

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT, by and between the CITY OF LAUDERHILL, FLORIDA, located at 5581 West Oakland Park Boulevard, Lauderhill, FL 33313, a municipal corporation of the State of Florida, hereinafter referred to as the "LICENSOR", and the HONDATECH OF SOUTH FLORIDA, FOREIGN TECH OF SOUTH FLORIDA and DWIGHT O. BRADY, located at 426 N.W. 40th Avenue, Plantation, FL 33317, a Florida for profit corporation, hereinafter referred to as "LICENSEE".

W I T N E S S E T H:

Whereas, the LICENSOR owns the ingress and egress alleyway and the paved parking spaces located on the east side alleyway as depicted in Exhibit A, attached hereto and incorporated by reference, and

Whereas, the LICENSEE is in need of additional parking to accommodate the employees and customers of LICENSEE, and

Whereas, LICENSOR and LICENSEE wish to enter into a Parking License Agreement to permit employees and customers to park on LICENSOR'S paved parking area.

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. LICENSE AGREEMENT:

LICENSOR hereby grants to LICENSEE, the non-exclusive right, license and privilege of occupying the Licensed Premises for parking. This License Agreement does not constitute a lease, contract, or establish a Landlord-Tenant relationship.

2. TERM:

LICENSEE acknowledges that LICENSEE has no legal right to be on said premises and this Agreement can be canceled by the LICENSOR. It is specifically understood and agreed by LICENSEE that the parking privilege granted herein is temporary and may be terminated at any time by LICENSOR after providing thirty (30) days written notice.

3. USE OF PREMISES:

LICENSEE shall use and occupy the Licensed Premises solely for the purpose of parking of two axle passenger vehicles by the employees and customers as stated below:

- a. The LICENSEE shall have the use of the aforementioned parking area that provides for parking of a maximum of 15 motor vehicles. This license agreement shall immediately be deemed null and void if the LICENSOR finds that LICENSEE has allowed more than 15 vehicles to park on LICENSORS property.
- b. Within sixty (60) days after this license agreement is approved by both parties, the LICENSEE shall, at LICENSEES sole cost and expense, have the asphalt marked with white stripes to clearly designate the 15 parking spaces.
- c. For the entire time that this license agreement is in force and effect, the LICENSEE shall, at LICENSEE'S sole cost and expense, ensure that the landscaped area adjacent to the designated 15 parking spaces is mowed and kept clean of trash and debris. The LICENSEE will be responsible for cleaning the asphalt parking area for the designated 15 parking spaces.
- d. LICENSEE shall ensure that the 15 parking spaces are only used during normal business hours. No vehicles shall be allowed to park prior to 7 a.m. No vehicles shall be allowed to remain beyond 8:00 p.m. No vehicles shall be allowed to remain overnight or on weekends. No vehicles shall be allowed to block or impede access through the alleyway at any time.
- e. LICENSEE shall pay LICENSOR one hundred dollars (\$100.00) per month for the cost to LICENSOR to monitor this agreement. The payment to LICENSOR shall be made on a biannual basis.
- f. The LICENSEE shall ensure that no hazardous material or substance is stored, left or placed on any of LICENSOR'S property. This license agreement shall immediately be deemed null and void if the LICENSOR finds that LICENSEE has allowed any hazardous material or substance to be stored, left or placed on any of LICENSOR'S property. The parties agree LICENSEE shall not be liable for the disposal or removal of any illegal dumping committed by third parties in the licensed area. The parties agree that LICENSEE has no control over use of the premises by third parties outside of the contracted hours of operation stated in this agreement.

4. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alternation, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof, without the LICENSOR's written consent.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition during its time of use by LICENSEE.

LICENSEE shall at all times keep and maintain vehicular access to the Licensed Premises. No vehicles shall be allowed to block or impede access through the alleyway.

5. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises. Should LICENSEE attempt to assign this License, then the License shall be terminated forthwith, without prior notice to LICENSEE.

6. DAMAGE TO PREMISES:

LICENSEE agrees that all personal property placed upon the Licensed Premises shall be placed upon the Licensed Premises at the sole risk of LICENSEE and not of the LICENSOR. LICENSEE shall give the LICENSOR, or its agents, prompt written notice by certified mail of any occurrence, incident or accident occurring on the Licensed Premises. In the event any damages should occur to the Licensed Premises, LICENSEE shall promptly notify the LICENSOR.

7. INSPECTIONS:

The LICENSOR or its agents, or any authorized employee of said agent, may enter upon the Licensed Premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the Licensed Premises according to this License Agreement.

8. INDEMNIFICATION:

To the extent permitted by law, LICENSEE shall indemnify, defend and hold the LICENSOR, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. LICENSOR reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes. Neither LICENSOR nor LICENSEE intends to directly or indirectly benefit a third party by this License Agreement. Therefore, the parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall

be entitled to assert a claim against either of them based upon this License Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this License Agreement.

This section shall survive the termination of all performance or obligations under this License Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

9. TERMINATION:

This License Agreement may be terminated by LICENSOR or by LICENSEE any time, without cause, by giving thirty (30) days written notice of such termination to the other party.

In the event LICENSEE breaches this License Agreement, LICENSOR may immediately provide written notice terminating this License Agreement, and immediately prohibit LICENSEE's use of the Licensed Premises.

In the event LICENSEE utilizes the Licensed Premises for a purpose or purposes other than that stated in Section 3 of this License Agreement, or breaches any of its other covenants set forth in this License Agreement, LICENSOR shall have the right to terminate this License Agreement by giving no less than three (3) days written notice of such termination.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES:

It shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary and free from trash and debris during and immediately after the LICENSEE'S use of the Licensed Premises. The upkeep and maintenance of all areas herein licensed by LICENSOR to LICENSEE shall be borne by LICENSEE, and LICENSEE agrees to maintain the Licensed Premises in accordance with the terms and conditions of this License Agreement and consistent with prudent and well- reasoned maintenance procedures and techniques. Upon expiration or termination of this non-exclusive license, LICENSEE shall restore the Licensed Premises to the condition that it existed as of September 1, 2021.

11. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the Licensed Premises to the LICENSOR, or its agents, or upon termination of the License.

13. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this License Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this License Agreement shall be waived or modified except by the parties hereto in writing.

14. NOTICES:

Any notice or demand, which under the terms of this License Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice, or by hand delivery to such address.

Notice to the LICENSOR shall be addressed to:

City Manager
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

Notice to the LICENSEE shall be addressed to:

Hondatech of South Florida, Inc
Dwight O. Brady
426 N.W. 40th Avenue
Plantation, FL 33317

15. INDEPENDENT CONTRACTOR:

LICENSEE is an independent contractor under this License Agreement. Services provided by LICENSEE shall subject only to the supervision of LICENSEE, and such services shall not be provided by LICENSOR or its agents, officers or employees.

16. ONLY AGREEMENT:

This License Agreement supersedes and replaces all prior agreements with respect to the Licensed Premises.

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement on the respective dates under each signature:

LICENSOR:
CITY OF LAUDERHILL, FLORIDA

By _____

Title: _____

____ day of _____, 2021

WITNESS:

Jonathan Chase
Print Name *Jonathan Chase*

C. Rutke
Print Name *CONFAD RUTKE*

LICENSOR:

Dwight Brody

By *[Signature]*

Title: *President*

25 day of *August*, 2021

EXHIBIT A

Aerial image of the premises.