



LICENSE AGREEMENT
LOVE.FÚTBOL, INC.

THIS LICENSE AGREEMENT (the “**Agreement**”) is made this March 20th, 2023 (the “**Effective Date**”) by and between City of North Miami (the “**City**”) and love.fútbol, Inc., a District of Columbia corporation with principal offices at 5105 Chevy Chase Parkway, NW, Washington, D.C. (“**LF**”).

BACKGROUND

- A. The City of North Miami owns the property known as Cagni Park (the “**Premises**”) as more fully described in Exhibit A.
- B. The Premises provides recreational opportunities for many children and families in the North Miami community.
- C. The Premises needs improvement, so it can continue to provide safe and comfortable recreational opportunities to the users of the Premises.
- D. LF has offered to improve the Premises, specifically by remodeling an unused hockey rink into a soccer field, at no cost to the City of North Miami, under certain terms and conditions contained herein.
- E. The City desires to accept the offer from LF.

ACCORDINGLY, the City and LF, intending to be legally bound by this Agreement, agree as follows:

1. Incorporation of Background. The Background recited above is hereby incorporated by reference and made a part of this Agreement.
2. License
 - (a) Subject to the terms and conditions of this Agreement, the City gives to LF a temporary, nonexclusive, revocable and non-assignable license, for the Term of this Agreement (defined in Section 3), to enter the Premises for the sole purpose, at no cost or financial obligation to the City/Department, of performing the Project at the Premises (“**License**”). For the purposes of this Agreement, the term “**Project**” generally refers to the renovation of the Cagni Park at the Premises as more specifically described in **Exhibit B**, attached to and made part of this Agreement.
 - (b) Approval of Plans. LF shall not perform or cause any work to be performed at the Premises without first submitting proposed plans for the project to the City of North Miami, Department of Parks and Recreation (the “**Project Manager**”) and obtaining the prior written

approval of the Project Manager for such work. Review, approval, and/or inspection by the City or any official of any plans, work, or other materials submitted or performed by LF in connection with this Agreement shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the matter reviewed or approved. No person or firm shall rely in any way on such review, approval, or inspection, and at all times LF shall use its own independent judgment as to the accuracy and quality of all such matters.

(c) **Work Performed and Project Guarantee.** The construction phase of the Project shall be performed by a general contractor to be approved by the City (the "**General Contractor**") prior to the commencement of construction. LF shall take reasonable steps to ensure all work, whether by the General Contractor or any volunteers, for the Project is performed: 1) in a professional manner; and 2) in accordance with the specifications listed in Exhibit "A". Any contract between LF and the General Contractor will provide that the General Contractor shall guarantee work performed during the construction phase of the Project for a period of five (5) years from the Effective Date. The pitch equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers. Neither LF nor any of its respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

(d) This Agreement does not vest nor should it be construed to vest in LF any legal title, leasehold or other interest in the Premises or appurtenances of the Premises.

(e) LF shall give the City at least five (5) business days' notice prior to the first day that LF intends to enter the Premises.

3. **Term.** The term of this Agreement begins on the Effective Date and ends: (1) at the end of the 89th day following the Effective Date; or, (2) whenever the Project is completed to the satisfaction of the City and the Premises is restored per Section 4(d) of this Agreement, whichever is sooner ("**Term**").

4. **"AS IS" Condition; Security of Premises; Use of Premises**

(a) By signing this Agreement, LF accepts the License subject to the "AS IS" condition of the Premises, including all defects latent and patent. The City makes no representation or warranty regarding the condition of the Premises for the Project.

(b) The City will not close the Premises during the Term. However, LF may take reasonable and safe measures to prevent the public from accessing the affected portions of the Premises during construction of the Project. LF shall take all steps necessary and desirable to secure the Premises during the Term, to prevent any injury or damage to any person or property in or about the Premises.

(c) The City shall have no obligation whatsoever to maintain, repair, or operate the Premises or any part thereof during the Term for the safe exercise of the License. At no cost to the City, LF shall perform all needed maintenance and take all measures necessary to safely and professionally perform the Project and for the safe exercise of the License, in accordance with this Agreement.

(d) Before the expiration of the Term of this Agreement, LF shall complete the Project and repair and restore the Premises, except for the Project, to its condition prior to LF's access to the Premises.

(e) The City further agrees to allow for signage *only during approved events at the Premises indicating "love.fútbol in partnership with the City of North Miami, Parks and Recreation" improvement of the Premises, in a form and location agreed upon by LF and the City/. The Project shall use the composite LF and City of North Miami Parks and Recreation specific logos.

