

**REVOCABLE LICENSE AGREEMENT
FOR WEST END PROPERTY**

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”) by Alachua County Local Organizing Committee, Inc., a Florida not for profit corporation whose address is 4870 Celebration Pointe Avenue, Gainesville, FL 32608 (“Licensee”) and Alachua County, a charter county and political subdivision of the State of Florida (“County”), collectively the “parties”.

WITNESSETH:

WHEREAS, Alachua County is, or desires to be the fee simple owner of the real property that is approximately 75.07 acres in size and is located at 12830 W. Newberry Road, Newberry, Alachua County FL, identified as parcel ID#s 04333-001-00 and 04314-000-000, formerly known as the West End Golf Course (collectively, the “Property”); and

WHEREAS, Licensee desires to utilize the Property, temporarily, for a certain event known as the 2025 World Masters Athletics Indoor Championships to be held in Alachua County, Florida (the “Event”); and

WHEREAS, certain improvements made to the Property by the Licensee during the term of the license will benefit the public and the County’s future use of the Property as a public park; and

WHEREAS, in accordance with this Agreement and subject to the contingencies and restrictions set forth herein, the County authorizes the use of this Property by Licensee for the Event; and

WHEREAS, the Licensee desires to enter into a License Agreement and acknowledges that it establishes the obligations of the Licensee with regard to the use of the Property by Licensee; and

WHEREAS, this Agreement is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in consideration set forth below and the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged, the Licensee and the County agrees as follows:

1. License Term and Contingency. This Agreement between the parties is effective as of the Effective Date. However, this Agreement’s grant of the temporary license as set forth herein is expressly contingent on the County acquiring fee simple ownership of the Property. Additionally, Licensee’s duties and obligations under this Agreement are contingent upon Licensee receiving evidence of State of Florida funding for the Event. The parties agree that the County will allocate resources to provide an initial thorough and extensive cleaning of the Property to prepare the Property for future use as a public park. Subject to and contingent upon the County acquiring fee simple ownership of the Property, the grant and term of the license to Licensee for the Property will start on the next calendar day (at 12:00 a.m.) after the County acquires ownership of the Property (“Start Date”) and the term will end when either this Agreement terminates or the Licensee vacates or abandons the Property or on 12:00 p.m. on April 15, 2025, whichever occurs first (“End Date”). If the County does not acquire fee simple ownership of the subject Property on or before September 1, 2024, this Agreement is automatically null and void, and the parties are then released of any obligations placed hereunder. Except as provided for herein to meet its

obligations hereunder, Licensee has no authority from the County to occupy, access, use or make any improvements to the Property prior to the Start Date.

2. Property. Pursuant and subject to the terms and conditions of this Agreement, the County grants to Licensee a revocable temporary license to use the Property located at 12830 W. Newberry Road, Newberry, Alachua County FL, identified as parcels ID#s 04333-001-00 and 04314-000-000 (“Property”), for the use of and related to the Event described in paragraph 3(a) below. Unless authorized under this Agreement, Licensee shall not use or allow its Invitees (as defined below), employees, contractors, or agents to use the Property for any other event, uses, or purposes. **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PROPERTY OR ITS STRUCTURES OR FIXTURES FOR LICENSEE’S INTENDED USE THEREOF, NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND LICENSEE AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. Except as set forth elsewhere herein, Licensee hereby acknowledges, agrees, represents and warrants that it has inspected the Property and has, in its sole and exclusive discretion, determined that the Property is suitable for Licensee’s intended use of the Property in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition.**

3. Use of the Property. Upon the Start Date, during the term of this Agreement and pursuant to the terms and conditions of this License Agreement, the Licensee has a license to enter and use the Property subject to the following:

- a. Licensee will use the Property exclusively during the License term for the use of and related to the Event. The conduct, operation, quality and management of the Event is the responsibility of Licensee; and is not the obligation or responsibility of Alachua County.
- b. During the term of this license, Licensee shall adhere to the Alachua County Park Rules as set forth in Alachua County Code, Chapter 76.
- c. Licensee shall be solely responsible for its use of the Property and for all actions, inactions, behaviors, and damages caused by, or alleged to be caused by, any of Licensee’s Invitees and agents. For purposes of this Agreement, the term “Invitees” shall mean any person that is at the Property during the term of this License Agreement including, but not limited to, spectators, participants, officials, judges, volunteers, and organizers in or for the Event and any employees, agents, volunteers, representatives, and contractors of Licensee.
- d. Licensee and its authorized Invitees and agents are permitted to solicit, advertise, offer for sale, and engage in the sale of goods or services within the Property during the dates of the scheduled Event. The authorization does not expressly or implicitly endorse or embrace the purpose, goals, views, or opinions of the County. If alcohol will be sold, served or consumed at the Property, the Licensee shall first obtain approval of the County Manager. Any

caterers/vendors must have valid appropriate license or permit as may be required under the law.

