

LICENSE AGREEMENT

This License Agreement ("Agreement" or "License"), made this 5th day of 2024, by and between Trump Endeavor 12 LLC ("Licensor") and the City of Doral, a municipal corporation of the State of Florida ("Licensee") and.

WTINESSETH:

Licensor is the owner of the resort commonly known as Trump National Doral Resort located 4400 NW 87th Ave Doral, Florida 33178 (the "Property" or "License Area").

Licensee desires to use the Property to stage and conduct a fireworks exhibition on July 4, 2024.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, Licensor and Licensee mutually agree as follows:

A. Definitions. The terms set forth in this Agreement shall have the following meaning:

a. Licensee.

Name: City of Doral
Address: 8401 N.W. 53 Terrace, Doral, FL 33178
Telephone: (305) 593-6623

b. Licensee's Representative: City Manager is the duly authorized officer or representative as Licensee with the authority to execute this agreement on behalf of Licensee.

c. Licensor:

Name: Trump Endeavor 12 LLC
Address: 115 Eagle Tree Terrace
Jupiter, FL 33477

B. Term: The Licensee and its contractor, Garden State Fireworks (hereinafter "Contractor"), shall be permitted to use the License Area commencing no later than 2:00 P.M. on July 3, 2024 and ending at 11 :59 P.M. July 4, 2024 (the "License Term"). The License Area is located at 4400 NW 87 Ave. Doral, FL 33178.

C. Permitted Use: Licensee shall have the right to use the License Area solely for the purpose of staging and conducting a fireworks exhibition on July 4, 2024 ("Permitted Use" or "Exhibition"), as more particularly described below:

- a. The Exhibition will be fired in a computer fire format. The Exhibition is being designed to be choreographed and synchronized to a soundtrack approved by the City of Doral. The Exhibition is estimated to last a minimum of 20 minutes in duration.
- b. Additional logistical specifics regarding the Exhibition are attached and incorporated herein as **Exhibit "A"**.

D. Licensee's Responsibilities.

- a. The Licensee's Contractor will staff the Exhibition with one (1) Lead pyrotechnician with ten or more years of experience and at least six (6) experienced support pyrotechnicians. A second in command pyrotechnician with more than five years of experience shall comprise part of the crew.
- b. Licensee shall provide at its cost adequate security from July 4th morning through completion of the Exhibition and to ensure the perimeter is secured and maintained at a minimum of 450 feet for the displaying of the five-inch shells in the program. Licensee will also be responsible for ensuring the FAA and Miami International Airport provide approval for the Exhibition. Evidence of such approval shall be provided to Licensor no later than July 3, 2024.
- c. Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee, shall not store, use, treat, generate, or dispose of Hazardous Materials at the License Area or other property owned by Licensor. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment.
- d. Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee shall comply and shall keep the License Area in compliance with all laws and regulations relating to Hazardous Materials ("Environmental Laws"). and shall promptly provide Licensor with copies of any document, correspondence, report, or communication, written or oral, relating to Hazardous Materials at or affecting the License Area. Licensee shall also immediately notify Licensor in the event of a suspected or confirmed release of a Hazardous Material at or affecting the License Area or other property owned by Licensor caused by or related to the operations of Licensee, its employees, contractors, agents or any party acting on behalf of Licensee, and, at Licensor's sole option, either promptly remediate or correct such release or violation to Licensor's satisfaction or reimburse Licensor's cost of remediation (including reasonable attorneys' and consultants' fees) and compensate Licensor and/or third parties for all resultant damage.
- e. Licensee shall be solely responsible for and liable for all of the following, namely: (a) comply with all applicable state, federal and local laws, ordinances or regulations relating to its use and occupancy of the License Area; (b) locating and operating any equipment in the License Area; and (c) obtaining, at its sole expense, any necessary permits, approvals or licenses from the proper governmental authorities.
- f. Licensee, at its sole expense, shall: (a) preserve the License Area in a clean, orderly condition; (b) pay to Licensor the costs incurred by Licensor to repair and to replace any part or the entirety of the License Area which may become damaged, as determined by Licensor in its reasonable discretion, as the result of Licensee's use of the License Area; (c) surrender the License Area

