

AMENDED AND RESTATED  
SHOP LEASE  
SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE

THIS IS A LEASE, entered into on \_\_\_\_\_, 2015, by and  
between:

THE CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida, hereinafter  
referred to as "LESSOR",

and

REPRESENTATIVE BOBBY DUBOSE, Florida  
House of Representatives, 94<sup>th</sup> District, an  
individual, hereinafter referred to as "LESSEE".

On the 2nd day of December, 2014, by Motion, the proper officials of LESSOR were authorized to execute the underlying Shop Lease. Subsequent to authorizing execution of the underlying Shop Lease, counsel for the Florida House of Representatives requested several revisions which are now embodied within this Amended and Restated Shop Lease, execution of which was authorized by the City Commission of the City of Fort Lauderdale by Motion adopted \_\_\_\_\_, 2015.

LESSOR owns certain property located in the City of Fort Lauderdale, Florida, known as the Shops in Central Business District Parking Garage (hereinafter the "Shops" or "Parking Garage").

The LESSOR is empowered, by virtue of Charter Section 8.12 of the Charter of the City of Fort Lauderdale, Florida, to lease such shops, subject to the provisions of such section.

LESSEE desires to lease a portion of such premises from LESSOR for a legislative office, upon terms and conditions as prescribed by LESSOR in this Shop Lease.

LESSEE served the City of Fort Lauderdale as the City's District Commissioner for District III from March, 2009 through November 2014. With the LESSEE occupying Premises in such close proximity to City Hall, the City of Fort Lauderdale will be the recipient of valuable services and opportunities that are inherent in having a former City Commissioner serving in the State of Florida House of Representatives with the enhanced capacity to coordinate local and state issues of great importance to the City of Fort Lauderdale.

The City Commission of the City of Fort Lauderdale finds and determines that leasing the Premises upon the terms and conditions contained in this Lease serves a valid municipal purpose.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PREMISES.

(a) LESSOR leases to LESSEE the following described Premises:

Shop No. 128 of the Shops in the Central Business District Parking Garage, Fort Lauderdale, Florida, consisting of approximately 883 square feet, and as shown on Exhibit "A", attached to and incorporated in this Shop Lease.

(b) The Premises being rented herein shall also include three (3) additional parking spaces on the first floor and furnishings consisting of four (4) office chairs, one (1) small round table and two (2) desks.

(b) The Premises leased are subject to compliance by LESSEE with all laws, ordinances, rules and regulations promulgated by any governmental agencies and all subdivisions of the State of Florida, including LESSOR, now in effect or which may hereafter be enacted or promulgated. LESSOR agrees to use its best efforts to assist LESSEE in securing compliance with all applicable building codes as they may pertain to the structure of the leased premises and as intended to be utilized by LESSEE.

2. TERM. LESSOR leases the Premises to LESSEE for a one year term to commence on **December 2, 2014**, and ending **December 1, 2015**. LESSEE shall have the option to extend the term of this Lease for two (2) additional one (1) year terms. At least ninety (90) days prior to the expiration of the original term or the applicable option term, LESSEE shall notify the City Manager of LESSOR, in writing, of its intention to exercise such option. Such option shall not be applicable if, at the time of the exercise, or at any time thereafter prior to the expiration of the original term, LESSEE is in default of any of its obligations under this Lease. Notwithstanding the foregoing, LESSEE is an elected member of the Florida House of Representatives and this tenancy is in furtherance of his elected office. LESSEE may terminate this Lease if he resigns or leaves office for any reason upon providing fifteen (15) days advance written notice to LESSOR'S City Manager.

3. PURPOSE. The Premises are leased to LESSEE for use as a legislative office for the House Representative for the State of Florida's 94<sup>th</sup> District. In the event the Premises are no longer used exclusively for that purpose, LESSOR reserves the right to cancel this Lease.

4. MUTUAL REPRESENTATIONS AND WARRANTIES. The parties mutually represent, warrant and disclose to each other the following:

(a) Municipality. The LESSOR is a municipal corporation organized and existing pursuant to the Constitution and Laws of the State of Florida.

(b) Disclosure. The LESSEE acknowledges that the LESSOR has made full disclosure of all facts set forth above. The LESSEE acknowledges that it has made, or had ample opportunity to make, a thorough and complete inspection of the Premises and is fully advised of its condition, services provided, nature of construction and state of repair. LESSEE fully accepts the leased premises in its present condition.

(c) Authority. All steps, acts and conditions required by the Charter of the LESSOR to be done as a condition precedent to the execution of this Lease, have been done, and the LESSOR has full authority to enter into this Lease.

5. GENERAL COVENANTS. The following are general obligations and covenants of the parties, their successors and assigns:

(a) Compliance with regulations of public bodies. LESSEE covenants and agrees that it will, at its own cost, make improvements to the Premises as may be set forth in this Lease and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property in order to comply with sanitary requirements, fire hazard requirements, zoning requirements and other requirements, laws, ordinances, rules and regulations designed to protect the public, the LESSOR, or both. As an exception to the foregoing, LESSOR acknowledges that the Premises will be used for a district office of a Member of the Florida House of Representatives and therefore certifies that the Premises will comply and will continue to comply with the necessary requirements for access to a public office including, but not limited to all applicable access provisions of Subtitle A of Title II of the Americans With Disabilities Act, Public Law 101-336.

