

RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of Hollywood, a municipal corporation of the State of Florida, (hereinafter "Licensor") and Notbychance, Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter "Licensee").

WITNESSETH:

1. Licensor grants to Licensee subject to the terms and conditions hereinafter set forth, the use of that portion of the right-of-way as more particularly described as follows:

Commence at the Northwest corner of Lot 1, in Block 18, "South Hollywood Amended", according to the Plat thereof, as recorded in Plat Book 4, Page 10, of The Public Records of Broward County, Florida; thence Southerly along the West line of Lot 1 and the East right-of-way of South 30th Avenue, a distance of 28.0 feet to a point; thence, westerly a distance of 35.0 feet to the point of beginning; thence still Westerly a distance of 15.0 feet to a point on the westerly right-of-way of South 30th Avenue; thence Northerly along the Westerly right-of-way of South 30th Avenue, a distance of 160.0 feet to a point; thence, Easterly a distance of 15.0 feet to a point; thence Southerly and parallel to the West right-of-way of South 30th Avenue, a distance of 160.0 feet to the point and place of beginning.

Contains 2400 square feet, more or less, to be used solely and exclusively for seventeen (17) customer and employee parking spaces, hereinafter referred to as "the Encroachment". Said license agreement is for a fixed four (4) year term with expires on October 1, 2022.

2. Licensee is required to pay a license fee for the first year in the amount of Six Thousand Eight Hundred Seventy-Six Dollars and Forty-three Cents (\$6,876.43) which is based on Seventeen (17) parking spaces at Thirty-One dollars and Eighty Cents (\$31.80) per space per month plus applicable rental tax in the amount equal to six percent (6%), payable quarterly in advance to the City of Hollywood c/o Financial Services. Any late payments will be subject to late payment interest based on the Florida Statutory rate of interest. Commencing on the first anniversary of the first day of the first full calendar month during the term of this License Agreement and continuing on each anniversary of such date thereafter, the amount of the license shall be increased by three percent (3%).

3. Licensee shall maintain, at his sole expense during the term of this Agreement Public Liability Insurance covering the licensed premises and activities connected therewith,

naming the City as an additional insured, in the amount not less than \$500,000 bodily injury liability, \$500,000 personal injury liability, and \$500,000 property damage liability, for each occurrence. Such policy shall require thirty (30) days written notice to the City prior to any changes in coverage becoming effective. Licensee shall furnish Licensor with proof of such insurance prior to the execution of this License Agreement. A failure to provide the Certificate of Insurance in a timely fashion shall result in a termination of this lease pursuant to Paragraph 11 herein. In the event that the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this License Agreement, Licensee shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the Agreement and any renewal thereunder is in effect.

4. Licensee shall indemnify and hold harmless the Licensor from and against all claims, suits, actions, damages, or causes of action arising during the term of this License Agreement for any personal injury, loss of life or damages to the property sustained by reason of or as a result of the use of the premises for which this License Agreement is entered into, or by the actions of their agent, employees, and/or invitees and from and against any order, judgments, or decrees, which may be entered thereto, and from and against all costs, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this License Agreement. Nothing in this License Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

5. Licensee shall be responsible and liable for any and all federal, state and local taxes levied as a result of the use of the premises and activities covered by this lease. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this lease for which the City may exercise any remedy available to it by law or as provided herein.

6. Licensee shall be responsible for maintenance and repair of the right-of-way premises during the term of this License Agreement. Licensee shall comply with all City of Hollywood Code of Ordinances and all other applicable state, county and local laws.

7. Licensee shall not construct, install or maintain any equipment or obstruction upon the right-of-way premises nor use the premises for anything other than private parking for its customers and/or employees.

8. Licensee shall remove, at its expense, the above listed Encroachment and shall restore the land to the same condition as existed prior to the maintenance, use repair, or placement of the Encroachment thereon by Licensee or its predecessors in interest, within thirty (30) days of the expiration or termination of this License Agreement unless a new License Agreement is entered into with Licensor; and if Licensee fails to comply with this condition, Licensor shall have the right to remove such Encroachment without notice, and charges for removal and restoration of the licensed premises shall be a lien upon the property located at 1321 S. 30th Avenue, Hollywood, Florida.

9. If Licensor at any time shall have need for the right-of-way premises, or any part thereof, for any public right-of-way purposes, including but not limited to utility purposes or for constructing improvements, Licensor may terminate this License Agreement upon thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the property located at 1321 S. 30th Avenue, Hollywood, FL 33020.

10. This License Agreement shall automatically transfer to the successor in interest upon sale and other conveyance of the property located at 1321 S. 30th Avenue, Hollywood, Florida 33020. The successor in interested of the property shall be bound by the terms and conditions of this License Agreement.

11. The breach of any one term of this License Agreement by the Licensee and/or persons under its supervision or control, will be cause for immediate termination of this License Agreement by the Licensor. Notice to the Licensee shall be sent by certified mail, return receipt requested, to the address listed in Paragraph 9 above. Licensee may terminate this License Agreement upon thirty (30) days prior written notice to the Licensor. Notice to Licensor shall be sent by certified mail, return receipt requested to:

As to Licensor: Office of the City Manager
City of Hollywood
2600 Hollywood Blvd, Room 419
Hollywood, FL 33020

With a copy to: City Attorney
City of Hollywood
2600 Hollywood Blvd, Room 407
Hollywood, FL 33020

As to Licensee: Notbychance, Inc.
1321 S. 30th Avenue
Hollywood, FI 33020

With a copy to:

Modern Bookkeeping
P.O. Box 408
Durand, MI 48429

12. The License Agreement shall be binding upon the Licensee's heirs, executors, successors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD, a Municipal
Corporation of the State of Florida

PATRICIA A. CERNY, MMC
CITY CLERK

JOSH LEVY, MAYOR

Approved As To Form And Legality
For the use and reliance of the
City of Hollywood, Florida, only

Approved:

DR. WAZIR A. ISHMAEL
CITY MANAGER

DOUGLAS R. GONZALES
CITY ATTORNEY

(RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND NOTBYCHANCE, INC.)

WITNESSES:

As to Licensees Signature
Print Name: _____
Address: _____

As to Licensees Signature
Print Name: _____
Address: _____

LICENSEES:

Michael Pulwer
Title: _____
Date: _____