5. Insurance

LF shall, at its sole cost and expense, and shall cause its General Contractor to procure and maintain in full force and effect, covering the performance of the services under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the City of North Miami and acceptable to the City. All insurance required herein shall be written on an "occurrence basis" and not a "claims-made" basis. It is a condition precedent for the use of the Premises under the License granted in this Agreement for LF to provide to the City the required evidence of insurance. If LF fails to provide proof reasonably acceptable to the City that the General Contractor has obtained or maintains the required insurance, the City shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City of North Miami is to be named as additional insured on the General Liability and Umbrella Liability Insurance policies. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them.

(a) WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

- (1) Workers Compensation: Statutory limits
- (2) Employers Liability: \$1,000,000 each Accident-Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other States insurance including Miami.

(b) GENERAL LIABILITY INSURANCE

- (1) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including completed operations).

(c) AUTOMOBILE LIABILITY

- (1) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned and hired vehicles.

(d) UMBRELLA LIABILITY

- (1) at limits totaling \$5,000,000 per occurrence when combined with insurance required under 1. Employers Liability, 2. General Liability and 3. Auto Liability above.

Certificates of insurance evidencing the required coverage shall be submitted to the **City of North Miami-Cagni Park 13498 NE 8th Ave, North Miami, FL 3316** at least 10 days before work is begun and at least ten (10) days before each renewal date. The 10-day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the City, but under no circumstances shall LF actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The City reserves the right to require LF to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon 10 days prior written notice to LF. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement by LF to the City or to limit LF's liability under this Agreement to the limits of the policies of insurance required to be maintained by LF hereunder.

6. Indemnification

- (a) LF agrees to indemnify, defend and hold harmless the City from and against any and all claims, suits, actions, liabilities, damages, and/or expenses (including, without limitation,

legal fees and court costs), relating to any and all bodily injury (including death) and/or damage to property arising in whole or in part from any fault, negligence, act or omission of LF, or its agents, members, contractors, subcontractors, employees, invitees, or licensees in connection with the exercise of any right or performance of any obligation of LF under this Agreement, or in connection with any breach by LF of any representation made by LF in this Agreement.

(b) If any claim is brought against the City in connection with this Agreement, LF shall, upon written notice from the City, resist or defend such claim by use of counsel approved by the City in writing; provided that the City's approval of counsel will not be required where the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim and provided further that the City/Department may engage its own counsel to participate in defense of any such claim.

(c) Without limiting the generality of Section 13 of this Agreement, the provisions of this indemnification provision, as they apply to occurrences or actual or contingent liabilities arising during the Term of this Agreement, shall apply without limitation by the time period of the Term of this Agreement and shall survive the expiration or earlier termination of this Agreement.

7. Compliance with Laws; Hazardous Substances.

(a) LF shall comply with all present and future federal, state and local laws, ordinances, orders, rules, regulations, building codes and all other applicable governmental requirements ("Applicable Law") in its use of the Premises under the License and in completing the Project. LF shall obtain any and all permits and approvals required for the use of the License and in constructing the Project.

(b) LF shall not permit any "Hazardous Substance" to be brought on or stored in the Premises at any time. "Hazardous Substance" shall mean any and all materials or substances which by reason of their composition or characteristics, are toxic, or constitute hazardous waste, under any Applicable Law, and any and all other materials or substances that any governmental agency or unit shall determine from time to time are harmful, toxic or dangerous.

8. No Assignment, Subcontracting; Binding Agreement. LF shall not transfer or assign the License. LF shall not subcontract any work in, on or about the Premises, without the prior written consent of the Project Manager and without producing evidence that such subcontractor maintains such insurance as shall be required by the City. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties here to and their respective successors and assigns.

9. Release. In consideration of the License, LF does, and by presents does for LF's heirs, successors, personal representatives, executors and assigns, and LF's agents, employees, officers, directors, shareholders, and partners and any person claiming under or through them, hereby remise, quitclaim, and forever discharge the City, its successors, assigns, agents, employees, officers, boards and commissions (acting officially or otherwise), from any and all, and all manner of actions and causes of action, suits, claims, and demands, whatsoever in law or in equity which LF may have against the City, its successors, assigns, agents, employees,

officers, boards or commissions, relating in any way whatsoever to any condition on the Premises, the entry onto the Premises by or presence on the Premises of LF, its agents, employees, officers, directors, shareholders and/or partners, or relating in any way to the exercise of any rights or performance of any obligations under this Agreement. LF hereby voluntarily assumes all risk of loss, damage, or injury, including death, which may be sustained by LF, its agents, employees, officers, directors, shareholders, and/or partners, while in, on or about the Premises.