(b) Liability for Breach. Each party shall be liable to the other for all costs and expenses, including attorneys' fees, which may be incurred or sustained by reason of the breach of any of the provisions of this Lease.

(c) Indemnification against claims. LESSEE shall indemnify and save the LESSOR harmless from and against any and all claims, suits, actions, damages and causes of action, arising during the term of this Lease, for any bodily injury, loss of life or damage to property sustained in, about, or upon the Premises, and the improvements placed therein, and any appurtenances thereto, and shall indemnify and save LESSOR harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, the investigation thereof, or the defense of any action, or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein. LESSEE shall further defend any action, complaint or proceeding brought against LESSOR as the result of any matters above enumerated, all at no cost or expense to LESSOR. The provisions of this paragraph shall not apply to injury or damage attributable to structural defects of the Premises.

(d) No liens created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or

character upon the right, title and interest of the other party in and to the property covered by this Lease and that no third person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of said other party. All persons contracting with the LESSEE, or furnishing materials or labor to said LESSEE, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of the LESSOR so as to confer upon a laborer bestowing labor upon the leased premises, or upon a who furnishes material incorporated in the construction of improvements upon the Premises, a construction law lien upon the LESSOR's estate under the provisions of Chapter 713, Florida Statutes, or any subsequent revisions thereof.

(e) Operating costs.

(1) LESSEE agrees promptly to pay when due all operating, maintenance and servicing charges and costs, including those associated with telephone, gas, electricity, and all other expenses incurred in the use and operation of the leased premises.

(2) LESSOR shall provide water and sewer services to the Premises without charge, provided, however, that LESSEE shall promptly repair any leakages inside the leased premises.

(3) The LESSEE agrees to obtain at its expense all permits and licenses and pay all fees and charges which may be required by any governmental unit, including LESSOR. Upon the LESSOR's request, at reasonable intervals, LESSEE shall promptly furnish to the LESSOR evidence satisfactory to the LESSOR showing LESSEE's compliance with its obligations under this section.

(f) Insolvency of LESSEE. Should the LESSEE, at any time during the term of this Lease, suffer or permit to be filed against it a composition or arrangement proceeding under state law, or make any assignment for the benefit of its creditors, or should a receiver be appointed for the LESSEE's property because of the LESSEE's insolvency and the appointment not vacated within thirty (30) days thereafter, or should the LESSEE's leasehold interest be levied on and the lien not discharged within thirty (30) days after levy has been made, or should the LESSEE fail to promptly make the necessary returns and reports required of it by state and federal law, or should the LESSEE fail promptly to comply with all governmental regulations, both state and federal, and should such failure in any manner jeopardize the rights of the LESSOR, then, and in such event, and upon the happening of any of those events, the LESSOR shall have the right, at its election, to consider the same a default on the part of the LESSEE of the terms and provisions of this Lease, and, in the event of such default not being cured by the LESSEE within a period of thirty (30) days from the date of the giving by the LESSOR of written notice to the LESSEE of the

existence of such default, the LESSOR shall have the option of declaring this Lease terminated and the interest of the LESSEE ended, or the LESSOR may exercise any other options as prescribed by law or which appear in this Lease. The pendency of arrangement proceedings to which the LESSEE shall be a party shall not preclude the LESSOR from exercising the options conferred upon it. In the event the LESSEE, or receiver of the LESSEE's property, shall seek an injunction against the LESSOR's exercise of the options conferred, such action on the part of the LESSEE, or receiver, shall automatically terminate this Lease as of the date of the making of such application. In the event a court shall enjoin the LESSOR from exercising the options conferred in this Lease, such injunction shall automatically terminate this Lease.

(g) Bankruptcy of LESSEE. Should the LESSEE, at any time during the term of this Lease, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or institute a composition or an arrangement proceeding under Chapters 7, 11, or 13 of the Bankruptcy Code or as they may be amended from time to time, the LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include but not be limited to the following:

(1) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within ten (10) days of written demand made upon the LESSEE by the LESSOR which will include all costs and attorneys' fees expended to the date of the curing of the default; and

(2) An additional two (2) months of advance rental will be required as additional security of future performance which must be paid to the LESSOR within ten (10) days of the filing of the petition in bankruptcy; and

(3) All obligations of the LESSEE must be performed in accordance with the terms of the Lease.

If at any time during the pendency of a bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of this Lease, or fails to cure any pre-filing default, or make the additional security deposit required under the adequate protection and adequate assurance of future performance clause above, the LESSEE STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

(h) Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida,

and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

(i) Repairs and Maintenance.

(1) Upkeep. LESSEE agrees at its expense to keep and maintain the interior and exterior of the Premises, including all adjacent wall areas, furnishings, fixtures, utility systems and personal property, in a good state of repair, clean and in first-class condition. LESSOR is responsible for maintenance of all common areas in the Garage.