- to Licensor at the expiration of the License Term free in the same condition and clear of any litter and debris.
- g. Licensee agrees that if it does not surrender the License Area to Licensor as required herein, Licensee shall reimburse Licensor for the actual expenses incurred by Licensor to restore the License Area.
- E. Licensee Fee. The consideration to be paid by Licensee for use of the License Area will be ten dollars (\$10.00).
- F. Protection of Property. Licensee shall at all times guard against damage or loss to the Property caused by the Permitted Use and shall be held responsible for replacing or repairing any such loss or damage. Licensee shall be responsible for the protection of property in the areas in the adjacent vicinity of the Property, and for the protection of its own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- G. Acceptance of License Area. Licensee has inspected the License Area and accepts the same as existing and in the condition of that inspection. Licensee represents that Licensor has made no representations with respect to the License Area or its respective condition, and that the Licensee is not relying on any representations of Licensor or its agents with respect to the use or condition of the License Area. Licensee shall make no alterations or modifications, structural or non-structural, to the License Area.
- H. Insurance. Licensee's Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "B"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. All insurance coverage, except Workers' Compensation insurance shall name, to the fullest extent permitted by law for claims arising out of the performance of this License, Trump Endeavor 12 LLC, The Donald J. Trump Revocable Trust dated April 7, 2014, The Trump Organization, The Trump Organization LLC, Axos Bank, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to The Trump Organization, and every present or former member, shareholder, officer, director, agent and employee of each of the foregoing, as well as insureds' respective interests in partnerships and/or joint ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired, and any other party or interest that is required by contract or agreement. Licensor shall receive from Licensee's contractor on or before the Effective Date, Certificates of Insurance reflecting required coverage and additional insured. Such policies shall require the insurer to give Licensor not less than thirty (30) days' written notice by certified mail, return receipt requested, prior to the effective date of any modification, cancellation, or termination

thereof. Carrier must be AM Best rated A or higher. Any rights of recovery against Licensor shall be waived.

- I. Indemnification. To the fullest extent permitted by the law, Licensee shall indemnify and hold harmless Trump Endeavor 12 LLC, The Donald J. Trump Revocable Trust dated April 7, 2014, The Trump Organization, The Trump Organization LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to The Trump Organization, and every present or former member, shareholder, officer, director, agent and employee of each of the foregoing, as well as insureds' respective interests in partnerships and/or joint ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired, and any other party or interest that is required by contract or agreement ("indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the performance of the Permitted Use under this License Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the licensee or other persons employed or utilized by the licensee in the performance of this License Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.
- J. Real-Time Surveillance. Licensor shall provide Licensee for the term of this Agreement, through the Doral Police Department with access to the live feeds from the video surveillance cameras to all areas generally accessible by the public on and near the Exhibition to enable greater situational awareness and for the Doral Police providing security for the Exhibition.
- K. No Assignment or Transfer. Licensee may neither assign this License Agreement, in whole nor in part, nor otherwise transfer the whole or any part of the License Area without the prior written consent of Licensor.
- L. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Licensee: City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy To: City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

For the Licensor Trump Endeavor 12 LLC
4400 NW 87th Ave
Doral, Florida 3317

With a Copy to: Trump Endeavor 12 LLC
c/o The Trump Organization
115 Eagle Tree Terrace
Jupiter, FL 33477
Attn: General Counsel

- M. Complete Understanding. This agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements, and undertakings related to the subject matter hereof. It is further agreed that the rights, interests, understandings agreements, and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any way except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with purchase order, acknowledgment, invoice or the like, of any party shall not be binding on any party hereto.
- N. Relationship. Nothing in this Agreement shall be construed to create an agency relationship between the parties.
- O. Waiver. The failure of any party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall be deemed to have been made unless expressed in writing by such party.
- P. Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, including (without limitation) the indemnification obligations and Hazardous

Material provisions set forth herein, shall survive the termination or expiration of this Agreement.

