

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 217  
Tallahassee, Florida 32301

**TONY'S CAFÉ  
LICENSE AGREEMENT  
(Leon County Courthouse)**

**THIS LEASE AGREEMENT** is made as of this \_\_\_ day of \_\_\_\_\_, 2008, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("County") and Tony Tran, d/b/A Tony's CAFÉ ("Tony's Café").

**WITNESSETH**

WHEREAS, the Board has determined that it is in the County's best interest to provide an area for the use as a concession area to provide food and beverage service and that such provision of Tony's Café represents a valid public purpose; and

WHEREAS, the Board has designated space in the Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida (the "Courthouse") for use in the provision of food and beverage services; and

WHEREAS, the Board has determined that it is in the County's best interest to enter into a license agreement with a separate entity to exclusively provide, manage, and operate Tony's Café in the designated Courthouse space; and

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt whereof is hereby acknowledged: the County hereby enters into this license agreement with Tony's Café for certain premises in the Courthouse for the term and upon all conditions and agreements set forth herein .

- 1 PREMISES. The premises, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference, shall comprise the area contained within the demising line, calculated as approximately 1,527 square feet and identified as Suite 292 & 295 on the Second Floor of the Courthouse (the "Premises").
- 2 TERM. The term of occupancy of the Premises (the "Term") shall commence on June 11, 2008, and shall terminate on January 31, 2010. Thereafter, this License Agreement shall continue in effect for subsequent one (1) year terms ending on January 31, of each year, except that either party may terminate this Agreement without cause upon ninety (90) days written notice in advance. The County reserves the right to terminate this Agreement without notice for cause or for failure of Tony's Café to comply with this Agreement.
- 3 RENT. In consideration of the Tony's Cafe exclusively providing, managing, and operating the concession in accordance with the terms of this Agreement, Tony's Café shall be entitled to the use of the Premises for \$1.00 ANNUALLY.

3.1 UTILITIES AND SERVICES. The County shall continue to provide those utilities and services to the Premises that are provided to the premises as of the effective date of this

Agreement. The utilities specifically excluded from this provision include cable television and telecommunication services. Centralized Courthouse services, including but not limited to current security, heating and air conditioning services, are limited to normal Courthouse hours of operation and County has sole authority to change or discontinue such services without notice.

4 PERMITTED USES.

4.1 The Premises shall be used for lawful business activities of Tony's Café to provide concession services to sell hot and cold drinks, snacks, breakfast, and lunch items and other items to the employees and visitors of the Leon County Courthouse. Tony's Café shall not use the premises for any purposes contrary to any law or duly constituted, nor shall Tony's Café's use of the premises constitute a nuisance. Tony's Café shall not use the premises in any manner which would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium. Tony's Café shall not use the outside premises for storage of equipment or materials of any kind. Tony's Café shall not be open for operation when the Courthouse is closed for business.

4.2 The Tony's Café shall assure that the use of the Premises complies with all applicable laws, ordinances, and Board policies, and shall promptly comply with all government orders and directives for the correction, prevention, and abatement of any violation of applicable laws, ordinances, or Board policies in, upon or connected with the Premises, all at the Tony's Café's sole expense.

4.3 The Tony's Café shall assure that the occupant load of the Premises does not exceed the posted occupancy limits and that the storage of any records or other materials, furniture, equipment or other items does not exceed the 50 pounds per square foot, safe live load weight rating of the structure, and does not structurally compromise or damage the Courthouse or harm the public or Courthouse occupants, and will immediately remove all such items upon notice from the County; such notice may be given by the Facilities Management Director (FMD) or County's Risk Manager. Tony's Café shall consult with and gain FMD's advance written approval prior to bringing heavy items into the Premises.

5 COUNTY'S ACCESS. The County shall be entitled to enter the Premises to examine them and to make such repairs, alterations, or improvement thereto as the County considers necessary or desirable. Tony's Café shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto, and shall not change or install locksets or security without prior written approval of the FMD.

6 RULES AND REGULATIONS. Tony's Café shall observe any and all ordinances, policies, rules, and regulations regarding the use of the Courthouse which are currently in place or which may be hereinafter created or amended, from time to time, by the County.

