

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between **UF Historic St. Augustine, Inc.** (hereinafter referred to as "UFHSA"), whose mailing address is 720 SW 2nd Avenue, Suite 108; Gainesville, FL 32601, and _____ (hereinafter referred to as "LICENSEE"), whose mailing address is:

WITNESSETH: That in consideration of the covenants herein contained and the consideration to be paid, UFHSA and LICENSEE hereby agree as follows:

(1) **SUBJECT PREMISES:** UFHSA does hereby grant to the LICENSEE, and LICENSEE does take from UFHSA, a revocable license for the use of the following described Premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Premises"), to-wit:

**Government House
48 King Street
St. Augustine, FL 32086**

(2) **TERM:** The Term of this License Agreement shall commence at _____ and end at **midnight** on _____. **The event shall begin at _____ and shall end by _____.** Under NO circumstances shall the Term extend beyond **midnight** on the date of the event. The parties agree that the failure of the LICENSEE to vacate the Premises by the termination time as set forth in this Agreement shall entitle the UNIVERSITY to liquidated damages, and not a penalty, in the sum of fifty dollars (\$50.00) for each fifteen minute interval beyond the agreed upon time of termination, which amount shall be deducted from LICENSEE'S Security deposit. _____ (LICENSEE Initials)

(3) **CONSIDERATION:**
A. LICENSEE hereby agrees to pay UFHSA a Consideration Fee in the sum of _____ (\$ _____) for the use of the Premises as set forth in this Agreement plus \$ _____ (SIX percent (6%) of that sum representing Florida state sales tax.) Said Consideration Fee is due and payable no later than forty-five (45) days prior to the scheduled date of event. If UFHSA fails to receive said Consideration Fee within the specified time, LICENSEE shall forfeit all deposits and all rights as set forth in this Agreement. _____ (LICENSEE Initials)

B. UFHSA shall accept no reservation until such time as a Reservation Deposit in the amount of \$ 1/2 of fee+ tax _____ is paid in full. LICENSEE acknowledges that this Reservation Deposit is not refundable and is subject to forfeiture, in total, by the LICENSEE at such time as the LICENSEE violates any terms of this Agreement, including failure to pay the Consideration Fee by the specified time. If LICENSEE is not in violation of any terms of this Agreement, the Reservation Deposit will be applied towards satisfaction of the Consideration Fee due. The LICENSEE is not entitled to interest on the Reservation Deposit. _____ (LICENSEE Initials)

(4) **SECURITY DEPOSIT:** LICENSEE hereby agrees to pay UFHSA a Security Deposit in the sum of \$ _____ DOLLARS (\$ _____) to secure the performance by LICENSEE of all of the obligations hereunder. Said Consideration Fee is due and payable no later than forty-five (45) days prior to the scheduled date of event. If UNIVERSITY fails to receive said Security Deposit within the specified time, LICENSEE shall forfeit all deposits and all rights as set forth in this Agreement. The LICENSEE is not entitled to interest on the Security Deposit. UNIVERSITY shall hold the Security Deposit during the Term of this Agreement and shall refund such portion of the Security Deposit which is due after LICENSEE has performed all obligations, less the following sums plus applicable sales tax, to be retained at UNIVERSITY'S discretion:

- A. Cost of University Staff or agents as set forth in paragraph (7)
- B. Replacement or repair of personal property;
- C. Repair and clean up of demised Premises;
- D. Loss resulting from non-compliance with the covenants of this Agreement.

(5) **USE OF PREMISES:** LICENSEE has reserved **Government House** for _____. The intended use of the space is for **reception**. No other use of the Premises is allowed or allowable under the terms of this Agreement. Prior written approval from UNIVERSITY must be obtained if LICENSEE intends to erect structures (i.e.: tent, altar, lights in shrubs, etc.) on the Premises. LICENSEE anticipates _____ persons will be in attendance at the event. **The LICENSEE understands and acknowledges that under no circumstances shall number of persons in attendance exceed one hundred and twenty (120).** The LICENSEE understands and acknowledges that the normal operational uses of the Premises are not interrupted by the uses granted by this Agreement unless specifically approved by the UNIVERSITY. Normal operating uses include the Operations operations, public restroom facilities, and administrative offices and Museum. _____ (LICENSEE Initials)

(6) **ACCESS:** Access to the Premises shall be allowed on the dates specified in this License Agreement. LICENSEE may not place or allow to be placed any items on the Premises prior to the authorized date, including markings related to laying-out the Premises for the event use.

