

**CITY OF EDGEWATER
EVENT LICENSE AGREEMENT
(PARKING – 2025)**

THIS CITY OF EDGEWATER EVENT LICENSE AGREEMENT (this “License Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **CITY OF EDGEWATER** (“City”) and **STONEMOR FLORIDA LLC** whose address is 3600 Horizon Blvd., Suite 100, Trevoze, PA 19053-4965 owner of **EDGEWATER-NEW SMYRNA CEMETERY**, located at 700 South Ridgewood Avenue, Edgewater, FL 32132 (“Owner”).

WITNESSETH:

WHEREAS, the City sponsors many events including but not limited to, annual Laser Light Show in May, Independence Day Celebration Fireworks show in July and Fall Festival and Trunk-Or-Treat in October within the City of Edgewater (the “Events”); 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 Events; and

WHEREAS, Owner has agreed to allow for the free temporary parking on the Property by the general public for the Events 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 2024 Events. The license granted herein may be utilized by the City and its invitees attending the Events. The license shall be effective for end of calendar year of 2025 ending on December 31, 2025.
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. **Clean-up and Maintenance.** 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. 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 Memorial Day Observation and Wreaths Across America Ceremony.

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: _____
Jeffrey Thurman, Interim City Manager

WITNESSES:

STONEMOR FLORIDA, LLC

Printed Name_____

Signature

Printed Name_____

Dated_____

Printed Name_____