(2) Repairs; Modifications. LESSEE agrees at its expense to make all repairs to the improvements situated in and adjacent to the Premises, including electrical, plumbing, structural and that portion of the sewer line or sewer connection from the lateral which directly services the Premises, the LESSEE'S liability being limited to acts or omissions of the LESSEE which directly give rise to the need for such repair to the sewer or sewer connections; provided, however, that LESSOR shall repair and keep in a good state of repair structural components of the premises (floor, ceiling, loadbearing walls) unless repairs for same are necessitated due to acts or omissions of LESSEE, its agents, employees, patrons, licensees or invitees. Any modification of any utility system (telephone, water, gas, electrical, sewer, lighting, air-conditioning and heating) desired by LESSEE for incorporation into the premises shall first be reviewed by the City Engineer of LESSOR and approved by him in writing before any modification occurs. Any modification shall be considered a "fixture" as defined in this Lease. An air conditioner and heating unit has been installed by LESSOR to serve the Premises. LESSEE shall be responsible for maintenance and repair of the entire air-conditioning and heating system inside the leased premises at its own expense.

(3) Surrender. LESSEE at its expense agrees to deliver to the LESSOR upon the termination of this Lease the entire Premises including all improvements, in a good state of repair and in first class condition, ordinary wear and tear excepted.

(k) Quiet enjoyment. LESSOR covenants, warrants and agrees that LESSEE shall be entitled peacefully to enjoy, to occupy and to possess the Premises throughout the Lease term without interference, hindrance or molestation.

(l) Receipts. LESSEE shall, upon written demand by the LESSOR, obtain and deliver to the LESSOR receipts, satisfactions and discharges showing the payment of any obligation required of LESSEE by this Lease.

6. EASEMENTS. LESSEE shall convey to the LESSOR any easements in and through the leased property that may be required for the installation of utilities or any other purposes deemed necessary by LESSOR. In the event there is

a loss of beneficial use or impairment of beneficial use resulting from the granting of an easement, proper adjustment of the rent hereinafter required shall be made at the time of the conveyance of such easement by LESSEE to LESSOR.

7. ZONING. LESSEE hereby accepts the existing zoning of the demised premises, which LESSOR represents and warrants to be RAC-CC (Downtown Regional Activity Center, City Center District), which is compatible and consistent with the usages and purposes contemplated in this agreement. LESSEE further accepts and specifically agrees to abide by all existing zoning ordinances of the City of Fort Lauderdale insofar as they are applicable to the Premises.

8. POSSESSION. Delivery of possession of the Premises to the LESSEE shall be made at the time of the commencement of the term of this Lease.

9. RENTAL.

(a) LESSEE agrees promptly to pay to LESSOR a monthly rent for the occupancy of the Premises during the original one (1) year term. The amount of rent owed shall be the sum of **Seven Thousand Nine Hundred Ninety Seven and 16/100 dollars (\$7,997.16) per annum, payable in equal monthly installments of Six Hundred Sixty-Six and 43/100 dollars (\$666.43) each**, in advance and without demand on the first day of each month to which applicable. The rental provided for in this Lease does not include Florida State sales tax on commercial tenancies, the payment of which is the responsibility of the LESSEE and the same will be paid to LESSOR at the office of its City Treasurer, together with rental installments, on the same date rental payments are required in this Lease. To the extent that LESSEE is exempt from the payment of sales or use taxes on rent hereunder, LESSEE shall not be obligated to remit to LESSOR sales or use tax on rent. The amount of rent collected does not include the amount which may be collected as payment of property taxes as described herein.

(1) If the commencement date is other than on the first day of the month, LESSEE shall pay proportionate rent at the same monthly rate set forth herein (also in advance) for such partial month at the beginning of the Lease Term as well as at the end of the Lease Term and all other terms and conditions of this Lease shall be in force and effect during such partial month(s).

(b) If LESSEE defaults in one or more of its obligations under this Lease at any time during the original term or any extended term, and does not remedy and cure such default in accordance with the terms of this Lease, the parties agree that LESSOR shall retain any deposit monies held by it at the time the lease is terminated as and for its liquidated damages, since the parties acknowledge that, at the time of the execution of this Lease, actual damages attributable to default are not ascertainable or otherwise susceptible to calculation. The provisions of this subparagraph shall not, however, prevent LESSOR from exercising any or all other remedies or rights it has under this Lease, including the right to seek actual damages when such damages are ascertainable or otherwise susceptible to calculation.

(c) The annual rent to be paid for each option term shall be determined by multiplying the annual rental payable during the original term or the previous option term, whichever is applicable, by that number greater than one (1) which results from dividing the index figure for the Consumers Price Index, the United States City Average All Items and Commodity Groups (1982-1984 = 100), issued by the Bureau of Labor Statistics of the United States Department of Labor ("Price Index") for the month of December of the year of such option term by the index figure for the identical Consumers Price Index for the month of December, 2014. If such quotient is less than one (1), the annual rental payment shall remain unchanged. It is further understood and agreed that if the rental adjustment is not immediately determined or determinable at the time of adjustment, the previous monthly rent shall continue until an adjusted rent figure can be determined and said figure shall be retroactive from the adjustment date and the sum constituting such adjustment shall be due and payable within thirty (30) days after such determination.

