

LEASE AGREEMENT

between

CITY OF CORAL GABLES

and

CORAL GABLES CONGREGATIONAL CHURCH

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**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the City of Coral Gables, a municipal corporation existing under laws of the State of Florida (the "Landlord"), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134, Attn: City Attorney, and the Coral Gables Congregational Church, Inc., a Florida not-for-profit corporation (the "Tenant"), whose address for purposes hereof is 3010 De Soto Boulevard, Coral Gables, Florida 33134, Attn: \_\_\_\_\_.

**RECITALS:**

- A. WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, effective February 2, 1989 (the "Original Lease"), whereby the Tenant leased a surface parking lot from the Landlord to be used for the short-term parking of vehicles.
- B. WHEREAS, Landlord and Tenant have agreed to amend, restate, and replace the Original Lease, as set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the payments of rents and other charges provided for in this Lease, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

**I. PREMISES:**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth, that certain surface parking lot comprising approximately \_\_\_\_\_ square feet, within the platted right-of-way bounded on the north by Malaga Avenue, on the south by Anastasia Avenue, on the east by De Soto Boulevard, and on the west by Columbus Boulevard, as shown on Exhibit "A" attached hereto and made a part hereof (the "Premises").

Tenant hereby acknowledges that the Premises consists of a portion of the public right of way, as shown on the Plat of Coral Gables Country Club Section, Part One, as recorded in Plat Book 8 at Page 108 of the Public Records of Miami-Dade County, Florida. Tenant further agrees to use the Premises as a surface parking lot only, without any claims and/or rights to purchase or otherwise to acquire the Premises. Except as otherwise provided for in this Lease, Tenant shall have no other claims or rights whatsoever to the Premises, and further, waives any and all possible claims, whether present or future, to the Premises.

**II. TERM:**

The Lease shall be for a term of five (5) years (the "Term" or "Lease Term") commencing on the Effective Date and expiring on the last day of the month following the date being five (5) years from the Effective Date, unless terminated or extended as provided in this Lease. Tenant's



obligations to pay Rent (as defined herein) shall commence on the Effective Date, in accordance with the terms and conditions herein (the "Rent Commencement Date").

All provisions of this Lease shall be in full force and effect upon the Effective Date.

**III. CONDITION OF PREMISES "AS IS":**

It is acknowledged that Tenant has been in possession of the Premises pursuant to the Original Lease, and Tenant acknowledges and agrees that it has previously inspected the Premises and conducted its own due diligence with regard to the conditions of the Premises and is accepting the Premises in "as is" condition. Landlord makes no representations as to the "Permitted Use" (as hereinafter defined) or suitability of the Premises for the Permitted Use. Tenant further acknowledges and agrees that continued possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises are in satisfactory condition.

**IV. LOT IMPROVEMENTS:**

Following the Effective Date, Landlord shall, at its cost and expense, install lighting on the Premises, as required by applicable law, and to Landlord's satisfaction ("Landlord's Work"). No later than ninety (90) days following the completion of Landlord's Work, Tenant shall reseal and restripe the surface parking lot located at the Premises ("Tenant's Work").

**V. RENT:**

**A. Base Rent:** Throughout the Term of the Lease, commencing on the Rent Commencement Date, Tenant agrees to pay Landlord a total "Base Rent", payable in monthly installments as follows:

<b>LEASE YEAR</b>	<b>BASE RENT PER YEAR/MONTH</b>
Year 1	\$ 1,200.00
Year 2	\$ 1,224.00
Year 3	\$ 1,248.48
Year 4	\$ 1,273.45
Year 5	\$ 1,298.92

each payment to be made without any offset or deduction whatsoever, in lawful money of the United States of America, at Landlord's address above specified, attn. Finance Department – Collection Division, or elsewhere as designated from time to time by Landlord's written notice to Tenant.

The Base Rent, as set forth above, plus sales tax and any and all applicable tax, is payable in advance on the first day of each month during the Term, the first such installment being due on the Rent Commencement Date (and subsequent installments on the first day of each month thereafter throughout the Term). Notwithstanding the foregoing, if the Rent Commencement Date commences on any day of a month other than the first day, Tenant shall pay Landlord "Rent" (as hereinafter defined) for such commencement month upon the Rent Commencement Date on a pro



rata basis (such proration to be based on the actual number of days in the month that the Rent Commencement Date begins). Rent for any partial month of occupancy at the end of the Term will be prorated based on the actual number of days in such partial month. The term "Rent" as used in this Lease shall mean Base Rent, plus sales tax, any and all applicable tax, and all other charges and costs due by Tenant to Landlord under this Lease. The term "Lease Year" as used in this Lease shall mean a twelve (12) consecutive month period. Each Lease Year shall commence on \_\_\_\_\_ and end on \_\_\_\_\_ of each year up until the Termination Date, unless sooner terminated as provided herein. Except as expressly set forth herein, Tenant shall not pay more than one month's rent in advance.

