

**LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY AGRICULTURE
AND EQUESTRIAN CENTER**

THIS LICENSE AGREEMENT (“License Agreement”), made and entered into this _____ day of _____, 20____, by _____, whose _____ principle _____ business _____ address _____ is _____, hereinafter referred to as “Licensee”.

WITNESSETH:

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Agricultural and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669 (the “Center”); and

WHEREAS, the Licensee hereto desire to execute a License Agreement to establish the rights and obligations of the Licensee with regard to use of the Center by Licensee.

NOW, THEREFORE, in consideration of the Payment set forth in Paragraph 3, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Licensee, the Licensee hereto does mutually covenant and agree as follows:

1. Term. This License Agreement is effective beginning on the date the Licensee executes this License Agreement and expires when Licensee has performed all of its duties, obligations, and responsibilities hereunder, unless extended in writing by the County or terminated earlier by the County pursuant to the terms of this License Agreement.

2. Property. This License Agreement is for the use of those portions of the Center described in the Event Cost Estimate attached hereto and incorporated into this License Agreement as “**Exhibit A**” (the “Facility”). The Licensee is not authorized to use, and shall not use or allow its invitees to use, any other portion of the Center. Licensee agrees, understands and acknowledges that horseback riding and other equestrian and agricultural activities are inherently dangerous activities. **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 CENTER OR FACILITY FOR LICENSEE’S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE CENTER OR FACILITY, AND LICENSEE AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. Licensee hereby acknowledges, agrees, represents and warrants that it has inspected the Facility and has, in its sole and exclusive discretion, determined that the Facility is suitable for Licensee’s**

intended uses of the Facility in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition.

3. Facility Use Payment. Licensee agrees to pay the balance due (per “**Exhibit A**”) for fixed fees, plus unit costs for consumables (e.g. number of stall and bags of shavings used) on or before the Move-Out Date. The Licensee acknowledges that some costs cannot be determined in advance. The County will provide Licensee with a final invoice which shall include the balance of the fixed costs due and the total number of units consumed (less the Non-Refundable Facility/Reservation Deposit, per paragraph 4). The final invoice may not include additional costs for damages chargeable to the Licensee. If the final invoice is not paid in full on or before the Move-Out Date, Licensee shall be in default of this Agreement and a late fee in the amount of 15% of the balance due, per annum, shall apply until payment in full is received.

4. Non-Refundable Facility/Reservation Deposit. Upon execution of this License Agreement, Licensee shall pay to the County a Non-Refundable Facility/Reservation Deposit in the amount of \$_____.

5. Use of Facility. The County grants a revocable license to Licensee to enter and use the Facility commencing at _____ a.m./p.m. on _____, 20____ (the “Move-In Date”) and continuing through and terminating at _____ a.m./p.m. on _____, 20____ (the “Move-Out Date”), subject to the following conditions:

- a. Licensee agrees to use the Facility exclusively for the activities described in the Event Description attached hereto and incorporated as **Exhibit “B”** (hereinafter, the “Event”).
- b. Licensee shall adhere to the Center/Facility Rules and Regulations attached hereto and incorporated into the License Agreement as **Exhibit “C”**.
- c. Licensee shall be solely responsible for its use of the Facility and for all actions, behaviors and damages caused by any of Licensee’s invitees. As used in this License Agreement, the term “Licensee’s invitees” shall mean any person that is at the Facility during the term of this License Agreement, including but not limited to: spectators of the Event; participants in the Event; or an employee, agent, representative or contractor of Licensee.
- d. Licensee shall leave the Facility in the same condition that it was prior to use by the Licensee.
- e. Licensee shall obtain an executed Waiver and Release in the form attached hereto as **Exhibit “D”** signed by the participant and the parent or legal guardian

of each participant that is under the age of 18 prior to allowing any person to participate in any Event at the Facility. Licensee shall obtain an executed Waiver and Release in the form attached hereto as **Exhibit “E”** signed by each participant that is age 18 or older prior to allowing any person to participate in any Event at the Facility and shall provide the County with all original, executed Waiver and Release forms required by this License Agreement on or before the Move-Out Date. The failure of the Licensee to obtain a signed Waiver and Release as required by this License Agreement shall constitute a material breach of this License Agreement. The Licensee is solely responsible to ensure that all activities conducted at the Facility during the term of this License Agreement are conducted in a safe manner.

- f. The Licensee shall notify County staff, and the Alachua County Sheriff’s Office or Alachua County Fire Rescue, if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, fires, vandalism to County property, or any other occurrence that may damage the Facility.
- g. Alachua County employees and law enforcement officers may, at no cost, enter and move about the entire Facility without a warrant or other process during the term of this License Agreement while conducting his or her official duties.
- h. Licensee shall comply with all federal, state and local laws and regulations.

6. Right of Assignment. Licensee may not assign its rights, duties or obligations under this License Agreement to any third party without written consent of the County.

7. Animals

- a. Animals shown or exhibited at the Facility shall comply with all applicable city, county, state, and federal regulations.
- b. Licensee has provided the County with a written list of all animals and animal acts to be included in the Event. That list is attached as **“Exhibit G.”** Licensee may not exhibit animals or animal acts that are not listed on **“Exhibit G.”** The list shall include detail as to species, number of animals, and a description of how the animals will be exhibited or utilized.