(d) It is understood and agreed that the above described Index is now being published monthly by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Price Index ceases to use the 1982 - 84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of terms contained in the Price Index, or in the event the U.S. Department of Labor ceases to prepare and publish such Price Index, the adjustment of annual rent thereafter shall be in accordance with the most closely comparable price index published by the U.S. Department of Labor or U.S. Department of Commerce, appropriated adjusted. If such is not determined by either of those Departments, then the most closely comparable price index as determined by the LESSOR shall apply.

(e) Should LESSEE no longer be exempt from remitting property taxes, LESSEE shall be liable to LESSOR for the proportionate share of ad valorem real property taxes attributable to the Premises. LESSOR shall bill LESSEE monthly for the estimated amount of property taxes owed by LESSEE, based upon the latest actual property taxes assessed. LESSOR shall then remit to the Broward County tax collector the total amount of such taxes levied against the Downtown Parking Garage. In the event that the actual taxes paid by LESSOR to Broward County exceeds the amount collected from LESSEE, LESSEE shall remit the balance owed to LESSOR within thirty (30) days of receiving such notice. In the event that the actual taxes paid by LESSOR to Broward County are less than the amount paid by LESSEE, LESSEE shall receive a tax credit for the amount overpaid by LESSEE. LESSEE further agrees to pay when due all sales and use taxes and all other similar business taxes or assessments imposed upon and being the liability of the LESSEE and arising from its use of the leased premises.

10. INSPECTION OF PREMISES. The LESSOR or its agents shall have the right to enter the Premises at all reasonable hours for the purpose of



inspecting the same, or for any other purposes not inconsistent with the terms of this Lease.

11. IMPROVEMENTS BY LESSEE.

(a) LESSEE shall not make any alterations, improvements, additions or modifications to the Premises without first having obtained the written approval of the LESSOR'S Department of Sustainable Development. LESSEE shall submit plans and specifications of any proposed improvements at least thirty (30) days in advance of the intended date of installation or construction. No variations from approved plans shall be permitted without the approvals set forth above.

(b) LESSEE acknowledges that standards promulgated by the City Engineer shall govern all interior motifs, window displays and signage. In cases in which ordinances of the LESSOR are less restrictive than the standards, the standards shall control. LESSEE shall strictly observe all sign requirements, whether imposed by ordinance or the standards, where applicable.

(c) Any construction or installation performed by LESSEE shall be free and clear of any and all encumbrances whatsoever. LESSEE shall deliver to LESSOR, in writing, a detailed statement of the costs of construction or installation of any improvements and shall furnish proof, by affidavit or otherwise, that all claims, liabilities and obligations incurred in the construction or installation of improvements, and costs associated with furnishings, fixtures and equipment necessary or incidental to the business use of the Premises, have been paid in full.

(d) The failure of LESSEE to comply with any term, condition or covenant of this paragraph shall constitute a material breach and default under this Lease, entitling LESSOR to all remedies, rights and privileges granted to it in this instrument.

12. GENERAL OBLIGATIONS OF LESSEE.

(a) All garbage or trash generated by or from use of the Premises by LESSEE shall be stored in a place or places designated by LESSOR for removal.

(b) LESSEE shall not place or distribute any advertising materials, merchandise or any item whatsoever in the adjacent mall area or in, on or about the Parking Garage structure, including vehicles parked therein, without the express written consent of the City Manager of LESSOR.

(c) LESSEE shall not use, keep, or permit to be used or kept, any noxious gas or substance or do anything or create any noise or cause any vibration whatsoever which, in the opinion of LESSOR, is objectionable or offensive to other tenants of the Shops, or users of the Garage facility, or in any manner constitutes a nuisance, whether public or private.

- (d) The Premises shall not be used for lodging or sleeping purposes at any time.
- (e) No illumination of the Premises other than by electric light shall be permitted.
- (f) Any and all permits, licenses and fees required by any governmental agency having jurisdiction shall be promptly obtained by LESSEE at its expense.
- (g) LESSEE shall be responsible for security of the Premises.
- (h) LESSEE shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority and the Premises shall not be used for any improper or immoral purposes.

13. CONDEMNATION. It is further understood and agreed that if, at any time during the continuance of this Lease, the legal title to the demised land or the improvements located thereon or any portion thereof be taken, appropriated, or condemned by reason of eminent domain, there shall be such division of the proceeds of award in such condemnation proceeding and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the LESSOR and LESSEE are unable to agree upon what division, abatement of rent or other adjustments are just and equitable within sixty (60) days after such award shall have been made, then the matters in dispute shall be by appropriate proceedings submitted to a court having jurisdiction of such matters and such controversy for its decision and the determination of the matters in dispute. If the legal title to the entire Premises be wholly taken by condemnation proceedings, this Lease shall be automatically canceled. In general, it is the intent of this paragraph that upon condemnation, the parties hereto shall share in an award to the extent that their respective interests are destroyed, damaged, or depreciated by the exercise of the right of eminent domain.

14. ACCELERATION; GRACE PERIOD; DEFAULT.

(a) Time of the essence. The LESSEE agrees promptly to perform, comply with and abide by this Lease, and agrees that time of payment and of performance are of the very nature and essence hereof.

