



# REVOCABLE LICENSE AGREEMENT

## Pavers and Landscape on City Right-of-Way (Revised 04/04/2022)

CITY OF KEY WEST

PO Box 1409 (1300 White St.)

Key West, FL 33041

licensing@cityofkeywest-fl.gov

Permit Application #: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Business Owner *(attach copy of lease or deed)* \_\_\_\_\_

Revocable License Fee - **\$100.00** Email- \_\_\_\_\_ Phone- \_\_\_\_\_

BY THIS AGREEMENT, the City of Key West, hereinafter Licensor, and the property owner indicated above, 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 having brick pavers or landscape as described in the above referenced engineering permit application.

1. 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 non-structural improvements. Such insurance shall provide **coverage of not less than \$300,000.00 for bodily injury and property damage respectively, per occurrence.** Such insurance **must include the clause "includes coverage for pavers and landscape that extends over city right-of-way."** 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 Licensing Official, sent via certified mail. This license agreement shall terminate in the event that the required insurance policy is not maintained properly. **(Attach Certificate of Insurance which includes all of the above requirements).**
2. 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 non-structural improvement or the City's issuance of a license hereunder.

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This revocable license is being issued in accordance with Sec 2-939 City of Key West Municipal Code. By signing below, I certify that I have read and understand the restrictions associated with this revocable license agreement as indicated above.

**Owner's Signature:** \_\_\_\_\_

**Notary:** State of \_\_\_\_\_, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_, 20\_\_\_, by

\_\_\_\_\_.

Notary signature: \_\_\_\_\_ Produced ID: \_\_\_\_\_

\_\_\_\_ Personally known

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### Office Use Only

Licensing Official Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Licensing Rep: \_\_\_\_\_ License #: \_\_\_\_\_ Date: \_\_\_\_\_