

LICENSE AGREEMENT
(Owner)

THIS LICENSE AGREEMENT (this “**Agreement**”) is by and between ADDISON VILLAGE, CLUB, LLC, a Florida limited liability company (“**Club Owner**”) and [REDACTED] (“**Owner**”). The effective date of this Agreement is [REDACTED] (the “**Effective Date**”).

RECITALS

WHEREAS, Club Owner is the owner of a private recreational, leisure and amenities club known as Addison Village Club that is located in Addison Village of the master planned community of Viera in Brevard County, Florida at 8150 Stadium Parkway, Melbourne, FL 32940 (the “**Club**”).

WHEREAS, the Club is subject to the terms and conditions of that Declaration of Covenants, Conditions, Reservations and Restrictions for Addison Village Club recorded on January 13, 2017 in Official Records Book 7797, Page 2722, of the Public Records of Brevard County, Florida, as amended from time to time, with the most recent amendment as of the Effective Date being that certain Sixth Amendment and Annexation Agreement #6 to Declaration of Covenants, Conditions, Reservations and Restrictions for Addison Village Club recorded on October 23, 2017 in Official Records Book 8010, Page 979 of the Public Records of Brevard County, Florida (collectively, the “**Club Declaration**”).

WHEREAS, the Club Declaration obligates certain homeowners in Addison Village to be mandatory members of the Club, but the Club Owner has the right under the Club Declaration to make the Club’s facilities available for use by individuals or business entities who are not Members as “Licensees” under the Club Declaration.

WHEREAS, Owner is the owner of the home located at [REDACTED], Viera, FL 32940 in the neighborhood known as [REDACTED] (the “**Home**”), and homeowners of that neighborhood are not required to be members of the Club under the Club Declaration; however, Club Owner has elected to give homeowners in the neighborhood the option to become a “Licensee” under the Club Declaration.

WHEREAS, Owner desires to become a “Licensee” under the Club Declaration on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties hereby agree as follows:

1. RECITALS: The above recitals are true and correct and incorporated herein by this reference:

2. TERM: The term of this Agreement shall be the period from the Effective Date through December 31 of the calendar year in which the Effective Date occurs unless terminated beforehand pursuant to the terms and conditions of this this Agreement (the “**Initial Term**”). The Initial Term shall automatically renew for one (1) year intervals (each, a “**Renewal Term**”) unless either Club Owner or Owner elects to terminate this Agreement pursuant to the terms and conditions of this Agreement. For purposes of this Agreement, the Initial Term and each Renewal Term shall be collectively referred to as the “**Term.**” *Either Club Owner or Owner may terminate this Agreement during the Term upon thirty (30) days’ advance written notice to the other party. Further, either party can terminate this Agreement during the Term upon a breach of this Agreement by the other party.* Moreover, in the event Owner sells the Home during the Term, as evidenced by a closing, this Agreement shall automatically terminate as of the date of the closing of Owner’s sale of the Home; however, Club Owner reserves the right to enter into a license agreement for the Club similar to this Agreement with the buyer of the Home in Club Owner’s sole and absolute discretion.

3. GRANT OF LICENSE: Club Owner hereby grants to Owner a non-exclusive, revocable license for Owner and Owner’s Immediate Family Members (as defined below) (each, a “**Licensee**” and collectively, “**Licensees**”) to access the Club and use all related facilities and amenities at the Club (*but not administrative areas, areas designated for use only by Club employees or staff or other specific individuals, or other areas of the Club not made available to members of the Club or other “Licensees” under the Club Declaration by Club Owner, whether due to reservation or otherwise*) as “Licensees” under the Club Declaration during the Term during Club’s operating hours from time to time, but subject to available capacity and further subject to the terms and conditions of the this Agreement, the Club Declaration and any additional rules and regulations adopted by Club Owner from time to time that are not set forth in the Club Declaration (the “**Permitted Use**”) (said license being the “**License**”). For purposes of this Agreement, the term

“Immediate Family Members” shall mean the following individuals who live with Owner in the Home during the Term, as designated by Owner to Club Owner in writing from time to time (“**Immediate Family Members**”):

- a. The spouse of Owner;
- b. The parents or step-parents of Owner or the spouse of Owner;
- c. All unmarried children or grandchildren twenty-five (25) years of age or younger of Owner or the spouse of Owner.
- d. To the extent Owner is unmarried, up to one (1) other person eighteen (18) years of age or older designated by Owner during the Term.
- e. Any unmarried children or grandchildren twenty-five (25) years of age or younger of any such person designated in item (d) immediately above.