**B. Payments:** Any payments due to Landlord other than Base Rent shall be paid within thirty (30) days of the date billed to Tenant.

Without waiving other available rights and remedies, Tenant shall be required to pay Landlord the lesser of eighteen percent (18%) interest per annum or the maximum percentage permitted by law on any Rent due that remains unpaid for ten (10) days after its due date, along with Rent equal to the greater of two hundred and fifty dollars (\$250) or ten percent (10%) of the Rent payment not paid when due to reimburse Landlord for its additional administrative costs. Said interest will be computed from the due date. Tenant shall pay as Rent an administrative fee of One Hundred Dollars (\$100) for any returned check, and Landlord may require Tenant to provide a certified or cashier's check if more than one (1) of Tenant's checks are returned for insufficient funds. Landlord shall have the right to apply any payments made by Tenant first to any deficiency in the payment of the interest and administrative charges hereunder. If Tenant pays Rent late three (3) times in any twelve (12) month period, in addition to Landlord's other remedies, Landlord may cancel this Lease.

**C. Reimbursement for Tenant's Work:** Upon completion of Tenant's Work, Tenant shall provide to Landlord copies of all contractor invoices and expenses and Landlord shall reimburse Tenant for all expenses incurred by Tenant in completing Tenant's Work in an amount not to exceed \$2,800.00 (the "Reimbursement"). Commencing on the first full month following the completion of Tenant's Work and continuing each month thereafter until the Reimbursement is paid in full, Landlord shall provide Tenant a rent abatement in the amount of \$200.00.

**VI. RENEWAL OPTION:**

Provided Tenant has not been in default during the Term of this Lease and is not in default under the terms of this Lease at the time of exercise or commencement of this option, Tenant shall have the right, exercisable not more than twelve (12) months and less than six (6) months prior to the expiration of the initial Lease Term, to provide notice to Landlord (the "Renewal Notice") of its intent to renew this Lease for a period of five (5) years beginning on the first day following the last day of the initial Lease Term and ending on the last day of the fifth anniversary thereof (the "First Renewal Period"), upon the same terms and conditions herein, the total Base Rent payable during the First Renewal Period shall be as follows.

LEASE YEAR	BASE RENT PER YEAR/MONTH
Year 6	\$ 1,324.90



Year 7	\$ 1,351.39
Year 8	\$ 1,378.42
Year 9	\$ 1,405.99
Year 10	\$ 1,434.11

Upon receipt of the Renewal Notice, Landlord shall have thirty (30) days to approve or reject Tenant's renewal option.

Provided Tenant has not been in default during the First Renewal Period and is not in default under the terms of this Lease at the time of exercise or commencement of this option, Tenant shall have the right, exercisable not more than twelve (12) months and less than six (6) months prior to the expiration of the First Renewal Period, to provide a Renewal Notice to Landlord of its intent to renew this Lease for an additional period of five (5) years beginning on the 1st day following the last day of the First Renewal Period and ending on the last day of the fifth anniversary thereof (the "Second Renewal Period"), upon the same terms and conditions herein, except: the total Base Rent payable during the Second Renewal Period shall be as follows:

<b>LEASE YEAR</b>	<b>BASE RENT PER YEAR/MONTH</b>
Year 11	\$ 1,462.79
Year 12	\$ 1,492.05
Year 13	\$ 1,521.89
Year 14	\$ 1,552.33
Year 15	\$ 1,583.37

Upon receipt of the Renewal Notice, Landlord shall have thirty (30) days to approve or reject Tenant's renewal option.

Tenant's failure to notify Landlord timely of its exercise of the option to renew shall be considered a forfeiture by Tenant of this option to renew.

**VII. TERMINATION:**

Landlord shall have the right to terminate this Lease, for any necessary reason whatsoever, upon at least sixty (60) days written notice to Tenant, or sooner if the termination is deemed urgent by Landlord. On or before the date being sixty (60) days following the delivery of notice to termination by Landlord, or sooner if the termination is deemed urgent by Landlord, Tenant shall vacate and turn over the Premises to Landlord, whereupon both parties shall be released from all further obligations under this Lease, except those that expressly survive termination hereof.

**VIII. USE:**

Tenant acknowledges that Tenant's use and occupancy of the Premises for a public purpose are a material inducement for Landlord to lease the Premises to Tenant. The Tenant will use and



occupy the Premises for the following public use or public purpose and for no other use or purpose: surface parking lot for Tenant's visitors and/or employees. This use defines the use that is permitted on site and is hereinafter considered the "Permitted Use". Under no circumstances shall Tenant be permitted to use or occupy the Premises for any use or purpose that does not constitute a public purpose or charge the public for the use of the Premises.

