

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of October 28, 2021 (the "Effective Date") by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA") having an address at 735 NE 125 Street, Suite 100, North Miami, Florida 33161, and **Nicole Galluccio**, a _____ (the "Artist") having an address at **22145 Serenata Circle W, Boca Raton, FL 33433, USA.**

RECITALS

1. Pursuant to a separate written agreement, the NMCRA previously engaged the Artist to provide certain services including the provision of art, designs and products (collectively, the "Art") to the NMCRA.

2. The Artist desires to provide the NMCRA with a license to reproduce the Art for commercial purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Grant of License.** Artist hereby grants to NMCRA an exclusive, non-transferable, fully paid license and right to use and reproduce the Art including the Artist's name and likeness for commercial purposes and for its own account in its sole and absolute discretion (the "License"). Without limiting the forgoing, the NMCRA may reproduce the Art in various mediums including, but not limited to, limited edition prints, books, clothing, beverage containers, mouse pads etc. The NMCRA may offer such reproductions for sale and distribution, and shall be entitled to all revenue received therefrom. The License may also be used by the NMCRA for its marketing and provision of redevelopment services, and may be included on the NMCRA website, other platforms, media sources and advertising.

2. **Quality Control.** NMCRA shall use the License in accordance with general standards of quality applicable to the industry. If at, any time, NMCRA's use of the License shall fail to conform with such standards of quality, Artist shall so notify the NMCRA in writing. Upon such notification, the NMCRA shall promptly cure the non-compliant condition.

3. **Protection of License.** NMCRA agrees that the License any and all rights that may be acquired by the use of the License shall inure to the sole benefit of the NMCRA. In the event that NMCRA learns of any actual or threatened infringement or unauthorized use of the License, NMCRA shall promptly notify the Artist, giving particulars thereof, and NMCRA shall provide information and assistance to the Artist in the event that the Artist decides that proceedings should be commenced or defended. Any such proceedings may only be brought, defended or maintained by the Artist, will be at the expense of Artist.

4. **Compliance with Laws.** In the performance of this Agreement, the NMCRA shall comply with all applicable laws and regulations. Should NMCRA become aware of any applicable laws or regulations which are inconsistent with the provisions of this Agreement, NMCRA shall promptly notify Artist of such inconsistency. Artist may, at its option, either waive the performance of such inconsistent provision or modify the License and rights granted hereunder in order to comply with such inconsistent laws or regulations.

5. **No Assignment.** The benefit of the License shall be personal to the NMCRA, which shall not, without the prior consent in writing of Artist, assign or grant or purport to grant any sublicense in respect to the License.

6. **Term and Termination.** Unless sooner terminated by the mutual agreement of the parties, the License granted under this Agreement shall commence on the Effective Date of this Agreement, and shall continue in effect until the sunset or earlier termination of the NMCRA. Upon termination or expiration of the License granted under this Agreement as set forth in the preceding sentence, all rights (including the right to use the License), privileges and obligations arising from this Agreement shall cease to exist, and the NMCRA will immediately cease and discontinue completely any further use of the License.

7. **Miscellaneous.**

7.1 **Cooperation; Work for Hire.** In order for the NMCRA to exercise its rights hereunder, upon request of the NMCRA, Artist shall promptly deliver to the NMCRA all the electronic files, tapes, or discs relating to the Art. The Artist acknowledges and agrees that the Art including all concepts, ideas, copy, sketches, artwork, electronic files, designs, and any and all documents and other materials prepared and/or provided by the Artist are and shall be considered work for hire under the United States Copyright Act of 1976, and such remain the exclusive property of the NMCRA.

7.2 **Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the parties are independent contractors under this Agreement all intents and purposes. This Agreement shall not be construed as creating any joint venture or similar relationship between Artist and the NMCRA.

7.3 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Artist and the NMCRA designate the following as the respective places for giving such notice:

NMCRA: Rasha Cameau, Executive Director
North Miami Community Redevelopment Agency
735 NE 125 Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9839
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz
NMCRA Attorney
Spiritus Law LLC
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, Florida 33134
Telephone No. (305) 407-1937
Facsimile No. (305) 204-9129

Artist: NICOLE GALLUCCIO
22145 SERENATA CIR.
BOCA RATON, FL
33433
561-901-9072

7.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.6 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

7.7 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County, Florida.

7.8 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and Artist with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

7.9 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the NMCRA or Artist.

7.10 Prevailing Party's Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

7.11 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes.

7.12 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.13 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

7.14 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

8. **WAIVER OF JURY TRIAL. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

[Remainder of page intentionally left blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

ARTIST:

Nicole Gallardo
a VISUAL ARTIST

By: _____
Name: _____
Title: _____

NMCRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

By: 
Rasha Cameau
Executive Director

Attest:

By: 
Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

By: 
Spiritus Law LLC
CRA Attorney