

## **FACILITY LICENSE AGREEMENT**

This Facility License Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the City of Lauderhill, a Florida municipal corporation, with a principal address of 5581 W. Oakland Park Boulevard, Lauderhill, Florida 33313 (“City” or “Licensor”), and CYTT Inc., a Florida corporation, with a mailing address of 115 NE 193rd Street, North Miami Beach, Florida 33179 (“Licensee”).

WITNESSETH:

WHEREAS, the City owns and operates public facilities for municipal, community, recreational, educational, and cultural purposes; and

WHEREAS, Licensee seeks limited access to designated areas within a City facility for the provision of arts-based, educational, enrichment, and community programming that serves a public purpose; and

WHEREAS, the City is willing to grant a revocable, non-exclusive license for such use, subject at all times to City operational needs, public access requirements, and City scheduling priority; and

WHEREAS, the Parties acknowledge that any fee paid under this Agreement is intended to offset administrative, operational, and facility-related costs associated with Licensee’s use, and does not constitute rent or consideration for exclusive possession of City property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. GRANT OF LICENSE / USE OF FACILITY. The City hereby grants Licensee a non-exclusive, revocable, non-assignable license to use designated program and activity spaces within the Windermere Community Center, located at 2331 NW 87th Lane, Lauderhill, Florida 33311 (“Facility”), as further described in Exhibit “A” (“Licensed Areas”).

The City retains full authority and priority to schedule City programs, public events, elections, emergency operations, maintenance activities, and other public-purpose uses throughout the Facility. Licensee acknowledges that the Facility is a public facility and that public access may not be unreasonably restricted.

Nothing contained herein shall be deemed to convey any leasehold interest, estate, or property right. This Agreement does not create a landlord-tenant relationship.

2. PERMITTED USE. The Parties acknowledge and agree that Licensee may use the Licensed Areas solely for the following approved purposes:

- a. Recreational, arts-based, enrichment, cultural, and educational programming;
- b. Programs for youth (ages 5 and older), teens, adults, and seniors;
- c. Workshops, classes, and community activities incidental to such programming.

Any use outside the scope of the permitted uses requires the City's prior written approval. Licensee shall not:

- a. Conduct unapproved retail sales;
- b. Sublease, assign, or grant usage rights to third parties;
- c. Install signage or make representations of exclusive occupancy without City Approval;
- d. Operate in violation of City policy, ordinance, or applicable law.

3. TERM. The Term of this License Agreement shall be two (2) years, commencing on the date on which both Parties have executed this Agreement ("Commencement Date") and ending two (2) years thereafter ("Expiration Date"). Tenant may request one (1) additional one-year renewal term, which shall be granted only upon approval of the City Commission and conditioned upon Tenant's continued compliance with this License Agreement.

4. LICENSE FEE. Licensee shall pay the City a monthly facility license fee of One Thousand Five Hundred Dollars (\$1,500.00) for the non-exclusive, revocable use of the Facility. The license fee is due on the first business day of each month unless otherwise directed by the City.

The Parties acknowledge that the license fee is intended to offset City administrative, operational, and facility-related costs and does not constitute rent or consideration for exclusive possession.

Licensee may establish and collect program participation fees solely in connection with approved programming conducted under this Agreement and shall retain such revenues. All fees charged to participants shall be disclosed in advance and comply with applicable City policies and laws. The City shall have no responsibility for collecting or administering Licensee's program fees.

5. PROGRAM SCHEDULE. Licensee shall provide the City with a written schedule of proposed programs, dates, times, and space usage, attached hereto as Exhibit "A". Program schedules are subject to City approval and may be modified to accommodate City use.

6. CITY SCHEDULING. City use of the Facility shall at all times take precedence over Licensee's use. The City reserves the right to displace, reschedule, or cancel Licensee

programming as reasonably necessary to accommodate City operations, emergencies, or maintenance. The City shall use commercially reasonable best efforts to provide Licensee with at least seven (7) days' advance notice of any such displacement when practicable; provided, however, that failure to provide such notice shall not limit the City's authority under this Agreement. In the event Licensee's use is displaced, the City shall use commercially reasonable best efforts to work with Licensee to reschedule the displaced use on a mutually agreed-upon date and time, subject to Facility availability and City operational needs.

**7. COMPLIANCE WITH LAWS.** Licensee shall use and occupy the Staging Area in compliance with all federal, state, and local laws, ordinances, rules and regulations, and shall obtain all required permits and approvals.

**8. AS IS CONDITION.** Licensee accepts the Licensed Areas in "AS IS" condition and shall, at all times, maintain the Licensed Areas in a clean, safe, and orderly condition, provide adequate supervision of all participants, and promptly repair or reimburse the City for any damage to the Facility caused by Licensee's use. The City shall remain responsible for the maintenance and repair of structural components and major building systems.

**9. NO ALTERATIONS.** Licensee shall not make permanent alterations to the Licensed Area without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion.

**10. INSURANCE.** Throughout the term of this Agreement, Licensee shall maintain, at its sole expense, insurance coverage with insurers authorized to do business in the State of Florida, including Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, naming the City of Lauderhill as an Additional Insured, which coverage shall be primary and non-contributory with respect to any insurance maintained by the City; Workers' Compensation Insurance as required by Florida law; and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000). Certificates of insurance evidencing such coverage shall be provided to the City prior to commencement of use and upon renewal and shall provide for at least thirty (30) days' prior written notice to the City in the event of cancellation or material change in coverage.

**11. INDEMNIFICATION.** To the fullest extent permitted by law, Licensee shall protect, defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Licensee's use of the Facility, except to the extent caused by the City's gross negligence or willful misconduct.

12. TERMINATION FOR CONVENIENCE. Upon ninety (90) days written notice to Licensee, CITY may, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract.

13. NOTICES. All notices shall be in writing and delivered by hand delivery or commercial overnight courier with receipt, to the addresses below, or to such other address as may be specified by written notice:

Owner:  
City of Lauderhill  
5581 W. Oakland Park Blvd.,  
Lauderhill, FL 33313

Licensee: CYTT INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

14. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. Each Party submits to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida.

15. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions. It may only be amended by a written instrument executed by both Parties. If any provision is held invalid, the remainder shall remain in effect.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the Effective Date.

OWNER:

City of Lauderhill

By: \_\_\_\_\_

Name: Kennie Hobbs Jr.

Title: City Manager

Date: \_\_\_\_\_

LICENSEE:

CYTT INC,

a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**