(b) Default in rent; grace period. The LESSEE shall have a grace period of fifteen (15) days within which to pay any and all sums of rent due hereunder, which sums shall be due and payable without notice or demand, which LESSEE hereby waives. If any of said sums of money herein required to be paid by the LESSEE to the LESSOR shall remain unpaid for such period of fifteen (15) days, then the LESSOR, acting through its City Manager, shall have the following options and rights:

(1) Total acceleration. To accelerate the maturity of the rent installments for the balance of the term. This option shall be exercised by an instrument in writing signed by LESSOR'S City

Manager on behalf of the LESSOR and transmitted to the LESSEE notifying it of the intention of the LESSOR to declare all unmatured rent installments presently due and payable.

(2) Partial acceleration. In lieu of the option in subparagraph (1) above, the LESSOR, acting by and through its City Manager, may, in like manner, declare as presently due and payable the unpaid rent installments for such period of years as may be fixed in the LESSOR's said notice to the LESSEE. The exercise of this option shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the LESSEE to pay rent under the terms of this Lease for the period unaffected by said notice.

(3) Other remedies. In addition to the options herein granted above, the LESSOR, acting by and through its City Manager, may exercise any and all other options available to it hereunder, which options may be exercised concurrently or separately with the exercise of the above options.

(c) Default in other provisions. If the LESSEE shall default in the performance of any other term of this Lease (except the payment of rent), then the LESSOR, acting through its City Manager, shall send to the LESSEE a written notice of default, specifying the nature of the default, and the LESSEE shall, within thirty (30) days after the date of said notice, cure and remedy said default, whereupon this Lease shall continue as before.

If the LESSEE shall fail to cure and remedy such default within said time, the LESSOR, acting by and through its City Manager, shall have the right to declare, by written notice to the LESSEE, that the Lease is in default, and to use all remedies available to the LESSOR hereunder, including, but not limited to remedies, procedures and rights specified in this Lease.

15. OWNERSHIP AT TERMINATION. All improvements, structures and fixtures of every kind now existing or hereafter erected, installed or placed within the Premises, with the exception of specially designed and fabricated fixtures employed by LESSEE, shall, at the end of the term or earlier termination of this Lease, for any reason, be and become the property of the LESSOR and shall be left in good condition and repair, ordinary wear and tear excepted. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by the LESSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of it. Non-fixture personalty owned by the LESSEE at the expiration of the term or earlier termination of this Lease, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personalty, provided the LESSEE is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the Premises until the damages suffered by LESSOR from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LESSEE of any such personalty shall be repaired by LESSEE forthwith at its expense.

16. INSURANCE. LESSEE shall indemnify and save LESSOR harmless from all liability or damages of any nature arising out of any use of the Premises by LESSEE, including, but not limited to his, her or, its agents, employees, licensees and invitees. The parties further agree to the following provisions pertaining to insurance:

(a) Commercial All Risk Property coverage by LESSEE. The LESSEE, at his, her or its expense, shall provide commercial property coverage no less than the most recent ISO Special Form on any improvements constructed, and personal property located, within the Premises by the LESSEE, for LESSEE'S own benefit or for the benefit of LESSOR and the LESSEE, as each party's interests may appear equal to one hundred percent (100%) of the replacement value of the improvements. Such insurance shall provide that the interests of the LESSOR are included as a loss payee and contain a waiver of subrogation rights by LESSEE's carrier against LESSOR.

(1) Through the State of Florida Insurance Regulatory Trust Fund Office of House Administration, coverage is available for losses of House-owned property, such as furniture and office equipment, because of fire, lightning, floods and acts of nature. If a loss occurs, notify the Sergeant at Arms immediately. There is no coverage for theft of property other than theft of standard computer equipment and leased furniture. Members of the House of Representatives may wish to secure theft insurance with intradistrict funds on other state-owned or leased equipment in the District Office.

(2) The City Manager is authorized to adjust coverage requirements under subparagraph (a) to reflect equivalent coverage once the coverage under subparagraph (a) (1) is known and in effect.

(b) Commercial All Risk Property coverage by LESSOR. LESSOR represents that it has comprehensive property insurance coverage pertaining to the entire Parking Garage structure, which coverage does not include improvements or personal property of LESSEE. If LESSEE, including, but not limited to, its agents, employees, licensees or invitees does, or omits to do, any act or conducts any business resulting in an increase in such insurance premiums payable by LESSOR, LESSEE shall pay LESSOR an amount of money equal to such increase.

(c) Workers' Compensation. The LESSEE shall provide, carry, maintain and pay for all necessary Workers' Compensation insurance for the benefit of his, her or its employees with the following limits: Workers' compensation - statutory limits; Employer's Liability - One Hundred Thousand Dollars (\$100,000.00).

