

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into and effective the _____ day of _____, 202_ (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of Florida (“Licensor”), whose address 117 W. Duval Street, Jacksonville, Florida 32202, and **JACKSONVILLE MOTORCYCLE SAFETY TRAINING, INC.**, a Florida corporation (“Licensee”), whose address is 97352 Castle Ridge Drive Yulee, Florida 32097.

RECITALS:

A. Licensor owns certain real property more particularly described on Exhibit A attached and incorporated in this License (the “Property”).

B. Licensee has requested and Licensor has agreed to License to Licensee, upon the terms and conditions contained in this License, certain use rights in the surface parking area on the Property (the “Premises”) for use by Licensee for conducting motorcycle safety training classes.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this License, Licensor and Licensee agree as follows:

1. Recitals. The recitals set forth above are accurate, correct, and true and incorporated in this License by this reference.

2. Definitions. As used in this License, the words defined immediately below shall have the meaning there ascribed to them. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) **“Allowed Use”** means the Licensee’s use of the Premises one weekend per month (defined as a consecutive Saturday and Sunday) to conduct motorcycle safety training classes and instruction, in compliance with the terms of this License and all Governmental Requirements.

(b) **“Governmental Requirement”** means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over Licensor, Licensee and/or the Premises. Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Code; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside present contemplation of the respective parties to this transaction.

(c) **“Hazardous Materials”** means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances or related materials including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. ss. 9601 et seq.);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. ss. 1808 et seq.);

(iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. ss. 6901 et seq.);

(iv) Regulations adopted and publications promulgated pursuant to the foregoing;

(v) Any other Governmental Requirement; and

(vi) Any other material, the use, release, disposal, or presence of which may result in liability under any Governmental Requirement or common law action.

(d) “**License**” means this agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same.

(e) “**License Term**” or “**Term**” means the term of this License, which shall be for an initial term of one (1) year commencing on the Effective Date (the “Initial Term”), with one (1), one (1) year renewal option.

(f) “**Licensor**” means the City of Jacksonville, a Florida municipal corporation.

(g) “**Premises**” means those certain surface parking facilities on the Property as described on Exhibit A.

(h) “**Section**” means the numerical sections of this License and the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

(i) “**Licensee**” means Jacksonville Motorcycle Safety Training, Inc., a Florida corporation.

3. License. In consideration of the representations, warranties, agreements, and covenants contained herein, Licensor licenses to Licensee, and Licensee licenses from Licensor, the Premises for the License Term, all in accordance with all of the provisions, covenants, conditions, and terms herein. The Premises and any improvements thereon are provided to Licensee in its “AS IS, WHERE IS” condition and without representation or warranty by Licensor as to the suitability or condition of the Premises for Licensee’s use.

4. Renewal Terms. The Licensee shall have the option to renew this License for one (1) additional, one (1) year period under the same terms and conditions contained herein. Licensee may exercise such options by providing thirty (30) days written notice to Licensor prior to the expiration of the current term. In the event that Licensee shall continue occupancy of the Premises after the expiration of the term of this License or any renewal or extension thereof without any agreement in writing between Licensee and Licensor with respect thereto, such occupancy shall not be deemed to extend or renew the term of the License, but such occupancy shall continue at will, from month to month, upon the covenants, provisions and conditions herein contained. Either party hereto may terminate this License for convenience with thirty (30) days prior written notice to the other party.

5. License Fee. Licensor and Licensee have agreed that the monthly License Fee for the Term hereof shall be in the amount of TWO HUNDRED SEVEN AND NO/100 DOLLARS (\$207.00). In the event the one-year renewal option is exercised, the base monthly License Fee, payable on the anniversary of the original one-year term, shall increase by 3.00% of the original fee to the amount \$213.21 for each of the remaining months of the agreement. Furthermore, any additional use of the Premises as defined in Paragraph 7(a), occurring within the renewal period, shall also be at the rate of \$213.21 per instance.

6. Taxes and Other Charges. Licensee shall bear, pay and discharge, before the last day on which payment may be made without penalty or interest, all applicable federal, state, and local taxes, of whatever kind or nature, if any, which shall or may during the License Term be lawfully charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with, the use, occupancy, or possession of the Premises or any part thereof. The Licensee shall be solely responsible for all taxes, assessments, and fees of any kind relating to the Premises or Licensee's use thereof.