- e. Licensee shall notify County, the Alachua County Sheriff's Office, or Alachua County Fire Rescue, if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, fires, vandalism to or on the Property or any other occurrence that may damage the Property or the Park property, Improvements or fixtures.
- f. Licensee shall at all times comply with federal, state and local laws, ordinances, and rules, and will comply with County Policy regarding private use of County facilities, as applicable to the Property. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violations and all subsequent damages or fines. Licensee is solely responsible to ensure that all activities conducted at the Property during the term of this license are conducted in a safe manner and in accordance with the law.
- g. During the term of this Agreement, the County and Licensee may agree jointly to reasonably limit access to the Property, or to parts of the Property, through the installation of gates, fences, locks, security measures. The County has the right to reasonably limit access by or exclude the public from the Property by appropriate means in order to safeguard the Property and any Improvements made by Licensee to the Property. If this occurs, the County's Parks and Open Space Director and Licensee will coordinate on access points and keys, codes, etc.

4. Improvements to Property.

- a. Upon the Start Date, Licensee is authorized to, not obligated to, install, construct, and place improvements, amenities, structures, and fixtures (hereinafter collectively referred to as "Improvements") on the Property for the purposes of the Event:
 - (a) sport/game courts, tracks and fields, (b) driveways and parking areas, (c) site lighting, (d) drinking fountains, (e) equipment/storage enclosures and sheds, (f) benches, (g) tables, (h) shade structures, (i) pavilions, (j) fencing, (k) sidewalks, (l) landscaping and irrigation, (m) restrooms, (n) bleachers, (o) signage, and (p) others upon the written consent of the County Manager or designee as specified herein, which consent shall not be unreasonably delayed or denied.

Licensee shall have prepared plans, specifications, drawings, sketches, and/or other deliverables (collectively, "plans") for the Property and shall have the plans approved by the County Manager prior to the installation of any Improvements on the Property by Licensee or its contractors. Installation of Improvements will be in accordance with the approved plans. Any and all plans prepared by Licensee or Licensee's professional regarding the Property or the Improvements will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended and copies, both paper and electronic, of such will be provided

to the County prior to End Date. For this purpose, the County Manager is authorized on behalf of the County to provide approval or denial of the plans, in whole or in part, including any amendments and modifications. The County Manager may designate such authority to the Alachua County Public Works Director and the Alachua County Parks and Open Space Director.

- b. Licensee will be responsible for any development, review, permitting and utility fees related to Improvements the Licensee may install or perform at the Property. It will be the responsibility of Licensee to ensure that any construction and installation of Improvements conducted by the Licensee shall be properly designed, structurally sound, safe and in compliance with all federal, state and local laws, codes and regulations, including those regarding compliance with Titles II and III of the American with Disabilities Act. Licensee may excavate and grade lands and remove trees, brush and vegetation in order to install Improvements, subject to the approval of the County Manager or designee and local regulations. The County will cooperate with Licensee if any construction and installation of any Improvements requires the County's consent, such as those that may be required for any permits and land use and zoning changes. In event an Improvement is not installed per approved plans or Licensee uses Property or make alterations to the Property that are not approved or authorized under this license, the County may request removal, restoration, or relocation and Licensee will so act, at its cost.
- c. If a stormwater retention or detention facility, draining or piping system, pond or basin ("stormwater management facility") is sought or considered needed on the Property, Licensee shall notify the County's Public Works Director. Licensee shall not modify, construct or have constructed any stormwater management facility without first obtaining written approval from the County Public Works Director. Licensee shall not make any changes that will limit or adversely impact neighboring subdivisions' rights to and use of an existing stormwater management facility.
- d. Licensee is authorized, but not obligated to, during the license term to demolish and remove the structures, sheds, site lighting, nets and fencing existing on Property, at cost to Licensee. Licensee shall not demolish the existing restroom structure located in the back-north side of the Property.

