

## MASTER REVOCABLE LICENSE AGREEMENT

THIS MASTER REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between WHAT'S COOKING, INC., a Florida corporation ("LICENSEE"), and Margate Community Redevelopment Agency, property owner ("LICENSOR"). LICENSOR and LICENSEE desire to enter into this Agreement to allow LICENSEE to temporarily occupy a designated portion of 5701 Margate Blvd. and/or other designated location for the purposes of participating in Margate Community Redevelopment Agency's "\_\_\_\_\_" event (the "Permitted Use") under the terms and conditions set forth herein. The intention of LICENSOR and LICENSEE is to utilize this Agreement as a "master agreement" outlining the general terms and conditions of LICENSEE's operations at 5701 Margate Blvd. and/or other designated location on August 1, 2015, September 5, 2015, October 3, 2015 and November 7, 2015 and to execute a supplemental "Addendum" in the form attached hereto as outlining details and conditions specific to the event.

1. Grant of License. For the time period set forth in the Addendum attached as Exhibit "A" ("License Period"), LICENSOR grants to LICENSEE a non-exclusive, temporary revocable license to occupy the area designated by LICENSOR on Exhibit "A" attached hereto and made a part hereof ("License Area"), for operation of the Permitted Use. LICENSEE will comply with all security rules and regulations with respect to the Property as may be established from time to time by LICENSOR or its authorized agent and provided to LICENSEE.

2. License Fee. There shall be no fee for issuance of the License.

3. Maintenance, Damage to Property. LICENSEE shall comply with all applicable laws, regulations, ordinances and codes pertaining to the operation of the Permitted Use. LICENSEE shall promptly repair all damage to the Property caused by LICENSEE, its employees, agents, contractors and invitees. Should LICENSEE fail to immediately repair any such damage following written notice thereof from LICENSOR, LICENSOR shall be entitled to perform the repairs and LICENSEE shall reimburse LICENSOR on demand for the cost of such repairs.

4. Operation of Permitted Use. LICENSEE shall operate the Permitted Use in the License Area during the License Period at the sole and absolute risk of LICENSEE, and LICENSOR shall not be liable for any damage, theft or loss whatsoever to LICENSEE'S inventory, equipment or any other item or personal property located in the License Area, from any cause whatsoever. Upon expiration (or earlier termination) of this Agreement, LICENSEE shall, at LICENSEE's sole cost and expense, remove LICENSEE's inventory, equipment and personal property from the property.

5. Insurance. LICENSEE shall maintain insurance in the following form and amount throughout the term of this Agreement:

Comprehensive General Liability Insurance on an "occurrence" basis, against all claims for Personal Injury, Bodily Injury, and Property Damage liability for a combined single limit of not less than \$1,000,000 for personal injury or death resulting from any one occurrence, and not less than \$2,000,000 for property damage resulting from any one occurrence,

Any insurance carrier used by LICENSEE shall be of A.M. Best's rating acceptable to the Margate Community Redevelopment Agency and such carriers shall be licensed and qualified to do business in the state where the event is located. All policies shall not be cancelable or subject to material modification except following thirty (30) days written notice to LICENSOR. LICENSEE shall provide LICENSOR, within thirty (30) days of LICENSOR's written request, insurance certificates confirming that LICENSEE is carrying the insurance listed above, showing that LICENSOR and the applicable property owner are certificate holders under such policies of insurance. Notwithstanding the above, LICENSEE shall also cause each vendor participating in the Permitted Use to maintain (a) commercial general liability insurance, covering such perils as personal injury, death and property damage with a minimum coverage acceptable to the Margate Community Redevelopment Agency, during each License Period while participating in the Permitted Use. LICENSEE shall provide LICENSOR with evidence of all such insurance coverage at least 72 hours prior to each such Food Truck Event.

LICENSEE and all vendors waive any and all claims and right of recovery against LICENSOR and against the officers, members, partners, employees, agents and representatives of LICENSOR for damage, loss or injury caused by or resulting from fire and/or other perils, regardless of whether or not any such claims for damages, losses or injuries are or would be covered by any property insurance policies which LICENSEE or vendor does or is required to maintain hereunder, without regard to deductible limits.

