PREMISES USE AGREEMENT

This Agreement ("Agreement") is made and entered into this 18th day of June, 2019, by and between 12900-12950 whose principal business address is 12950 W. Dixie Highway, North Miami, FL 33161 with an email of Dixiehighwayenterprises@gmail and a phone number of 305 988 2289 ("OWNER") and the City of North Miami, a Florida Municipal Corporation ("USER") whose principal business address is 776 N.E. 125 Street, North Miami, FL 33161.

RECITALS

WHEREAS, USER desires to use OWNER's Premises (hereinafter defined) described in this Agreement for the purpose of installing, operating and maintaining License Plate Readers ("LPR's").

WHEREAS, OWNER is willing to permit USER to use the Premises, subject to the terms and conditions outlined in this Agreement,

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

1. Recitals: The above recitations are true and correct and are incorporated herein by reference.

2. License to Use Premises: OWNER does hereby grant to USER, a license to use that portion of OWNER's property as outlined on map attached as Exhibit "A" which is incorporated by reference, and which property is located in North Miami, Florida.

3. Use of Premises: USER may use the following OWNER Premise (hereinafter defined as the "Premises") for the purpose of mounting LPR's and maintenance thereof, and other purposes reasonably related thereto, and shall not use the premises for any other purpose without the prior written approval of OWNER.

4. Term: The term of this Agreement shall be from the date of execution hereof to December 31, 2020. This Agreement shall be automatically renewed from year-to-year thereafter unless either party notifies the other of its desire not to renew on or before December 1 of any year. If such notices are given, this Agreement shall expire at midnight on the 31st of December immediately following the giving of such notice.

5. Fee: USER shall pay OWNER in advance the sum of $1.00 annually on or before January 1 of each year.

6. Acceptance of Premises: USER accepts Premises in their present condition and agrees it will not demand that Owner make any improvements thereon or maintenance thereof, other than as specifically agreed to herein.

7. Disclaimer of Warranty: OWNER makes no representation nor warranty, express nor implied, as to the condition, merchantability, or fitness of any use of the above referenced premises. Such premises are licensed in a "where is/as is" condition.

8. Compliance with Laws & Regulations: USER shall comply with all applicable federal, state, county city and municipal laws, ordinances and regulations.

9. Ingress and Egress: OWNER does herewith grant to Licensee, its employees, agents and invitees the right of ingress and egress to the herein licensed premises.

10. Redelivery of Premises: USER shall, at the termination of this Agreement, peacefully deliver possession of the premises to OWNER in as good a condition as when received, except for reasonable wear and tear.

11. Access by Owner: OWNER reserves to itself, its agents or assigns, the right to enter the premises at any reasonable time for the purpose of inspecting the same. The foregoing shall not be construed to require OWNER to inspect the premises and shall impose no liability on OWNER for failure to inspect. USER will also provide OWNER with access to electricity, in the case where there is no electricity outside, USER will forfeit the monies in order to accomplish this provision.

12. Insurance/Indemnification: USER is a self-insured entity with a general liability risk management program including the administration of general liability claims, settlement of claims, a claims prevention program and trust fund pursuant to Florida law. USER agrees to secure and keep in full force and effect and throughout the Agreement term, at USER's sole cost and expense, the insurance program pursuant to Florida law.

    To the extent provided by law, USER shall defend, indemnify and save harmless OWNER, their respective officers, trustees, employees and agents from and against all claims, suits, actions, damages, or causes of action arising during the Agreement term for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the Premises for which the Agreement is entered into and from and against any and all orders, judgments, or decrees which may be entered thereto. Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the USER's liability as set forth in Section 768.28, Florida Statutes. Additionally, the USER does not waive sovereign immunity, and no claim or award against the USER shall include investigative costs or pre-judgment interest.

13. No Joint Venture: It is expressly understood that by making the Premises available, OWNER is not entering into any type of joint venture agreement with the USER, nor are they acting as an agent of or for the USER.

14. Maintenance: USER shall, at its own expense, maintain the LPR's and Premises in good condition during the Agreement term. The USER will be liable for the replacement cost of property and/or equipment which is damaged, destroyed or lost during the Agreement term.

15. Miscellaneous:

a. **No Assignment**. Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in other party's sole discretion.

b. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

c. **Severability**. If any Agreement provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.

d. **Governing Law/Venue**. This Agreement shall governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.

e. **Waiver**. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

f. **Survival**. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

g. **Compliance with Applicable Laws**. The parties shall comply with all applicable federal, state and local laws in performing the Agreement terms.

h. **Entire Agreement/Amendments**. The Agreement, as amended herein constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

i. **Force Majuere.** OWNER does not guarantee the uninterrupted use of the facilities as contemplated under this Agreement, in the event that the use of facilities is suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, fuel supply, acts of God or of the public enemy, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the laws, orders, rules and regulations of any governmental authority, or by reason of any other cause beyond OWNER's control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are in OWNER's reasonable judgment, necessary to be made.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the 18th day of June 2019 and each party executing this Agreement warrants and represents that they are authorized by their respective entities to execute a binding agreement.

OWNER:

ATTEST:

Vanessa Joseph, Esq.
City Clerk

CITY OF NORTH MIAMI, a Florida Municipal Corporation
"USER"

Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM:

Jeff P. H. Cazeau, Esq.
City Attorney