

THIRD AMENDMENT TO
REVOCABLE LICENSE AGREEMENT

THIS THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT ("THIRD Amendment"), is made and entered into this _____ day of _____, 2009, by and between BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") and FORT LAUDERDALE ANTIQUE CAR MUSEUM, INC., a Florida not-for-profit corporation (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport ("Airport"), located in Broward County, State of Florida; and

WHEREAS, County has the right to license the use of property on the Airport and has full power and authority to enter into this License Agreement in respect thereof; and

WHEREAS, Licensee is a Florida not-for-profit corporation and is an organization that is exempt from taxation under Internal Revenue Code, 26 USC Section 501(c)(3) (hereinafter, an "IRC 501(c)(3) exempt organization"); and

WHEREAS, on June 28, 2005, County and Licensee entered into a revocable license agreement ("License Agreement") for eighteen (18) months wherein Licensee requested the use of an area in Terminal One of the Airport; and

WHEREAS, on December 12, 2006, County and Licensee entered into the First Amendment to the License Agreement which terminates on June 28, 2008; and

WHEREAS, on March 25, 2008, County and Licensee entered into the Second Amendment to the License Agreement which terminates on December 28, 2009; and

WHEREAS, County and Licensee desire to extend the term of the License Agreement on a month-to-month basis for an additional period not to exceed eighteen (18) months, June 28, 2011;

NOW, THEREFORE, for and in consideration of the agreements set forth herein, County and Licensee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement shall continue on a month-to-month basis, for a period not to exceed eighteen (18) months, until June 28, 2011, unless terminated earlier

as provided in Section 11 of the License Agreement.

3. In the event of any conflict or ambiguity between this Third Amendment and the License Agreement, the parties hereto agree that this document shall control.
4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the License Agreement.
5. The License Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained therein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the License Agreement, as amended hereby. Accordingly, it is agreed that no deviation from the terms of the License Agreement, as amended hereby, shall be predicated upon any prior representations or agreements, whether oral or written.
6. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
7. It is agreed that no modification, extension, amendment or alteration in the terms or conditions of the License Agreement, as amended hereby, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
8. In the event the License Agreement, as amended, or a portion of the License Agreement, as amended, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate the License Agreement. The election to terminate the License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
9. Preparation of the License Agreement, as amended, has been a joint effort of County and License and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
10. This License Agreement, as amended, shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the License Agreement, as amended and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

11. Except as modified herein, all remaining terms and conditions of the License Agreement shall remain in full force and effect.
12. This Third Amendment may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

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THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FORT LAUDERDALE ANTIQUE CAR MUSEUM, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

IN WITNESS WHEREOF, the parties hereto have made and executed this THIRD Amendment to Revocable License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and LICENSEE, signing by and through _____, its _____, duly authorized to execute same.

LICENSEE

ATTEST:

FORT LAUDERDALE ANTIQUE CAR MUSEUM, INC.



Secretary

By: 


Title: PRESIDENT

(CORPORATE SEAL)

4 day of NOVEMBER, 2009

OR

WITNESS:



Rose Cooley

THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FORT LAUDERDALE ANTIQUE CAR MUSEUM, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

COUNTY

ATTEST:

BROWARD COUNTY, by and through
it's Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON,
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By  _____

By  _____
Assistant County Attorney