5. Maintenance and Repairs. During the term of this Agreement, Licensee will be responsible, at its cost, for maintaining the Property for any Improvements installed by Licensee, but no other improvements. Additionally, Licensee agrees to mow and remove trash and debris one (1) time monthly to maintain the Property consistent with the level of maintenance provided by the County after its initial cleanup. For purposes of this Agreement 'maintaining' means mowing, managing vegetation, irrigation installation/removal/repair, trash removal, debris removal, pest control, lighting, and fencing. The County agrees to be responsible for storm, hurricane or natural disaster cleanup on the Property, if occurs during license term. The County will not be responsible for the expense resulting from any damage or casualty caused in whole or in part by Licensee or Licensee's Invitees or agents. The level of maintenance by Licensee for the Property during the license term will be determined by Alachua County Parks & Open Space Director, at his discretion and with input from the Licensee.

6. Safety and Security. Licensee shall be responsible for clean-up and the removal of any surplus materials and debris on the Property caused by Licensee and its Invitees. Together

with the County, Licensee shall initiate, erect, and maintain safety precautions, programs and materials in connection with demolition and installation or work related to the Improvements on the Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Licensee suffer injury or damage to its/his/her person or property, the Licensee shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Licensee, but only to the extent caused by Licensee or its Invitees.

7. County Access. Alachua County and its employees and its contractors and law enforcement officers may, at no cost, enter and move about the Property at any time and may do so without consent, warrant or any other approvals during the term of this Agreement while conducting their official duties. Licensee acknowledges that the County, its employees or contractors, may during the term enter the Property, without notice, for purposes of surveying, inspection, remediation, placing signs and improving landscaping (hydroseeding, tree trimming and debris removal) on the Property.

8. Special Event Permit. The execution of the License Agreement is not a substitution for the requirements that may be imposed on Licensee for obtaining a temporary use permit or a special event permit, as referenced or may be required under Alachua County Code.

9. Assignment. Licensee shall not assign this License Agreement. Licensee shall not assign or transfer any interest herein to a third party. The parties may only modify or amend this Agreement by a mutual written agreement of the parties.

10. Notices. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement, including the default or termination from either party to the other party, must be to the addresses below by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered five business days after mailing, unless delivery is by personal delivery or electronic mail, in which case delivery shall be deemed to occur upon actual receipt by the other party:

County:
Alachua County Manager's Office
12 SE 1st Street, 2nd Floor
Gainesville, FL 32601

With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

Licensee
Alachua County Local Organizing
Committee, Inc.
4870 Celebration Pointe Avenue
Gainesville, FL 32608

11. Indemnification. **LICENSEE HEREBY WAIVES AND RELEASES, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, ATTORNEYS, AND AGENTS (COLLECTIVELY "ALACHUA**

COUNTY”) FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND EXPENSE, INCLUDING ATTORNEYS’ FEES AND COSTS, RESULTING FROM AN ACCIDENT, INCIDENT OR OCCURRENCE RELATED, INCIDENTAL, OR ARISING OUT OF (a) THE EVENT OR (b) THE LICENSE AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OF THE PROPERTY AND ITS FIXTURES AND IMPROVEMENTS BY LICENSEE AND ITS INVITEES (as defined above), OR (c) AN ACT OR OMISSION OR DEFAULT OF LICENSEE OR ITS EMPLOYEES OR INVITEES. The Licensee agrees that indemnification of Alachua County extends to inactions, omissions, activities, and negligence of Licensee and its employees, officers, agents, volunteers, representatives, contractors or subcontractors. Notwithstanding, during the license term, the Licensee shall not be liable for any injury to a person occurring at the Property to the extent that such injury was caused by the County’s intentional or negligent act or omissions of the County’s employees to the extent permitted by law. Licensee will indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however that this obligation shall apply to the County’s misuse. Licensee shall indemnify, defend and hold harmless Alachua County from demands, actions, costs, claims of liens or other charges filed or asserted related to performance of Licensee’s contractors or subcontractors for Improvements or work covered by, anticipated or performed by this Agreement or at the Property. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Licensee’s insurance coverage.

