

**CITY OF EDGEWATER
EVENT LICENSE AGREEMENT**

(PARKING – 2018)

THIS CITY OF EDGEWATER EVENT LICENSE AGREEMENT (this “License Agreement”) is made and entered into this 5th day of February, 2018, by and between the **CITY OF EDGEWATER** (“City”) and **EDGEWATER-NEW SMYRNA CEMETERY**, whose address is 700 South Ridgewood Avenue, Edgewater, FL 32132 (“Owner”).

WITNESSETH:

WHEREAS, the City sponsors many events including but not limited to, serving as host to Bike Florida Spring Tour Event, an Independence Day Celebration fireworks show, and Fall Festival and Trunk-O-Treat within the City of Edgewater (the “Event”); and

WHEREAS, it is anticipated that the parking requirements for these events will exceed the number of parking spaces the City can safely provide on City property; and

WHEREAS, Owner is the owner of that certain parcel of property being located within the City of Edgewater in the 700 Block of South Ridgewood Avenue (the “Property”); and

WHEREAS, the Property is a suitable parcel of property for temporary parking purposes for the Event; and

WHEREAS, Owner has agreed to allow for the free temporary parking on the Property by the general public for the Event subject to the terms and conditions set forth in this License Agreement. For the Independence Day Fireworks Show, parking is typically in the front along US Highway 1, however, for the other events, parking overflow would be in the back few acres near the school property. City will provide ample notice, to be sure not to create conflicts with funeral services.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the covenants and benefits flowing between the parties as set forth herein below, the City and Owner, each intending to be bound, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Authority.** Owner warrants and represents that it has fee simple title to the Property and that Owner has full right, authority and capacity to execute this License Agreement.
3. **Grant of License: Term.** Owner hereby grants to City a license for vehicles to cross over and upon and park on the Property free of charge in connection with 2018 Events. The license granted herein may be utilized by the City and its invitees attending the Event. The license shall be effective for the calendar year of 2018 ending on December 31, 2018.
4. **Insurance: Indemnification.** In consideration of the granting of the license, the City agrees to maintain adequate insurance coverage for the uses of the Property as contemplated herein. In addition, to the extent permitted by law, the City hereby agrees to indemnify and hold Owner harmless from and against all personal injury or death, loss of or damage to personal property, loss, liability, costs, claims, demands, damages,

actions, causes of action, suits and expenses arising out of any act or omission by the City or its agents, subcontractors or employees; however, nothing contained herein shall serve or allow any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

5. **Maintenance:** The City hereby agrees to continue to mow the back few acres near the school property as it has done for many years.

6. **Event Support:** The City hereby agrees to continue to provide event support to the Edgewater – New Smyrna Cemetery community events for Memorial Day Observation and Wreaths Across America Ceremony.

7. **Clean-up.** The City hereby agrees to clear the Property of trash and debris following the Event and otherwise to reasonably return the Property to its condition prior to the Event.

IN WITNESS WHEREOF, the parties hereto have caused this City of Edgewater Event License Agreement to be executed in their names as of the day and year first written above.

WITNESSES:

OWNER: Edgewater - New Smyrna Cemetery

Dated:

ATTEST:

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

**Robin Matusick
City Clerk/Paralegal**

By: _____
**Michael Ignasiak
Mayor**

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire
City Attorney
Doran, Sims, Wolfe & Ciocchetti

Approved by the City Council of the City of Edgewater at a meeting held on this 5th day of February, 2018 under Agenda Item No _____