10. Termination. Either party may terminate this Agreement, effective immediately, upon written notice of termination given to the other party.

11. No Indulgence. No extension or indulgence granted to LF shall operate as a waiver of any of the County/ Department's rights under this Agreement. Any remedy set forth in this Agreement shall be in addition to all other remedies otherwise available in law or equity.

12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties to this Agreement. No oral representation whenever made by any City official or employee, shall be effective to modify the provisions of this Agreement.

13. Survival. Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration of earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the term of this Agreement, shall survive any termination of this Agreement.

14. Notices. All notices from either party to the other shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by hand delivery with receipt obtained, addressed to the County/Department at

City of North Miami-

776 NE 125th Street,
North Miami, FL 33161

Attention: City Manager _____

With a copy to:

and addressed to LF at:

love.futbol, Inc.
5105 Chevy Chase Parkway, NW. Washington, DC
Attention: Mano Silva, COO

15. Headings. The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

16. No Joint Venture. The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement or partnership between the City/Department and LF.

17. No Third-Party Beneficiaries. Nothing in the Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of the Agreement.

18. Amendments; Waiver. The Agreement may not be changed, amended, augmented, rescinded, or discharged (other than by performance), in whole or in part, except by a written amendment signed by the parties. Except to the extent that the parties may have otherwise agreed in writing, no waiver of any provision of the Agreement shall be deemed: (a) to be a waiver of any other provision in the Agreement; or (b) to be a waiver of any breach of the obligations under the Agreement. Any forbearance by a party in seeking a remedy for any noncompliance or breach by the other party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

19. Severability and Partial Invalidity. The provisions of the Agreement shall be severable. If any provision of the Agreement or the application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

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AS EVIDENCE OF THEIR AGREEMENT TO THE PROVISIONS ABOVE, the City/Department and LF have caused their duly authorized officers to execute and deliver this Agreement on the Effective Date.

APPROVED AS TO FORM
COA

CITY OF NORTH MIAMI

Name:
Title: City Manager

City Attorney:

City Clerk:

love.fútbol, Inc.

Name: Mano Silva
Title: Chief Operating Officer

EXHIBIT A

THE PREMISES

EXHIBIT B

THE PROJECT

About Musco

Since 1976, Musco Lighting has led the world in the design and manufacture of sports and large area lighting solutions. The company has pioneered the most innovative systems using metal halide and LED technologies, resulting in an unparalleled ability to control glare and light spill in a way that's cost effective and energy efficient. Musco has been engineering LED systems around the globe for more than a decade and has designed permanent and temporary solutions for everything from Little League® fields to Olympic Games. The company has earned awards including an Emmy for the quality of its lighting in television broadcasts and a Technical Academy Award for movie lighting. Musco's global team of experts partner with customers to plan, complete, and maintain a trouble-free solution for their facilities.

Musco engineered its Mini-Pitch System™ modular sports solution through a partnership with the U.S. Soccer Foundation. The mission is to revitalize spaces, abandoned courts and areas with limited space, creating a fun and active place for local youth and families to come together in the spirit of teamwork, empowerment, and fitness.

Musco has installed over 200 Mini-Pitch Systems in the U.S.

System Description – 40'x 84' Mini-Pitch SystemTM Modular Sports Solution with TLC for LED® technology:

- (1) 25' Galvanized steel pole*, fence panels, and structure
- Built-in chain net goals
- (2) Factory aimed and assembled TLC for LED® luminaires*
- Remote electrical component enclosures*
- Pole length wire harnesses*
- Seating accommodations and cup holders
- Lockable storage

Surface

- Acrylic or tile surface (Musco recommends tile for Cagni Park)
- On Field Performance* – control to benefit players and spectators
- Light is directed onto the surface, allowing for enhanced visibility
- Control-Link® control system for remote on/off control
- Environmental Light Control* – control for neighbors and the environment
- Reduction of spill light and glare by 50% or more
- Always Ready to Play – control assuring the results you expect
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

