

## REVOCABLE LICENSE AGREEMENT

This License Agreement is made as of this 24<sup>th</sup> day of October, 2025, by and between **Hernando County**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter the "Licensor" or "County") and Herbert Sherbert Inc., a Florida profit corporation, whose address is 6393 Pine Ridge Drive, Brooksville, Florida 34602, (hereinafter the "Licensee").

### RECITALS

WHEREAS, Hernando County is the owner of the property located at 924 Hale Avenue, Brooksville, Florida 34601, Parcel Identification Numbers: R27 222 19 3010 0000 0050 and R27 222 19 3010 0000 0040 (hereinafter the 'Premises'); and,

WHEREAS, the Licensee desires to temporarily utilize specified portions of the Premises for the purpose of preparing food items for a mobile food truck business (hereinafter said "temporary use of the Premises" is also referred to in this Agreement as "use"); and,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

#### SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

#### SECTION 2. PREMISES.

The Licensor hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter the Premises). All truck access is subject to prior coordination and approval by the County Administrator or designee.

#### SECTION 3. TERM.

A. The term (the "Term") of this License shall be for thirty (30) days commencing on the Effective Date (the "Commencement Date") and terminating on the date that is thirty (30) days following the Commencement Date (the "Expiration Date"). This agreement has an option to be extended for an additional thirty (30) day term (referred to as an "Additional Term") with the written request of the Licensee and the written approval of the Licensor. The Licensee shall not be privileged to enter or utilize the Premises prior to completing execution and approval of this License Agreement, including acknowledged receipt and sufficiency of Required Insurance.

B. Upon termination of the License Agreement, Licensee must remove the food preparation equipment at their sole expense. All items and improvements that are securely affixed to the Premises or are integrated into the building's systems in such a way that removal would cause substantial damage must remain. These include, but are not limited to, plumbing, wiring, sinks, water heaters, countertops and

flooring.

#### SECTION 4. NON-EXCLUSIVE USE OF PREMISES.

The Licenser and the Licensee further agree that other use of the premises by Hernando County may take place concurrently with Licensee's permitted use of the Premises.

#### SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises ONLY as a space for the preparation of food items as a mobile food truck vendor. Licensee shall be solely responsible for the proposed use, including doing any and all things necessary to ensure the Premises is made safe for the Licensee's proposed use by employees and staff.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement. All activities in connection with proposed use shall be coordinated in advance with the County Administrator or designee.

#### SECTION 6. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with any use associated with this License Agreement. All such permits/licenses shall be obtained prior to the first use and copies shall be provided to the County Administrator. Failure to obtain said approvals and permits will render the license granted herein null and void.

B. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the County's approval of this Revocable License Agreement. Licensee may not attempt to force or coerce County approval authorities to approve any temporary conditional use or other land use approval by asserting that the County has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory based on the County's approval of this Agreement. Approval of a development order requires strict compliance with applicable approval criterion for the requested use.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible Federal, State, and local authorities, or other entities, necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable Federal or State agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations shall not in any way be interpreted as a waiver, modification, or grant of any Federal or State agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Licenser, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of Federal and State statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting Hernando County from bringing an enforcement action under the Hernando County Code of Ordinances.

#### SECTION 7. LICENSE FEE; OTHER COSTS.

The Licensee hereby acknowledges and agrees that the monthly License Fee for the use of the Premises shall be One Thousand Five Hundred Dollars and No Cents (\$1,500.00). This fee is to be

rendered due and payable without demand on or before the commencement date, and subsequently at the first day of each subsequent month. If the fee is not paid when due, payment is subject to a 10% late payment fee and this License Agreement is automatically canceled. The Licensee is responsible for all taxes, fees or any other costs associated with occupation and use of the premises.

#### SECTION 8. MANDATORY CONDITIONS OF USE.

A. **IMPROVEMENTS.** The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County Administrator.

B. **ACCESS.** The Licensee agrees that all access to/from the Premises shall be via the South entrance. No other access is authorized. No overnight parking or other use is permitted on the specified access area. It shall be the responsibility of the Licensee to direct and control all subtenant parking.

C. **RETURN CONDITION/REPAIR OBLIGATION.** The Licensee agrees to surrender/return the Premises to the Licenser in like-same condition as existed preceding use. This obligation includes but is not limited to the obligation to return the Premises in a clean condition, free from garbage, trash, junk, and debris. If the Premises is not returned in clean condition, the Licenser shall clean the premises and bill the Licensee. Any such bill shall be fully paid within ten (10) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests arising from each use. Licensee acknowledges that said repair may only be performed by County personnel or other authorized and qualified contractors of the County. In addition, Licensee acknowledges that said repair shall be in accordance with all Federal, State, and local public improvement standards, rules, and regulations, and when triggered, public bidding and contracting rules. If the Premises is returned with damage necessitating repair, unless otherwise agreed by the parties, the Licenser shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Failure to fully pay any bill under this section shall disqualify Licensee or its members from any future use of the Premises. In addition, the Licenser may pursue any legal action to recover the debt.

D. **ALCOHOL/CONTROLLED SUBSTANCES.** The possession or use of alcohol, narcotics and/or controlled substances on the Premises is strictly prohibited.

E. **SPECIAL CONDITIONS AND RESTRICTIONS:** The following Special Conditions and Restrictions apply to the proposed use of the Premises: The Licensee shall adhere to all Federal, State, and local environmental regulations pertaining to its operations including required licensing and permitting.