In the event that Tenant fails to strictly comply with the Permitted Use requirements set forth herein, Landlord shall provide written notice to Tenant stating the nature of the failure and giving Tenant thirty (30) days in which to resolve the matter, failing which, Landlord may, in addition to all other remedies available to it, immediately terminate this Lease or restrain said improper use by injunction, and take retake possession of the Premises. Without the prior written consent of the Landlord, the Premises shall never be closed for use by Tenant's visitors and/or employees more than two (2) weeks continuously and thirty (30) days (in the aggregate) in any calendar year except situations that would be considered "Force Majeure".

Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises; nor bring on, deposit or allow to be brought on or deposited on the Premises any hazardous or noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive, a nuisance or contrary to law.

Tenant acknowledges that Landlord is a municipal corporation having jurisdiction over the Premises and that Landlord, in its municipal capacity, hosts an annual Independence Day celebration that takes place each year on the 4<sup>th</sup> of July. Tenant hereby agrees that on the 4<sup>th</sup> of July of each year, Landlord shall have sole and exclusive use of the Premises between the hours between 7:00 a.m. and 11:59 p.m., for the purpose of accommodating overflow parking for Landlord's Independence Day celebration. Notwithstanding the foregoing, whenever the 4<sup>th</sup> of July falls on a Sunday, the parties agree that Landlord's use of the Premises shall only commence at 2:00 p.m. instead of 7:00 a.m.

#### **IX. QUIET ENJOYMENT:**

Upon payment by Tenant of the Rents herein provided, and upon the observance and performance of all terms and provisions, on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised.

Notwithstanding the foregoing, in the event of an emergency, including, without limitation, natural disasters such as hurricanes and floods, the breaking of any electrical or water lines under the Premises, or upon the occurrence of any event that poses a danger to human life and safety, Tenant agrees, upon Landlord's request, to immediately evacuate the Premises.

#### **X. INSURANCE:**

Without limiting the Tenant's indemnification of the Landlord, and during the Term of this Lease, Tenant shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers. For Workers' Compensation Insurance, Tenant shall cause all contractors



providing services at the Property to maintain, at their own cost and expense, Worker's Compensation insurance as provided in section A. 1. below with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and the City Attorney's Office.

Such programs and evidence of insurance shall be satisfactory to the Landlord and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the Landlord. All certificates of insurance or other forms evidencing coverage to the Landlord must be acceptable to the Landlord. The certificate holder should read, and all coverage shall be evidenced to:

City of Coral Gables  
Insurance Compliance  
P.O. Box 100085-CE  
Duluth, Georgia 30096  
Attn: David Ruiz, Risk Manager  
Email: druiz@coralgables.com;  
cityofcoralgables@ebix.com

The following documents must be provided to Landlord: a certificate of insurance containing the following information: (i) issued to entity contracting with the Landlord; (ii) evidencing the appropriate coverage; (iii) evidencing the required limits of liability required; (iv) evidencing that coverage is currently in force; and (v) language provided in the special provision section of the certificate of insurance affirming that all endorsements required by the Landlord have been endorsed to all of the policies.

Such certificates or other document evidencing all insurance coverage shall be delivered prior to the Effective Date, provided that Tenant's failure to provide such evidence to Landlord shall not extend the Rent Commencement Date. All insurance coverage evidenced to the Landlord shall specifically identify this Lease, and shall contain the express condition that the Landlord is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

**A.** The Tenant shall maintain during the Term of this Lease, except as noted, the following insurance:

**Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the contractor and/or vendor engaged in the performance of this Lease. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to workers' compensation insurance, with the following limits or a self-insurance program that is acceptable to the City:

- (i) Workers' Compensation - Coverage A
- (ii) Statutory Limits (State of Florida or Federal Act)



- (iii) Employers' Liability - Coverage B
- (iv) \$1,000,000 Limit - Each Accident
- (v) \$1,000,000 Limit - Disease each Employee
- (vi) \$1,000,000 Limit - Disease Policy Limit

**Commercial General Liability Insurance** written on occurrence basis including, but not limited to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than

- (vii) Each Occurrence Limit - \$1,000,000
- (viii) Fire Damage Limit (Damage to rented premises) - \$100,000
- (ix) Personal & Advertising Injury Limit - \$1,000,000
- (x) General Aggregate Limit - \$2,000,000
- (xi) Products & Completed Operations Aggregate Limit - \$2,000,000

**Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than: Combined Single Limit (Each Accident) - \$1,000,000.

All applicable policies, except for workers compensation, shall name the Landlord as an additional insured on a primary and non-contributory basis.

All insurance policies evidenced to the Landlord shall contain a waiver of subrogation endorsement in favor of the Landlord.