7. Use of Premises.

(a) Licensee shall only use the Premises for the Allowed Use. No other use of the Premises is allowed without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensee agrees to comply and be in compliance at all times with such Governmental Requirements imposed upon the Premises and shall not in any way subject Licensor to liability or exposure for failure to adhere to the same. Licensee shall not install any directional or other signage regarding its use of the Premises. Licensee shall provide Licensor, on a quarterly basis, written notice of each weekend per month that Licensee intends to utilize the Premises (the "Use Schedule"). Changes to the Use Schedule may be requested by Licensee in writing and are subject to the written approval of the City in its reasonable discretion. If Licensee requests and Licensor approves the use of the Premises for more than one weekend per month, Licensee shall pay an additional License Fee of \$207.00 for each additional weekend.

(b) Licensee has adopted and will maintain throughout the term of this License a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

(c) Licensee shall be responsible for all security relating to its use of the Premises.

8. Improvements to Premises, Personal Property. Licensee shall not make additions, structural alterations, changes or improvements in or to the Premises or any part thereof, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensee shall be responsible for any and all damages resulting from any alteration, addition or change Licensee makes, whether or not Licensor's consent therefor was obtained. Any and all alterations, additions and changes made to the Premises which are consented to by Licensor shall be made under the supervision of a licensed architect or licensed structural engineer and in accordance with plans and specifications approved in writing by the Licensor before the commencement of the work and all necessary governmental approvals and permits, which approvals and permits Licensee

shall obtain at its sole expense. All contractors and subcontractors utilized by Licensee shall be subject to Licensor's prior written approval, and Licensee or its contractors and sub-contractors shall provide the necessary insurance prior to commencement of work and as approved by the City of Jacksonville, Office of Risk Management. Insurance requirements will be determined by the City's Office of Risk Management based upon the scope of work being performed. The City of Jacksonville, its officials, officers, employees and agents shall be named as an additional insured and a Waiver of Subrogation in favor of the City of Jacksonville. Prior to proceeding with any alteration, Licensee shall provide Licensor with at least fifteen (15) days prior written notice. In addition, Licensor may, in its discretion, require Licensee to obtain a lien and completion bond or some alternate form of security satisfactory to Licensor in an amount sufficient to ensure the lien-free completion of such alterations and naming Licensor as a co-obligee. All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of the work. Subject to the terms hereof, if any work is done by Licensee without Licensor's consent the Premises shall be returned to its original condition at Licensee's expense upon request by Licensor. Menial, regular, and routine maintenance, which shall be performed by Licensee, shall not be included in this provision; it being understood that the Licensee shall maintain the Premises in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this License. All additions, alterations, changes or improvements made by Licensee with the prior consent of Licensor shall be constructed at Licensee's sole expense and shall, upon completion thereof, become the property of Licensor. All additions, alterations, changes or improvements shall be made in conformance with applicable Governmental Requirements. Licensee may not place its personal property and storage materials on or within the Premises overnight during the License Term; all Licensee personal property that may be on the Premises during the License Term shall be at Licensee's sole risk.

9. Licensee Maintenance, Repairs and Utilities. Licensee shall continuously maintain and keep in good repair and safe condition, at its sole cost and expense, the Premises; it being understood the Licensee shall pay and be responsible for the costs of all use, maintenance, and repair associated with Licensee's Permitted Use of the Premises. Licensor shall provide and pay for the costs of electrical, water, sewer, and janitorial services, if any, for the Premises. Licensor shall have no liability to Licensee for the interruption, reduction, termination or cessation of utility services serving the Premises. Licensee shall be responsible for the costs of all use, maintenance and repair for internet, telephone, and cable television services it may desire and shall provide its own telephones, computers and other equipment and furniture if so desired.

