

VETERANS MEMORIAL PARK
SUPPLEMENTAL MAINTENANCE AGREEMENT

This Supplemental Maintenance Agreement is entered into on the date last written by and between **VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA, INC.**, a Florida Not-For-Profit Corporation, hereinafter referred to as "*VMP*," whose principal corporate address is 1017 N. 12th Avenue, Pensacola, FL 32501, and **THE KREWE OF QUASIMODO, INC.**, a Florida Not-For-Profit Corporation, whose principal corporate address is 56 E. Chase Street, Pensacola, FL 32502, hereinafter referred to as "*Quasimodo*."

WHEREAS, the VMP is the *Licensee* under that certain **VETERANS MEMORIAL PARK LICENSE AGREEMENT** ("License Agreement") with the City of Pensacola for the purpose of developing a vision and theme for the Veterans Memorial Park ("Park") located along Escambia Bay in downtown Pensacola, Florida; for developing processes and standards for review of organizations that arise for or support of monuments; for developing standards for Park events for citizen usage and enjoyment of the Park; for reporting to the City of Pensacola on the Park; and for operating with transparency as stewards of the Park for the City and its citizenry, and

WHEREAS said License Agreement provides in Paragraph 4 that the VMP shall maintain the Park and all improvements in good order and repair and ensure that the Park is safe and attractive to the visiting public, and

WHEREAS, Quasimodo is a Florida not-for-profit corporation duly incorporated for the purpose of providing maintenance and care for the monument known as the Marine Aviation Memorial Tower ("Tower") which was erected by its fund raising efforts, and it wishes to assist and complement the VMP with the ongoing maintenance and repair of the Tower and keeping it

and the immediate area surrounding the Tower in good order and condition, and

WHEREAS, Quasimodo's undertaking of such duties will greatly benefit the VMP by assuring and providing for the maintenance of the monument and surrounding area and promoting further the purpose and enjoyment of the Park, and

WHEREAS, Quasimodo's performance of such duties is intended to complement but not relieve or replace VMP of its duties under the License Agreement, and any assignment of duties of VMP under the License Agreement shall require prior written consent of the City Council of the City of Pensacola under Paragraph 10, therefore, it is,

AGREED, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, as follows:

1. VMP shall seek and obtain prior written authorization from the City Council of the City of Pensacola to authorize its entering into this supplemental maintenance agreement with Quasimodo for the purposes provided herein.
2. Quasimodo shall undertake normal maintenance, care, and repair of the Tower at its expense. Such maintenance shall include the assuring of normal operation of the clocks, computer sound equipment, and electrical components and equipment as a part of the Tower.
3. Quasimodo shall provide regular reports to VMP of its actions and the needs regarding the Tower. The VMP shall be provided timely notification of any actions which might require City of Pensacola engineering, recreational, or other department approval, permitting, or oversight.
4. Quasimodo shall be responsible for and pay all expenses and costs of such Tower and maintenance, and it shall carry and provide proof to VMP of such liability and casualty insurance as reasonably necessary to assure repair or replacement of damage or destruction to the Tower or

related parts or components. Such insurance shall also provide the City of Pensacola as an additional insured/loss payee.

5. Quasimodo shall undertake to indemnify and hold harmless the VMP and the City of Pensacola for any harm, damage, or injury caused by or as a result of the Tower or its maintenance or operation.

6. Quasimodo shall not undertake any major changes or modifications to the design, construction, or structure of the Tower without prior approval of the VMP and the City of Pensacola.

7. Quasimodo shall not cause or permit any construction/mechanic lien for work or services performed by it or third parties or under its auspices to be placed or imposed upon the property for any reason.

8. VMP shall reasonably cooperate with Quasimodo in facilitating approval of work, maintenance, repairs, or improvements undertaken to the Tower; all such activity shall be subject to prior approval of the VMP.

9. All changes to or modifications of the Tower shall be consistent to and complementary of the overall VMP design and operations of the Park.

10. Quasimodo, as part of its enjoyment and usage of the Tower and area surrounding it, shall be subject to the same VMP rules and requirements of all persons or organizations.

11. This agreement is subject to termination by either party or the City of Pensacola with or without cause upon written notice delivered to the last known address of record for the respective entities.

12. This agreement is entered into at Pensacola, Escambia County, Florida; venue of this agreement shall be in Escambia County, Florida.

13. This agreement may be signed in whole or counter-part by the parties and is thereby fully binding.

Dated: _____

VETERANS MEMORIAL PARK FOUNDATION OF
PENSACOLA, INC., a Florida not-for-profit
corporation.

By: _____, Its President
_____ Print

-Corporate Seal-

ATTEST:
_____, Its Secretary
_____ Print

Dated: _____

THE KREWE OF QUASIMODO, INC.,
a Florida not-for-profit corporation.

By: _____, Its President
_____ Print

-Corporate Seal-

ATTEST:

_____, Its Secretary
_____ Print

-Corporate Seal-

Dated: _____

CITY OF PENSACOLA, A municipal corporation.

By: _____
Ashton J. Hayward, Mayor

Council President