

**REVOCABLE LICENSE AGREEMENT
FOR VALET PARKING**

THIS LICENSE AGREEMENT entered into this 21st day of August, 2013, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and Slider's Seaside Grill, Inc., hereinafter referred to as Licensee, whose address is Post Office Box 22069, St. Simons Island, GA 31522.

WHEREAS, the County is the owner of certain real property constituting two parking spaces located in the public street at Slider's Seaside Grill, 1998 South Fletcher Avenue, Fernandina Beach, Florida, in Nassau County, Florida (the "Property"); and

WHEREAS, Licensee desires to utilize the property for a transfer location for a valet parking service.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. **Grant of License and Use.** County grants to Licensee a temporary revocable license to occupy and use Property, subject to all of the terms and conditions of this Agreement: the exclusive use of the two parking spaces at Slider's Seaside Grill located at 1998 South Fletcher Avenue, Fernandina Beach, Florida, that are the northwestern most parking spaces on Ocean Road east of the roundabout at South Fletcher Avenue and Ocean Road, together with the non-exclusive rights to ingress and egress to same for the primary purpose of valet services.

2. **Compliance with Laws and Permits.** Licensee agrees to comply with all applicable Federal, State, and local laws when exercising any of the privileges granted herein. Licensee is responsible for obtaining all required permits, licenses and approvals required for the use anticipated hereunder and Licensee specifically agrees to obtain all such required permits, licenses and approvals from any governing body as required and keep same in full force and effect at all times during the Term.

3. **Term.** The term (the "Term") of this Agreement shall commence upon execution hereof and shall remain in effect unless or until terminated as described in Paragraph 7 or extended by additional written agreement between the County and the Licensee.

4. **Access.** The Licensee, its contractors, its agents, employees and invitees shall have the right of access to the Property during its use thereof.

5. **Condition of Premises.** Licensee agrees to accept the Property in "as is" condition and return to County at the end of the Term in substantially the same condition as provided to Licensee. Licensee acknowledges it has inspected the Property and the surrounding area and accepts same in its present condition.

6. **Non-Interference.** During its use hereunder and during the conduct of its business in the area, Licensee agrees to make all reasonable efforts to minimize interference with the business of County or nearby property owners or third parties in the vicinity of the Property. Licensee shall not block or otherwise obstruct the public vehicular or pedestrian traffic in the area in any way; nor shall Licensee provide or allow any impediment to free passage in the area. Licensee shall take reasonable measures so as to prevent or minimize Licensee's impact on traffic volume and congestion.

7. **Termination.** Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice of termination. In the event of emergency circumstances or in the event the County or County Manager finds a threat to the public health, or safety is involved, this Agreement may be cancelled by County verbally, effective immediately, followed by prompt written confirmation.

8. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

9. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership or any other similar arrangement between the County and Licensee. Nothing in this Agreement will be construed to affect in any way the County's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28, Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

10. **ADA Compliance.** By granting this License, Nassau County shall not be responsible for ADA compliance.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

12. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

13. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as follows:

To County:

Ted Selby
County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

To Slider's Seaside Grill, Inc.:

George H. Stewart
Chief Operating Officer
Slider's Seaside Grill, Inc.
Post Office Box 22069
St. Simons Island, GA 31522

14. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written consent of the other party. The parties acknowledge that Licensee intends to contract with a Valet Contractor, "Valet Contractor", to operate the valet service for Slider's Seaside Grill, Inc., as Licensee's agent under this Agreement.

15. **Insurance.** During the license period, Licensee, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the aforementioned property, such insurance to afford minimum protection, during the term of this license, of not less than \$1,000,000.00 in respect to personal injury or death to any one person, and of not less than \$1,000,000.00 for property damage, combined single limit per occurrence. Such policy shall name the County as an additional insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the County. Licensee shall furnish County with a certificate of insurance evidencing compliance with the provisions of this Paragraph periodically upon County's request.

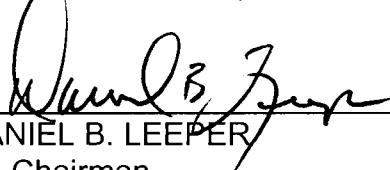
16. **Injury or Damage to Property or Premises.** The use of the property pursuant to this Agreement shall be at the sole risk of Licensee, and the County shall not be liable to Licensee or any other person for any injury, loss or damage to property or to any person on the property.

17. **Indemnification.** Licensee hereby agrees to indemnify, defend and hold County and its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives harmless from and against all liability, debts, claims, actions, losses and damages, including attorney fees and costs, that may be incurred by County or the other indemnitees resulting from Licensee's performance (or lack thereof) under this Agreement or related in any way to Licensee's use or control or impact on the Property.

18. **Severability.** If any term, covenant, or provision of this Agreement (or the application thereof to any circumstances or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.

19. **Entire Agreement.** This Agreement sets forth the entire agreement between the County and Licensee with respect to the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman

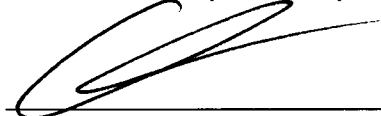
Attest as to Chairman's Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
08-22-13

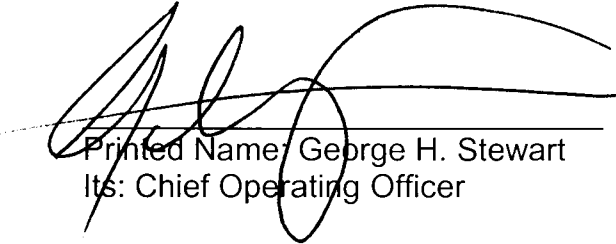
Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

(Signatures continue on the next page)

LICENSEE:



Printed Name: George H. Stewart
Its: Chief Operating Officer

STATE OF FLORIDA
COUNTY OF NASSAU

Before me personally appeared, George H. Stewart, who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein stated.

WITNESS my hand and official seal, this 20th day of August, 2013.



Signature of Notary Public-State of Florida

Joyce T. Bradley
Print, Type or Stamp Commissioned Name of Notary Public

My Commission Expires:



JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2013
Commission No. DD 948642