(d) Commercial General Liability Insurance. LESSEE shall, at its own expense, provide, pay for, and continuously maintain Commercial General Liability insurance for the benefit of the LESSOR, with a policy limit of not

less than one million dollars (\$1,000,000.00), per occurrence limit for bodily injury, property damage and personal injury, and \$50,000 Fire Legal Liability limit and the policy shall include the City of Fort Lauderdale as an additional insured. If all other LESSEES of the Shops are required to increase their insurance coverage with the City to an amount in excess of one million dollars (\$1,000,000.00), then and in that event, the insurance herein required of LESSEE shall be increased to the same amount as required for all other such LESSEES.

(1) Through the State of Florida, Office of House Administration, premises liability insurance is available to cover bodily injury to visitors. If proof of this coverage is required, a Certificate of Insurance may be obtained by contacting the Office of House Administration. If an injury occurs, notify the Office of House Administration immediately.

(2) The City Manager is authorized to adjust coverage requirements under subparagraph (d) to reflect equivalent coverage once the coverage under subparagraph (d) (1) is known and in effect.

(e) Policies. Whenever under the provisions of this Lease, insurance is required of the LESSEE, the LESSEE shall promptly provide the following:

(1) Certificates of insurance evidencing the required coverages;

(2) Names and addresses of companies providing coverages;

(3) Effective and expiration dates of policy;

(4) A provision in all policies according LESSOR thirty (30) days' written notice by any carrier of any cancellation or material change in any policies; and

(5) Ensure that Certificates are submitted to the Parks & Recreation Department of LESSOR.

(f) Collection of Insurance. In the event of destruction of or damage to any of the Premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair or reconstruction shall be deposited in a commercial national bank located in Fort Lauderdale, Florida, selected by the LESSOR, as a trust fund, and said funds shall be used for the purpose of reconstruction or repair, as the case may be, of first, all or any portion of the Premises, second, improvements and third, personal property, so damaged or destroyed. Such reconstruction and repair work shall be done by LESSEE in strict conformity with the ordinances of the LESSOR and all governmental agencies having jurisdiction.

Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event,

such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to LESSEE.

(g) Precautions. In order to reduce the hazards and risks of interruption of business occasioned by windstorm and other acts of God, the LESSEE agrees that he, she or it will at his, her or its expense take all reasonable precautions to protect the Premises from such damage or destruction by the elements.

(h) Primary coverage. All insurance referred to hereunder shall apply as primary coverage and shall not be affected by any insurance which LESSOR may carry in its own name.

(i) Destruction of premises. If the Premises are destroyed by fire, flood or an act of God, LESSEE shall be entitled to an abatement of rent until such time as the premises are restored and suitable for use.

(k) Insurance coverage provided by the State of Florida, House of Representatives covers casualty and loss of House property and State property, but not the personal property of LESSEE or any other non-House or non-State owned or leased property. LESSEE bringing any personal property that is not House or State owned or leased, if afraid of loss, LESSEE should acquire personal property insurance using personal property funds. If LESSEE acquires or leases some other non-House provided property and feels that it should be insured, then LESSEE should inquire as to the availability of intradistrict funds to do so.

17. ASSIGNMENT AND SUBLEASING. LESSEE shall not assign, transfer, sublet, sublease or convey this Lease, in whole or in part, in any manner, without the written consent of LESSOR, authorized by appropriate municipal action, taken at a public meeting of the City Commission of LESSOR. Such consent shall not be unreasonably withheld. Such consent shall not be unreasonably withheld. Any such consent shall not release the LESSEE from its obligations under this Lease unless otherwise stated.

18. SUCCESSORS IN INTEREST. The covenants and agreements herein contained shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural and the use of any gender shall be applicable to all genders.

19. NOTICES. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

(a) By certified mail, return receipt requested, to the following:

LESSOR City of Fort Lauderdale  
Phil Thornburg, Parks and Recreation Director  
1350 W Broward Boulevard  
Fort Lauderdale, Florida 33312

LESSEE Bobby DuBose,  
Shop 128 in the Central Business District Parking  
Garage  
100 S.E. 1st Avenue  
Fort Lauderdale, Florida 33301

COPY: LESSOR'S House of Representatives Office in  
Tallahassee, Florida, which is listed on the Florida  
House of Representative's website at  
[www.myfloridahouse.gov](http://www.myfloridahouse.gov)

or to such other addresses as LESSOR or LESSEE, may by writing to the other designate.

(b) The notice may also be served by personal delivery to LESSOR or LESSEE, or to an agent of the LESSEE in charge of the Premises .

20. SEVERABILITY. If any section, subsection, sentence, clause, provision or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected thereby.

21. LEASE NON-EXCLUSIVE. It is specifically understood and agreed that LESSOR reserves the right to lease other shops in the Parking Garage to competitors of LESSEE.

22. MORTGAGE INTERESTS.

(a) Notwithstanding any provisions in this Lease to the contrary, LESSEE may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions, such pledges to be subject to the approval of LESSOR. LESSEE shall not subordinate LESSOR's interest in the Premises to any such security holder.

(b) The provisions hereinafter set forth shall apply to the holder of record of a first mortgage on LESSEE's interest herein:

(1) LESSOR agrees to give written notification to such holder of any default by the LESSEE in the performance of LESSEE's obligations under this Lease, and such holder shall be entitled to cure such default on its own behalf or on the behalf of the LESSEE within the same time period as has the LESSEE as herein provided, said time period to commence from the date of mailing of said notice by certified or registered mail, return receipt requested, with sufficient postage thereon by the LESSOR to the holder of such first mortgage interest.

(2) In the event the holder of the first mortgage interest succeeds to LESSEE's interest under this Lease, pursuant to the remedies provided in the mortgage instrument, or by foreclosure of mortgage or by assignment in lieu of foreclosure, LESSOR agrees to recognize such first mortgage holder as the LESSEE under the terms and

provisions of this Lease, provided however, that LESSOR has previously given its written approval to such first mortgage holder.

(3) It is the responsibility of LESSEE to provide LESSOR the name and address of any mortgage holder.

23. FINAL REPOSITORY. The parties hereto mutually represent and warrant unto each other that this Lease, consisting of paragraphs 1 through 31, inclusive, and Exhibit "A," constitutes the final repository of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties hereto. The parties agree that, whether written or oral, no previous or prior representations or previous or prior warranties shall be binding upon either party. The execution hereof has not been induced on the part of any party except as expressed in writing in this Lease.

24. NON-DISCRIMINATION. The LESSEE, in exercising any of the rights or privileges herein granted to it shall not, on the grounds of religion, race, color, or national origin discriminate or permit discrimination against any persons or group of persons in any manner prohibited by law.

25. SUBROGATION. The LESSOR shall have the option, without waiving or impairing any of its rights hereunder, to pay any sum or perform any act required of the LESSEE, and the amount of any such payment and the value of any such performance, together with interest thereon, shall be secured by this Lease, and shall be promptly due and payable to the LESSOR.

26. INTEREST. All delinquent payments to the LESSOR shall bear interest at the rate equivalent to the periodic composite of current annual interest rates on five (5) year U.S. Government Agency issues in effect as of the date of the delinquency, but not less than ten percent (10%) per annum, provided in no event shall interest be charged in excess of the maximum lawful interest rate allowable under Florida law. Said interest shall be calculated from the due date to the date of payment, on a daily basis and shall be due and payable when billed.

27. LIEN UPON REVENUES, INCOME, ETC. In the event of a breach by LESSEE of any of the provisions of this Lease, the LESSOR shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the Premises as additional security to the LESSOR for the faithful performance by LESSEE of each of the terms and provisions hereof, and to secure payment of all sums owing to LESSOR hereunder. Such lien shall be superior to the rights of the LESSEE and any of its creditors or assignees or any trustee or receiver appointed for the LESSEE's property, or any other person claiming under the LESSEE. Upon the LESSOR's termination of the LESSEE's rights under this Lease by reason of the LESSEE's default, all such revenues, income, rents, earnings and profits derived or accruing from the Premises from the date of such termination by the LESSOR shall constitute the property of the LESSOR and the same is hereby declared to be a trust fund for the exclusive benefit of the LESSOR and shall not constitute any asset of the LESSEE or any trustee or receiver appointed for the LESSEE's property. The provisions of this paragraph shall be effective without the LESSOR's re-entry upon the Premises or repossession thereof, and without any judicial determination that the LESSEE's interest under the Lease has been terminated.



28. OTHER REMEDIES. In addition to the options herein granted above, the LESSOR may exercise any or all other options available to it hereunder, which options may be exercised concurrently or separately with the exercise of the above options.

29. RE-ENTRY AND REPOSSESSION.

(a) If the LESSEE shall fail to keep and perform any of the covenants, conditions and agreements provided in this Lease to be performed by LESSEE, and such default shall not be remedied within the grace period provided elsewhere in this Lease, LESSOR shall have the right to treat such default as intentional, inexcusable and material, and the LESSOR, by notice in writing transmitted to the LESSEE, as provided in the paragraph entitled "NOTICES," may at its option declare the LESSEE's interest under this Lease ended and without further force and effect. The LESSOR is then authorized to reenter and repossess the Premises, and the improvements and personal property in them, with or without legal process, and the LESSEE does in such event waive any demand for possession of the property, and agrees to surrender and deliver up the Premises and property peaceably to LESSOR. In such event, the LESSEE shall have no claim whatsoever against the LESSOR by reason of improvements made upon the Premises, rents paid, or from any other cause whatsoever.

(b) Notwithstanding the foregoing, LESSOR acknowledges that any property located on the Premises owned by or leased by the State of Florida or the Florida House of Representatives shall remain the property of, and shall be returned to, the State of Florida or the Florida House of Representatives in accordance with the following procedures:

(1) In the event that LESSOR comes into possession of such property, LESSOR agrees to send a certified letter, return receipt requested, within seven (7) days of coming into possession of such property and requesting that the State of Florida or the Florida House of Representatives retrieve such property. LESSEE shall be responsible for all reasonable expenses incurred by LESSOR in storing such property and providing such notice.

30. NON-WAIVER. Failure of the LESSOR to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. The LESSEE covenants that no surrender or abandonment of the Premises or of the remainder of the term herein shall be valid unless accepted by the LESSOR in writing. The LESSOR shall be under no duty to relet the Premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the Premises by the LESSEE. Upon the LESSEE's abandonment or surrender or attempted abandonment or attempted surrender of the Premises, LESSOR shall have the right to retake possession of the Premises or any part thereof, and such retaking of possession shall not constitute an acceptance of the LESSEE's abandonment or surrender thereof.

