

**LYNX**

**AGREEMENT TO USE LYNX FACILITIES FOR PHOTO AND OTHER RELATED USE**

For good and valuable consideration, the receipt which is acknowledged, and specifically on the terms set forth below, the Central Florida Regional Transportation Authority d/b/a LYNX ("LYNX") hereby grants to:

**[INSERT LICENSEE HERE]**

("LICENSEE") the right and license to enter upon, to take and record photographs (stills, film, tape or otherwise), and use for so-called "location" purposes the property situated at the following "Location Address":

**[INSERT ADDRESS]**

The rights granted to LICENSEE include the right to photograph all structures and signs located on the property (including the exterior and interior of the structures and the names, logos and verbiage contained on such signs), and the right to refer to the property by its correct or commonly recognized name. All images and sound captured on tape or otherwise shall be referred to in this Agreement as the recordings (the "Recordings").

LYNX agrees that subject to the further provisions set forth below, LICENSEE shall (i) own all rights in the Recordings, (ii) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, and in all languages, throughout the universe, and (iii) be entitled to use the Recordings as LICENSEE deems appropriate, including, without limitation, for promotion and publicity purposes. "Media" for purposes of this Agreement shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, videotapes, CDs, DVDs and electronic databases.

LICENSEE agrees that the rights granted under this Agreement are subject to the following:

- (a) The Recordings will generally be used only for the following purpose:

**[The recordings will not be used to market or promote LYNX in a negative fashion.]**

- (b) This Agreement shall only be effective, and the shooting, use of space may only occur, on or at the following times:

**[INSERT TIMES HERE]**

- (c) Any use of the Location Address must first be coordinated through the LYNX representative (see below), and the LYNX representative will be entitled to accompany the LICENSEE for said shoot.

- (d) The LICENSEE shall not in any way whatsoever unreasonably interfere with the business of LYNX, or otherwise reasonably interfere with its customers in exercising the rights under this Agreement. All shooting must be in public spaces and not, for example, in any private areas not accessible to the public.

In the event any paragraph section, sentence or clause of this agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such holding shall not affect the remainder of this agreement, which shall remain in full force.

- (e) LICENSEE agrees to hold harmless and indemnify LYNX (and its directors, officers, employees and agents) from all claims, demands, causes of action, damages, expenses, and any other liabilities of any kind, and reasonable attorney fees which may arise out of or in connection with any property damage or personal injury caused by LICENSEE while shooting at the Location Address.

(f) During the term of this Agreement, the LICENSEE shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the Licensee with coverages and limits of liability not less than those specified below. All insurance coverage provided by the LICENSEE shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Work provided for in this Agreement. If any part of the work is sublet, the LICENSEE shall require any and all subcontractors performing Work under the Agreement to carry insurance of the type and limits of liability as required by the LICENSEE under this agreement. In the event a subcontractor is unable to furnish adequate limits as provided below, the LICENSEE shall endorse the subcontractor as an Additional Insured on their policies. The LICENSEE shall obtain and furnish to LYNX certificates of insurance evidencing subcontractor's insurance coverage.

- i. *Workers' Compensation Insurance:* Coverage providing the statutory benefits set forth in the Workers' Compensation Act of the State of Florida and/or any other state or Federal law or laws applicable to the LICENSEE's employees performing Services under the LICENSEE.
- ii. *Employers Liability Insurance:* With limits of liability not less than \$1,000,000 for each accident or disease. This insurance shall include a Waiver of Subrogation Endorsement, waiving the insurance carrier, LICENSEE, or subcontractor's right of recovery under subrogation or otherwise from LYNX.
- iii. *Commercial General Liability:* On an Occurrence Form with Bodily Injury and Property Damage limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in a general aggregate. If coverage is written on a Claims Made Form, the Contractor must maintain a retroactive date prior to the effective date of this agreement and shall purchase a Supplemental Extended Reporting Period (SERP) of 3 year or more in contemplation of the policy cancellation, nonrenewal, change to an Occurrence Form or any other event that may cause a gap in coverage. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the Contractor's obligations herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

Before commencing any work under the Agreement, the LICENSEE shall provide LYNX with certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as required above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall be endorsed to name LYNX, its officers, directors, employees and assigns as an Additional Named Insureds as respects operations for work performed by or on behalf of the LICENSEE in performance of this Agreement. All policies of insurance that are related in any way to the Work required by the Agreement shall be endorsed to LYNX, waiving the insurance company's right of recovery against LYNX, whether by way of subrogation or otherwise. Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance shall be provided by insurance companies licensed or authorized to do business in Florida with an A.M. Best Rating of A- IX or better. To the extent that the Scope of Services or the Agreement Documents require additional types of insurance, greater coverage amounts or additional requirements pertaining to insurance, the requirements contained in the Scope of Services or the Agreement Documents shall supplement the requirements contained herein.

LYNX agrees that no sum shall be due to it for execution of this Agreement and LICENSEE shall not be obligated to pay LYNX any sum, regardless of the time or method of any future use of the Recordings.

This Agreement shall be governed by the laws of the State of Florida, regardless of the place of its physical execution and any disputes shall be resolved in Orange County, Florida. This Agreement represents the entire understanding in effect between the parties; any oral statements modifying this Agreement shall not be binding.

The LICENSEE shall comply with all laws of the United States, State of Florida, the Florida Building Code and Florida Fire Prevention Code and all ordinances of the City of Orlando and Orange County.

LYNX retains the rights to interrupt the promotional event when in the judgement of LYNX, such action is necessary in the interest of public safety.

LICENSEE shall not discriminate in any of its activities related to this agreement against any person on the basis of race, religion, age, disability or marital status.

In the event the premises or any portion of LYNX equipment during the term of this license agreement is damaged by the act, default or negligence of the LICENSEE or any of the LICENSEE's agents, the LICENSEE shall promptly pay to Licensor such sum as shall be necessary to restore said premises to their condition at the time of commencement of this

LYNX:

LICENSEE

By: \_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Name of LICENSEE)

By: \_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

\_\_\_\_\_  
(Print Name of LYNX Contact Person)

\_\_\_\_\_  
(Telephone Number of Contact Person)

\_\_\_\_\_  
(Telephone Number of LYNX Contact Person)

\_\_\_\_\_  
(Address)

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(FEIN Number)

Date: \_\_\_\_\_, 2023

State of Florida }  
County of Orange }

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Print, Type or Stamp Name of Notary Public

- Personally known to me, or
- Produced Identification \_\_\_\_\_  
Type of I.D.