

may seek support, undertake mutual programs, and enter into contracts with other governmental or private entities in pursuit of its goals.

The City may at its expense supply the Store with City merchandise which shall be sold by CGM. CGM may retain net profits from such sales, but shall remit to the City in reimbursement the cost of the items sold on a quarterly basis (i.e. by January 1, April 1, July 1, and October 1 each year), along with a statement reasonably acceptable to the City documenting the sales made during the prior quarter.

CGM agrees to maintain exhibitions at the Facility open to the public no less than 1,000 hours a year. CGM shall determine the hours of operations and admission fees. CGM shall not have the right to name the exterior of the historic building located at 285 Aragon Avenue, Coral Gables, FL and known as the Municipal Building; however, CGM shall have the right to name the new gallery building, plazas and courtyards with exterior signage and other interior building that form part of the Facility as well as portions of the Shared Facilities, provided CGM obtains the City's approval for such names, and such naming is, subject to compliance with State, Federal, and City statutes, codes, rules, ordinances and regulations. CGM shall remove any donor's name who does not complete his or her gift in full in accordance with the applicable donor agreement. CGM shall be permitted to install interior signage in the Facility, and with regard to naming of the Shared Facilities in the Shared Facilities, without City's prior consent provided such signage is professionally prepared, and CGM removes any signage to which the City reasonably objects.

B. Use of the Shared Facilities. It is intended that the Shared Facilities shall be available to the City without charge for public meetings, as well as for City boards and committees. CGM will handle scheduling the Shared Facilities, and shall give priority to regularly scheduled City board and committee meetings, which may be conducted during the day or in the evenings until conclusion of such meetings. Any discrepancy regarding which event shall have priority shall be resolved by the City. With regard to the Community Room located as shown on Exhibit C, CGM shall provide portable chairs as needed for meetings, and the City may provide a portable dais which dais shall be stored in the Shared Facilities or Facility in a location acceptable to CGM. The City will consider the ease of storage and set up when procuring a dais. The City may provide to CGM during the Term of this Agreement, the use of approximately 150 stackable chairs owned by the City. The Archive Room located as shown on Exhibit C shall be available

It is understood and agreed upon between the City and CGM that written notice addressed to the City and mailed or delivered to:

As to City:

City Manager
405 Biltmore Way
Coral Gables, FL 33134

With Copy to:

City Attorney
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

As to CGM:

Executive Director
Coral Gables Museum
285 Aragon Avenue
Coral Gables, FL 33134

Any notice to be given City as provided for in this Agreement shall be in writing and shall be sent to City by United States certified mail, postage prepaid, return receipt requested, addressed to City at City's office at the notice address, or hand delivered or sent by a nationally recognized overnight courier to City at such offices. Any notice to be given CGM under the terms of this Agreement shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or hand delivered or sent by a nationally recognized overnight courier to CGM at the Facility (except that prior to commencement of the Term, notices to the CGM shall be sent to the address set to PO Box 141687, Coral Gables, FL 33114. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given on delivery or refusal.

ARTICLE XXII

Default and Termination

In the event the City determines that it is in the public interest to terminate this Agreement, the City may cancel this Agreement upon issuing a sixty (60) day advance written notice to CGM; provided, however, that CGM shall be given reasonable access and adequate time to vacate the Facility. CGM was created as a not-for-profit organization to operate the Coral Gables museum at the Facility as its primary location, and the parties agree that the

primary purpose of this Agreement is provide for a museum in the City for the benefit of the City and its residents. If the City determines that CGM has failed to continue with its primary purpose as provided herein, then this agreement shall terminate in its entirety, subject to Article ~~XLIII~~XLII. The City and CGM acknowledge that upon termination, all furniture, fixtures, collections, exhibits, displays, and any other items owned by CGM or the City will remain with the Facility. In the event the City elects to terminate, CGM shall have the right to present any objections to the City Commission, however the right to present any objections shall not diminish the City's right to terminate in its sole discretion. In the event the City exercises such right of termination and ceases using the Facility as a museum, the City shall have no further liability; provided, however, that the City shall commit to invest in other historic uses within the City of Coral Gables an amount equal to the unamortized value of any land, real property or permanent improvements incorporated into the Facility [amortized over a twenty (20) year period] of funds donated to CGM expressly for the purpose of construction of a museum. It is acknowledged that money received for grants shall not be considered donations hereunder. Upon written notice canceling this Agreement, CGM agrees to vacate the Facility and Shared Facilities with due diligence, but in no event more than one hundred and eighty (180) days.

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

- A. if CGM fails to make any payments due to City after thirty (30) days' written notice under the Agreement at the time and in the manner required by the Agreement;
- B. if default shall be made by CGM in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Agreement or default be made by CGM in compliance or non-compliance with any and all Laws now in force or which may hereafter be in force, and such default shall continue for a period of thirty (30) days after written notice thereof from City to CGM; provided, however, that if CGM is unable to cure such default within such thirty (30) day period and such default results solely from the failure to obtain a building permit after diligent effort and such need for a building permit is not the result of any actions of CGM, then, and in that event, CGM shall have such additional reasonable time as is necessary;

EXHIBIT A

MISSION STATEMENT

The Museum's mission is to celebrate, investigate and explore the civic arts of architecture and urban and environmental design, including fostering appreciation for the history, vision, and cultural landscape of Coral Gables to promote beauty and planning as well as historic and environmental preservation. for a broad audience, including children, families, and community members, as well as local, regional, national and international visitors. The museum optimizes its mission by cultivating effective partnerships, and providing programming ~~will include that includes~~ exhibitions, collections, educational offerings, lectures, tours, publications, and special events.