

LICENSE AGREEMENT

This Agreement is made and entered into as of December ___, 2004 (the "Effective Date") by and between Quantum Leap Network, Incorporated, a Florida corporation, with principal offices at 1825 Ponce de Leon Blvd., PMB 183, Coral Gables, Florida 33134 and its principal, Robert Burr, an individual residing at 314 Romano Avenue, Coral Gables, Florida 33134 (hereinafter collectively referred to as "Quantum Leap") and The City of Coral Gables ("City"), a Florida municipal corporation, with principal offices at City Hall, 405 Biltmore Way, Coral Gables, Florida 33134.

WHEREAS, the City owns all right, title and interest in and to the name Venetian Pool, which is a municipal swimming pool located at 2701 De Soto Boulevard, Coral Gables, Florida 33134; and

WHEREAS, the City owns all right, title and interest in and to the City name, Coral Gables, and the City Seal, as depicted below; and



WHEREAS, Quantum Leap has registered the domain name www.venetianpool.com in the name of "Coral Gables Venetian Pool" listing Robert Burr as administrative contact; and

WHEREAS, Quantum Leap has created a website under the domain name www.venetianpool.com and has included on this website use of the City name and the City Seal; and

WHEREAS, the parties desire to memorialize their respective rights and obligations regarding Quantum Leap's use of the domain name www.venetianpool.com, Quantum Leap's maintenance of the website at www.venetianpool.com, and Quantum Leap's use of the name Venetian Pool, the City name and the City Seal, in order to avoid confusing or misleading the public;

NOW, THEREFORE, in consideration of the mutual promises herein contained it is hereby agreed:

1. Grant. The City grants Quantum Leap a non-exclusive, non-assignable, royalty-free right, without the right to grant sublicenses:

- a. to use the domain name www.venetianpool.com in connection with an informational website about the Venetian Pool under the terms herein; and
- b. to maintain the website at www.venetianpool.com as an informational website about the Venetian Pool; and
- c. to use the name Venetian Pool, the City name, Coral Gables, and the City Seal on the website www.venetianpool.com.

2. Term. The initial term of this Agreement shall commence on the Effective Date and conclude on September 1, 2007. This Agreement shall be automatically renewed in one year increments after the initial term, unless either party shall give written notice to the contrary to the other party at least thirty (30) days prior to any expiration date. This Agreement may be sooner terminated by the City if Quantum Leap breaches any provision and if such breach is not cured within sixty (60) days after written notice thereof by the City to Quantum Leap.

3. Consideration. This Agreement is granted in consideration of the transfer of the domain name by Quantum Leap to the City and of the continued maintenance of the website www.venetianpool.com by Quantum Leap. As of the Effective Date, Quantum Leap will take all necessary action to transfer the domain name www.venetianpool.com from "Coral Gables Venetian Pool" to the "City of Coral Gables." In consideration of maintenance of the website, during the initial term of the agreement, the City shall allow Quantum Leap to have one event per year at the Venetian Pool, subject to availability, provided that the reservation of the date of the event is made 60 days prior to the event and such event is pre-approved by the City. The provision of the premises is limited to use of the premises, including use of the kitchen, and does not include security, food, entertainment, or any other service. The provision and use of the premises shall be regulated according to the standard terms and conditions generally applicable to the rental of the Venetian Pool facility.

4. Title and Protection of Intellectual Property. The City owns the name Venetian Pool, the City name, and the City Seal and other locations, trademarks and copyrights representing the City, and Quantum Leap recognizes the great value of the goodwill associated with these rights and further acknowledges that all rights therein and goodwill pertaining thereto belong exclusively to the City. Quantum Leap will not dilute or misuse these rights, bring these rights into dispute, or challenge the City's ownership thereof. Quantum Leap will not attempt to register any such intellectual property owned by the City for copyright or trademark protection nor assert ownership of any such intellectual property and will cooperate with the City at the expense of the City in protecting, defending and registering these rights or derivatives thereof. Quantum Leap hereby agrees that every use of the name Venetian Pool, the City's name and the City Seal shall inure to the benefit of the City and that Quantum Leap shall not at any time acquire any rights in the name Venetian Pool, the City name and the City Seal by virtue of any use Quantum Leap may make of the name Venetian Pool, the City name and the City Seal. Quantum Leap will not use the name Venetian Pool, the City name or the City Seal except in accordance with this Agreement, and will not alter or combine the name Venetian Pool, the City name or City Seal with any other mark, name or symbol without prior written consent of the City.

All photographs and graphics displayed on the website www.venetianpool.com shall remain the property of Quantum Leap Network. Quantum Leap Networks hereby grants the City a license to use such photographs and graphics, *during the course of this contract.*

5. Indemnities. Quantum Leap indemnifies and holds harmless the City, the City's affiliated entities, and the City's officers, employees, and agents from any and all claims, suits, damages, attorney fees, costs and expenses arising from performance and activities of Quantum Leap under this Agreement whenever and however asserted or established, whether or not there is negligence on the part of the City. Quantum Leap hereby specifically indemnifies the City and undertakes to hold the City harmless against any and all claims or suits arising out of the material presented on the website www.venetianpool.com.

6. Warranty. Quantum Leap hereby warrants and represents that all graphics, photographs, film clips, and any other material used on the website www.venetianpool.com, now and in the future, do not infringe the copyright, trademark, publicity or privacy or other rights of another. Quantum Leap further warrants and represents that all material used on the website www.venetianpool.com, now and in the future, is truthful, lawfully used and is not disparaging, libelous or slanderous.

7. Quality Control. Quantum Leap agrees to monitor and maintain the website www.venetianpool.com for the term of this Agreement. High quality services and accurate reproduction of the name Venetian Pool, the City's name, and the City Seal and information about the Venetian Pool are of the utmost importance. Quantum Leap agrees to provide the City with any proposed substantive changes to the website www.venetianpool.com before publishing such changes. Quantum Leap agrees and undertakes to maintain the website www.venetianpool.com with the same quality standards as are presently in use on such site, which quality the City expressly approves. The City retains the right to monitor and inspect the website www.venetianpool.com. If the City determines that changes should be made to the website, Quantum Leap shall comply with the City's request within thirty (30) days. Quantum Leap will affix appropriate trademark and/or copyright notices or legends stating that the name Venetian Pool, the City name and City Seal are used under license from the City, as directed by the City from time to time.

8. Relationship. Quantum Leap is an independent contractor of the City and not an agent or employee of the City. Neither party shall be liable for the acts or omissions of the other, nor shall either party have the right to act for or to bind the other. This Agreement is not intended to create a franchise agreement, partnership or joint venture, and no such relationship is created hereby.

ACCEPTED AND AGREED:

The City of Coral Gables

By: Rob M
Name: _____
Title: _____

Robert Burr, individual, and in his capacity as President of
Quantum Leap Network, Incorporated

By: RB
Name: Mr. Robert Burr

APPROVED AS TO FORM
Eliz M
ELIZABETH M. MERNANDEZ
CITY ATTORNEY