31. INDEMNITY AGAINST COSTS AND CHARGES. In any judicial action, undertaken by either party hereto against the other, involving this Lease and the

obligations arising therefrom, the prevailing party shall be entitled to all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the prevailing party by reason of the breach of any of the provisions of this Lease. Any sums due the LESSOR under this paragraph shall constitute a lien against the interest of the LESSEE in the Premises and all its improvements situated therein to the same extent and on the same condition as delinquent rent would constitute a lien on said Premises and improvements.

32. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[THE REMAINDER OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

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

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

\_\_\_\_\_ Mayor

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_ City Clerk

Approved as to form:

\_\_\_\_\_ City Attorney

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ BOBBY DUBOSE

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2015, by BOBBY DUBOSE. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

L:\REALPROP\LEASES\GARAGE\Shop 128\DuBose 05.26.15 (rbd clean).docx

SHOP LOCATIONS AT CITY PARK MALL

### EXHIBIT A S.E. FIRST AVENUE

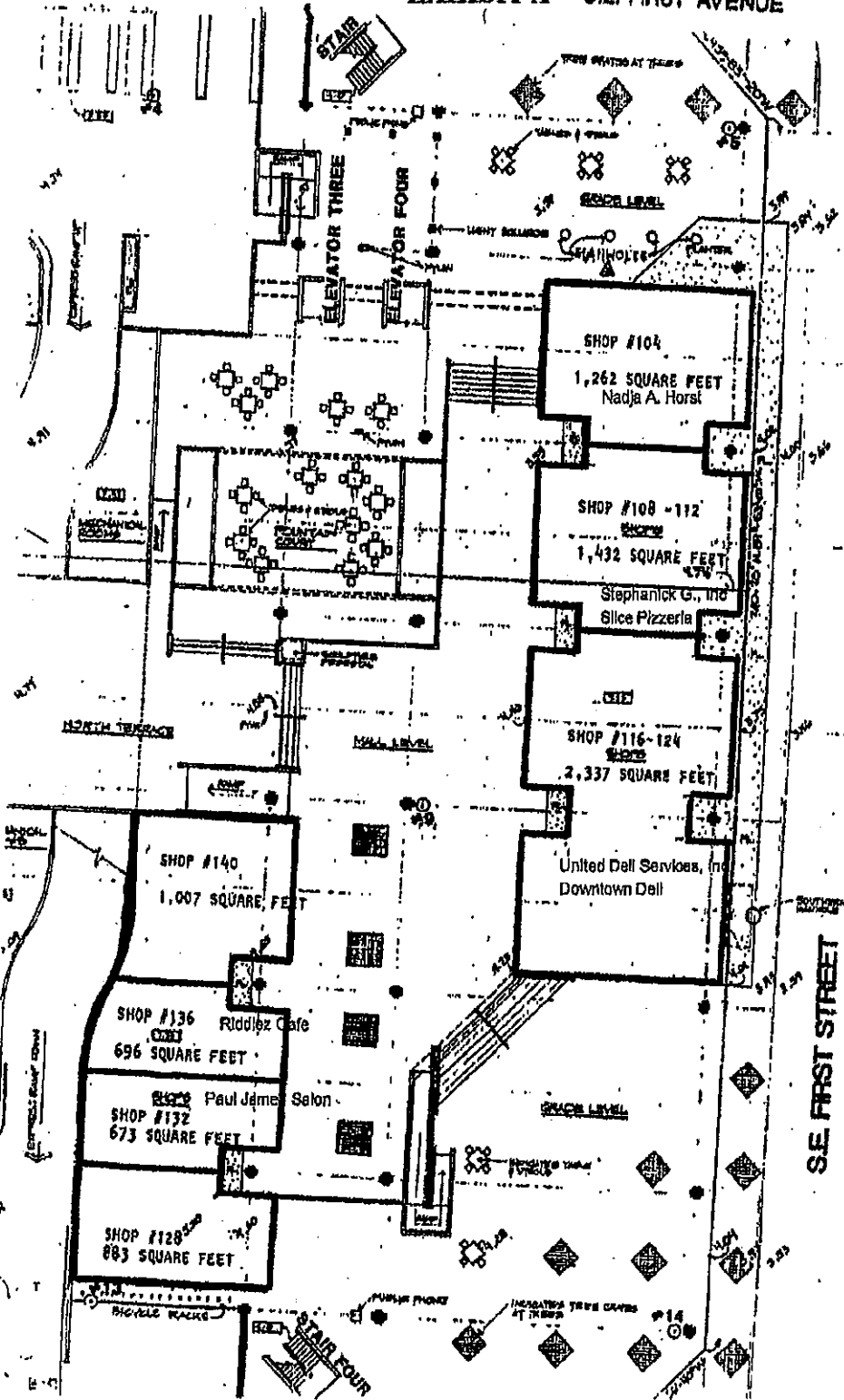


EXHIBIT "A"

*Handwritten signature or initials: RBD*