10. Licensor Capital Maintenance and Repairs. Licensor shall, at its expense, and except for repairs rendered necessary by the intentional or negligent acts or omissions of Licensee or any of Licensee's employees, agents, contractors or invitees, keep in good repair the structural portions of the Premises. Licensor shall not be required to repair or replace any portion of the Premises. The Licensor shall give the Licensee forty-eight (48) hours' advance notice of the scope and necessity of any work to be performed. In an emergency, however, the Licensor may, without advance notice to the Licensee, undertake any temporary corrective action that is necessary to abate the emergency until the Licensor can give the required notice to the Licensee of the permanent corrective action to be undertaken.

11. Insurance. See Exhibit B attached hereto and incorporated herein by this reference for the insurance requirements of Licensee.

12. Indemnification. See Exhibit C attached hereto and incorporated herein by this

reference for the indemnification obligations of Licensee.

13. Compliance with Governmental Requirements. During the License Term, Licensee shall comply with all Governmental Requirements governing or affecting the Premises and the use thereof for any reason. Licensee shall notify Licensors of its violation of any Governmental Requirement promptly after Licensee's knowledge thereof, and Licensee shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Upon Licensors' request, Licensee shall assure Licensors from time to time, in written certifications, that Licensee and the Premises are in compliance with all Governmental Requirements and this License.

14. Title to Premises. Title to the Premises shall remain vested with Licensors, subject to the covenants, conditions and terms of this License and Licensee shall have no interest in the title to the Premises but shall only have a license interest thereto. Any improvements made to the Premises shall be vested with Licensors who shall have the title thereto, subject to the covenants, conditions and terms of this License; however, no furnishings, furniture, equipment or other personal property installed or constructed by Licensee on or within the Premises shall be Licensors' property, but shall be the property of Licensee. Licensee shall have control of the Premises, subject to the covenants, conditions and terms of this License, but Licensors shall always remain vested with title to the Premises and in control thereof to ensure that neither Licensee nor any other entity shall have the authority or right to violate Governmental Requirements affecting the Premises and the utilization thereof.

15. Fire or Other Casualty.

(a) Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Licensors shall, within 90 days after such Casualty, deliver to Licensee a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) Licensee's Rights. If a material portion of the Premises is damaged by Casualty such that Licensee is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Licensors estimates that the damage caused thereby cannot be repaired within 180 days after the commencement of repairs (the "Repair Period"), then Licensee may terminate this License by delivering written notice to Licensors of its election to terminate within 30 days after the Damage Notice has been delivered to Licensee.

(c) Licensors' Rights. If a casualty damages the Premises or a material portion of the Building and (1) Licensors estimates that the damage to the Premises cannot be repaired within the Repair Period, (2) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by Licensors, and such damage occurs during the last two years of the Term, (3) regardless of the extent of damage to the Premises, the damage is not fully covered by Licensors' insurance policies or Licensors makes a good faith determination that restoring the Building would be uneconomical, or (4) Licensors is required to pay any insurance proceeds arising out of the Casualty to a Licensors Mortgagee, then Licensors may terminate this License by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Licensee.

(d) Repair Obligation. If neither party elects to terminate this License following a Casualty, then Licensors shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Licensors shall not be required to repair or replace any improvements, alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Licensee at Licensee's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Licensee or others in the Premises or the Building, and Licensors obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Licensors for the Casualty in question. If this License is terminated under the provisions of this Section 15, Licensors shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Licensee has failed to maintain insurance on such items as required by this License, Licensee shall pay Licensors an amount equal to the proceeds Licensors would have received had Licensee maintained insurance on such items as required by this License).

(e) Abatement of Rent. If the Premises are damaged by casualty, rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Licensors's repairs (or until the date of termination of this License by Licensors or Licensee as provided above, as the case may be), unless the Licensee, its employees or invitees caused such damage, in which case, Licensee shall continue to pay rent without abatement.

16. Hazardous Materials.

(a) Licensee shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials on the Premises. Licensee shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the Premises of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or allowed to leak, spill or discharge on or upon the Premises by accident or otherwise, Licensee shall provide immediate written notice thereof to Licensors and Licensee shall immediately commence and diligently pursue the removal of any such Hazardous Material and Licensee shall remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments and penalties arising therefrom. Licensee shall furnish Licensors periodically at Licensors's request, certification that Licensee is in compliance with the provisions of this Section. The provisions of this Section shall survive termination of this License.