(7) **UNIVERSITY STAFF:** LICENSEE acknowledges that a UNIVERSITY staff person or a UNIVERSITY agent must be present for the duration of the event beginning when the Premises are closed to the public and lasting until the parties associated with the event vacate the Premises. LICENSEE agrees to pay fifty dollars (\$50.00) per hour for each hour, or portion thereof, for the required UNIVERSITY staff person or UNIVERSITY agent, which hourly expenses shall be deducted from the Security Deposit. N/A (LICENSEE Initials)

(8) **FOOD AND BEVERAGES:** LICENSEE acknowledges that serving of alcoholic beverages to anyone under the legal drinking age or at times other than times established by the laws of the State of Florida or the Policies of the UNIVERSITY is prohibited by this Agreement. Alcoholic beverages cannot be taken off the Premises. LICENSEE shall submit a completed University of Florida Alcohol Form to UFHSA at least thirty (30) days prior to the data of the event. Use of the kitchen is limited to the storage and service of food and beverages. LICENSEE shall be responsible for supplying food, beverages, glassware, plates, utensils, linens and any other items necessary for the service of said food and beverages. _____ (LICENSEE Initials)

(9) **SUPERVISION:** LICENSEE agrees that the function or activity shall be supervised at all times by LICENSEE and that a representative of the UNIVERSITY shall be present on property at all times to aid with supervision. All set-up and preparation for the event shall be the sole responsibility of LICENSEE. LICENSEE assumes full responsibility for the cleaning of the Premises at the conclusion of event and likewise assumes full responsibility for theft, damage, cleanup, repair or maintenance necessitated by the use of Premises. Liability for such theft or damages, aside from ordinary wear and tear, shall NOT be limited to the amount of the Security Deposit received with this Agreement. _____ (LICENSEE Initials)

(10) **USE OF PREMISES:**

A. LICENSEE shall not perform nor shall LICENSEE permit anyone to perform any unlawful acts on said Premises. LICENSEE shall not permit or suffer any noise, disturbance or nuisance on said Premises detrimental to or annoying to LICENSEE'S neighbors. LICENSEE shall use the Premises for the purpose of _____. LICENSEE shall not, nor shall LICENSEE allow anyone to, reside in the Premises.

B. UFHSA reserves the right to require LICENSEE to remove any item UFHSA reasonably finds objectionable or not compatible with the use of the Premises. Upon notification in writing by UFHSA, the item(s) shall be immediately removed from the Premises, with no recourse by LICENSEE. Failure to do so shall result in termination of this License.

LICENSEE shall not be permitted to:

- (1) use said Premises in any manner that shall obstruct or interfere with or encroach on the walks or approaches to said Premises.
- (2) make or suffer any waste or unlawful, improper or offensive use of said Premises or any use disapproved of by UFHSA.
- (3) occupy the Premises without all required city, county and state licenses or without compliance with all UNIVERSITY policies and regulations and city, county, state and federal laws.
- (4) make any physical changes to buildings without written consent.
- (5) perform any type of excavation on Premises without the express written permission of UFHSA and in compliance with applicable UNIVERSITY codes relating to protection of archaeological resources.

C. **RULES OF USE:**

- (1) Special event insurance is required.
- (2) Fund raising events or sales of any merchandise or food or drink within the building and the courtyard are prohibited unless specifically pre-approved in writing one week in advance by the UFHSA.
- (3) The caterer and approved wedding coordinator or approved event planner must meet with the Property Manager before the event.
- (4) Under no circumstances is smoking permitted inside any building.
- (5) All decorations must be applied with consideration for the building and should be discussed with the Property Manager.
- (6) The number of guests allowed at any function must be limited to one hundred and twenty (120) due to fire occupancy laws.
- (7) LICENSEE is responsible for set-up and clean-up. Hours shall correspond with the type of use and hours of this License Agreement.

- (8) Only non-drip candles may be used in the Sala de Montiano or its courtyard.
- (9) Only weighted framed tents may be used in the Sala de Montiano courtyard.
- (10) Torches may be used around the perimeter of the courtyard. They must be extinguished before the LICENSEE leaves the courtyard and/or at the end of the event.
- (11) Music and all other noise generated may not be amplified above the decibels prescribed by Section 11-86 of the Code of the City of St. Augustine and must end by 10:00 p.m.
- (12) No confetti, sparklers, rice, flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers, blowing bubbles, or bird seed may be used in the courtyard, buildings or outbuildings.
- (13) All items must be put back in the same location and order as found.
- (14) Animals, with the exception of service animals, are not allowed unless pre-approved in writing by Property Manager.
- (15) Trenching or digging in courtyard is prohibited.
- (16) Tying or rope, wire, zip-ties or any other material to landscaping (trees, shrubs) for any reason is prohibited. Pruning of any landscaping is prohibited.
- (17) UNIVERSITY employees or agents of the UNIVERSITY are not to be considered available for help with the event unless pre-approved in writing by Property Manager.
- (18) If re-enactors will be using black powder, LICENSEE agrees to obtain any necessary permit and to organize exact staging with the St. Augustine Police Department and Property Manager.
- (19) Any exception to the policies, regulations or rules contained herein must be approved in writing by the Property Manager before the event .
- (20) No alcohol (open containers) may go beyond courtyard gates. Guests may be subject to arrest.
- (21) Upholstered chairs must remain in the building and may not be placed in the courtyard.
- (22) Fires are not permitted in the fireplace.
- (23) The lobby counter may not be used without written permission and instruction from the Property Manager.

