

### **AGREEMENT FOR USE OF PROPERTY**

**THIS AGREEMENT FOR USE OF PROPERTY** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Boynton Beach ("City"), **and Ocean One Boynton LLC** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

**WHEREAS**, Owner warrants that it owns that certain property described in **Exhibit B**, (the "Property"); and

**WHEREAS**, the City desires to use the parking lot at Property for an event taking place on December 1, 2018 (the "Event");

**WHEREAS**, Owner desires to permit the City to use the Property for the Event;

**NOW, THEREFORE**, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.
2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A**.
3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.
4. The City represents and acknowledges that:
  - a. Its activities and all participants are properly covered by appropriate insurance;
  - b. The City shall be responsible for any injuries to its employees, agents, contractors, guests, invitees, and third parties occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;
  - c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.
  - d. The City shall also be responsible for its own negligence.
  - e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property during the dates specified in Exhibit A. Nothing in this paragraph or in this Agreement is considered a waiver of sovereign immunity by the City.
5. Owner hereby acknowledges and agrees that Owner shall receive no compensation

from the City in return for permitting the City to use the Property as provided for in this Agreement.

6. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.
7. This Agreement shall expire at midnight on December 1, 2018.
8. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.
9. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

ATTEST:

**CITY OF BOYNTON BEACH**

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

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

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

(SEAL)

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

I HEREBY CERTIFY that in this day before me, an officer duly qualified to take acknowledgements, personally, appeared \_\_\_\_\_, as \_\_\_\_\_ of the City of Boynton Beach who is personally known to be the person described in, or who produced \_\_\_\_\_ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

ATTEST:

**OCEAN ONE BOYNTON LLC**

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

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

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

(SEAL)

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally, appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ who is personally known to be the person described in, or who produced \_\_\_\_\_ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**Exhibit "A"**

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time on December 1, 2018.
2. In addition to the date listed above, the City may access the Property to perform maintenance and site preparation (including lawn mowing and light tower placement) before the Event. This access may occur anytime between November 26, 2018 and December 1, 2018, and may occur over multiple days.
  - a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform maintenance and site preparation activities between the hours of 8:30 a.m. and 5:30 p.m.
3. The City may install small, removable event parking and parking signs on the Property for the Event.

**Exhibit "B"**

The Property consists of the following properties:

<b>Location</b>	<b>Parcel No.</b>
<b>114 N. Federal Hwy</b>	08-43-45-27-01-000-0410