

CITY PARK GARAGE PARKING PERMIT AGREEMENT

THIS IS A CITY PARK GARAGE PARKING PERMIT AGREEMENT (“Agreement”), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter “City,”

and

UNIFORMS DIRECT, INC., a Florida corporation, hereinafter “UA”

WHEREAS, the City and UA desire to enter into a Parking Permit Agreement for the City Park Garage, pursuant to Section 26-161(c) of the Code of Ordinances of the City of Fort Lauderdale, which permits the City Manager, upon the recommendation of the Department of Transportation and Mobility, to authorize the execution by the Director of Transportation and Mobility of contracts by which the City agrees to rent or lease parking spaces in a municipal parking lot or area; and

WHEREAS, as the operator of a business leasing office space at 101 NE 3rd Avenue, Fort Lauderdale, Florida 33301, UA intends to provide parking permits to its employees to facilitate parking needs for UA’s downtown business; and

WHEREAS, the City Manager, upon the recommendation of the Department of Transportation and Mobility, has authorized the Director of Transportation and Mobility to execute this Parking Permit Agreement with UA, for a period of five (5) years and five (5) months, subject to the renewal options as provided herein below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. UA may purchase up to one hundred seventy (170) monthly parking permits for parking spaces, hereinafter “Parking Spaces,” at the City Park Garage, located at 150 SE 2 Street, Fort Lauderdale, Florida, hereinafter “Parking Garage” or “Garage,” effective as of April 1, 2016, and which shall be in full force and effect until August 31, 2021 (the “Term”); provided, however UA shall have the option to renew the Term for an additional five (5) year and five (5) month term to end concurrently with their initial building lease term on January 31, 2032, subject to the same terms and

conditions of this Agreement and provided that UA notifies City of its election to exercise such renewal option at least sixty (60) days prior to the expiration of the Term. UA shall have a second option to renew the Term for an additional five (5) year term if they exercise their renewal right with their building landlord, effectively extending this Agreement to January 31, 2032 under the same terms and conditions and provided that UA notifies the City of its election to exercise such renewal option at least sixty (60) days prior to the expiration of the Renewal Term.

3. a. For the use of the parking spaces under the permit system set forth in this Agreement, UA agrees to pay City the sum of seventy-five (\$75.00) Dollars per space per month in the City Park Garage, plus any applicable sales tax (presently six (6%) percent unless otherwise exempt). Each quarterly payment shall be made by the twentieth (20th) day of the month immediately preceding the start of the quarter or as otherwise permitted by the City's Director of Transportation and Mobility or as required by Florida Statutes. Prior to the twentieth (20th) day of the month immediately preceding the start of the quarter, UA shall specify how many spaces are desired for the quarter, but except as specifically provided in Section 3b. below, never more than one hundred seventy (170) spaces will be issued to UA at the rate above. Such rate may be increased at any time that the rate for similar permits in the Garage are increased, but at no time shall the rate to UA be increased more than 5% and at no time shall rates be increased more than once in the same calendar year.

b. UA may request additional spaces over the 170 authorized Parking Spaces on a monthly basis, provided that such request is first approved by the Director of Transportation and Mobility. On each month such a request for extra spaces is made, and said request will be considered by the Director of Transportation and Mobility pursuant to City Parking Permit Policy.

c. Upon the approval of the City's Director of Transportation and Mobility and in accordance with the City Parking Permit Policy, UA may purchase additional parking permits on a monthly basis. These additional permits shall be paid for by UA in advance on a monthly, not quarterly, basis. The City reserves the right to reject or otherwise limit the purchase of these additional permits for Parking Spaces or a portion thereof, for any reasonable reason, and at the discretion of the City's Director of Transportation and Mobility. Upon payment by UA in accordance with this subsection, City shall make available for pick-up by UA prior to the beginning of said month the number of pre-numbered permits purchased by UA. UA is fully responsible for distribution of these permits to the proper permittees. UA acknowledges and understands that it is fully responsible for lost, stolen or misplaced permits.

4. UA may utilize the Parking Spaces at any time the City Park Garage is open, which is presently 24 hours a day, seven days a week. All vehicles present in any of the parking areas included in this Agreement must properly display the current and appropriate City-honored vehicle decal in accordance with City Parking Policies.

5. UA acknowledges that City may enter into similar parking lot agreements with other entities for parking permits within the City Park Garage. City agrees not to oversell parking permits for the excess of that which is commercially reasonable for like parking garages.

6. Due to repair and rehabilitation activities to the Garage, the City reserves the right, at its discretion, to move and/or relocate permit holders within the City Park Garage during the period of such repair and rehabilitation (which shall not exceed 60 days in the aggregate during the term of this Agreement). City shall provide UA with at least sixty (60) days written notice prior to any move or relocation being implemented and prior to any change in operations by City materially affecting operation of this Agreement. The City reserves the right, at its discretion, to move and/or relocate permit holders under this Agreement to alternative locations as long as such location is closer to UA's office due to repair and rehabilitation activities to the City Park Garage.

7. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the reasonable control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

8. Each party agrees that it shall be fully responsible for its own negligence, acts and omissions and for the negligence, acts and omissions of its employees, agents and attendants parking or present. Nothing herein shall be construed as a waiver by any party to this Agreement of the protections and immunities afforded under Section 768.28, Florida Statutes.

9. UA acknowledges that the City's Parking Policies attached hereto as are incorporated into this Agreement.

10. UA may operate a private shuttle service, at the expense of and under the supervision of UA, between Garage and its place of business. UA will operate under reasonable guidelines and practices as established by the City so as to not interfere with normal operation of the Garage.

11. UA shall pay for at its own expense and maintain during the term of this Agreement, commercial general liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars covering sums payable as a result of death or bodily injury to any person and loss of or damage to property. Such policy shall name the City as an additional insured and shall contain a provision requiring that the City receive at least thirty (30) days advance written notice prior to any cancellation, reduction or termination of insurance by the insurer. Certificates of Insurance evidencing UA's compliance with this section shall be delivered to City prior to any permits being issued.

12. For the purpose of this Agreement, any notice required hereunder shall be in writing and sent certified U.S. Mail, return receipt requested, and addressed to the following:

IF TO CITY:

City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

IF TO UA:

Charles Masimore
Uniforms Direct, Inc.
Chief Financial Officer
PO Box 17897
Fort Lauderdale, Florida 33318

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida. Prior to exercising any remedies, City shall furnish UA with written notice of any default hereunder and allow UA a period of fifteen (15) days to remedy such default.

14. This Agreement may be amended only by written document executed by City and UA with the same formality and of equal dignity herewith.

15. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by UA without the prior written consent of City, which consent shall not be unreasonably withheld.

16. This Agreement and the obligations of the parties hereto are expressly conditioned upon simultaneous approval and execution by the City of an extension to that certain Off Street Parking Agreement and Lease of Parking Permits dated August 2, 1991, as amended, between the City and Tower 101 Associates, LLC, a Delaware limited liability company ("Tower 101") providing for Tower 101's lease of one hundred fifty (150) parking permits in that certain municipal parking facility located adjacent to the office building owned by Tower 101 located at 101 NE Third Avenue, Fort Lauderdale, Florida, through January 31, 2032.

17. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to 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 this document. Accordingly, it is agreed that no deviation of the terms hereof shall be predicated upon any prior representations of agreements, whether oral or written.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

Print Name

Print Name

Lee R. Feldman
City Manager
(Section 26-161 of the Code of Ordinances)

Approved as to form:

Assistant City Attorney

WITNESSES:

UNIFORMS DIRECT, INC.

Print Name

Print Name

Charles Masimore
Chief Financial Officer