(b) Licensee shall provide written notice to Licensors within three (3) days of:

(i) any change in Licensee's utilization and operation of the Premises involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) release, spillage, leakage or disposal of any Hazardous Material at the Premises.

(c) If Licensee shall fail to comply with any of the provisions of this Section, Licensors shall have the right, but shall not be obligated, to enter into and go upon the Premises without thereby causing or constituting a termination of this License, or ejection of Licensee, either constructive or otherwise, in whole or in part, from all or any portion of the Premises, or an interference with Licensee's possession and use of the Premises, and take such steps and incur such expenses as Licensors shall deem necessary to correct Licensee's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Licensee is responsible and Licensee shall reimburse Licensors on demand for any expense incurred by Licensors as a result thereof.

17. Default. Each of the following events shall be a default hereunder by Licensee and shall constitute a breach of this License:

(a) If Licensee shall fail to pay any License Fee, maintenance costs, utility charges, or other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for ten (10) days after Licensors' written notice for payment; or

(b) If Licensee shall fail to perform any of the covenants, conditions and terms of this License on Licensee's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Licensors to Licensee; or if Licensee shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Licensee shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, Licensee, having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance (however, in no event shall such extended period exceed ninety (90) days); or

(c) If Licensee shall abandon the Premises for any period of time exceeding sixty (60) consecutive calendar days; or

(d) If Licensee assigns or sublets this License; or

(e) If Licensee shall fail to maintain the proper insurance as required by this License after having received written notice from Licensors; or

If an event of default shall occur and be uncured, then Licensors shall have the right, but not the obligation, to immediately terminate and cancel this License by giving Licensee written notice of such termination and cancellation. Upon such notice, this License shall terminate and the parties shall be released from all obligations under this License; provided however that Licensee shall not be released from any outstanding License fees or other charges due to Licensors by Licensee pursuant to the terms of this License. The foregoing remedy shall not be the exclusive remedy for Licensors for this License, but is cumulative to all other remedies available to Licensors at law and in equity.

18. Termination. Licensors hereby reserves the right to terminate this License under circumstances that threaten the public health or safety, or if the license creates an adverse impact on Licensors' tax exempt status.

19. Licenses, Permits. Licensee will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Premises for the Allowed Use.

20. Assignment. Licensee shall not transfer, hypothecate, mortgage, pledge, assign, convey or sublet its interest in the License or the Premises or any part thereof; it being understood this License is personal to Licensee. If Licensee assigns any rights or duties under this License, this License shall be void.

21. Expiration of Term. At the expiration of the License Term, Licensee shall peaceably return to Licensor the Premises in good condition, ordinary wear and tear excepted. It is understood and agreed between Licensor and Licensee that Licensee shall have the right to remove from the Premises in a reasonable period of time all personal property of Licensee situate at the Premises, provided Licensee restores the Premises after the removal therefrom. Any personal property of Licensee not removed shall become the property of Licensor, who may dispose of the same in its sole discretion without liability to Licensee therefor. Further, the Licensee shall not have encumbered the Premises with any mortgages, mechanics' liens, or otherwise.

22. Right of Licensor to Inspect. Licensor, upon reasonable notice, may enter into and upon the Premises for the purpose of inspecting same, for showing the Premises to prospective Licensee s, and for any other purposes allowed hereunder.

23. Force Majeure. If Licensor or Licensee shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

24. Liens. Licensee shall immediately after it is filed or claimed, have release (by bonding or otherwise) any mechanics', material man's or other lien filed or claimed against any or all of the Premises or any other property owned or Licensed by Licensor, by reason of labor or materials provided for Licensee or any of its contractors or subcontractors, or otherwise arising out of Licensee's use or occupancy of the Premises. Nothing in the provisions of this License shall be deemed in any way to give Licensee any right, power or authority to contract for or allow to be furnished any service or materials which would give rise to the filing of any mechanics' or materialmen's lien against Licensor's estate or interest in and to the Premises, it being expressly agreed that no estate or interest of Licensor in and to the Premises shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Licensee. At Licensor's request, Licensee shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding Section in accordance with section 713.10, Florida Statutes.

