

REVOCABLE SUB-LICENSE AGREEMENT
PLUMB HOUSE

THIS REVOCABLE SUB-LICENSE AGREEMENT is made and entered into on this _____ day _____, 2021, by and between the CLEARWATER HISTORICAL SOCIETY, a non-profit corporation, (hereinafter referred to as "Society" or "Licensee"), KAIROI PERFORMING ARTS CULTURAL CENTER, a non-profit corporation (hereinafter referred to as "Kairoi" or "Sub-Licensee"), and the CITY OF CLEARWATER, FLORIDA (hereinafter referred to as "City" or "Licensor), and collectively as "Parties".

WHEREAS, the Society is a non-profit corporation which owns a structure known as the "Plumb House" and

WHEREAS, the "Plumb House" is an historical landmark which has been listed as an historical house with the Department of State, Division of Archives, History and Records Management on the State of Florida Master Site file; and

WHEREAS, since 1983, the structure has been located on real property owned by the City known as Ed C. Wright Park, pursuant to various revocable license agreements between the Society and City; and

WHEREAS, the existing Revocable License Agreement between the Society and City expires on June 26, 2022 (hereinafter referred to as "License Agreement"), which is incorporated by reference and attached hereto as Exhibit A; and

WHEREAS, the Society desires to enter into a Revocable Sub-License Agreement (hereinafter referred to as "Sub-License Agreement") with Kairoi for the remainder of the License Agreement term; and

WHEREAS, pursuant to Section 12 of the License Agreement, the City must consent in writing to the Sub-License Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. Purpose: The purpose of this Sub-License Agreement is to continue to provide a location for the historical house, "Plumb House" in Ed C. Wright Park. All uses made of the Plumb House shall be in conformance with the deed restrictions contained in the Ed C. Wright

Park Deed recorded in Official Records Book 1546, page 521, Public Records of Pinellas County, Florida, as may be applicable.

2. Term: The term of this Sub-License Agreement shall begin when duly executed by the Parties and end on June 26, 2022. The City, at its convenience, may revoke this Sub-License Agreement by giving 30 days written notice.

3. House Maintenance: At its expense, Kairoi agrees to maintain the house in a safe and sanitary condition in conformance with all applicable laws, and to continue to keep the house restored as nearly as possible to its original condition.

4. Public Access: Kairoi shall make the Plumb House available to the general public for tours on a semi-monthly basis in accordance with a schedule to be established by Kairoi. Additionally, Kairoi shall have individuals available at said tours to discuss the history of the Plumb House and the history of the City with those members of the general public desiring such information.

Prior to the Plumb House being available to the general public for access, Kairoi, at its expense, agrees to repair and restore the Plumb House to a safe and sanitary condition and in conformance with all applicable laws. The City may inspect the Plumb House to ensure compliance with this section prior to general public access.

5. Landscaping: At its expense, Kairoi shall provide all landscaping in the immediate vicinity of the house. The landscaping shall be of a type designated and approved by the City's Park and Recreation Department.

The City shall maintain the real property immediately surrounding the house including all landscaping (lawn, shrubs and other landscaping).

6. Parking: Kairoi members and its guests may use the existing parking facilities at Ed C. Wright Park or Ross Norton Park.

7. Utilities: At its expense, Kairoi shall pay all monthly charges for all utilities including water, electric and telephone.

8. Indemnity and Hold Harmless: Kairoi agrees to indemnify and hold the City, including its officers, agents, and employees, harmless from any claims, losses, lawsuits or injuries for all claims arising out of the restoration, maintenance and use of the Plumb House at Ed C. Wright Park.

Nothing contained herein is intended to serve as a waiver by the City of its sovereign

immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

9. Insurance: Kairoi will, at its own expense, acquire and maintain during the term of this Agreement, sufficient insurance to adequately protect the interests of the parties. Specifically, Kairoi must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement.

- a. Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, property damage, and sexual molestation and abuse in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.
- d. If Kairoi is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then Kairoi's Equipment Insurance or Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.
- e. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement

remains in effect, Kairoi furnish the City with a Certificate of Insurance(s) evidencing all of the coverage set forth above and naming the City and Society as an “Additional Insured.” In addition, when requested in writing from the City, Kairoi will provide the City with certified copies of all applicable policies.

10. Notices: All required notices and correspondence shall be sent by certified mail to the following addresses:

City: City Manager
P. O. Box 4748
Clearwater, FL 34618

Society: Thomas C. Nash, II, Esq.
P. O. Box 1669
Clearwater, FL 33757

Kairoi: Charlayne Henry
1380 S. Martin Luther King Jr. Ave
Clearwater, FL 33756

11. Toxic or Hazardous Substances: Kairoi covenants and agrees not to bring upon, store or generate upon the City's property or the structure itself any substance classified by state or federal government authority as a toxic or hazardous material. Kairoi further agrees that it shall comply with all governmental and other laws, rules, regulations, codes, statutes including, but not limited to federal, state, county and municipal as they relate to storage, use and disposal of any substance whether toxic or non-toxic, whether such substance is a manufactured or man-made substance and whether the same is a natural substance or man-made.

12. Improvements: The house, its fixtures and all other permanent improvements made by Kairoi at Ed C. Wright Park shall become the property of the City of Clearwater upon the termination or revocation of this Agreement.

13. Assignments: Kairoi may not assign any privileges granted under this Sub-License Agreement without written approval by the City.

14. The Parties do hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises on the basis of race, color, religion, sex, national origin, disability, or any other protected class under federal, state, and local law.

15. Kairoi agrees to comply with all laws, rules, requirements, orders, directives,

codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers during the life of this Agreement. Kairoi agrees to obtain all necessary permits in accordance with applicable City Code of Ordinances and Florida State law. Kairoi shall be responsible for conducting Level I or II criminal background checks for its employees and/or volunteers, as may be required by law.

16. This Sub-License Agreement does not relieve the Society of any its obligations and responsibilities under the License Agreement. The Society hereby enters into this Sub-License Agreement.

17. The City hereby consents to this Sub-License Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Revocable Sub-License Agreement on the day and year first above written.

KAIROI PERFORMING ARTS CULTURAL CENTER

By: _____
President

CLEARWATER HISTORICAL SOCIETY, INC.

By: _____
President

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

William Horne
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk