

REVOCABLE LICENSE AGREEMENT

between

BROWARD COUNTY

and

UNIVERSITY OF MIAMI

for

USE OF SPACE AT
THE OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES

REVOCABLE LICENSE AGREEMENT

between

BROWARD COUNTY

and

UNIVERSITY OF MIAMI

for

USE OF SPACE AT
THE OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES

THIS REVOCABLE LICENSE AGREEMENT ("License Agreement" or "Agreement") is made and entered into on this ____ day of _____, 2014, by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("COUNTY"), and the UNIVERSITY OF MIAMI, a Florida not for profit organization ("UNIVERSITY") (collectively referred to as the "Parties").

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

1. DESCRIPTION OF PREMISES:

COUNTY hereby grants to UNIVERSITY the right, license, and privilege of occupying and using approximately five hundred fifteen (515) square feet of space in the property located at 5301 SW 31 Avenue in the City of Dania Beach, Florida, and more commonly known as the "Office of Medical Examiner and Trauma Services," as shown on Exhibit "A," attached hereto and made a part hereof ("Premises"), in accordance with the terms of this License Agreement.

2. TERM/RENEWALS:

The term of this License Agreement shall commence upon full execution of this Agreement by the Parties ("Term Commencement Date"), and shall terminate five (5) years from such date, unless terminated earlier or extended pursuant to the terms of this License Agreement. The term of this License Agreement may be extended at the request of UNIVERSITY and at the discretion of COUNTY,

acting through its County Administrator or duly authorized designee, for two (2) successive period(s) of two (2) years each. Any request to extend shall be exercised by UNIVERSITY by giving written notice to COUNTY not less than sixty (60) days prior to the expiration of the then existing term. Each extension term shall be upon the same terms and conditions as provided in this License Agreement for the initial term. COUNTY, acting through its Director of Real Property, may terminate this License as indicated under Section 11, Termination.

3. COMPENSATION:

UNIVERSITY agrees to pay to COUNTY, as compensation for the privileges granted herein, a flat monthly rent of three hundred twenty five dollars (\$325.00), so long as this License Agreement is in full force and effect. The first payment of rent shall be due thirty (30) days from the Term Commencement Date ("Rent Commencement Date"). Each subsequent payment of rent shall be payable upon the monthly anniversary of the Rent Commencement Date. In the event of an early termination, rent shall be prorated for that month based on the number of days of occupancy as it relates to the total number of days in that month of occupancy. UNIVERSITY shall pay all sales and use taxes levied or assessed under this License Agreement, if any, and all such payments shall be payable to the Real Property Director and mailed to Real Property Division, 115 S. Andrews Avenue, Room 326, Fort Lauderdale, Florida 33301.

4. USE OF PREMISES:

UNIVERSITY shall use and occupy the Premises only for the purpose of harvesting bone and soft tissue grafts for transplantation purposes. The capability of recovering the tissue on-site at the Medical Examiner's Office will greatly facilitate the process by not having to transfer the donor to another location, thus easing the time and inconvenience for donor families. UNIVERSITY covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire or catastrophe other than would normally occur with vehicle parking, and no waste shall be permitted or committed upon or any damage done to said premises. UNIVERSITY shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

5. ALTERATIONS AND IMPROVEMENTS TO PREMISES:

UNIVERSITY may not make any alteration, adjustment, partition, addition, or improvement to the Premises, or any part thereof, without obtaining prior written consent of COUNTY. All requests by UNIVERSITY shall be in writing and shall

contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at COUNTY's sole discretion, remain the exclusive property of COUNTY or be removed by UNIVERSITY upon COUNTY's request. In the event that COUNTY shall request removal, UNIVERSITY shall perform, at its sole cost, removal in a manner that shall return the Premises to the condition in which it was received. Any costs necessary to restore or prepare the Premises for return shall be the sole responsibility of UNIVERSITY. All such alterations or improvements shall be made at the sole cost and expense of UNIVERSITY. UNIVERSITY shall keep the Premises in a clean, safe, and sanitary condition.

6. ASSIGNMENT OR SUBLETTING:

UNIVERSITY shall have no authority to assign all or any portion of the Premises during any term of this License Agreement. Should UNIVERSITY attempt to assign this License Agreement, then the License Agreement shall be terminated forthwith, automatically, by operation of this clause, without prior notice to UNIVERSITY.

7. PERSONAL PROPERTY:

UNIVERSITY agrees that all personal property placed upon the Premises shall remain the property of UNIVERSITY, and shall be placed upon the Premises at the risk of UNIVERSITY.

8. INSPECTIONS:

COUNTY or its agents, or any authorized employee of said agent, may enter upon said Premises at all reasonable times and hours to examine same to determine if UNIVERSITY is properly maintaining the Premises according to this License Agreement.

9. INDEMNIFICATION:

UNIVERSITY shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, UNIVERSITY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this License Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting

from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, UNIVERSITY shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this License Agreement. To the extent considered necessary, any sums due UNIVERSITY under this License Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this License Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

10. INSURANCE:

UNIVERSITY shall provide, at its sole cost and expense, on a primary basis, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) per aggregate, combined single limit for bodily injuries and property damage. UNIVERSITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this License Agreement.

11. TERMINATION:

This License Agreement is merely a right to use, and grants no estate in the Premises. This License Agreement may be canceled by the UNIVERSITY or the COUNTY, acting through its Director of Real Property Section, with or without cause, at any time during the term hereof upon not less than sixty (60) days written notice to the non-terminating party of its desire to terminate this License Agreement. The use of COUNTY property by UNIVERSITY is specific consideration for COUNTY's termination for convenience. It is expressly understood by the Parties that UNIVERSITY is receiving from COUNTY a revocable license that may be terminated at any time by COUNTY for any or no cause whatsoever.

12. MAINTENANCE, REPAIR, AND DAMAGE OF PREMISES:

It shall be the responsibility of UNIVERSITY to keep the Premises clean, safe, sanitary, and free from trash and debris. The upkeep and maintenance of all areas herein used by UNIVERSITY shall be borne by UNIVERSITY. UNIVERSITY shall be fully responsible for damage of any kind or nature to the Premises and COUNTY property located thereon caused by the use of the Premises by UNIVERSITY or invitees of UNIVERSITY. UNIVERSITY shall be fully responsible for any and all repairs or replacement deemed reasonably

necessary by COUNTY to return the Premises and COUNTY property to the condition existing at the commencement of this License Agreement, normal wear and tear excluded. UNIVERSITY agrees to maintain the Premises in accordance with the terms and conditions of this License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques. UNIVERSITY shall give to COUNTY, or its agent, prompt written notice, in compliance with the provisions of Section 17 below, Notices, of any occurrence, incident or accident occurring on the Premises. In the event any damage should occur to the Premises, UNIVERSITY shall promptly notify COUNTY.

COUNTY has no knowledge of any issue or condition of the Premises that would make such Premises unsafe to UNIVERSITY's personnel, such as environmental hazards, hazardous substances/materials, structural and mechanical deficiencies.

13. UTILITIES AND OTHER SERVICES:

COUNTY shall make all arrangements for and pay timely utilities and services required by UNIVERSITY including air conditioning maintenance and repair, electricity, janitorial, water/sewer, heat, pest control, trash removal, security and fire alarm monitoring. COUNTY does not guarantee that the service and/or installation of such utilities will be adequate or continuous.

14. ATTORNEYS' FEES:

The Parties agree each will bear their respective collection costs, court costs and attorneys' fees incurred in connection with the enforcement of this License Agreement.

15. AMENDMENTS:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and executed by the Board of County Commissioners of Broward County, Florida, and UNIVERSITY, or others delegated authority to or otherwise authorized to execute same on their behalf.

16. SURRENDER UPON TERMINATION:

UNIVERSITY shall peaceably surrender and deliver the Premises to COUNTY, or its agents, immediately upon expiration of the revocable license term or upon termination of this License Agreement. UNIVERSITY further agrees that it will leave the Premises in the condition existing at the commencement of this

License Agreement, normal wear and tear excepted, and subject to the provisions of Section 5 (Alterations and Improvements to Premises) and Section 12 (Maintenance, Repair, and Damage of Premises).

17. MATERIALITY AND WAIVER OF BREACH:

COUNTY and UNIVERSITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this License Agreement, and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this License Agreement. A waiver of any breach of a provision of this License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License Agreement.

18. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to UNIVERSITY shall be addressed to:

Patricia L. Darrigan
Director, Donor Programs
UNIVERSITY OF MIAMI
1951 NW 7th Avenue, Suite 200
Miami, FL 33136

With a copy to:

University of Miami
Office of General Counsel
1320 South Dixie Highway, Suite 1250
Coral Gables, F: 33146-2919
Telephone: (305) 284-2700

Notice to COUNTY shall be addressed to:

Broward County Board of Commissioners
Government Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301
Attention: Director, Real Property Section, Room 326

19. INDEPENDENT CONTRACTOR:

UNIVERSITY is an independent contractor and is in no sense an agent of COUNTY. UNIVERSITY has no authority whatsoever to bind COUNTY, and no acts or assistance given by COUNTY shall be construed to have altered this relationship. Services provided or acquired by UNIVERSITY pursuant to this License Agreement shall be subject to the supervision of UNIVERSITY. In providing such services, neither UNIVERSITY nor its agents shall act as officers, employees, or agents of COUNTY.

This License Agreement shall not create nor be deemed to create a partnership or joint venture between the Parties.

20. CONTINGENCY FEE:

UNIVERSITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for UNIVERSITY, to solicit or secure this License Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for UNIVERSITY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this License Agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this License Agreement without liability at its discretion, or to deduct from the License Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

21. THIRD PARTY BENEFICIARIES:

Neither UNIVERSITY nor COUNTY intends to directly or substantially benefit a third party by this License Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this License Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this License Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this License Agreement.

22. COMPLIANCE WITH LAWS:

COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this License Agreement.

23. SEVERANCE:

In the event a portion of this License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless UNIVERSITY or COUNTY elects to terminate this License Agreement. An election to terminate this License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

24. JOINT PREPARATION:

The Parties and their counsel have participated fully in the drafting of this License Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this License Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

25. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this License Agreement by reference and a term, statement, requirement, or provision of Sections 1 through 30 of this License Agreement, the term, statement, requirement, or provision contained in Sections 1 through 27 shall prevail and be given effect.

26. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:

This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge that jurisdiction of any controversies or legal problems arising out of this License Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this License Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other

jurisdictional device. **BY ENTERING INTO THIS LICENSE AGREEMENT, COUNTY AND UNIVERSITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS LICENSE AGREEMENT.**

27. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

28. INCORPORATION BY REFERENCE:

The attached Exhibit "A" and the above whereas clauses are incorporated into and made a part of this License Agreement.

29. REPRESENTATION OF AUTHORITY:

Each individual executing this License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this License Agreement, duly authorized by all necessary and appropriate action to execute this License Agreement on behalf of such party and does so with full legal authority.

30. MULTIPLE ORIGINALS:

Multiple copies of this License Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Remainder of Page Intentionally Left Blank.]

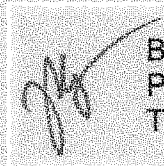
IN WITNESS WHEREOF, the Parties hereto have made and executed this Revocable License Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____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

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY OF MIAMI.

UNIVERSITY

ATTEST:

UNIVERSITY OF MIAMI, a Florida
not for profit organization



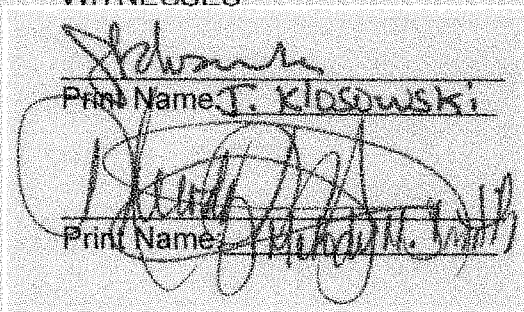
By: [Signature]
Print Name: Larry Marbert
Title: Vice President,
Real Estate and Facilities

(SEAL)

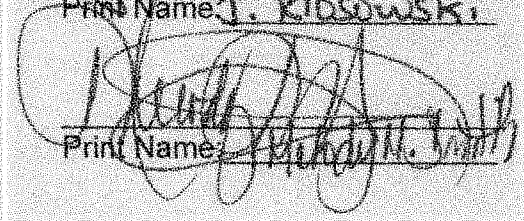
this 25th day of Feb, 2014.

OR

WITNESSES



Print Name: J. Klosowski



Print Name: [illegible]

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY OF MIAMI.

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____.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Mayor


_____ day of _____, 20____


County Administrator and Ex-Officio
Clerk of the Board of
County Commissioners of
Broward County, Florida

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Jacqueline A. Binns (do)
2/28/14

Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By:  *3/5/14*
Carlos Cabarrocas-Rodriguez (Date)
Assistant County Attorney

By:  *3/5/14*
Noel M. Pfeffer (Date)
Deputy County Attorney

CRC:dmv
1/22/14
meo&umtlicenseagreement

1-17-14.doc

Licensee: University of Miami Tissue Bank