6. Termination. This Agreement shall be immediately terminable by LICENSOR at any time upon written notice to LICENSEE. No such termination shall relieve the parties hereto from any duties, obligations, costs and liabilities hereunder accruing or occurring prior to the date of termination as set forth in the aforesaid termination notice received by the non-terminating party from the terminating party. Upon such termination, LICENSEE and all vendors shall immediately vacate the License Area and Property and deliver the same to LICENSOR in the condition provided under Section 4 of this Agreement.

7. Indemnification. LICENSEE shall indemnify, defend, save and hold harmless the LICENSOR, the City of Margate, Margate Community Redevelopment Agency, Advanced Asset Management and Redevelopment Management Associates their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the LICENSEE and persons employed or utilized by the LICENSEE in the performance of this agreement this Section 7 survives expiration or earlier termination of this Agreement.

8. Waiver of Jury Trial. The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

9. Governing Law, Notices. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. All notices under this Agreement shall be in writing and be given by certified mail, return receipt requested, or nationally recognized overnight courier service (with package tracking capability), to the address set forth below or as may subsequently in writing be requested.

If to LICENSOR: Margate Community Redevelopment Agency  
5790 Margate Blvd.  
Margate, FL 33063

If to LICENSEE: What's Cooking, Inc.  
200 SW 32<sup>nd</sup> Avenue  
Deerfield Beach, FL 33442

10. Assignment. Except as otherwise expressly permitted in this Agreement, LICENSEE shall not assign or transfer this Agreement without the written consent of the LICENSOR, which may be withheld in its sole discretion. LICENSOR may freely assign or transfer this Agreement upon written notice to LICENSEE.

11. Miscellaneous. This Agreement may not be recorded by either party. This Agreement, including any attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended, supplemented or revised except by a written document signed by both parties. No failure or delay by a party to exercise any right it may have by reason of the default of the other party operates as a waiver by that party of any earlier, concurrent or later breach or default. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute and bind such party to the terms and conditions set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**LICENSEE:**

WHAT'S COOKING, INC.  
a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**LICENSOR:**

Margate Community Redevelopment Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

## **Exhibit “A”**

**To continue promotion of the downtown area and local businesses in the off season months, the Margate Community Redevelopment Agency (MCRA) will host a nightly event the 1<sup>st</sup> Saturday in months of August, September, October and November from 5:00PM – 10:00PM. The MCRA is partnering with Gourmet Food Truck to provide food trucks and various entertainment venues for each themed event. MCRA will encourage local business participation at each event and offer vendor space to sell items or self-promote.**

### **Margate CRA Responsibilities**

- **Lighting will be provided by the Margate CRA.**
- **Toilets and wash sinks will be provided by the Margate CRA.**
- **Tables and chairs for 160 people will be provided by the Margate CRA.**
- **Margate CRA will promote the event on Margate CRA social media site, City of Margate website and monthly event flyer.**
- **The Margate CRA shall be responsible for the printing and posting of 6 banner signs throughout the City of Margate.**
- **Trash removal shall be taken care of by Margate CRA.**
- **The Margate CRA shall be responsible for parking arrangements at each event.**
- **1 – 25’ X 25’ tent shall be supplied by the Margate CRA to cover a portion of the seating area. All permits and fees for the tent shall be paid for the Margate CRA.**

### **What’s Cooking Inc. Responsibilities**

- **What’s Cooking Inc. will arrange for 15-25 Food Trucks to be in attendance for each event.**
- **What’s Cooking, Inc. will provide face painting and balloon artist at every event and coordinate with Margate CRA for musical and/or DJ entertainment.**
- **What’s Cooking Inc. shall pay the Margate Community Redevelopment Agency \$25 per Food Truck.**
- **What’s Cooking Inc. shall provide meals for up to 20 volunteers for each event.**
- **What’s Cooking Inc. will assist with the set-up of lights, tables and chairs on-site.**
- **What’s Cooking Inc. will promote the event on the Gourmet Truck Expo website, Twitter, Facebook, and other social media websites.**
- **If any sponsors are secured for the event by What’s Cooking Inc., 50% of all sponsorship revenues will to the Margate Community Redevelopment Agency. All sponsors must be approved prior to any events and by the Margate Community Redevelopment Agency.**
- **What’s Cooking Inc. shall be responsible for all permits, fees, licenses and insurance requirements to serve beer and wine only.**
- **All Food Trucks must remove their own garbage including but not limited to used cooking oil and/or any used containers pertaining to food truck operations**
- **All trucks must be off the premises by 11:00pm.**