#### SECTION 9. INDEMNITY/HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants and agrees that it will indemnify and hold harmless the Licenser, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities and expenses (as well as attorney's fees and costs, including, but not limited to claims in connection with any loss of life, personal injury (including death), or property damage arising from, or out of, the occupancy or use of the Premises or use of any other part of the Licenser's property by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests, or due to or occasioned wholly or in part by any act or omission of the Licensee, its employees, volunteers, participants, agents, contractors, invitees or guests. Notwithstanding anything to the contrary in this License Agreement, the Licenser hereto shall retain for itself all claims and defenses under Florida's sovereign immunity laws.

B. The Parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for

consequential, special, indirect, punitive, or exemplary damages, costs, or expenses of losses (including without limitation, lost profits, and opportunity costs).

#### SECTION 10. REQUIRED INSURANCES.

A. **LIABILITY.** At all times while this Agreement remains in force, the Licensee, at the Licensee's sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars (\$1,000,000) in general liability insurance (per occurrence) and Two Million Dollars (\$2,000,000) in general aggregate. The Licensee shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability as per the Insurance Requirements established by the County's Risk Management Division.

B. **AUTO LIABILITY.** Coverage shall be provided for all tagged vehicles. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be \$500,000.

C. **WORKERS COMPENSATION.** Licensee shall maintain Workers Compensation Insurance for all covered individuals present on site in accordance with State and Federal Law (i.e., all persons required to be covered by such insurance shall be covered). When applicable, the Licensee shall provide a true and correct copy of the Workers Compensation Insurance Certificate to the County Administrator, prior to any use of the Premises hereunder.

D. **REJECTION/NOTICE.** Licensors reserves the right, but not the obligation, to revise any insurance requirement, not restricted to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Licensors reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Licensors by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

E. The terms "LICENSOR", "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual officers, members, employees, volunteers, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

#### SECTION 11. TERMINATION.

This License Agreement may be terminated by the Licensors, for any material violation under this license agreement, upon 10 days' notice to the Licensee. This License Agreement may also be terminated by the Licensors, for any reason or no reason, upon 15 days' notice. This License Agreement may also be terminated by mutual written agreement, between Licensee and Licensors at any time.

#### SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally-recognized overnight courier (such as UPS, overnight mail, or Federal Express), or be by facsimile transmission). Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal service. Notice by facsimile or overnight express delivery service shall be deemed effective one (1) business day after transmission or after deposit with the express delivery

service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice or communication to the Licensee:

Herbert Sherbert, Inc.  
Kevin J. Herbert, President  
6393 Pine Ridge Drive  
Brooksville, Florida 34602

In the case of notice or communication to the Licensor:

Hernando County BOCC  
c/o County Administrator  
15470 Flight Path Drive  
Brooksville, Florida 34604  
Phone: (352) 754-4000  
Fax: (352) 754-4477

copy to: Property Management Department  
c/o Department of Public Works  
1525 East Jefferson Street  
Brooksville, Florida 34601  
Phone: (352) 754-4060  
Fax: (353) 754-4469

#### SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be deemed terminated.

#### SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

#### SECTION 16. SEVERABILITY.

If any clause, section, sentence or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

#### SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the Circuit Court, in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida Law. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. The parties hereby waive and release their right to trial by jury in any claim, action or proceeding arising out of or in any way connected with this License Agreement.

In Witness Whereof, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

WITNESS:

Valerie M. Pianta  
Print Name

Valerie M. Pianta  
Signature

15800 Flight Path Dr.  
Address

Brooksville, FL 34604

**Licensee**

Herbert Sherbert, Inc.

By: [Signature]  
Kevin J. Herbert, President

10/29/2025  
Date

WITNESS:

Valerie M. Pianta  
Print Name

Valerie M. Pianta  
Signature

15800 Flight Path Dr.  
Address

Brooksville, FL 34604

**Licensor**

Hernando County Board of County Commissioners  
Hernando County, Florida

By: [Signature]  
Jeff Rogers, County Administrator

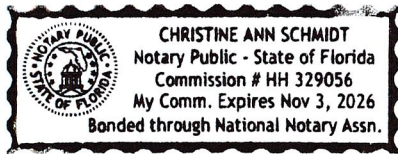
10/29/2025  
Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Jon Jouben  
County Attorney

STATE OF FLORIDA  
COUNTY OF HERNANDO

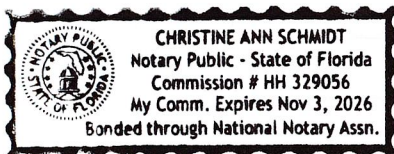
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2025, by Kevin J. Herbert, as President of Herbert Sherbert, Inc. who ☐ is personally known to me OR ☒ has produced Florida DL, as identification.



Christine Ann Schmidt  
Notary Public (Signature of Notary)  
Christine Ann Schmidt  
Name legibly printed, typewritten, or stamped

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2025, by Jeff Rogers, County Administrator, on behalf of the Hernando County Board of County Commissioners, who ☒ is personally known to me OR ☐ has produced \_\_\_\_\_, as identification.



Christine Ann Schmidt  
Notary Public (Signature of Notary)  
Christine Ann Schmidt  
Name legibly printed, typewritten, or stamped



## Exhibit "A"

A portion of Lot 4, less the South 42 feet thereof, and all of Lots 5 and 6, together with all of "C" Street, all of "D" Street, and the East ½ of Abbey Avenue, lying along their respective common boundaries abutting thereto, all in Parson Addition to the City of Brooksville, as per plat thereof, as recorded in Plat Book 3, at Page 17, of the Public Records of Hernando County, Florida, said portion being more particularly depicted in the drawing below.

Parcels #R27 222 19 3010 0000 0050 and R27 222 19 3010 0000 0040

Keys #972772 and 1251424

