

USE AGREEMENT

This USE AGREEMENT (the "AGREEMENT") is made this **16th day of November 2005**, between **CELEBRATION COMMUNITY CHURCH ("CCC")**, a Florida non-profit corporation, the address of which is **65 12th Street South Naples, FL 34102** and **THE CITY OF NAPLES, a Florida municipal corporation (the "CITY")**.

WITNESSETH:

WHEREAS, the **CITY** and **CCC** have determined that it is in their best interest to establish an use space for **CCC** at the Cambier Park Bandshell and grass area; and

WHEREAS, such an use would benefit the citizens of both the **CITY** and the County by providing increased and easier access to the services provided by **CCC**; and

WHEREAS, the **CITY** has agreed to grant **CCC** use of space at the Cambier Park Bandshell and grass area for a five year period on the terms and conditions contained herein.

NOW, THEREFORE, based upon the mutual covenants and premises provided herein, and other valuable consideration, the parties hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are true, correct and incorporated herein.
2. **Premises:** The **CITY** agrees to permit **CCC** to use the property located at the **CITY**-owned property referred to as the Cambier Park Bandshell and grass area (the "PROPERTY") which is located at 755 8th Ave. South, Naples, Florida 34102.
3. **Term:** The term of this AGREEMENT shall be for five years (the "TERM"). The TERM shall commence on November 2, 2005 and shall expire on November 1, 2010 (the "Termination Date"). At the end of the TERM or if terminated prior to Termination Date by either party, this AGREEMENT shall absolutely end. The AGREEMENT will be jointly reviewed by the **CITY** and **CCC** during the final quarter of this AGREEMENT and future recommendations of terms and conditions will be recommended at that time.
4. **License Fee:** There shall be no license fees due under this AGREEMENT.
5. **Use:** The PROPERTY shall be used solely for general assembly for the purpose of church services pursuant to the terms of this AGREEMENT. Alcohol is not permitted in the park, including without limitation, the storage, service or consumption thereof. Whenever not specifically stated herein, interpretation of appropriateness of any use shall be made by the City Manager. **CCC** shall conduct authorized activity Sunday mornings no earlier than Sunrise or no later than 12:00 p.m. (NOON).

6. **Sponsorship:** CCC will be allowed to provide sole sponsorship for its corporate sponsors.
7. **Financial Obligations:** CCC is solely responsible for the costs associated with the services; the CITY is not required to expend public funds to support either the capital or operation expenses of CCC. Financing will be the sole responsibility of CCC.
8. **Fees and Charges:** CCC shall pay to the CITY all applicable fees and charges as outlined in the CITY Code of Ordinances for use of the PROPERTY. All fees are to be paid to the Norris Community Center on a weekly or monthly basis as pre-arranged with CCC and CITY staff. Note: Fees and charges will be adjusted accordingly if any changes are made to the CITY Code of Ordinances as approved by City Council.
9. **Responsibility of CCC:** Provide rental and set-up and teardown of risers, chairs, sound system and sound technician for each use as needed. Regularly apprise the CITY of deficiencies in the facility being provided such as damages to facility and losses of equipment. Responsible for the clean up and removal of all trash and debris and repair of any damage or loss to the PROPERTY after each use.
10. **Alterations and Improvements:** CCC shall not alter, improve or change the PROPERTY, including existing signage, without the written consent of the CITY.
11. **Termination:** At any time during the term of this AGREEMENT, either party may terminate this AGREEMENT by delivering sixty (60) days written notice of termination to the other party without liability to the other.
12. **Assignment:** The use of the PROPERTY by CCC is nonexclusive and the CITY may allow the PROPERTY to be used for the benefit of the residents of and visitors to the CITY and Collier County. CCC shall not assign, sublet, or permit the PROPERTY to be used by others. CCC agrees to relocate to accommodate four (4) park uses per year and will also make every effort to work with staff to change their meeting to an earlier ending time to accommodate afternoon events that may interfere with use of the PROPERTY as requested by the CITY with 45-60 days advance notice.
13. **Insurance:** CCC shall pay for and provide Liability and Property Damage insurance in an amount of at least \$1,000,000.00 (1 mil) per occurrence. In all policies, the CITY shall be included as an additional named insured.
14. **Indemnification:** CCC shall indemnify, defend, save, and hold harmless the CITY, its officers, agents and/or employees from and against any and all losses, penalties, damages, professional fees, including reasonable attorney's fees and all costs of litigation and judgments, arising out of any willful misconduct or negligent act, error, or omission of CCC arising out of or incidental to CCC use of the PROPERTY, or the failure of CCC to perform any duties under this AGREEMENT.

15. **Taxes and Assessments:** CCC hereby covenants that it is currently a non-profit corporation validly formed and operating under Section 501c(3) of the Internal Revenue Code, and that it shall maintain such status during the life of this AGREEMENT. CCC shall pay all taxes and assessments applicable to non-profit 501c(3) organizations. In the event that the non-profit status of the CCC ceases, shall be in default hereunder.
16. **Quiet Enjoyment:** The CITY grants CCC quiet enjoyment of the PROPERTY and covenants not to disturb such quiet enjoyment as long as there exists no default on the part of CCC under the terms and conditions of this AGREEMENT.
17. **Effective Date:** This AGREEMENT shall take effect on the day of execution by the last party to execute this AGREEMENT
18. **Counterparts:** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party who signature appears thereon and all of which shall together constitute one and the same instrument.
19. **Recording:** This AGREEMENT shall be recorded by CCC in the Official Records of Collier County within thirty (30) days after this AGREEMENT is fully executed.
20. **Authority to Execute:** The terms of this AGREEMENT have been duly approved by the Board of CCC. A true and correct copy of the Resolution authorizing entry into this AGREEMENT, and authorizing the current CCC, President, to execute this AGREEMENT, is attached hereto as Exhibit A and incorporated herein.
21. **Notices and Address Record:** All notices required or made pursuant to this AGREEMENT to be given by CCC to the City shall be in writing and shall be delivered by hand or by United States Postal Services Department, first class mail services, postage prepaid, return receipt requested, addressed to the following:

City of Naples Community Services Department
280 Riverside Circle
Naples, Florida 34102

All notices required or made pursuant to this AGREEMENT to be given by the City to CCC shall be made in writing and shall be delivered by hand or by United States Postal Services Department, first class mail services, postage prepaid, return receipt requested, addressed to the following:

Celebration Community Church
65 12th Street South Naples, FL 34102
Naples, FL 34120

IN WITNESS WHEREOF, the parties hereto have executed this **USE AGREEMENT** as of the date first above written.

CELEBRATION COMMUNITY CHURCH
A Florida not for Profit Corporation

By: _____
Print Name

Title

Signature

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara A. Norman, City Clerk

By: _____
Bill Barnett, Mayor

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney