

DOMAIN NAME USE AGREEMENT

This Domain Name Use Agreement ("Agreement" is made and entered into this ____ day of April, 2010, by and between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida ("Landlord") and CORAL GRAND, LLC. a Florida limited liability company ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 6, 2009, as amended by that First Amendment dated March 30, 2010 (the "Lease"), for that premises located at 997 North Greenway Drive, Coral Gables, FL, known as the Coral Gables Country Club (the "Premises"), as more particularly set forth in the Lease; and

WHEREAS, Article 9 of the Lease provides that during the term of the Lease, Tenant may operate the Premises *inter alia* as the "Coral Gables Country Club" pursuant to the terms set forth therein; and

WHEREAS, the Tenant desires Landlord to allow Tenant the right to use the domain name "coralgablescountryclub.com" for use as a website URL, and Landlord is amenable to such request subject to the terms and conditions of this Agreement as follows.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and form a part of the Agreement.

2. **Use of Domain Name.** Subject to the terms of the Lease, and during the Term of the Lease (as "Term" is defined therein, and as the Term may be extended), upon execution of Agreement, the Landlord shall allow the Tenant the use of the domain name "coralgablescountryclub.com" (the "Domain Name"), for all its business needs, including all Internet traffic to the Domain Name (s). It is acknowledged that Landlord has reserved ownership to the Domain Name as well as the domain names "coralgablescountryclub.net" and "coralgablescountryclub.org" (collectively the "Related Domain Names") through GoDaddy.Com. Tenant shall, at its cost, keep the Landlord's rights to the Domain Name and the Related Domain Names current throughout the Term of the Lease. This Agreement shall automatically expire upon the termination of the Lease, without any further action being required of the Landlord, and Tenant shall discontinue all such uses and advise Landlord of this action in compliance herewith.

Tenant shall use the Domain Name solely in connection with its operation of the Premises (although Tenant may link to its other business websites), and content on any Website using the Domain Name shall not be of any illegal, pornographic, or other unseemly content. Tenant shall not use the Domain Name in any manner that would

either directly or indirectly imply City of Coral Gables' approval or involvement in its operations and Tenant shall cease any action deemed as such by City to infringe on this requirement, and such determination shall be made by the City in its sole discretion. Tenant shall indemnify and hold harmless Landlord for any claims made with regard to Tenant's use of the Domain Name.

Breach of this Agreement shall be considered a material default under the Lease, subject to the rights and remedies set forth therein. Notice of any default hereunder shall be given in accordance with the terms of the Lease.

3. Entire Agreement. This Agreement, along with the Lease, as it may be amended from time to time, states the entire agreement between the parties concerning the use of the Domain Name and Related Domain Names, and supersedes any prior agreements, understandings or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and be signed by authorized representatives of both parties.

4. Choice of Law. This Agreement is made under and shall be construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County.

5. Severability. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

CITY OF CORAL GABLES, a
Municipal Corporation of the State
of Florida

ATTEST:

By: _____
Patrick G. Salerno
City Manager

By: _____
Walter Foeman
City Clerk

Approved as to form and legal
sufficiency:

By: _____
Elizabeth M. Hernandez
City Attorney

CORAL GRAND, LLC. a Florida
limited liability company

By: 

Nick DiDonato
President

ATTEST/WITNESS:

By: _____
Name: _____

By: _____
Name: _____