

**LITTLE LEAGUE  
NON-EXCLUSIVE LICENSE AGREEMENT**

This LITTLE LEAGUE NON-EXCLUSIVE LICENSE AGREEMENT (“License Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of North Miami**, Florida, a Florida municipal corporation, located at 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 (“City”) and **North Miami Little League, Inc.**, a Florida not-for-profit organization, with a principal address of 1255 N.W. 135<sup>th</sup> Street, North Miami, FL 33168 (“Little League”); (collectively, the “Parties”).

The undersigned Parties agree as follows:

1. City grants to the Little League a non-exclusive license to use the City’s concession stand area located on the first floor of the Claude Pepper Park (“Park”) multi-purpose building at 1355 N.W. 135<sup>th</sup> Street, North Miami, FL and consisting of approximately two hundred and thirty-eight (238) square feet of floor space, and approximately twenty-five (25) square feet of floor space of the adjacent storage room accessible from within the concession stand (not including the restrooms, electrical room and maintenance storage room) (“Licensed Area”).

2. This License Agreement shall supercede and replace any license agreement(s) previously entered into by the Parties.

3. The term of the license shall be for a period of seven (7) months commencing as of the 1<sup>st</sup> day of February, 2016 and expiring on the 31<sup>st</sup> day of July, 2016.

4. The Little League recognizes that, prior to March 1<sup>st</sup> and preceding the season, the Little League must submit to the Parks, Recreation and Culture Arts Director (“Director”) the following items:

- i) The Little League General Liability Insurance Coverage with the City named as additional insured.
- ii) A current updated Financial Statement with supporting documentation.
- iii) Copies of any and all licenses or permits from state, county and local

government agencies required to serve food and beverages from the concession stand at the License Area.

iv) A check for the yearly license fee of \$1.00.

v) A list of individuals who have keys to the concession stand and storage areas insuring that Park employees have a 24-hour contact list in case of building emergencies.

~~vi) After the first week of scheduled games, Little League shall submit rosters~~  
documenting the number of resident and non-resident registrations.

5. The Little League shall not in any manner assign, or transfer, or otherwise encumber its interests afforded under this License Agreement.

6. The Little League accepts the Licensed Area in "as is" condition, with any and all defects, latent and patent, if any, as existing at the date of execution of this License Agreement, and agrees, at the Little League's sole cost and expense to maintain said area in the same or better condition, order and repair as existing at the commencement of this license.

7. The Little League shall operate and maintain the concession stand in a proper manner so as to not allow such area to become a nuisance, annoyance, and inconvenience or become detrimental to the public's health, welfare and safety.

8. There shall be no frying of food permitted under this License Agreement, including in the concession area. No cooking shall be allowed after 8:30 p.m. and the concession stand shall close by 9:00 p.m.

9. Except as provided in paragraphs 7 and 8 above, the Little League will have the use of the concession stand for the purpose of selling food and non-alcoholic beverages to raise funds to support its baseball program. The sale of alcoholic beverages is strictly prohibited.

10. The Little League shall be responsible for operating the concession stand in compliance with the State of Florida and Miami-Dade County Public Health Department, meeting the requirements for the sale of food and beverage to the public.

11. The Little League must post prices for food and beverages in full view of the public.
12. Food and beverages must be dispensed in paper or plastic containers or wrappers. The Little League shall be responsible for the collection of all litter and debris resulting from the concession operation and placement of such litter and debris in the appropriate receptacles. This ~~includes any litter in an area within a 50 ft. radius of the concession stand including along the sidelines and bleachers.~~
13. The concession stand shall be staffed by responsible adults by the Little League.
14. The City reserves the right to require that the concession stand be open by Little League for special events and programs at the park.
15. The City's Parks, Recreation and Culture Arts employees, on-duty or off-duty, shall not work the concession stand.
16. All concession supplies must be delivered to the concession stand between the hours of 1:00 p.m. and 5:00 p.m., Monday through Friday or during other times approved by the Recreation Specialist that oversees the operation of Claude Pepper Park. It is the responsibility of the Little League to have a representative present to meet vendor deliveries, since Park staff is not to open the building for vendors.
17. The City shall provide sufficient electrical power and water for use and operation of the concession stand within the safe operation limits of existing plumbing and electrical systems.
18. One copy of all keys used by the Little League for the concession stand and License Area must be provided to the City's Parks, Recreation and Culture Arts Department. The Little League shall be liable for any loss or damage to property resulting from the Little League's loss or misplacement of keys. Any necessary restoration of security resulting from the loss of City keys by the Little League shall be accomplished by City with any costs to be paid by the Little League.

