

## REVOCABLE LICENSE AGREEMENT FOR USE OF CITY RIGHT OF WAY

BY THIS AGREEMENT, the City of Key West, hereinafter Licensor, and [REDACTED], the owner or lessee of certain real property located at the [REDACTED] block of [REDACTED], Key West, Florida, hereinafter Licensee, agree that Licensor grants to Licensee the right to enter upon certain real property in the City of Key West, Monroe County, Florida, for the purpose of installing a [REDACTED] SIGN(S) or [REDACTED] AWNING (S), as described in the attached permit application # [REDACTED] - [REDACTED] and made a part hereof.

1. Licensee agrees to obey all City of Key West requirements for protection of property, either private or public, and maintenance of traffic. Maintenance of traffic shall be governed by requirements prescribed by the Florida Department of Transportation regulations.
2. All construction and installation work must comply with the latest edition to the Florida Building Code and all other applicable laws and codes, and shall be subject to permitting requirements, final inspections and approvals by the Key West Building Department.
3. Under completion of the installation, Licensee shall replace all curbs and sidewalks damaged, from the face of the curb to the property line and from control joint to control joint along the length of the sidewalk. Licensee shall also repair any damage to any surrounding properties that occur during construction.
4. Unless the circumstances dictate that stricter standards are applicable under the Florida Building Code, all awnings shall be installed at least (8) feet above the finished grade of the sidewalk to the lowest point of the awning. All awnings projecting from the front of a building shall extend no more than two thirds over the sidewalk or 18" from the curb, whichever is less.
5. If found to be necessary by the City for the protection of the health, safety and welfare of the public, the City may terminate this licensee agreement without prejudice, and awnings shall be immediately removed upon the request of the city. In the event an awning is not removed or due to an emergency the City finds it necessary to act immediately, the City may remove same and shall not be responsible for damage incurred due to such removal. The costs incurred by the City associated with any such removal shall be borne by the licensee. This license agreement shall expire upon a sale or other change of ownership of the property located at [REDACTED], provided however, that upon such an event the City and the new property owner may enter in to an agreement upon the same or similar terms.
6. Prior to the issuance of this revocable license Licensee shall furnish and maintain such public liability and property damage insurance protecting the City from all claims and damage to property or bodily injury, including death, which may arise from the existence of the awning. Such insurance shall provide coverage of not less than \$1,000,000.00 for bodily injury and property damage respectively, per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City, its officers

and employees, and shall further provide that the policy shall not terminate or be cancelled without (45) days written notice to the Chief Building Official, sent via certified mail. This license agreement shall terminate in the event that the required insurance policy is not maintained properly.

7. Licensee agrees to indemnify and hold harmless the City of Key West, its officials and its employees from and against any or all suits, actions, legal proceedings, damages, expenses, and attorney fees resulting from death, injury, or other damages to person or property that are in any way related to the subject awning or the City's issuance of a license hereunder.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

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CONTRACTOR SIGNATURE: \_\_\_\_\_

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or produced Identification \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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LICENSEE SIGNATURE: \_\_\_\_\_

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or produced Identification \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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Approved \_\_\_\_\_ Date \_\_\_\_\_  
Building Official