

**SEASIDE III BEACH PAVILLION
LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into this ___ day of _____, 202___, by and between Seaside III Neighborhood Association, Inc. ("Association") and _____ ("Guest").

1. Location. This License is limited to usage of the Association's beach pavilion, walkway and beach, as further depicted on the attached Exhibit "A" (the "Property"). The Association does not grant Guest any additional access rights, easements, or parking privileges for any portion of the Seaside community other than the Property.

2. Dates of Usage. The Guest may use the Property commencing at the following date and time:

_____ at _____ a.m./p.m. (the "Commencement Date")

and terminating at the following date and time:

_____ at _____ a.m./p.m.

3. Purpose. The License is issued for the Guest's following described limited purpose and/or event:_____. Guest is prohibited from using any portion of the Property for any other purpose and usage for any other purpose could result in immediate ejection from the Property. Guest is prohibited from charging any invitee a fee or other form of a price of admission to the Property.

4. Fee. The fee schedule is attached hereto as Exhibit B. Guest agrees to pay a nonrefundable deposit of \$_____ upon execution of this Agreement. The balance shall be due ___ days prior to the Commencement Date.

5. Service of Minors. Guest agrees to abide by all laws, statutes, and ordinances, whether federal, state or local, including but not limited to the service of alcohol. Guest shall abide by all standard procedures and protocols to ensure that alcohol is not sold or distributed to minors.

6. Waste Removal. Guest agrees to properly dispose of waste at reasonable intervals to ensure that the Property is clean and free of all litter, debris, and waste.

7. Fire. Should Guest's usage of the property include a beach bonfire, firepit, or other use of fire, Guest agrees to employ a professional fire manager and shall provide such manager's name and contact information to the Association ___ days in advance of the Commencement Date. Guest shall be responsible for complying with all laws, statutes, and ordinances, including but not limited to obtaining permits that may be separately required by the Association and/or the County, and shall provide copies of same no less than ___ days prior to the Commencement Date. The fire shall not be active for more than three hours and shall be extinguished by Guest by 10:00 p.m..

8. Indemnification.

- a. Scope. To the fullest extent permitted by law, Guest shall indemnify, defend, and hold harmless the Association and its directors, officers, shareholders, homeowners, members, owners, employees and agents of any of said parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the use of the Property; (2) this Agreement; or (3) the act or omission of Guest or any agent, vendor, or invitee of Guest.
 - b. Notice. Guest shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Guest, at its expense, shall assume on behalf of the Association and conduct with due diligence and in good faith the defense thereof, with counsel satisfactory to the Association, provided, that the Association shall have the right to be represented therein by counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Guest and the Association and the Association shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to or inconsistent with those available to Guest, the Association shall have the right to select separate counsel to participate in the defense of such action on its own behalf at its own expense. In the event of failure by Guest to fully perform in accordance with this indemnification provision, the Association at its option and without relieving Guest of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Association in that event shall be reimbursed by Guest to Association, together with interest on the same from the date any such expense was paid by Association until reimbursed by Guest, at the highest rate of interest provided to be paid on judgments in the State of Florida during the period such payments were made.
 - c. Waiver. Guest hereby waives, releases, and discharges any and all rights of any claims, actions, demands, causes of action or liability directly or indirectly related to or arising from use of the Property, this Agreement, or the action or omission of Guest or any agent, vendor, or invitee of Guest.
 - d. Survival of Indemnity. The obligations of Guest under these indemnity and waiver provisions shall survive the expiration of the Agreement and specifically shall survive any claim by Guest that the Association has waived the right to make a claim for payment hereunder.
9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding shall lie in the Circuit Court of Walton County, Florida.
 10. Validity of Agreement. If any portion of this Agreement is held invalid or unenforceable, such shall not affect the validity or enforceability of any other portions of this Agreement, and so far as is reasonable and possible, consideration shall be given to the intent created by the portions held invalid.
 11. Primary Point of Contact and Authorized Representative(s). All formal communications and official notices should be directed to the designated primary points of contact.

Seaside Town Council
c/o Angel Selvey, Town
Manager P.O. Box 4957
Santa Rosa Beach, FL 32459
angel@seasidetowncouncil.com
(850) 231-1551

Guest:

Guest shall designate one Point of Contact (“POC”) to interface with the Association or its designee. The POC will be the sole source with whom the Association will communicate with regard to requests, requirements, and other issues related to this License Agreement.

12. Assignment. This license is not assignable.

13. Attorney’s Fees. In the event a dispute arises between the parties related to or arising out of any breach or alleged breach of this Agreement, or any representation, covenant or warranty contained in this Agreement, and such dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action, process or proceeding, including, without limitation, reasonable attorney’s fees whether incurred in pre-litigation, preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings, including, without limitation, proceedings to determine, obtain, and secure any entitlement to an award of attorney’s fees, as well as the reasonable amount of same, contemplated under this Agreement.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Association and Guest have caused this Agreement to be executed by their duly authorized officers, effective as of this ___day of _____, 202__.

Signed, sealed and delivered in the presence of:

SEASIDE III Neighborhood Association, Inc.

(Signature)
By: _____
Its: _____
(Print)

GUEST

(Signature)
By: _____
(Print)