Owner hereby designates the following individuals as Immediate Family Members of Owner as of the Effective Date for purposes of being a Licensee under this Agreement:

As provided above, each Licensee’s use of the Club shall be subject to the terms and conditions of the Club Declaration and the additional rules and regulations for the Club adopted by Club Owner from time to time that are not set forth in the Club Declaration. Club Owner has also made a copy of the Club Declaration available to Owner. A copy of the current additional rules and regulations for the Club are attached as Exhibit “A” of this Agreement and incorporated herein by this reference.

Notwithstanding the foregoing, if Owner elects to lease the Home to one or more tenants (each, a “**Tenant**” and collectively, “**Tenants**”), the Tenants and individuals who meet the above requirements for an “Immediate Family Member” of such Tenants shall be entitled to exercise the use rights of Owner and Owner’s Immediate Family Members as Licensees under the License for the term of the lease so long as this Agreement remains in effect, rather than Owner and Owner’s Immediate Family Members. Upon Owner entering into a lease with Tenants, Owner shall notify Club Owner of such lease and cause the Tenants to join Owner and Club Owner in executing an amendment to this Agreement to document such Tenants and their use rights in the Club as Licensees, and cause the Tenant to execute any liability waivers or other related documents that may be required by Club Owner; however, Owner shall remain responsible for the payment the Use Fee that is due and payable under this Agreement during the term of the lease. Further, if a Tenant causes damage to any part of the Club or violates the Club rules and regulations established by Club Owner from time to time, Club Owner may levy additional charges against Owner in the amount necessary to pay costs incurred by Club Owner to repair or remediate such damage or remedy such violation.

4. LICENSE FEE: Owner shall pay Club Owner a use fee for the License during the Term (the “**Use Fee**”). The Use Fee for the Initial Term is \$ _____, which includes a use fee of \$ _____ plus applicable sales tax. The Use Fee shall cover the general use fee due from Owner and its Immediate Family Members, as well as any Tenants, during the Term, but not use fees that may apply from time to time for (a) guests, (b) classes or private lessons offered by the Club from time to time, (c) equipment rental at the Club, and (d) deposits or cleaning fees that may be applicable for reservation of certain amenities at the Club for exclusive use. Please contact the Club staff for more information about these additional fees. The Use Fee for each Renewal Term shall be no less than the Use Fee for the Initial Term, and is subject to increase by Club Owner from time to time so long as Club Owner notifies Owner of such increased Use Fee amount at least thirty (30) days prior to the commencement of the applicable Renewal Term. If a Use Fee is increased by Club Owner for a Renewal Term, the increase shall not be by more than five percent (5%) of Use Fee for the immediately prior calendar year of the Term. If Club Owner fails to timely

notify Owner of an increased amount of the Use Fee for a Renewal Term as provided above, the Use Fee for that Renewal Term shall remain the same as the Use Fee for the immediately-prior calendar year of the Term. By Club Owner's execution of this Agreement, Club Owner confirms Owner's payment of the Use Fee for the Initial Term, subject to clearance of such payment. In the event this Agreement is terminated by a party unrelated to a breach by a party under this Agreement, any pre-paid Use Fee covering periods from and after the termination date shall be refunded by Club Owner to Owner within thirty (30) days after the termination date of this Agreement.

5. **NO REPRESENTATIONS OR WARRANTIES:** Club Owner makes no warranties or representations whatsoever as to the Club or its fitness or suitability for the Permitted Use under this Agreement except as set forth in the Club Declaration. *Owner, on behalf of itself and its Immediate Family Members and any Tenants that are Licensees under this Agreement, acknowledges that it has inspected the Club and accepts same for use in accordance with this Agreement in "As-Is," "Where Is" condition, with all faults to the fullest extent permitted by applicable law.* Owner further acknowledges that the License relating to the Club given by Club Owner to Owner and its Immediate Family Members and any Tenants that are Licensees under this Agreement is a non-exclusive license, and Club Owner retains the right to grant additional nonexclusive licenses to other parties as "Licensees" under the Club Declaration relating to the Club.