By executing this Agreement, Licensee acknowledges that the Property may have features, natural habitats, wildlife, dangerous and hazardous structures, environmental hazards and conditions that carry inherent risks, including risk of illness, injury, or death. Licensee assumes those risks. Licensee agrees that Licensee is responsible for supervising and protecting the health and safety of its Invitees, during the license term and the Event.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of F.S. §768.28. This indemnification provision shall survive the termination of the license term, until all claims are fully, finally and completely barred by the applicable statute of limitations.

12. Insurance. Licensee will procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the Licensee’s operations and use of the Property throughout the entire license term in the minimum scope and amounts as determined by the Alachua County Risk Management. Licensee shall provide a Certificate of Insurance (COI) to the County prior to the Start Date. Licensee agrees to provide the County with written notice of cancellation, modification or material changes to the policy immediately. The COI must indicate if coverage is provided under a “claims made” or “per occurrence” form. If any coverage is provided under a “claims made” form, the certificate will show a retroactive date, which should be the same date as the Start Date. Failure of the Licensee to provide the County with the COI shall be grounds for the County to terminate this License Agreement and prevent use by the Licensee of the Property for the Event.

13. Termination.

a. Either Party may terminate this Agreement, with or without, cause by providing thirty (30) days advance written notice to the other Party. The County Manager is

authorized to provide written notice of termination on behalf of the County. Termination will be effective upon the date stated in the written notice of termination, or if not stated, then 30 days from the date of the written notice of termination. If so terminated, Licensee shall immediately remove all personal property from the Property, or it is forfeited to the County; but, shall leave the Improvements as specified in 12(c) below. Licensee waives and releases the County from all claims to damages related to such termination.

- b. In the event the Property is destroyed by fire, storm or other casualty, this Agreement shall be automatically terminated. In the event the Property is partially damaged by fire or other casualty, either of the County or the Licensee may terminate this Agreement by giving written notice to the other of its intention to terminate within fourteen (14) calendar days following the date of the partial damage to the Property. If the Property is partially damaged and if such partial loss or damage shall, in the judgment of either Party, render the Property inexpedient or impractical to repair, then this Agreement shall be automatically terminated as in the case of the total loss or destruction referenced above.
- c. Upon expiration or termination of this Agreement, the Licensee will (i) vacate the Property, (ii) deliver the Property to the County in good repair and condition, (iii) leave on the Property those Improvements that are fixed or installed, (iv) coordinate with County if any Improvements need transfer of title or warranties, (v) pay utility accounts in full through the End Date and if not already, transferred to the County. Any personal property found by the County to be left or abandoned at the Property after the End Date or the termination date, whichever is earlier, will be vested in Alachua County, without any further claim of Licensee.

14. Public Records. *If Licensee is determined to be a contractor* as defined in Florida Statutes §119.0701, then Licensee when *acting on behalf of the County* shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Licensee does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records required by the County to perform the Services. If Licensee transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If applicable and Licensee fails to comply with this section, Licensee will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes.

15. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

16. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

18. Conflicts Of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

19. Independent Contractor. Licensee is not as an agent, employee, or associate of the County. Licensee is solely responsible for the means, methods, techniques, work and processes utilized by Licensee. Policies and decisions of Licensee shall not be construed to be the policies or decisions of the County.

20. Non-Waiver. The failure of any party to exercise any right in this License Agreement is not a waiver of such right. Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this License Agreement is not a waiver of such terms, conditions, or provisions, and the Parties, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this License Agreement, as set forth herein.

21. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

22. Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement is in a court of competent jurisdiction in and for Alachua County, Florida.

23. Electronic Signatures. An electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. This Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

24. Entire Agreement. This Agreement constitutes the entire agreement regarding use of the Property by Licensee, and supersedes all prior written or oral agreements, understandings, or representations between the parties.

IN WITNESS WHEREOF, on the date entered below, the County and the Licensee, by its authorized representative, have executed this License Agreement for the uses therein expressed and agree to be bound by its terms.

LICENSEE

Alachua County Local Organizing Committee, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by means of physical presence or online notarization, by _____ for the Alachua County Local Organizing Committee, Inc. who is personally known to me ___ or who produced the following as identification _____.

Notary Signature

Printed Name: _____

ALACHUA COUNTY, FLORIDA

By: _____

Michele L. Lieberman

Date: _____

Approved as to form

Alachua County Attorney's Office