8. 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 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 two 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. For purposes of all notices, Licensee's and County's representatives are:

County:
Alachua County
12 SE 1st Street, 2nd Floor
Gainesville, FL 32601

Licensee: |
Name: _____
Address: _____

|A copy of any notice hereunder must also be sent to:

Clerk of the Court		Budget and Fiscal Services
Alachua County Florida		12 SE 1 st Street, 3 rd Floor
12 SE 1 st Street, 4 th Floor	AND TO	Gainesville, FL 32601
Gainesville, FL 32601		Attn: Contracts
Attn: Finance and Accounting		

9. Indemnification. **LICENSEE HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST THE COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS LICENSE AGREEMENT AND FROM LICENSEE'S ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** In the event the County is alleged to be liable, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees, and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the expiration or termination of this License

Agreement. Nothing contained herein constitutes a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. Insurance

a. As a condition precedent to being granted any access to the Facility under this License Agreement, the Licensee, at its sole and exclusive cost, 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 licensed Facility throughout the entire term of this License Agreement of the types and in the minimum amounts as detailed in "**Exhibit F**", Insurance requirements.

b. Licensee shall provide a Certificate of Insurance (COI) to the County at least fourteen calendar days prior to Move-In Date. The Licensee agrees to provide the County with written notice of cancellation, modification or material changes to the policy immediately. The Certificate of Insurance 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 Move-In Date.

c. Failure of the Licensee to provide the County with the COI shall be grounds for the County to terminate this License Agreement.

11. Termination. The County Manager, or designee, may terminate this License Agreement at any time with or without cause. If so terminated, Licensee shall immediately remove all personal property from the Facility or it is forfeited to the County. Licensee waives and releases the County from all claims to damages related to such termination.

12. Laws and Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to this License Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may be applicable. 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.

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

14. 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 License Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

15. Severability Clause. Paragraphs 9 and 10 are essential and indivisible provisions of this License Agreement and must be interpreted to provide the broadest protection to the County. If Paragraph 9 or Paragraph 10 is declared to be void by a court of law, then the entire License Agreement is void. If any other provisions of this License Agreement are declared void by a court of law, all other provisions will remain in full force and effect.

16. 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.

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

18. Amendments. The Parties may amend this License Agreement only by mutual written agreement of the Parties, executed with the same formalities as this License Agreement.

19. Attachments. All Exhibits and amendments attached to this License Agreement are incorporated into and made part of this License Agreement by reference.

20. Entire Agreement. This License Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Licensee has caused this License Agreement to be executed for the uses and purposes therein expressed.

LICENSEE |

(Signature) |

(Title)

(Print name)

Date: _____

IF THE LICENSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

FOR AN OATH OR AFFIRMATION:

STATE OF FLORIDA

COUNTY OF ALACHUA

Sworn to (or affirmed) and subscribed before me this _____ day of _____ ,

(20 _____), by _____

(Name of person making statement)

(Official Notary Signature and Notary Seal)

(Name of Notary Typed, Printed or Stamped)

Personally Known OR Produced Identification

Type of Identification Produced

_____ |

**EXHIBIT D
WAIVER AND RELEASE FOR CHILD**

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Facility

In consideration of permitting of my minor child, _____
(hereinafter, the "Child"), to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, (hereinafter, the "Facility") and in consideration of permitting the Child to enter to Property and participate in the activities administered at the Facility by _____,

I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY. This release applies during the time that my Child at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA 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 FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Facility in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition to participate in the activities administered at the Facility by _____, [with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume, on behalf of myself and my Child, ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I am the parent or legal guardian of the above named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Child’s signature)

(Parent’s signature)

(Child’s name printed)

(Parent’s name printed)

Date: _____

Date: _____

EXHIBIT E
WAIVER AND RELEASE FOR ADULT

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Facility

I, _____ (name of participant), in consideration to enter the Alachua County Agriculture and Equestrian Center located at 23100 W. Newberry Road, Newberry, Florida 32669, which is owned by Alachua County, a charter county and political subdivision of the State of Florida (hereinafter, the "Facility") and in consideration of my participating in the activities administered at the Facility by _____, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE CENTER AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that I am at the Facility. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Facility or activities occurring thereon.

I understand and acknowledge that horseback riding and other equestrian events are inherently dangerous activities. The Facility may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA 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 FACILITY FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE FACILITY, AND I AGREE THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Facility in its “AS-IS,” “WHERE-IS” and “WITH ALL FAULTS” condition to participate in the activities administered at the Facility by _____ with knowledge of the dangers involved, and I hereby agree to accept and assume ALL RISKS associated with entering the Facility, including but not limited to injury or death, property loss or damage.

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Executed and agreed to by:

(Signature)

(Print name)

Date: _____
|

EXHIBIT F
INSURANCE REQUIREMENTS
Alachua County Agriculture and Equestrian Center
Licensee's Insurance

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all owned vehicles, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability Coverage

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee’s insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by *the County, its officials, employees or volunteers shall be excess of Licensee’s insurance and shall* be non-contributory

II. Workers Compensation and Employers’ Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III. All Coverage

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under “claims made” form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insured under its policies. All coverage for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder:

**Alachua County Board of County Commissioners
Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601**