

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 22 day of Feb, 2013, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "Licensor") and Washington Park Child Care Center, Inc., a not-for-profit corporation (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of property located at 5731 Pembroke Road which has been operated as a day care facility known as the Gunzburger-Washington Park Child Care Center; and

WHEREAS, on April 20, 2004, Licensor acquired from Broward County by virtue of a quitclaim deed property described in Exhibit "B" attached hereto and incorporated herein by reference, which directly abuts the daycare facility; and

WHEREAS, Licensee has operated the daycare facility since June 19, 1996 pursuant to a License Agreement with Licensor that expired on September 30, 2008; and

WHEREAS, the parties desire to enter into a new License Agreement to permit the continued operation of the existing daycare facility and the use of the property described in Exhibit "A" and Exhibit "B" attached hereto;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Licensor hereby grants to Licensee, subject to the terms and conditions hereinafter set forth, the use of the Gunzburger-Washington Park Child Care Center located at 5731 Pembroke Road and the adjacent parcel for the sum of One Dollar (\$1.00) and other good and valuable consideration per year.
3. The term of this license shall be for four (4) years commencing on January 1, 2013 and expiring on December 31, 2017.
4. Licensee shall operate and maintain the Gunzburger-Washington Park Child Care Center and shall use the premises solely for the purposes set forth in this License Agreement. Licensee shall conduct all of its business activities on the premises in accordance with all laws, ordinances, rules and regulations applicable to the operation of day care facilities as set forth by the City, County, State and Federal governments.
5. Licensee shall use the subject property described in Exhibit "A" and "B" solely as a daycare facility and shall be solely responsible for providing the appropriate playground equipment, maintaining the equipment and premises in accordance with all City, County, State and Federal laws and regulations. Such obligation shall be at Licensee's expense.

6. To the extent allowed by law and applicable regulations, Licensee shall endeavor to ensure that preference be given to children residing within the Washington Park target area in its acceptance of children into its facility and to residents of the Washington Park target area in its employment of personnel at its facility. Licensee covenants not to discriminate against individuals based upon race, sex, creed, handicap, religion or place of national origin.

7. It is the sole obligation of the Licensee to maintain, at its expense, all buildings, grounds and facilities on the premises, including but not limited to, landscaping, lighting, parking area, driveway, playground area, walkways, City swale areas, fences, kitchen equipment and appliances, air conditioning, heating systems and irrigation systems. Licensee's maintenance responsibilities shall include not only ordinary wear and tear but the replacement of all parts and equipment, except those which the Licensor deems to be capital improvements. Licensee agrees to obtain at its sole expense, within thirty (30) days of the execution of this License Agreement, a contract for the maintenance of its central air conditioning system, such contract to be subject to the approval of the Licensor.

8. During the term of this License Agreement, Licensee shall be in full control of all grounds, buildings and facilities covered by this Agreement. The Licensor, its authorized representatives, agents and employees, shall have the privilege to enter upon the premises at any and all reasonable times during the term of this License Agreement for the purpose of inspection to determine whether Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the Licensor. Such visits by the Licensor, its authorized representatives, agents or employees, shall not hinder the normal operation of the facility.

9. In consideration of the Licensor's licensing the Gunzburger-Washington Park Child Center and the adjacent property described in Exhibit "A" and Exhibit "B", Licensee agrees to indemnify the Licensor as follows:

Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the use of the premises for which this License is entered into, or by the actions of its agents, employees and/or invitees. Such obligation to indemnify and hold harmless shall include any negligence or comparative negligence on the part of the Licensor relating to such injury, loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor 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 Agreement. Nothing in this Agreement shall be construed to affect in any way the Licensor's rights, privileges, and immuni-

ties under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

10. Licensee shall obtain at its own expense insurance covering its areas of operation and the activities connected with the terms and conditions of this License Agreement. Pursuant to this requirement, Licensee shall file with the Licensor, at the time of execution of this License Agreement, a Certificate of Insurance that names the City of Hollywood as an additional insured and that provides for comprehensive general liability in the following amounts:

Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000

The Certificate of Insurance shall contain a statement that the Certificate will not be allowed to lapse or be cancelled without notification to the Licensor at least thirty (30) days prior to the effective date of the cancellation. Any lapse of coverage during the period of this License Agreement shall be grounds for termination of this Agreement by the Licensor.

In additions, Licensee shall provide and cover Workers' Compensation Insurance in the statutory limits required by the State of Florida and Employer's Liability Insurance in the amount of \$100,000/\$500,000/\$100,000 per accident.

11. No boxes, barrels, supplies or rubbish in any form shall be kept piled or stored outside the building or kept on the adjacent parcel described in Exhibit "A" and Exhibit "B" unless approved by the Licensor. Licensee shall provide, in a place to be designated as directed by the Licensor, standard garbage receptacles and shall place therein all refuse and shall ensure that it is collected at least twice a week. Licensee shall pay any charges for the removal of garbage and refuse.

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

13. Licensee shall pay all fees and charges, included, but not limited to, required deposits for gas, electricity, water and telephone services, necessary to carry on its operations under this License Agreement.

14. Licensee shall be required to obtain and shall bear the cost of any and all permits and licenses that may be required in connection with the operation of the facility and the adjacent parcel being utilized as a playground, including, but not limited to, those permits and licenses required by federal, state and local law.

15. If the premises are damaged or destroyed by storm, fire, lightning, earthquakes, hurricanes or other similar casualty, the Licensor shall, within a reasonable time after such damage or destruction, commence to repair, reconstruct restore or replace the Licensor's building and shall attempt to do so diligently. Licensor shall have the option to terminate this License Agreement upon giving written notice to Licensee ninety (90) days after the premises are damaged or destroyed if such damages reduce the floor area of the premises by fifty percent (50%) or more.

16. It is understood and agreed to by the parties that in order to ensure the success of the purpose of this License Agreement, lines of communication must be established and adhered to. Accordingly, the Director of Real Estate shall be designated as the responsible party to act on behalf of the Licensor.

17. This License Agreement is entered into for the sole benefit and protection of the Licensor and Licensee and no other person or entity shall have any right or cause of action hereunder. Moreover, Licensee shall not assign any of its rights or obligations arising under this License Agreement, without the prior written consent of the Licensor, through its City Commission, which shall not be unreasonably withheld.

18. 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. Licensee may terminate this License Agreement upon thirty (30) days prior written notice to Licensor. Further, this Agreement shall terminate upon dissolution of the Licensee's corporation.

19. When written notice is required by this License Agreement, it shall be sent by first class mail, return receipt requested, to the following addresses:

As to Lessor: City of Hollywood
 Director of Real Estate
 2600 Hollywood Blvd., Rm. 419
 Hollywood, Florida 33020

With a copy to: City Attorney
 2600 Hollywood Blvd., Rm. 407
 Hollywood, Florida 33020

As to Lessor: Washington Park Child Care Center, Inc.
 5731 Pembroke Road
 Hollywood, Florida 33023

20. This License Agreement shall constitute the full and final expression of intent of the parties and shall not be modified, varied or altered except in a written agreement executed by the parties.

21. This License Agreement may be terminated without notice in the event of threat to the public health or public safety, as may be determined in the sole discretion of federal, state or local officials with authority to make such determination.

22. If Licensor at any time shall have need for the premises, or any part thereof, for any public purpose, Licensor may terminate this License Agreement on thirty (30) days written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address listed above.

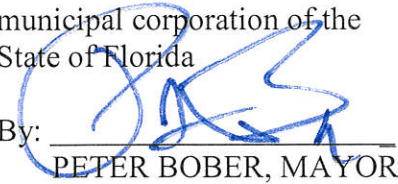
23. This License Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this License Agreement shall be held in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 22 day of Feb, 2013.


ATTEST:

By: 
PATRICIA A. CERNY, MMC
CITY CLERK

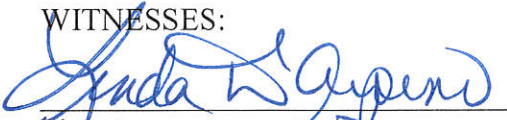
CITY OF HOLLYWOOD, a
municipal corporation of the
State of Florida

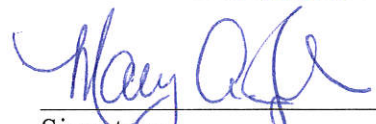
By: 
PETER BOBER, MAYOR

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.

By:  AT
JEFFREY P. SHEFFEL
CITY ATTORNEY

WITNESSES:


Signature
Print name: Linda D'ARPINO


Signature
Print name: Mary Johns

WASHINGTON PARK CHILD CARE CENTER,
INC.


By: 
President
Print name: Seann R. Miko

EXHIBIT A

Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- Census Tracts
- [City Zoning Codes](#)
- [County Land Use](#)
- Comm Appraisal Districts
- [Resid Appraisal Districts](#)
- Subdiv. Number
- Subdiv. Name
- Pairing Codes
- No Sales ▾
- Streets
- Parcels
- Aerials (2012) ▾
- County Boundary



SELECTED PROPERTY-FOLIO: 514124210010

WASHINGTON PARK DAY CARE CENTER 126-19 B PARCEL "A"

EXHIBIT B

Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- Census Tracts
- City Zoning Codes
- County Land Use
- Comm Appraisal Districts
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- Subdiv. Number
- Subdiv. Name
- Pairing Codes
- No Sales ▾
- Streets
- Parcels
- Aerials (2012) ▾
- County Boundary



WEST CARVER RANCHES ADD NO 2 26-36 B LOT 18 E1/2 BLK 71
 Property ID#: 514124120200