25. Condemnation. If any part of the Premises is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, Licensor may, at its sole option, terminate the License by giving written notice to Licensee within thirty (30) days after the taking, or if by reason of such taking of the Premises, Licensee's operation on or access to the Premises is substantially and materially impaired, Licensee shall have the option to terminate this License by giving written notice to Licensor within thirty (30) days after taking. Licensee hereby

waives any and all rights it may have in all condemnation awards including, without limitation, loss of or damage to its License, and hereby assigns said claims to Licensor except such awards as are separately and specifically awarded to Licensee for its separate personal property, moving expenses and business damages.

26. Miscellaneous:

(a) Notices. Any and all notices that are allowed or required in this License shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Licensor: City of Jacksonville
Office of Economic Development
117 W. Duval St., Suite 250
Jacksonville, Florida 32202
Attn: Executive Director

With a copy to: Office of General Counsel
City of Jacksonville
Attn: Government Operations Dept.
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Licensee: Jacksonville Motorcycle Safety Training, Inc.
97352 Castle Ridge Drive
Yulee, FL 32097
Attn: Alfrid Van Den Heever

or such other address either party from time to time may specify in writing to the other.

(b) Legal Representation. Each respective party to this License has been represented by counsel in the negotiation of this License and accordingly, no provision of this License shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this License or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this License.

(d) Severability or Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the License shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions,

covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed severable from the remaining agreements, provisions, covenants, conditions and terms of the License and shall in no way affect the validity of any of the other provisions hereof unless such unenforceable provisions contain material terms of the transaction.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Licensor or Licensee in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than Licensor and Licensee any right, remedy or claim, equitable or legal, under and by reason of this License or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Licensor and Licensee.

(g) Successors and Assigns. To the extent allowed by Section 19 or otherwise authorized by Licensor in writing, this License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(h) Survival of Representations and Warranties. The respective representations and warranties of the respective parties to this License shall survive the expiration or termination of the License and remain in effect.

(i) Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this License shall be interpreted in such manner as to be effective and valid under applicable law. Venue for any action arising out of this License shall lie in the jurisdictional courts of Duval County, Florida.

(j) Section Headings. The Section headings inserted in this License are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this License, nor the meaning of any provision, condition or term hereof.

(k) Counterparts and Signature Pages. This License may be executed in two (2) or more counterparts, all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart, and may be delivered by facsimile or in electronic (e.g., pdf) form.

(l) Entire Agreement. This License contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this License, and not contained herein, shall form any part hereof or bind any respective party hereto. This License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(n) Time. Time is of the essence of this License. When any time period specified

herein falls upon a Saturday, Sunday or legal national holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(o) Waiver of Defaults. The waiver by either party of any breach of this License by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this License.

(p) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(q) Mayor and Corporation Secretary. The Mayor and Corporation Secretary shall have the authority to extend the term of this License as provided for herein and also to terminate this License under any circumstances wherein the Licensor has a legal right to terminate this License in accordance with the provisions hereof.

(r) No Warranties. Licensee does not warrant the feasibility of the Licensee's use or the current or ongoing quality or conditions of the improvements or their suitability for Licensee's purposes, the competence or qualifications of any third-party furnishing services, labor or materials whether or not Licensor has approved the contract for the third-party activities, or any other form of warranty or indemnity, including an indemnity for attorney fees. Licensee hereby acknowledges that Licensee has not relied and will not rely upon any experience, awareness or expertise of Licensor, or Licensor's employees, agents or contractors and shall acknowledge that Licensor's only responsibility under the provisions of the license is to provide quiet enjoyment. Licensor shall not be liable to Licensee for any damages arising from Licensee's use of the Premises, whether economic or noneconomic, general or special, incidental or consequential, statutory, or otherwise, arising out of the presence or operation of Licensee's activities on Licensor-owned real property.

(s) No Lease. Licensee expressly acknowledges and agrees that this License is intended to create a revocable license on the terms and conditions set forth herein and is specifically not intended to create a lease. The provisions of Florida law pertaining to leases are specifically not applicable to this License.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the respective parties hereto have executed this License for the purposes expressed herein effective the day and year first above written.