Tenant will promptly notify Landlord, in writing, of any cancellation, non-renewal or material change of any applicable insurance. All insurance policies evidenced to the Landlord shall contain provisions and/or be endorsed so that the Landlord will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the Landlord. The Landlord will accept the State of Florida statutory notice provisions (including 10-day notice for cancellation due to non-payment of premium) provided such notice is provided to the Landlord in the same manner it is provided to the first named insured, the Tenant. **The standard cancellation language on a certificate of insurance does not meet this requirement.**

Notices of cancellation, non-renewal or material change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE



P.O. Box 100085 – CE  
Duluth, GA 30096

Said policies shall contain a “severability of interest or “cross liability” clause without obligation for premium payment of the Landlord. The Landlord reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

Failure on the part of the Tenant to obtain and maintain all required insurance coverage is a material breach upon which the Landlord may, in its sole discretion, immediately terminate this Lease or obtain such insurance on behalf of Tenant and charge the cost therefor to Tenant, along with a twenty percent (20%) administration fee as additional Rent. Tenant agrees to pay as Rent any increase in Landlord’s insurance premiums, resulting from Tenant’s activities, whether or not Landlord has consented to such activity.

If Landlord’s insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant’s operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

**B.** Tenant’s contractors and subcontractors, if any, shall provide evidence of insurance, and Tenant shall include or cause to be included in each contract for work to be performed at the Premises on behalf of Tenant the following insurance requirements:

Commercial General Liability insurance with broad form endorsement or equivalent, product liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate, and with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Tenant and Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein.

Worker’s Compensation Insurance for all employees of Contractor including statutory limits for employer’s liability insurance contained in Florida Statutes Section 440.

Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. if vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.

Evidence of insurance of all contractors and subcontractors working under this Lease, if any, shall be maintained and kept for a period of time no less than the applicable statute of limitations and/or statute of repose for any claim that could be brought against Tenant and/or Landlord and/or for any claim that could be made against the contractor as a result of the work performed. These records must be made available to the Landlord upon request. Evidence of



insurance shall include a certificate of insurance and copies of all applicable endorsements evidencing the required coverage. The certificate of insurance alone does not evidence insurance adequately. This includes, but is not limited to, endorsements evidencing additional insured status on a primary and non-contributory basis, waivers of subrogation, and endorsements amending the standard cancellation clause. The obligations set forth in this paragraph shall survive expiration or earlier termination of this Lease.

If any renovations are made to the Premises, Tenant and its contractors and/or subcontractors shall comply with Florida Statutes Section 255.05, as applicable.

**XI. GOVERNMENTAL AND OTHER REQUIREMENTS:**

Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances, resolutions and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force. Tenant agrees to strictly abide by all applicable laws in the operation of the Premises.

**XII. RELATIONSHIP OF PARTIES:**

Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City of Coral Gables (the "City") is the landlord under this Lease and that there exists a landlord/tenant relationship between Landlord and Tenant, Tenant acknowledges that this Lease does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the landlord/tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent City agencies.

**XIII. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES:**

Landlord shall be solely responsible for the installation, operation, and maintenance of all lighting on the Premises and shall be responsible for all electricity costs at the Premises. All electricity provided to the Premises shall be for the sole purpose of providing lighting to the Premises in compliance with applicable law. In no event shall Tenant use electricity from the Premises for any other purposes.

Landlord shall be solely responsible for resurfacing the Premises during the Term, if any when necessary. The determination of whether the Premises is due to be resurfaced will be at the sole discretion of Landlord. Landlord agrees to be responsible for all expenses and costs associated with resurfacing the Premises, if and when said resurfacing occurs.



Except for electricity, lighting, and resurfacing, Tenant shall be solely responsible for all other installation, operation and maintenance expenses of the Premises, including, without limitation, restriping, landscaping, water, sewer, garbage and waste removal, other utility expenses, janitorial service, pest control and insurance (to the extent any of the foregoing are applicable). Tenant, at Tenant's own expense, will keep and maintain the Premises continuously in a neat and attractive manner, in good repair and in tenantable condition during the Term. Tenant, at its sole cost and expense, specifically agrees to reseal and restripe the Premises every five (5) years during the Term.

Tenant shall not commence any work or make or allow any repairs, replacements, additions or modifications to the Premises (collectively the "Alterations") without Landlord's prior written approval. No later than thirty (30) days prior to commencing any work, Tenant shall submit to Landlord, for Landlord's written approval, details of all proposed work to the Premises, including, without limitation, drawings and specifications prepared by qualified architects or engineers conforming to good architectural and engineering practices (the "Plans"). Within thirty (30) days of obtaining Landlord's approval, Tenant shall, at its sole cost and expense, apply for all permits, licenses and certificates (including all applicable zoning approvals) necessary for the performance of the Alterations.

All Alterations performed by Tenant during the Term shall be performed: (i) at the sole cost of Tenant; (ii) by licensed architects, contractors, subcontractors, and workmen approved in writing by Landlord; (iii) promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials without disruption to the operations of neighboring occupants; (iv) in accordance with the approved Plans; (v) in accordance with all applicable laws and regulations; (vi) subject to the regulations, supervision, control and inspection of Landlord; and (vii) subject to such indemnification against liens and expenses as Landlord requires.

The Tenant warrants any Alterations made to the Premises shall be free from defects in materials and workmanship for a period of one (1) year from the Termination Date. Upon demand by the Landlord, the Tenant shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the Landlord shall make such repairs and/or replacements of defective work and/or materials and the Tenant shall be liable to the Landlord for all costs arising therefrom. The Tenant also warrants that it shall be solely responsible for the repair of any damages to said improvements and/or alterations caused by Tenant, its employees, representatives and/or agents.

#### **XIV. TAXES AND ASSESSMENTS.**

**A. Taxes and Assessments:** Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes and assessments, without limitation, if any, assessed during the Term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant (the "Taxes"). Tenant shall have the right to contest, at its sole expense, from time to time, any Taxes levied against the Premises by legal proceedings; provided, however, that such protest is made in accordance with applicable law and that all such Taxes are paid as and when due pursuant to such legal proceedings and further provided that the Landlord is held harmless by the Tenant in connection with such tax



contest. Tenant shall be responsible to pay all amounts due hereunder to Landlord within thirty (30) days after receipt of an invoice therefor. In the event that Tenant fails to make the appropriate payment for Taxes when due, Tenant shall be responsible for any penalties imposed on the Landlord as a result of Tenant's delinquency in the payment of said Taxes.

**B.** Intentionally Deleted.

#### **XV. MECHANIC'S LIENS:**

Tenant shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant. The provisions of this Article XV shall survive expiration or earlier termination of this Lease.

#### **XVI. LOSS; DAMAGE:**

Landlord shall not be liable for and Tenant hereby agrees to indemnify and hold Landlord harmless from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with any injury or damage to persons or property resulting from fire, explosion, water, rain or leaks from the street or sub-surface or from any other place or by dampness, humidity or by any other cause or nature whatsoever; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or of defects therein or in any fixtures or equipment. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises.



## **XVII. ESTOPPEL STATEMENT:**

Tenant agrees that from time to time, upon not less than ten (10) days' prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by Landlord. Failure to provide such estoppel statement as required shall be a material default of this Lease.

## **XVIII. SUBORDINATION.**

This Lease is subject and subordinate to any and all mortgages now or hereafter encumbering the Premises, and to any renewals, extensions and/or modifications thereof, and in the event Landlord's interest in the Premises is transferred by reason of foreclosure or other proceeding for enforcement of any such mortgage, Tenant agrees to attorn to and recognize the rights of the transferee of Landlord's interest in the Premises as if such transferee were the Landlord under this Lease. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to further evidence such attornment the subordination of this Lease to any and all such mortgages. At the option of the holder of any such mortgage, upon written notice to Tenant, Tenant will simultaneously give to such holder a copy of any and all notices to Landlord and such holder shall have the right (but not the obligation) to cure or remedy any default of Landlord during the period that is permitted to Landlord hereunder plus an additional thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord. Tenant further agrees to execute any reasonable modification(s) of this Lease requested by any mortgagee.

## **XIX. ASSIGNMENT:**

Tenant shall not, directly, or indirectly, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or sublet the Premises or any part thereof or permit the Premises to be occupied by other persons. This prohibition includes, without limitation, any transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure or ownership.

The acceptance by Landlord of the payment of Rent following any transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

## **XX. INDEMNITY; HOLD HARMLESS OF LANDLORD:**

In consideration of the Premises being leased to Tenant for the above Rent, Tenant agrees that Tenant, at all times, will indemnify and hold harmless Landlord from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses,



liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant, or its employees, agents, contractors, invitees, guests or patrons, in, upon, at or from the Premises or its appurtenances. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons or entities. All personal property placed or moved into the Premises shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any injury or damage to persons or property.

In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- A.** Damages awarded to any person or party.
- B.** Attorney's fees and costs incurred in defending such claims. Landlord may use the attorney or law firm of its choice in which event Tenant will pay such firm the fees it charges Landlord. If the City Attorney's Office provides the defense, Tenant will reimburse the Landlord at the prevailing market rate for similar legal services.
- C.** Attorney's fees and cost of any party that a court orders Landlord to pay.
- D.** Lost time that results from Landlord or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the Landlord spends in responding to document requests or public records requests relating to such claims whether from Tenant or any other party, Tenant will reimburse Landlord \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Tenant will reimburse Landlord on a per hour basis as follows:

For the Mayor or City Commissioner.	\$300.00/hour
For the City Manager:	\$250.00/hour
For an Asst City Manager or Department Director:	\$250.00/hour
For an Asst Department Director:	\$100.00/hour
For City Attorney:	Prevailing market rates
For other employees:	\$50.00/hour



**E.** In addition, Tenant recognizes that Landlord will expect that its City Attorney's Office will monitor such claims; review pleadings, orders, memorandums and motions; oversee such discovery; and independently or jointly prepare such witnesses and attend such depositions for which Tenant will reimburse Landlord at prevailing market rates. For any documents so produced Tenant shall reimburse Landlord \$.15 per single sided page and \$.20 per double sided page.

**F.** The expenses incurred by Landlord in complying with any administrative or court order that may arise from such claims.

**G.** Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and

**H.** Any other direct or indirect expense that Landlord would not have occurred but for a claim that arises out of this use agreement.

**I.** Notwithstanding anything to the contrary contained in this Section XX, Tenant shall have no obligation to indemnify or hold Landlord harmless for any claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments or damages resulting solely from the gross negligence, fraud, or willful misconduct of Landlord or its employees, agents or contractors.

#### **XXI. CASUALTY:**

If during the Term, the Premises or any material part thereof is damaged by fire or other casualty ("Casualty") so that the Premises can no longer be used as a parking lot, then upon the date the lot ceases to operate as a result of such Casualty, then Landlord and Tenant agree that this Lease shall be cancelled and Rent shall abate as of the date of the Casualty. In the event of any Casualty, Landlord shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the Premises.

If a portion of the Premises can continue to be operated for the Permitted Use, then Landlord at its option may either terminate this Lease or elect to have the Lease remain in full force and effect, provided the Base Rent shall be proportionally adjusted to correspond to the portion of the Premises that is not able to be used for the Permitted Use.

#### **XXII. CONDEMNATION:**

If during the Term, the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding (a "Condemnation"), then upon the date such Condemnation becomes effective, then Landlord and Tenant agree that this Lease shall be cancelled and Rent shall abate as of the date of the Condemnation. In the event of any Condemnation, Landlord shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the Premises.

If a portion of the Premises can continue to be operated for the Permitted Use, then Landlord at its option may either terminate this Lease or elect to have the Lease remain in full



force and effect, provided the Base Rent shall be proportionally adjusted to correspond to the portion of the Premises that is not able to be used for the Permitted Use.

### **XXIII. DEFAULT:**

Tenant shall be in default if any one or more of the following events (herein sometimes called "Events of Default") shall happen:

**A.** if Tenant fails to pay Rent under the Lease within ten (10) days after the time required by the Lease;

**B.** if default shall be made by Tenant in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease or default be made by Tenant in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default is not cured by Tenant within ten (10) business days after Landlord provides written notice to Tenant describing the nature of the default, or such longer period of time (not to exceed sixty (60) days) as may be reasonable if the default cannot be cured within the said ten (10) business day period and Tenant is diligently pursuing such cure;

**C.** if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises; or

**D.** if within ninety (90) days after commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; or

**E.** if the Premises shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if the Tenant's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise; or

**F.** if Tenant:

1. should vacate, abandon, or desert the Premises, or



2. ceases the continual operation of Tenant's business therein for two (2) continuous weeks and thirty (30) days (in the aggregate) in any Lease Year during the Lease Term, unless prevented from operating said business as a result of the occurrence of Force Majeure.

In the Event of a Default, Landlord may, at its option:

- A.** terminate this Lease and retake possession;
- B.** terminate this Lease and immediately recover from Tenant (i) all amounts past due and owing hereunder as of the Event of Default date and (ii) the costs of repossession of the Premises and retelling the same (including reasonable attorney's fees and costs related thereto).
- C.** take possession of the Premises without terminating the Lease to relet the Premises for the balance of the Term, or part thereof, for the account of Tenant, provided Tenant shall not be entitled to any surplus of rent obtained thereby;
- D.** for an Event of Default of any non-monetary term of the Lease, Landlord may cure the default and charge Tenant as Rent the cost to cure such default along with a ten percent (10%) administrative fee;
- E.** remove all of Tenant's personal property from the Premises if not removed within two (2) days of a termination by reason of Tenant's default, such items thereby being deemed abandoned, and dispose of the same in any manner, or store the same in a public warehouse or elsewhere for the account of and at the expense and risk of Tenant, or sell such items at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper without notice or demand upon Tenant, and otherwise enforce Landlord's lien on such items by distress, foreclosure or otherwise; and/or
- F.** pursue any other right or remedy available at law or equity.