- Q. Invalidity of Provision. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this License shall be valid and be enforceable to the fullest extent permitted by law.
- R. Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this License.
- S. Successors and Assigns. All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment by Licensee as provided herein.
- T. Miscellaneous.
- a. The terms Licensors and Licensee as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits.
 - b. The terms and provisions of this License are expressed in the total language of this License and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this License.
 - c. Anything herein to the contrary notwithstanding, neither party shall be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof.
 - d. All exhibits attached to this License, if any, are hereby incorporated in and made a part hereof.
 - e. Neither this License nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida.
 - f. Licensee and Licensor each certifies for itself that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation.

U. Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida without reference to that state's conflicts of laws provisions. Except as provided herein, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity hereof, including, without limitation, the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Miami, Florida, pursuant to the following terms and conditions:

- a. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures before one (1) arbitrator. The selection of the arbitrator shall be done in accordance with the Streamlined JAMS Rules.
- b. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs, and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.
- c. The arbitration shall be conducted on an individualized basis only, solely between the parties to this Agreement, and shall not be consolidated with any other arbitration or conducted on any type of class-wide, class-action, collective or other representative basis.
- d. Each party submits to the exclusive jurisdiction of the state and federal courts located in Miami Dade County for the purpose of (i) confirming or enforcing any award or decision rendered in arbitration; (ii) enforcing the dispute resolution provisions of this Agreement; and/or (iii) seeking any emergency or injunctive relief. All proceedings under this section shall be kept strictly confidential and shall not be disclosed by the parties, either in public or in any other proceedings, except to the extent reasonably necessary for the parties to obtain injunctive relief or to challenge an award made in arbitration, or unless otherwise required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

 Connie Diaz
Connie Diaz, City Clerk

By: *Kathie Brooks*
Kathie Brooks
Interim City Manager

Date: 6/3/2024

TRUMP ENDEAVOR 12 LLC

By: *Allison Dugate*
Name: Allison Dugate
Date: 5/23/24

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

 Joseph Gellar
Greenspoon Marder, LLP
Interim City Attorney

RESOLUTION No. 24-104

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUMP NATIONAL DORAL TO HOST THE CITY'S 4TH OF JULY EVENT AND FIREWORKS DISPLAY ON JULY 4, 2024 DUE TO DORAL CENTRAL PARK BEING CLOSED, IN AN AMOUNT NOT TO EXCEED \$10.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") traditionally hosts an annual Independence Day Celebration at Doral Central Park for the community to gather and celebration including a large fireworks display; and

WHEREAS, Doral Central Park is currently closed for construction and unavailable; and

WHEREAS, a large fall out zone radius is required for the firework shell size and magnitude of show that the City puts on thus alternative locations that meet these requirements and can accommodate the fireworks is extremely limited; and

WHEREAS, the golf course at Trump National Doral resort allows the City the adequate space needed to meet the safety requirements to deliver the same size and high quality fireworks show that is typically held at Doral Central Park and also allows Doral residents to attend the fireworks show; and

WHEREAS, the City will also livestream the fireworks for the residents to enjoy from the comfort of their homes; and

WHEREAS, The City Manager's Office respectfully requests approval from the Mayor and City Councilmembers to authorize the City Manager to negotiate and enter into an agreement with Trump National Doral as the event location to host the City's Independence Day Fireworks Show this year on July 4, 2024 due to Doral Central Park

being closed for construction in an amount not to exceed \$10.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The City Manager respectfully requests approval from the Mayor and City Councilmembers to negotiate and enter into an agreement with Trump National Doral as the event location to host the City's Independence Day Fireworks Show this year on July 4, 2024 due to Doral Central Park being closed for construction in an amount not to exceed \$10. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Trump National Doral.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 8 day of May, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY