

DOMAIN NAME USE AGREEMENT

This Domain Name Use Agreement ("Agreement"), is made and entered into this ____ day of August, 2010, by and between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida ("Landlord") and CORAL GABLES CINEMATEQUE, INC., a Florida Not-For-Profit Corporation ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into a Lease Agreement executed on September 10, 2008, as amended by that Amended and Restated Lease Agreement dated August __, 2010 (the "Lease"), for that premises located at 260 Aragon Avenue, Coral Gables, FL, known as the Coral Gables Cinema (the "Premises"), as more particularly set forth in the Lease; and

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

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

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

1. **Recitals.** The foregoing Recitals are true and correct and form a part of the Agreement.
2. **Use of Domain Name.** Subject to the terms of the Lease, and during the Term of

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

Tenant shall use the Domain Name solely in connection with its operation of the Premises (although Tenant may link to its other business websites), and content on any Website using the Domain Name shall not be of any illegal, pornographic, or other unseemly content. Tenant shall not use the Domain Name in any manner that would either directly or indirectly imply City of Coral Gables' approval or involvement in its operations and Tenant shall cease any action deemed as such by City to infringe on this requirement, and such determination shall be made by the City in its sole discretion. Tenant shall indemnify and hold harmless Landlord for any claims made with regard to Tenant's use of the Domain Name.

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

3. Entire Agreement. This Agreement, along with the Lease, as it may be amended from time to time, states the entire agreement between the parties concerning the use of

CORAL GABLES
CINEMATEQUE, INC., a Florida
limited liability company

By: 

Steve Krams
President

ATTEST WITNESS:

By: 

Name: AGATINO ZURRIA

By: 

Name: DARA LEWIS