All rights and remedies granted in this Lease to Landlord or available at law or equity shall be cumulative and not mutually exclusive. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits. Upon an Event of Default, Landlord shall be permitted to place a leasing sign on the Premises.

Tenant agrees that, in exchange for the promises made in this Lease and other good and valuable consideration received from Landlord, in the event Tenant files a voluntary petition in bankruptcy or is the subject of an involuntary bankruptcy at any time during the Term or any extensions hereof, Landlord shall not be subject to the provisions of 11 U.S.C. §362, and shall automatically and immediately be entitled to relief from the stay imposed thereby without necessity of further action or court approval. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.



#### **XXIV. LESSOR'S CONTROL OF LAWSUITS:**

The parties agree that in any lawsuit brought in its name or defended in its name, Landlord must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which Landlord is a party, Landlord retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Landlord and the full authority to settle or compromise any claim on behalf of Landlord. Tenant agrees that its responsibilities under this Agreement continue in full force and effect regardless of any decision of Landlord in this regard.

#### **XXV. LIEN FOR PAYMENT OF RENT:**

Tenant hereby pledges and assigns to Landlord, in addition to Landlord's statutory lien for Rent pursuant to Florida Statutes Chapter 83, as security for the payment of any and all Rent to other sums or amounts provided for herein, all of the permanent improvements, furniture, fixtures, personal property, equipment, goods and chattels of Tenant which shall or may be brought, put on, or regularly kept at the Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant agrees hereby to execute and deliver upon request a standard Uniform Commercial Code Financing Statement, which Tenant acknowledges is in a form sufficient to perfect the lien in favor of Landlord created by this paragraph. Tenant agrees for itself and its assignees or sub-lessees that it shall execute such further documentation as may be required by Landlord in connection with the perfection or continuation of this lien. During the Term, Tenant shall not remove any property from the Premises, other than in Tenant's ordinary course of business, without Landlord's written consent. Removal of Tenant's property without Landlord's consent shall be an Event of Default under this Lease, and Landlord shall be entitled to enforce its rights by injunction in addition to any other remedy available under this Lease and applicable law.

#### **XXVI. NO WAIVER:**

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by Landlord nor the failure of Landlord to insist upon strict performance of one or more covenants or conditions of this Lease shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease, and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder, nor shall such acceptance operate as a waiver of any provisions of the Lease or any of Landlord's rights, remedies, privileges or options.

#### **XXVII. RIGHT OF ENTRY:**

Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and after twenty-four (24) hours' notice to Tenant (except in the event of an emergency, to be determined in Landlord's sole discretion, in which event no notice shall be required) to examine the same or to make such repairs, additions or alterations as may be deemed



necessary for the safety, comfort, or preservation thereof or to otherwise exhibit the Premises to third parties, including, without limitation, mortgagees, insurance examiners and building inspectors. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises and the property where it is located.

#### **XXVIII. HAZARDOUS MATERIALS:**

Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises or other property owned by Landlord. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment. Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant shall comply, and shall keep the Premises in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"); and in addition, Tenant shall:

**A.** Promptly provide Landlord with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises (x) to or from any regulatory body, or (y) stating a basis for any potential liability or responsibility of Tenant, Landlord, or the Premises; including all such documents, correspondence, reports or communications prepared by or on behalf of Tenant. In addition to the above, at Landlord's request, Tenant shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises.

**B.** Immediately notify Landlord in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Landlord and caused by or related to the operations of Tenant, its employees, contractors, agents, or any party acting on behalf of Tenant and, at Landlord's sole option, either promptly remediate or correct such release or violation to Landlord's satisfaction or reimburse Landlord's cost of remediation (including reasonable attorneys' and consultants' fees); and compensate Landlord and/or third parties for all resultant damage.

**C.** Permit Landlord reasonable access to the Premises for the purpose of conducting an environmental audit or testing, the cost of which shall be borne by Landlord unless the results indicate activity prohibited by Environmental Laws or hereunder.

**D.** Upon expiration or other termination of this Lease, remove all Hazardous Materials from the Premises caused by the acts or omissions of Tenant, its officers, agents, contractors, employees or invitees, and at Landlord's option cause to be performed and provided to Landlord an environmental audit of the Premises, using a consultant reasonably acceptable to Landlord, and correct, at its expense, any deficiencies noted by the audit.



The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Lease.