LICENSOR

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

Form Approved:

Office of General Counsel

GC-#1714028-v2-Jacksonville_Motorcycle_Safety_License_Agreement__2025_update.doc

LICENSEE:

WITNESSES AS TO LICENSEE:

JACKSONVILLE MOTORCYCLE SAFETY
TRAINING, INC., a Florida corporation

Print Name: _____

By: _____

Print Name: Alfrid Van Den Heever

Its: _____

Print Name: _____

EXHIBIT A
Description of Premises

A portion of the parcel described below and referred to as "Parking Circle B".

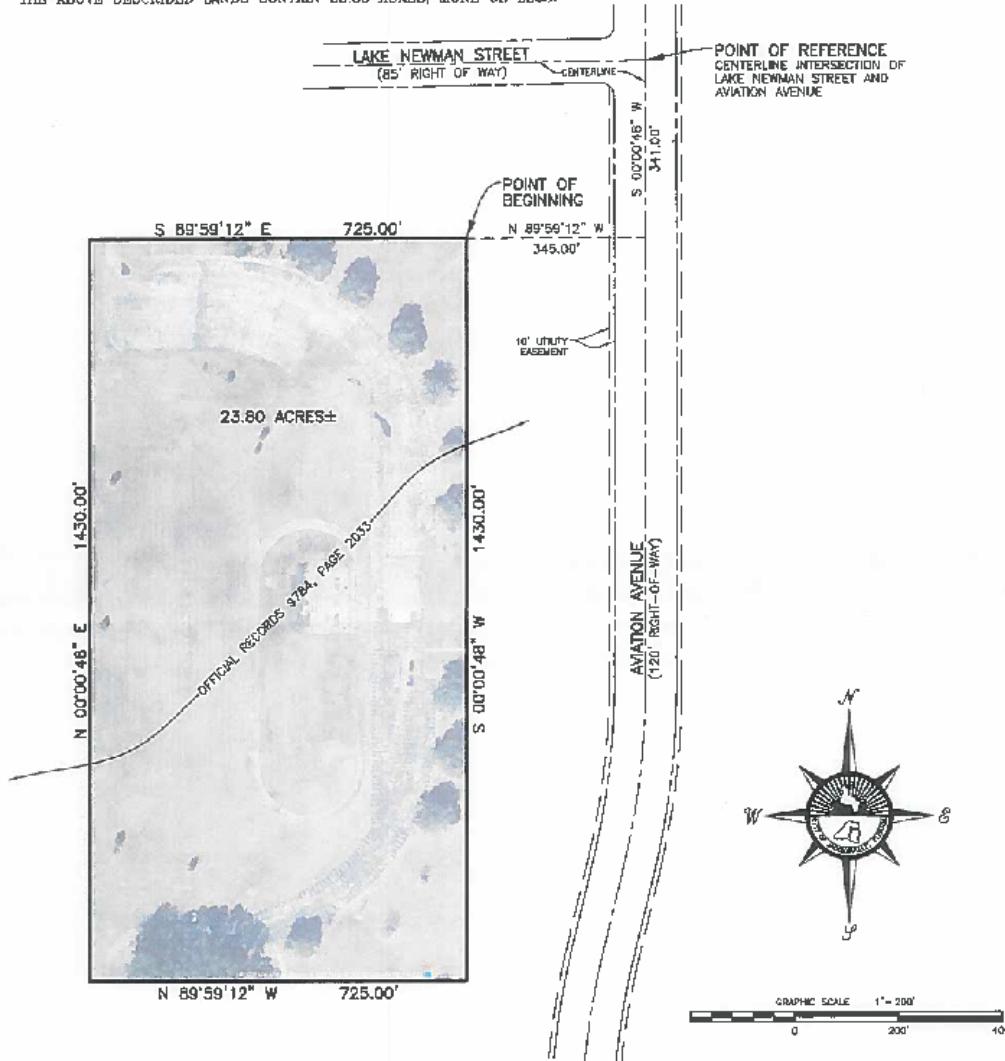
A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9784, PAGE 2033 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF LAKE NEWMAN STREET (AN 85 FOOT RIGHT OF WAY) AND AVIATION AVENUE (A 120 FOOT RIGHT OF WAY); THENCE SOUTH 00°00'48" WEST, ALONG THE CENTERLINE OF SAID AVIATION AVENUE, A DISTANCE OF 341.00 FEET; THENCE NORTH 89°59'12" WEST, A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 1430.00 FEET; THENCE NORTH 89°59'12" WEST, A DISTANCE OF 725 FEET; THENCE NORTH 00°00'48" EAST, A DISTANCE OF 1430.00 FEET; THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 725.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 23.80 ACRES, MORE OR LESS.

MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9784, PAGE 2033 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF LAKE NEWMAN STREET (AN 85 FOOT RIGHT OF WAY) AND AVIATION AVENUE (A 120 FOOT RIGHT OF WAY); THENCE SOUTH 00°00'48" WEST, ALONG THE CENTERLINE OF SAID AVIATION AVENUE, A DISTANCE OF 341.00 FEET; THENCE NORTH 89°59'12" WEST, A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 1430.00 FEET; THENCE NORTH 89°59'12" WEST, A DISTANCE OF 725 FEET; THENCE NORTH 00°00'48" EAST, A DISTANCE OF 1430.00 FEET; THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 725.00 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAIN 23.80 ACRES, MORE OR LESS.



GENERAL NOTES:

1. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE CENTERLINE OF AVIATION AVENUE AS SOUTH 00°00'48" WEST.
3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THIS MAP WAS PREPARED FROM EXHIBIT PROVIDED.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 34-17 (.050-.052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler
 DANNY S. WHEELER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 6902

1-27-22

DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PROJECT PATH: G:\EN\CAD\PROJECTS\71150.mxd

REVISIONS

SURVEY DATA:			
DATA DISK	DATE		
SURVEY BOOK	SCALE	1"=200'	
DRAWN BY	SDC	PROJECT NO.	
LAST DATE IN FIELD			



CITY OF JACKSONVILLE
 DEPARTMENT OF PUBLIC WORKS
 214 N. HOGAN STREET, ENGINEERING DIVISION 10th FLOOR,
 JACKSONVILLE, FL. 32202 (804)255-8756

SHEET NO.	1
OF	1
DRAWING NO.	
DRAWING FILE	



EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting its liability under this License, Licensee shall at all times during the term of this License procure prior to commencement of work and maintain at its sole expense during the life of this License (and Licensee shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

This insurance shall cover the Licensee (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$2,000,000	Personal/Advertising Injury
	\$2,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000 Combined Single Limit
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive

endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048. City of Jacksonville and City's members, officials, officers, employees and agents will be named as Loss Payee on Premises coverage.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Licensee's Insurance Primary. The insurance provided by the Licensee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this License shall remain the sole and exclusive responsibility of the named insured Licensee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this License.
- E. Licensee's Insurance Additional Remedy. Compliance with the insurance requirements of this License shall not limit the liability of the Licensee or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this License or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Licensee shall relieve Licensee of Licensee's full responsibility to provide insurance as required under this License.
- G. Certificates of Insurance. Licensee shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Licensee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Licensee, as

applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Proposer under this License shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this License, Licensee shall present this License and Attachment E & F to its Insurance Agent affirming: (1) That the Agent has personally reviewed the insurance requirements of the License Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Licensee.

If Licensee fails to comply with the foregoing insurance requirements or to deliver to Licensor the certificates or evidence of coverage required herein, Licensor, in addition to any other remedy available pursuant to this License or otherwise, may, but shall not be obligated to, obtain such insurance and Licensee shall pay to Licensor on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

EXHIBIT C

INDEMNIFICATION

Licensee shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance under the License, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this License contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the License; and

3. Intellectual Premises Liability, to the extent this License contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this License, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefor, to defend Licensor in such proceeding at its sole cost utilizing counsel satisfactory to Licensor. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the License or otherwise. Such terms of indemnity shall survive the expiration or termination or expiration of this License and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this License.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.