6. **ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION OF CLUB OWNER.** BY USING THE CLUB FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE SWIMMING POOL(S), RECREATIONAL EQUIPMENT AND FACILITIES, RESTROOMS, PARKING AREAS, AND ANY LOCKER ROOMS, OWNER AND ITS IMMEDIATE FAMILY MEMBERS AND ANY TENANTS THAT ARE LICENSEES UNDER THIS AGREEMENT EXPRESSLY ASSUME THE RISK OF NOISE, PERSONAL INJURY, LOSS OF LIFE, PROPERTY DAMAGE OR LOSS, AND OTHER DAMAGE, HARM, OR INCONVENIENCES SUFFERED IN CONNECTION WITH SUCH PERSON'S USE OF THE CLUB FACILITIES AND THE OPERATION OF THE CLUB FACILITIES, AND HEREBY WAIVE ALL CLAIMS AGAINST, AND RELEASE, CLUB OWNER, THE CLUB MANAGER, AND THEIR RESPECTIVE CORPORATE PARENTS, CORPORATE AFFILIATES, OFFICERS, PARTNERS, MEMBERS, INTEREST HOLDERS, AGENTS, EMPLOYEES, DIRECTORS AND ATTORNEYS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS OR LIABILITY TO THEM IN CONNECTION THEREWITH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY SUCH DAMAGE OR LOSS ARISES FROM THE NEGLIGENCE OF CLUB OWNER OR ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS OR OTHER THIRD PARTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED

PARTIES AGAINST ANY AND ALL ACTIONS, INJURY, CLAIMS, LOSS, LIABILITY, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONALS' FEES IN ALL TRIAL AND APPELLATE PROCEEDINGS, INCLUDING COLLECTION AND BANKRUPTCY PROCEEDINGS, INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES FROM AND AFTER THE EFFECTIVE DATE AS A RESULT OF, OR IN ANY WAY ARISING FROM OR RELATED TO, (A) ANY USE OF THE CLUB FACILITIES BY OWNER AND ITS IMMEDIATE FAMILY MEMBERS OR ANY TENANTS THAT ARE LICENSEES UNDER THIS AGREEMENT, (B) THEIR PERMITTED GUESTS AT THE CLUB, OR (C) ANY ACTIONS OF ANY OF THE FOREGOING INDIVIDUALS AT THE CLUB.

THE PROVISIONS OF THIS SECTION EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT.

7. BREACH AND REMEDIES: In the event of a breach or violation of any of the terms and conditions of this Agreement (including any breach by any Tenant), the non-breaching party shall each have the right to enforce such terms and conditions by a proceeding or action at law or in equity against the breaching party, including but not limited to actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. The non-breaching party shall also be entitled to terminate this Agreement and pursue any remedies available under applicable law or equity. If Club Owner is the non-breaching party, Club Owner shall also be entitled to pursue all applicable remedies available under this Agreement and the Club Declaration.

8. AMENDMENTS/ASSIGNMENT: No modification or amendment of this Agreement shall be valid or binding unless in writing and signed by Club Owner and Owner. Owner shall not assign its rights and obligations under this Agreement to any party other than a Tenant without Club Owner's prior written consent, which may be given or withheld by Club Owner in Club Owner's sole and absolute discretion. Club Owner may assign its rights and obligations under this Agreement to any party without the prior written consent of Owner.

9. NO RECORDING: This Agreement or any amendment to this Agreement shall not be recorded in the public records.

10. NOTICES: Any notices or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States certified mail, return receipt requested, postage prepaid, overnight courier (Federal Express, UPS, etc.), or by email, addressed to the respective party at the addresses set forth below:

To Club Owner: Addison Village Club, LLC
8150 Stadium Parkway
Melbourne, FL 32940
Attn: Property Manager
Email: _____

To Owner: _____

Email: _____

If sent by certified mail, a notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by overnight courier service, a notice shall be deemed to have been sent and given when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. If sent by email, a notice shall be deemed to have been sent, given and received on the date delivered by email, with a copy sent by certified mail or overnight courier, as evidenced by written receipt therefore or email confirmation of delivery whether or not actually received or opened by the person to whom addressed. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

11. COUNTERPARTS: This Agreement may be executed by the parties in counterparts. Any counterpart signed and delivered by a party by electronic transmission shall be deemed an original counterpart from the sending party.

12. ATTORNEYS' FEES/ WAIVER OF JURY TRIAL: In connection with any action or proceeding brought by any party to enforce the terms and conditions of this Agreement or otherwise relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and paraprofessionals' fees at the trial level and in any appellate or dispute resolution proceeding. **Further, each party hereby waives the right to a jury trial in connection with any action or proceeding brought by a party to enforce the terms and conditions of this Agreement or otherwise relating to this Agreement.**

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective Date.

CLUB OWNER:

ADDISON VILLAGE CLUB, LLC
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

OWNER:

Name: _____

Name: _____

Exhibit "A"

Current Rules and Regulations of the Club

