LICENSE AGREEMENT

REGARDING VALET PARKING (LOURONZO'S)

THIS REVOCABLE PERMIT is made between Louis Shapo and LouRonzo's Inc., d/b/a "LouRonzo's Restaurant" (LouRonzo's) and the City of Stuart, Florida, a municipal corporation (City), concerning the implementation of a public/private valet parking service in the historic downtown district of the City of Stuart. The purpose of this agreement is to grant a license to LouRonzo's for the commercial use of a portion of the City's public right of way.

WHEREAS, the City has exclusive control over the City's public rights of way, including the three "Loading Zone" parking spaces (3 spaces) on the east side of SE Colorado Avenue adjacent to LouRonzo's restaurant; and

WHEREAS, the City has previously allowed LouRonzo's to utilize the 3 spaces in return for their leasing private parking lots with not less than 30 additional parking spaces at the south end of the historic district, more specifically described in a drawing included herein as "LouRonzo's Leased Parking Lots;" and

WHEREAS, the City also desires to license LouRonzo's to provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM.

NOW, THEREFORE, the City and LouRonzo's agree to the following:

1. VALET PARKING SERVICE LOCATION – PUBLIC AND PRIVATE. LouRonzo's, by and through the Valet, shall provide the valet parking service only from the three designated "Loading Zone" parking spaces to the "LouRonzo's Leased Parking Lots," as shown below. The Valet shall also be entitled to reserve the three "loading" spaces on Colorado Avenue for its operations.



Map above identifies "LouRonzo's Leased Parking Lots" and "loading" spaces highlighted in green.

2. FREQUENCY OF SERVICE – PUBLIC/PRIVATE. LouRonzo's may provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM. LouRonzo's may provide private valet parking services at other throughout the week, at times agreeable to the City and LouRonzo's. At all other times, the valet drop location shall be used as the loading zone area.

3. PAYMENT FOR USE OF RIGHT OF WAY. The minimum charge per car shall be $5.00 for any downtown visitors. LouRonzo's shall pay $150.00 per month to the City of Stuart. Payment shall be made on the first of each month to the City's Financial Services Department located at City Hall.

4. LIABILITY AND SOVEREIGN IMMUNITY. As between the City and LouRonzo's, subject to the limitations of Florida law, LouRonzo's hereby assumes full liability for the negligence of its agents and employees. Nothing in this license agreement shall be deemed a waiver of City's sovereign immunity afforded by the Florida Constitution, and the provisions of Sec. 768.28, Fla. Stat., nor shall the City consent to be sued by third parties.

5. IDEMNIFICATION AND INSURANCE. LouRonzo's and its agents hereby indemnifies and holds the City harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever. LouRonzo's shall provide the

City with proof of insurance demonstrating liability coverage in the amount of at least $1,000,000 and adding Stuart as an additional insured.

6. SIGNAGE. Temporary signs advertising the Public valet service shall have a white background with blue lettering which clearly states "Downtown Stuart Valet Parking." Temporary signs advertising the Private valet service shall be in a paint scheme acceptable to the City. All signage must be approved by the CRA Administrator. The signs shall be maintained in good condition, and placed in the designated locations as approved by the CRA Administrator. No signs shall be positioned earlier than 4:00 PM and must be removed each evening no later than 12:00 AM. LouRonzo's is responsible for securing the signs.

7. BUSINESS COMMUNICATIONS. The City's CRA Administrator will meet with LouRonzo's to address any questions or concerns with the public/private valet parking services.

8. EFFECTIVE DATE. This agreement shall become effective upon signature by the authorized officials and will remain in effect for a period of one (1) year beginning December 1, 2019, with an automatic annual renewal. Either party shall have the right to terminate this agreement at any time by providing 30 days written notice.

9. Assignments and Amendments. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the City or the County, without the prior written consent of the parties.

10. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not

be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14. Governing Law and Attorney's Fees. This Agreement shall be governed by the law of the State of Florida with venue lying in Martin County. The parties agree that each shall be responsible for their own costs and attorney's fees incurred as a result of a dispute between the parties concerning this Agreement.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

16. The Licensor does not waive any protections it may have under Section 768.28, Florida Statutes, including but not limited to any amounts which exceed the limits provided for tort liability provided by law.

ATTEST: _____

DAVID DYESS
CITY MANAGER

ATTEST: _____

LOUIS SHAPO, LOURONZO'S