6.1 CONTRACTOR; INDEMNITY BY Tony's CAFÉ. Tony's Café shall, in accordance with the provisions of Section 9.1 below indemnify the County, its agents, contractors, and any mortgagee of the County from and against any and all losses, damages, and liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the

work done by the Contractor, Subcontractors, and sub-subcontractors under its Agreement with Tony's Café.

- 6.2 PROPERTY OF COUNTY. Any Alterations or improvements to the Premises made by or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of the County upon the expiration or agreed upon earlier termination of this Agreement without credit to the Tony's Café. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tony's Café, which may be removed by Tony's Café at the end of the Term.
- 7 SIGNS AND DISPLAYS. Unless provided otherwise herein, Tony's Café shall not install any signs or displays that may be viewed by the public outside of the Premises, including but not limited to window signs or signs in the public corridor. County shall, at Tony's Café's expense, install signage identifying the areas of the Premises designated for Tony's Café. Such identity signage shall be comparable to identity signage elsewhere in the Courthouse except as agreed upon by Tony's Café and the FMD. County shall replace such identity sign, at Tony's Café's expense, if such signage is damaged or otherwise requires replacement to meet current building codes, relocation, etc.
- 8 INSURANCE. Tony's Café shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tony's Café, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Agreement.
- 8.1 Tony's CAFÉ'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tony's Café, its agents, representatives, employees, and/or Contractors and Subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Tony's Café's insurance coverage shall be primary insurance.
- 8.2 CERTIFICATES OF INSURANCE. Tony's Café shall furnish the County Risk Manager with certificates of insurance and with any original endorsements evidencing the coverage described above.
- 8.3 MINIMUM COVERAGE AND AMOUNTS. Tony's Café shall maintain the following minimum and amounts of insurance coverage:
- 8.3.1 LIABILITY INSURANCE. Tony's Café shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Tony's Café's insurance shall include the County as an additional insured for liability arising out of the acts or omissions of Tony's Café; and
- 8.3.2 WORKERS' COMPENSATION. Tony's Café shall provide workers' compensation insurance, if required to do so by law, covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming the County as an additional insured, Tony's Café shall provide to the County a waiver of all rights of

subrogation against the County with respect to losses payable under such workers' compensation policy(ies).

9 INDEMNIFICATION OF PARTIES. Tony's Café and the County agree to indemnify each other as follows:

9.1 Tony's CAFÉ'S INDEMNITY. Tony's Café agrees to indemnify, in whole or in part, the County and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by Tony's Café, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Agreement. Notwithstanding the foregoing, Tony's Café shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by Tony's Café.

10 DAMAGE OR DESTRUCTION TO PREMISES. The County shall not be liable or responsible to Tony's Café, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Premises, which may arise through repair or alteration of any other part of the Courthouse, that is consistent with this Agreement, and is not responsible for repair or restoration of the Premises. Provided, however, to the extent that any such damage or losses are covered by proceeds received by the County pursuant to its commercial insurance policies, the County shall reimburse Tony's Café for any confirmed losses up to the extent of the County's recovery or the amount of the loss, whichever is less.

11 Tony's CAFÉ NEGLIGENCE. If the Premises or any other portion of the Courthouse is damaged by fire or other casualty resulting from the fault or negligence of Tony's Café or its agents, representatives, employees, and/or Contractors and Subcontractors, Tony's Café shall be liable to the County for the cost of repair and restoration of resultant damage to the Courthouse.

12 PARKING: Tony's Café shall be entitled to two (2) parking spaces on P4 of the Courthouse Parking Garage at a monthly cost of \$30.00 each, for a total of \$60.00 per month.

13 MAINTENANCE AND REPAIRS OF PREMISES. Tony's Café shall, at its sole expense throughout the Term and any continuation thereof, manage and maintain the various components of the Premises in good order, condition and repair and keep the Premises in an attractive, fully operative condition. Tony's Café shall furnish, equip and refurbish the Premises as necessary. The County shall, maintain, repair, and renovate, the Premises as necessary, including but not limited to carpet, walls, doors, hardware, electrical and plumbing

components that service the Premises, ceiling grid, ceiling tiles, light fixtures and supply and return diffusers that service the Heating, Ventilating and Air Conditioning for the Premises.

14 TELECOMMUNICATIONS. All telecommunications services desired by Tony's Café shall be ordered and utilized at the sole expense of Tony's Café. All installations of telecommunications equipment and wires shall be accomplished pursuant to plans and specifications approved in advance in writing by the FMD and the County's MIS Director ("MIS"). Unless the FMD and the MIS otherwise requests or consents in writing, all of Tony's Café's telecommunications equipment shall be solely located within the Premises.

14.1 WIRELESS EQUIPMENT. Other than usual and customary cellular telephones, Tony's Café shall not utilize any wireless communications equipment without the MIS' and the FMD's prior written consent.

14.2 INTERFERENCE WITH OTHERS. In the event that telecommunications equipment, wiring and facilities installed within the Courthouse by or at the request of Tony's Café causes interference to equipment used by another Courthouse tenant, Tony's Café shall assume any liability related to such interference, and shall use reasonable efforts and shall cooperate with the County and other parties to promptly eliminate such interference. In the event that Tony's Café is unable to eliminate such interference, Tony's Café shall substitute alternative equipment that remedies the situation. If such interference persists, Tony's Café shall discontinue the use of such equipment, and, at the County's discretion, remove such equipment.

15 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Agreement is the only agreement between the parties pertaining to the Agreement of the Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

16 TONY'S CAFÉ ASSIGNMENT. Tony's Café shall not assign this Agreement, in whole or in part, without the prior written consent of the County. In no event shall Tony's Café be released from any obligation or liability under this Agreement

17 CONDITION UPON RELOCATION OR TERMINATION. Tony's Café's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon Relocation or termination of this Agreement shall be governed as follows:

17.1. Except as provided herein, Tony's Café shall surrender the Premises to County, broom clean, in the same condition as existed on the date of Tony's Café's receipt of its Certificate of Occupancy from the City of Tallahassee or subsequent condition consistent with additional Alterations except for ordinary wear and tear or other conditions which Tony's Café was not otherwise obligated to remedy under any provision of this Agreement.

17.2 Tony's Café shall, at Tony's Café's expense, repair any damage to the Premises or Courthouse caused by the removal or relocation of any of Tony's Café's personal property, including but not limited to furniture, machinery and equipment.

- 17.3 In no event, however, shall Tony's Café remove any of the following materials or equipment without FMD's prior written consent:
  - 17.3.1 any power wiring or power panels;
  - 17.3.2 any telecommunications wiring and related infrastructure;
  - 17.3.3 any millwork and cabinetry;
  - 17.3.4 any wall coverings, drapes, blinds or other window coverings;
  - 17.3.5 any carpets or other floor coverings; or
  - 17.3.6 any plumbing fixtures, water fountains or other similar building operating equipment.
- 18 NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows by any of the following acceptable forms:
  - 18.1 by hand delivery;
  - 18.2 by certified mail, return receipt requested; or
  - 18.3 by guaranteed overnight delivery service.
  - 18.4 Notices to Tony's Café shall be delivered to Leon County Courthouse, Suite 292 , Tallahassee, Florida 32301, except that upon Tony's Café's taking possession of the Premises, the Premises shall be the address for notice purposes.
  - 18.5 Notices to Landlord shall be delivered to:

Parvez Alam, County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

With a copy delivered to:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

and  
Thomas P. Brantley  
Director of Facilities Management  
1907 S. Monroe Street  
Tallahassee, FL 32301

18.6 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner.

IN WITNESS WHEREOF, the Tony's Café and the County have caused this Agreement to be duly executed as of the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

**TONY'S CAFÉ**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2008,  
by \_\_\_\_\_, whose title is \_\_\_\_\_ for Tony's Café, and who  
is personally known to me and who did take an oath.

NOTARY PUBLIC

Signature \_\_\_\_\_

Typed or printed name \_\_\_\_\_

My Commission expires \_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of:

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Parwez Alam  
County Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2008,  
by Parwez Alam, whose title is County Administrator for Leon County, Florida, a charter county  
and political subdivision of the State of Florida, and who is personally known to me and who did  
take an oath.

NOTARY PUBLIC

Signature \_\_\_\_\_

Typed or printed name \_\_\_\_\_

My Commission expires \_\_\_\_\_