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**SUNCOAST CREDIT UNION ARENA**

**HOSPITALITY SUITE LICENSE AGREEMENT**

**License Agreement for Use of Hospitality Suite(s) in the**

**Suncoast Credit Union Arena at Florida SouthWestern State College**

This License (“License” or “Agreement”) made this Click or tap here to enter text. day of Click or tap here to enter text. , 20Click or tap here to enter text. between The District Board of Trustees of Florida SouthWestern State College, Florida ("Licensor” or “FSW") whose address is 8099 College Parkway, Fort Myers, Florida 33919 and Click or tap here to enter text. ("Licensee") who may be contacted as follows:

Licensee Contact : Click or tap here to enter text.

Address : Click or tap here to enter text.

Phone : Click or tap here to enter text.

Email : Click or tap here to enter text.

FSW Contact : Amy Eddy, Associate Director of Event Services

Phone : 239.477.3595

Email : Amy.Eddy@fsw.edu

1. **Licensed Space**

For and in consideration of the sum hereinafter specified in *Section 3. Fees*, the Licensor grants to the Licensee permission for the non-exclusive use the following areas of the Suncoast Credit Union Arena at Florida SouthWestern State College (“Facility” or “Arena”):Click or tap here to enter text..

This agreement specifically includes only the licensed space defined herein for the events defined within *Section 4. Hospitality Suite Agreement* section below and for the duration set forth in *Section 2. Term.*

**2. Term**

The term of this License Agreement shall begin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and the agreement shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**3. Fees**

The total fees for this License Agreement ($22,500) will be payable over three (3) years at an annual amount of $7,500. Payment is due in accordance with the Payment Schedule detailed herein:

Payment 1: $7500 due within 10 days of signing this License Agreement.

Payment 2: $7500 due on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Payment 3: $7500 due on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

The License Fee consists of cost(s) to license the premises (“Facility Rental Fee”) in addition to the events defined within Section 4. Hospitality Suite Agreement only.

**4. Hospitality Suite Agreement**

The Licensee will have access to one of six (6) hospitality suites, four (4) of which are available for lease, located on the west side of Suncoast Credit Union Arena (actual location state in Section 1. Licensed Space) for the following events described below:

* Licensee has access to all FSW Athletic teams sporting events held at the venue, with a total of fourteen (14) tickets to each event. Licensee must notify the Offices of Auxiliary Services at event.services@fsw.edu one (1) day in advance of FSW events that it plans to attend to provide sufficient notice for the licensed space to be opened for the Licensee.
* Licensee has first right of refusal to non-FSW sporting events (outside promoter/organizer events) for fourteen (14) tickets at a 25% discount. This purchase is in addition to the Licensing Fee established in Section 3. Fees. If the Licensee wishes to attend a non-FSW event, Licensee must abide by the promoter’s last date to give notice to exercise this option or the Licensee forfeits its option. When the Licensee exercises this option, the Licensor will invoice Licensee for all 14 tickets which must be paid in-full within 30 days of the invoice date. Licensee must make ticket purchase payable to Florida SouthWestern State College. If Licensee does not desire to purchase tickets, the Licensor regains access to the suite for the event and obtains all rights to sell the 14 tickets.
* Licensee does not have access to trade shows and private events.
* Included with access to the suite, the Licensor will receive a maximum of two (2) VIP Parking Passes to each designated event held in Suncoast Credit Union Arena.

# 5. Food and Beverage

The Licensee may use the services of the catering company (including the order of alcoholic beverages) offered by the Office of Auxiliary Services for each event attended. These services will be provided at an additional cost from this Agreement and a separate invoice will be presented to the Licensee for all orders. No outside catering company or outside food or beverages (including alcohol) are allowed in the suite. If Licensee does not place its catering order to the Office of Auxiliary Services within 72 hours of the event, then catering staff or services cannot be provided.

**6. Suite Access and Tickets**

Tickets for all events which the Licensee plans to attend shall be picked up at the Suncoast Credit Union Arena at Florida SouthWestern State College Will Call box under the Licensee’s designated “Contact” name listed within this agreement

**7. Control of Facility**

In occupying the licensed space at the Facility, Licensee understands that Licensor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations.

**8. Building and Fire Code Compliance**

No decorations shall be placed in or on the licensed space, walls, and corridors without the prior written consent and approval of Licensor.

**9. Compliance with Laws and Regulations**

Licensee shall observe and comply with all laws, statutes, ordinances, rules or regulations of the Government of the United States, State of Florida, County of Lee, and all College Operating Procedures and Board Policies.

**10. Liability**

 **A. Licensor’s Premises**

The Licensee, its employees, agents, contractors, subtenants, volunteers, and invitees are responsible for the proper use and care of any FSW property. The Licensee is responsible for the replacement costs of any FSW property which is damaged destroyed or lost due to the intentional or negligent acts of Licensee, its employees, agents, contractors, subtenants, volunteers, and invitees. To the extent allowable by law, the Licensee shall indemnify and hold harmless the District Board of Trustees Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers, as well as the Florida SouthWestern State College Foundation, the Florida SouthWestern State College Financing Corporation and their respective parent and affiliated companies and their respective Successors or Assigns, directors, volunteers, officers and employees as now or hereafter may be constituted from and against all liability (statutory or otherwise) claims, suits, demands, judgments, costs, interest and expense (including but not limited to, attorney's fees and disbursements) arising from any injury to or death, of any person or persons or damage to property (including loss of use thereof) relating to:

1. Use of FSW premises by Licensee, or its agents, contractors, employees, subtenants, volunteers, licensees or invitees;

2. Any work done or any condition created (other than by Licensor) by or on behalf of the Licensee in or about FSW premises due to or resulting from any default or breach by the Licensee in the operation of this License;

3. Any condition of the premise due to or resulting from any default or breach by the Licensee in the operation of this License;

4. Any acts, omissions, willful misconduct or negligence of the Licensee or its agents, contractors, employees, subtenants, volunteers, licensees or invitees;

# Provided however that the obligation to indemnify shall not apply to the extent that such liability (statutory or otherwise) claims, suits, demands, judgments, costs, interest and expense arises out of the negligence or acts of the Licensor.

# B. Licensee Property

# Notwithstanding the foregoing provisions of this Agreement, the Licensee agrees that the Licensor shall not be liable for any damage to the property of Licensee, its agents, contractors, employees, subtenants, volunteers, licensees or invitees entrusted to employees of Licensor, nor for the loss or damage to any property by theft or otherwise resulting from any cause unless claims arise from the negligence or willful misconduct of the Licensor. No personal items may be left in the suite. The Licensee agrees to remove all of its property from the Licensor’s premises by the end of each event which the Licensee and its guests attend.

# 11. Non-Assignment

# Licensee shall not assign or attempt to sell or assign this License or any rights hereunder without the expressed prior written consent of the Licensor. Such action shall terminate this License.

# 12. Right of Entry

# Facilities and Auxiliary employees shall have the right to enter upon licensed space in the performance of their duties.

# 13. Default

# It is mutually agreed that in the event of default, non-payment, or breach on the part of the Licensee, this Agreement may be terminated.

# 14. Objectionable Person

# Licensor reserves the right to eject or cause to be ejected from its premises any objectionable person or persons; and neither Licensor or any of its officers, agents, or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by Licensor of such right.

# 15. Notices and Written Addendum(s)

# All notices and orders given to Licensee may be served by mailing to the Licensee's address herein set forth, or by delivering a copy thereof to the Licensee in person, or by leaving it at his place of business in the Facility with any person then in charge. It is understood and agreed by and between the parties hereto that no verbal representation or promise of any nature, not covered by this License has been made by either party to the other, and that any agreements not provided for in the printed section of this License will be covered by an addendum, and incorporated into this Agreement only upon receipt of signature by both parties.

# 16. Determination of Disputes

# In the event that any dispute arises in the interpretation or the performance under the terms of this License, it is understood and agreed by and between the parties that the exclusive venue for the resolution of such disputes shall be in a court of competent jurisdiction situated in Lee County, Florida and that the parties expressly agree that EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

# 17. License

# This License is void and of no force in effect unless fully executed by both the Licensee and the Licensor. This License represents the dates listed herein only and does not guarantee any future dates, holds or prices with the Arena. The Suncoast Credit Union Arena at Florida SouthWestern State College does not guarantee any exclusive rights to any types of shows.

# 18. Application and Execution

# This agreement is intended to be a legally binding and enforceable obligation on both parties.

# In Witness whereof, the parties have affixed their signatures as follows:

**On behalf of the Licensee**

BY :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed name)

SIGNED :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATED :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of the DISTRICT BOARD OF TRUSTEES,**

**FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA**

BY :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jason Dudley

SIGNED :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE : Vice President IT & Digital Strategies/Chief Information Officer

DATED :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_