**If lighting is required*

Description of the Mini-Pitch SystemTM & Scope of Work - Installation

Parks and Rec/Owner General: Cagni Park

Mini-Pitch SystemTM Scope of Work

1. Provide complete access to the site for construction utilizing 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or subcontractor will not be responsible for repairs to unmarked utilities.
3. Provide either a concrete or asphalt pad according to the requirements of corresponding Mini-Pitch SystemTM.
4. Provide an area on site for disposal of packaging material (i.e., pallets, wood cribbing, and cardboard boxes) unless determined that Musco's subcontractor(s) will haul packing materials off-site.
5. Provide necessary waste disposal and daily cleanup.
6. Provide adequate security to protect delivered products from theft, vandalism, or damage during the installation.
7. Provide electrical service and distribution panel capable of handling electrical requirements of Mini Pitch SystemTM
8. Pay and obtain any electrical permits required for electrical and structural installation.
9. Remove existing basketball hoop systems where mini pitch will be installed.
10. Provide access/entry point of 9-10' if the installation area is fenced in.

For the program:

Parks and Rec/Cagni Park will ensure they will implement the recreational tennis program in the pitch for at least one (1) year with the USTA guidance and training of Parks and Rec/ Cagni Park staff.

Electrical Installation: (*if lighting will be required)

- Provide a 120-volt control circuit as required on the concept drawing.
- Provide a lighting circuit as required on the concept drawing. (Generally, a 208V or 240V single phase)
- Commission Control-Link® by contacting Control-Link CentralTM at 877-347-3319.

Description of the Mini-Pitch SystemTM & Scope of Work - Installation

Love.futbol Responsibilities Regarding Volunteers:

1. If there will be volunteers helping with the Mini-Pitch installation process:

- Love.futbol is to confirm at least 2 weeks prior to installation if volunteers will be assisting with installation.
- All volunteers should be at least 18 years of age.
- Volunteers may be involved during the second or third day of installation, for tasks such as: the installation of benches, cupholders, acrylic signage, anchoring or installation of tiles (as needed per project).
- Volunteers will not be involved during installation of the fencing, poles, fixtures, goals, and any other heavy equipment.
- A minimum of 3, but no more than 5 volunteers should be inside the mini pitch during installation.
- Love.futbol is responsible for managing the volunteers, making sure they listen to instructions carefully provided by Musco project manager as well as staying on task.
- Love.futbol is to provide Musco with a signed waiver for each volunteer participating in the installation.
- *INSURANCE.* Prior to commencing installation, love.futbol shall obtain and/or furnish satisfactory evidence to Musco of the following required insurance coverages:
 - i. Workers Compensation coverage as required by statute and Employer's liability coverage in a minimum amount of \$1,000,000.
 - ii. Commercial general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence for bodily injury, property damage and broad form coverages.
 - iii. Commercial automobile liability insurance coverage (owned, non-owned and hired) in a minimum amount of \$1,000,000 per occurrence for bodily injury and property damage.
 - iv. Excess umbrella liability coverage in the amount of \$1,000,000.
- Such insurance shall be evidenced by a certificate naming Musco Sports Lighting, LLC, as an additional insured on a primary and noncontributory basis and providing for a thirty (30) day advance notice of cancellation or change to Musco. Such Certificate of Insurance shall be mailed to Musco. Except where prohibited by law, Love.futbol shall require its insurers for coverages (a), (b) and (c) above to waive all rights of subrogation against Musco and Musco's insurers.

Description of the Mini-Pitch SystemTM & Scope of Work - Installation

Musco Responsibilities:

1. Provide a complete Mini-Pitch SystemTM (see description of the system at beginning of document)
2. Provide concept and assembly drawings.
3. Provide an aiming drawing if lights are included.
4. Provide minimum specifications for pad based on the type of surface to be applied.
5. Provide Project Management and one or two Musco techs for the installation of the Mini Pitch.
6. Provide stamped design drawing as required.
7. Assist our installing subcontractor(s) and ensure our responsibilities are satisfied.

Mini-Pitch SystemTM Installation:

- Provide labor and all equipment to offload Mini-Pitch SystemTM at job site per scheduled delivery.
- Provide labor, materials, and equipment to install Mini-Pitch SystemTM as specified by the assembly drawing.
- Mark and confirm Mini-Pitch SystemTM location per drawing (or specifications) provided. If there are any issues, immediately notify your Musco Project Manager.

Musco Subcontractor(s) Responsibilities (if an acrylic surface install) General:

- Complete acrylic surface installation
- Dispose of hazardous materials in an approved manner.
- Remove packaging material to the owner designated location at jobsite.

Surface:

- Provide labor, materials, and equipment to install acrylic surface
- Clean, prepare, and repair surface according to the specifications of chosen products.