

**CITY OF EDGEWATER
EVENT LICENSE AGREEMENT
(PARKING – 4th OF JULY)**

THIS CITY OF EDGEWATER EVENT LICENSE AGREEMENT (this “License Agreement”) is made and entered into this _____ day of _____, 2024, by and between the **CITY OF EDGEWATER** (“City”) and **EDGEWATER UNITED METHODIST CHURCH**, whose address is 211 N. Ridgewood Avenue, Edgewater, Florida 32132 (“Owner”).

WITNESSETH:

WHEREAS, the City is sponsoring an Independence Day Celebration Fireworks Show, which will be held on Thursday, July 4, 2024 (rain date July 5, 2024), at Kennedy and Menard Parks, within the City of Edgewater (the “Event”); and

WHEREAS, it is anticipated that the parking requirements for this event 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 on N. Ridgewood Avenue and Lamont Street (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.

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 the Event. The license granted herein may be utilized by the City and its invitees attending the Event. The license shall be effective only on July 4, 2024 (rain date July 5, 2024).
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: 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 have caused this Agreement to be made and entered into the date and year first written above.

ATTEST:

CITY OF EDGEWATER, FLORIDA

Bonnie Zlotnik, City Clerk

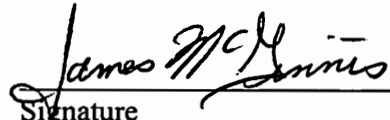
By: _____
Glenn Irby, City Manager

WITNESSES:

Printed Name _____

Printed Name _____

EDGEWATER UNITED METHODIST
CHURCH


Signature _____

Printed Name James McGinnis

Dated 5/13/24