As LICENSEE, I understand and acknowledge the above rules: _____ (LICENSEE Initials)

(11) **CANCELLATION:** LICENSEE is required to serve UFHSA immediate written notice of its intent to cancel the reservation contained in this Agreement in order to receive a refund of any Security Deposit and Consideration Fee paid. UFHSA will retain Security Deposit and Consideration Fee paid if said cancellation notice is given fewer than **forty-five (45)** days prior to the event. The Reservation Deposit is not refundable. _____ (LICENSEE Initials)

(12) **INSURANCE:** LICENSEE agrees that LICENSEE shall at all times indemnify and will save and keep UFHSA harmless from any and all damage and liability occasioned by the use of the Premises and shall indemnify and keep harmless the UFHSA and its officers, agents and employees from and against any loss, costs, attorneys' fees, damages and expense arising out of or in connection with the use of the Premises by the LICENSEE and out of any injury or damage to any person or property whomsoever due directly or indirectly to the use or occupancy of said Premises. LICENSEE at LICENSEE'S expense shall provide policies of insurance generally known as Commercial General Liability insurance in the following coverage limits:

Each Occurrence	\$1,000,000.00
Damage to Rented Premises, each occurrence	\$50,000.00
Medical Expenses (any one person)	\$5,000.00
Personal and Adv. Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – COMP/OP AGG	\$2,000,000.00

The carrier must be licensed to do business in the State of Florida and possess at least a “B” Best Rating. The policy must name as additional insureds: The State of Florida, Florida Board of Governors, The University of Florida Board of Trustees, The University of Florida and UF Historic St. Augustine, Inc. The insurance certificate must be provided for review and approval at least fifteen (15) business days prior to the Term of this Agreement directly by the agency or carrier by mail or fax to:

**Office of Risk Management
Environmental Health and Safety
University of Florida
PO Box 112190
Gainesville, FL 32611
Fax: 352-392-3414**

Failure to so provide such a policy shall constitute a default hereunder.

(13) **LICENSES:** LICENSEE shall be responsible for obtaining and maintaining at its expense all licenses necessary and required for the operation of the business or businesses conducted by the LICENSEE on the Premises.

(14) **ATTORNEY'S FEES AND COURT COSTS:** In the event UFHSA incurs any expense in collecting any sum of money due under this License for rent or otherwise, or in the event suit shall be brought by UFHSA for the purpose of evicting or ejecting LICENSEE from the Premises, or if suit be brought by UFHSA for the purpose of enforcing performance by LICENSEE of any of the several agreements, conditions and covenants contained herein, LICENSEE covenants and agrees to pay to UFHSA all such expenses and all expenses and costs of litigation, including reasonable attorneys' fees.

(15) **CHOICE OF LAW; VENUE:** This License shall be interpreted according to the laws of Florida, and venue for any action regarding this License shall be in a court of competent jurisdiction located in Alachua County, Florida or St. Johns County, Florida.

(16) **ALTERATIONS, REPAIRS:** LICENSEE shall not make changes in or to the interior or exterior of the Premises without prior written consent of UFHSA. Any approved changes, additions, alterations, improvements or repairs shall be made at the sole cost of LICENSEE. Any such changes, additions, alterations, improvements or repairs shall immediately become part of the realty and the property of UFHSA and shall remain upon said Premises and be surrendered therewith upon expiration or other termination of this License, without any reimbursement being due LICENSEE.

(17) **ITEMS FURNISHED BY TENANT:** LICENSEE shall furnish all equipment, fixtures, furnishings, supplies, housewares, decoration, floor coverings, drapes, and all other items as necessary for the LICENSEE'S use of the Premises.

(18) **ABANDONED PROPERTY:** BY SIGNING THIS LICENSE AGREEMENT, THE LICENSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE UNIVERSITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LICENSEE'S PERSONAL PROPERTY.

(19) **NOTICES:** Any notices called for hereunder that are required to be delivered to UNIVERSITY shall be mailed to UNIVERSITY, postage prepaid, at the following address:

Kara Sue Cobb
University of Florida Historic St. Augustine, Inc.
720 SW 2nd Avenue, Suite 108
Gainesville, FL 32601

For purposes of any notices or correspondence to LICENSEE, UFHSA shall mail same, postage prepaid, to the following address:

(20) **NO DISCRIMINATION:** The LICENSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(21) **PARTIAL INVALIDITY:** If any term or provision of this License or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this License term shall not be affected thereby, and all other terms or provisions of this License shall be deemed valid and enforceable to the extent permitted by law.

(22) **NON-WAIVER:** No waiver or any covenants or condition of this License by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this License.

(23) **ENTIRE AGREEMENT:** This License is the entire Agreement between the parties, and no amendment or modification to this License shall be effective unless made in writing and signed by all parties.

IN WITNESS WHEREOF, UFHSA has caused this License to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LICENSEE has hereunto set its hand and seal, this _____ day of _____, 20_____.

SIGNATURES CONTINUED ON NEXT PAGE

“UFHSA”

ATTEST:

UF HISTORIC ST. AUGUSTINE, INC.

Kara Sue Cobb

By: _____
Ed Poppell

Signed, sealed and delivered
in the presence of:

“LICENSEE”

Witness

X _____

Printed Name: _____

Printed Name: _____

Witness

Printed Name: _____

(Current Address) _____
(Mailing Address) _____
(Telephone Number) _____