**XXIX. NOTICE:**

Any notice to be given to Landlord or Tenant as provided for in this Lease shall be in writing and shall be sent to Landlord or Tenant, as applicable, by overnight courier such as Federal Express, addressed to their respective addresses set forth on page 1 hereof. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

**XXX. SURRENDER; CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER:**

Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation or early termination of this Lease, the Premises in as good condition as the Premises were at the beginning of the Term of this Lease, ordinary wear and tear excepted. Tenant agrees that if Tenant does not surrender the agrees Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord, to the extent permitted by law, double the amount of the Rent paid by Tenant for the last full month of the Lease Term for each month or portion thereof that Tenant holds over, plus all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to the succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender the Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease, affect any such notice, demand, suit or judgment, or waive any of Landlord's rights and remedies set forth in this Lease.

No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord. Any personal property, furniture, fixtures, goods or chattels remaining in the Premises after the Termination Date shall be deemed abandoned. No surrender of the Premises prior to the end of the Term shall terminate this Lease unless Landlord agrees to such termination in writing.

**XXXI. SIGNS:**

Tenant shall have the right to install signs on the Premises, subject to the Landlord's prior written consent; provided, however, that such signs comply with all requirements of municipal and county governmental requirements.



**XXXII. TRIAL BY JURY:**

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim(s) in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws.

**XXXIII. INVALIDITY OF PROVISION:**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida and venue shall be in Miami-Dade County.

**XXXIV. TIME OF ESSENCE:**

It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease.

**XXXV. SUCCESSORS AND ASSIGNS:**

All terms and provisions of this Lease to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

**XXXVI. ATTORNEYS' FEES:**

If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, or in the event a party successfully defends an action against them for breach under this Lease, then in any of said events the prevailing party shall be, entitled to receive from the other party reasonable attorneys' fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

**XXXVII. MISCELLANEOUS:**

The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns



wherever the context so requires or admits. The terms and provisions of this Lease are expressed in the total language of this Lease and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease, Anything herein to the contrary notwithstanding, Landlord shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this Lease, if any, are hereby incorporated in and made a part hereof. Neither this Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. Tenant certifies that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification; this indemnity shall survive expiration or earlier termination of this Lease.

**XXXVIII. EFFECTIVE DATE:**

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

**XXXIX. BROKERAGE:**

Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this transaction and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Article shall survive the termination of this Lease.

**XL. FORCE MAJEURE:**

The term "Force Majeure" as used in this Lease shall mean "Acts of God", labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots or floods, but shall not mean financial inability.

**XLI. TENANT'S AUTHORITY TO EXECUTE LEASE:**

Tenant hereby represents and warrants to Landlord that the Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes a legal, valid and binding agreement of Tenant enforceable in accordance with its terms. Simultaneously with the execution of the Lease, Tenant shall deliver to Landlord a certified resolution of the Board of Directors of Tenant authorizing the execution and delivery of the Lease by Tenant and the performance of Tenant's obligations hereunder.



**XLII. ENTIRE AGREEMENT:**

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

**XLIII. DRAFTING OF LEASE:**

The drafting and negotiation of this Lease have been participated in by each of the parties, and for all purposes, therefore, this Lease shall be deemed to have been drafted jointly by each of the parties.

**XLIV. COUNTERPARTS:**

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

**XLV. SURVIVAL:**

All provisions of this Lease intended by their terms to survive expiration or earlier termination shall survive including, but not limited to all indemnification obligations contained herein.

**XLVI. PUBLIC RECORDS:**

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Tenant acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Landlord in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Landlord for such disclosure and/or production. Tenant also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Tenant agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**XLVII. SOVEREIGN IMMUNITY:**

Landlord and Tenant acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Landlord other than claims arising out of this Lease. Specifically, Tenant acknowledges that it cannot and will not assert any claims against Landlord, unless the claim is based upon a breach by Landlord of this Lease. Furthermore, Tenant understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Landlord of warranties or representations not specifically set forth in this Lease; (ii) claims based upon negligence or any tort arising out of this Lease; (iii) claims upon alleged acts or inaction by Landlord, its elected officials, attorneys, administrators, consultants, agents, or any Landlord employee; or (iv) claims based upon an alleged waiver of any of the terms of this



Lease. Nothing in this Lease is intended to operate as a waiver of Landlord's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

[Signatures Follow]



IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease at Miami-Dade County, Florida, as of the day and year first above written.

**LANDLORD:**

**CITY OF CORAL GABLES, a  
municipal corporation of the State of Florida**

By: \_\_\_\_\_  
Peter J. Iglesias  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Billy Y. Urquia  
City Clerk

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Miriam Soler Ramos  
City Attorney

**TENANT:**

**CORAL GABLES CONGREGATIONAL  
CHURCH, INC., a Florida not-for-profit  
corporation**

By: Timothy Knoll  
Name: Timothy Knoll  
Title: Treasurer

**ATTEST/WITNESS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**APPROVED BY:**

Economic Sustainability	Risk Management	Procurement



**EXHIBIT "A"**  
**PREMISES**