19. The Recreation Specialist that oversees the operation of Claude Pepper Park has sole authority and responsibility over the Little League, including umpires, to call or cancel games. The Recreation Specialist makes this decision considering a variety of factors involving the total operation of the park and employees. Lights shall be turned off no later than 9:15 p.m.

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~~20. Schedules for the league shall be due and submitted by the Little League seven (7)~~ days prior to opening ceremonies to the Recreation Specialist at the park. Any schedule changes must be submitted to the Recreation Specialist at least forty eight (48) hours in advance. The Little League shall not schedule field use while the Parks, Recreation and Culture Arts programs are in progress.

21. The Little League shall submit a league roster by the third week of March. The rosters must contain (at minimum) the following information: the participant's name and age; the parent or guardians name; their address; resident or non-resident; and their contact telephone numbers.

22. The City shall not assume any liability for crowd control. Control of coaches, umpires and players shall be the primary responsibility of the Little League.

23. The Little League shall instruct coaches and referees to report any and all accidents and/or incidents to the City's Park Specialist or park staff on duty.

24. The Little League shall assume responsibility of ensuring that Sections 1 through 3 of Resolution No. 2201-63 are carried out for all board members, coaches and team parents.

Section 1. That all youth sports coaches and administrators, who utilize the City of North Miami facilities become a trained certified member of the National Alliance of Youth Sports and that the City of North Miami Parks and Recreation will implement and administer the National Standards of Youth Sports and all sports programs using city facilities.

Section 2. That the City of North Miami Parks and Recreation Staff certified clinicians serve as instructors for the youth sports coaches and administrators, who are to become certified members of the

National Youth Sports Coaches Association and National Youth Sports Administrators Association, and that the City of North Miami implement the Parents Association for Youth Sports for all organizations using city facilities to motivate youth league parents to create the ultimate youth sports environment.

Section 3. That all City of North Miami Parks and Recreation staff and all administrators and coaches of organizations using city facilities be subject to background investigations.

25. All coaches, umpires and league officials must complete a Level II Background investigation per Florida Statute: **397.451 (BACKGROUND CHECKS OF SERVICE PROVIDER PERSONNEL)**

26. The Little League agrees to submit to the City's Parks, Recreation and Culture Arts Director original documents satisfying Level II Background investigation for all coaches and board members prior to the start of the season. The Little League agrees to submit an annual certified financial statement, bank statements on a monthly basis, and copy of board meeting minutes no later than three (3) days following each meeting. A financial report of the receipts derived from the operation of the concession stand will be submitted at the close of the season. The Little League shall direct all of its communication, requests and reports to the Parks, Recreation and Culture Arts Director or the Director's designee.

27. The Little League at all times shall offer baseball at the Park.

28. The Little League shall not produce any publications or announcements pertaining to the baseball program without receiving approval from the Parks, Recreation and Culture Arts Director or designee. The City's name or trademark logo shall not be used for any advertisements to promote any Little League programs besides baseball.

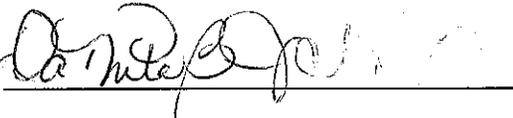
29. The Parks, Recreation and Culture Arts Director or designee will review and approve Little League Board meeting decisions and has the sole authority to veto or overturn any decisions made by the Little League Board if he/she does not believe it is in the City's best interest.

IN WITNESS WHEREOF, this License Agreement is effective as of the date first written above.

ATTEST:

North Miami Little League, Inc.,  
"Little League":

Corporate Secretary or Witness:

By: 

Print Name: Danda Jackson

Title: TREASURER

Date: 3/16/16

By: 

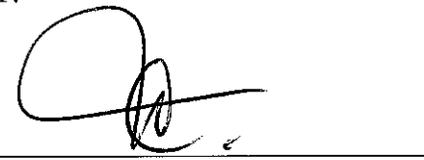
Print Name: Lucas # Bailey

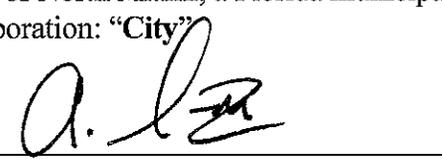
Title: President

Date: 3-16-16

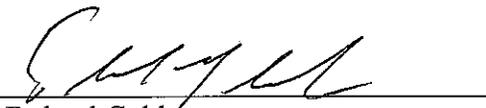
ATTEST:

City of North Miami, a Florida municipal Corporation: "City"

By:   
Michael Etienne  
City Clerk

By:   
Arthur Sorey, III  
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
Roland Galdos  
Interim City Attorney