

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ of ____ by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter “LESSOR” or “CITY” or “City of Fort Lauderdale”)

and

INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc. a Florida non-profit corporation, 1 Hall of Fame Drive, Fort Lauderdale, Florida 33316, hereinafter “LESSEE” or “ISHOF”

WHEREAS, the parties entered into an Agreement dated February 10, 1965, which Agreement expired as of February 9, 2015. Said Agreement was amended on or around 1990 or 1991 and on September 10, 1991.

WHEREAS, said Agreement authorized and permitted LESSEE to operate a Swimming Hall of Fame Museum and Shrine on the City’s Swimming Hall of Fame Complex (the “Premises”);

WHEREAS, the Third Amendment to the Agreement dated April 7, 2015, permitted the LESSEE to occupy the Premises on a month to month basis under the terms, conditions duties and obligations under the Agreement, as amended.

WHEREAS, both the LESSOR and the LESSEE are desirous of entering into this Agreement which will authorize and permit LESSEE to operate a Swimming Hall of Fame Museum and Shrine on the Premises for a term of thirty (30) years.

WHEREAS, this Agreement shall be effective as of the date in which the last party executes this Lease Agreement.

NOW THEREFORE, in consideration of the promises set forth herein and other reasonable consideration, the parties hereby agree as follows:

1. Recitals The Recitals are true and correct and are incorporated herein.
2. Definitions
 - (a) Fort Lauderdale Aquatic Complex (“Aquatic Complex”) shall include all existing facilities, those facilities under construction and contemplated

improvements, aquatic and aquatic-related athletic facilities located on the Property, comprised of two (2) 50-meter competition pools, diving well, spa, instructional pool, grandstand seating areas, entry buildings, office weight room, meeting rooms and bathhouse on certain City Property located within the City of Fort Lauderdale, more fully described and depicted on Exhibit "A", attached to and made a part of this Agreement.

- (b) International Swimming Hall of Fame -"West Building": the building dedicated in 1968 on the west end of the Complex presently housing the International Swimming Hall of Fame Museum and Banquet Hall, the Leased Premises described and depicted on Exhibit "-A", attached and made a part of this Agreement.
 - (c) International Swimming Hall of Fame -"East Building": the museum building, Leased Premises, on the East end of the Complex in the location abutting Seabreeze Boulevard as depicted on Exhibit "A", attached and made a part of this Agreement.
- 3. During the term of the lease, as defined below, "Term of Lease," the City shall have one voting member on the ISHOF Board, who shall be appointed by the City Commission.
- 4. The LESSEE agrees it will operate the International Swimming Hall of Fame in cooperation with the Parks and Recreation Department of the City of Fort Lauderdale for the full term of this Lease Agreement. LESSEE further agrees to provide the interior furnishings of the Hall of Fame buildings for Swimming Hall of Fame purposes.
- 5. It is understood and agreed by the LESSOR and the LESSEE that all matters of policies and operations of the Hall of Fame are within the exclusive jurisdiction of the LESSEE and the City of Fort Lauderdale does not have any right to object or interfere with policy and operational decisions of the LESSEE so long as such policies and operations do not interfere with the operations of the City of Fort Lauderdale or pose a threat to the public health, safety, or welfare of the City of Fort Lauderdale, as determined by the City Manager.
- 6. All personnel employed by the LESSEE shall be employed under such terms and conditions as the LESSEE prescribes and shall be compensated by the LESSEE.
- 7. The LESSEE agrees that the City of Fort Lauderdale shall have the full right and authority to maintain law and order and security on the premises and may exercise all the police powers granted to the City of Fort Lauderdale as to any persons on the premises or any activities conducted on the premises, and the LESSEE agrees that it will abide by all the applicable provisions of the ordinances of the City of Fort Lauderdale.

8. LESSEE shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease, conditions contained therein, the location, construction, repair, maintenance use or occupancy of the leased Premises or improvements located thereon, or the breach or default by LESSEE of any covenant or provision of this Lease except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the LESSOR, its officers, agents and employees while acting within the course and scope of their duties. Nothing herein shall be deemed a waiver of the LESSOR'S sovereign immunity or of any other legal defense available to the LESSOR.
9. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.
10. LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, LESSEE shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that the City (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.
11. The LESSEE agrees to hold the LESSOR harmless from any claims for damages arising out of the negligence on contracts or agreement arising out of any of its operations, and will within ten (10) days furnish the CITY a copy or any claims for damages or threatened legal action in which the interests of the CITY of Fort Lauderdale are involved.
12. LESSEE shall conduct its business and activities on the Aquatic Complex in strict accordance with all applicable statutes, ordinances and regulations of any governmental entity having jurisdiction over the Aquatic Complex and the activities conducted therein. In the event any construction, installation or alteration to or any change in use the structures, and improvements or any portion of them on the Aquatic Complex is planned, LESSEE shall ensure that all required permits, licenses and other permissions are obtain from all governmental entities having jurisdiction over the Aquatic Complex and the activities conducted therein. Nothing in this Lease

Agreement shall be construed to grant LESSEE a waiver from any such governmental requirements, including those of the LESSOR, in its municipal capacity.

13. Contributed Rent and Utilities

(a) On the terms and conditions set forth in this Lease Agreement, and in consideration of the LESSEE'S payment of rents and performance of all other obligations and terms of this Lease, as of the Effective Date, hereinafter defined, the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described herein for the Term of the Lease.

(b) LESSEE shall pay One Dollar (\$1.00) annually for use of the West Building and East Building equaling approximately 25,000 sf. as depicted in Exhibit "A" attached hereto.

LESSEE shall pay applicable taxes, assessments telephone, and broadband internet/cable. LESSEE agrees to pay LESSOR \$10,000 per year for utilities, including, but not limited to gas, water, sewer, air conditioning and electric. Payment shall be made in full on or before September 1, 2019 and every September 1st thereafter for the term of the Lease.

14. Term of Lease

The Term of this Lease commences on the "Effective Date", and runs for a period of thirty (30) years, unless the parties terminate the Lease earlier.

This Lease shall be effective as of the date in which the last party executes this Lease Agreement.

15. Amendment

It is agreed that no modification, amendment or alteration in the terms to conditions contained herein shall be effective unless approved by the Fort Lauderdale City Commission and contained in a written document executed with the same formality and of equal dignity herewith.

16. Assignment

LESSEE may not assign this Lease or any portion of its leasehold interest, without obtaining LESSOR'S prior written consent.

17. Notice

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 LESSOR/CITY:

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

WITH A COPY TO:

Parks and Recreation Department
South Side Cultural Arts Center
701 S. Andrews Avenue
Fort Lauderdale, Florida 33316

IF TO LESSEE

International Swimming Hall of Fame
1 Hall of Fame Drive
Fort Lauderdale, Florida 33316

18. Buildings

- (a) Operation. The LESSOR hereby grants LESSEE the right to operate the West Building and East Building as sites for the International Swimming Hall of Fame Museum. The LESSEE shall manage the buildings in accordance with its Charter and By-Laws and under the terms and conditions set forth herein and in the Agreement. LESSEE agrees to install appropriate and sufficient exhibitry in each building consistent with the prestige and purposes of the International Swimming Hall of Fame. LESSEE shall maintain all exhibitry in first-class condition and working order. The parties acknowledge that the buildings may at some future date require and undergo renovations.
- (b) Maintenance. LESSEE shall be responsible for and bear the costs of daily maintenance of each building and all minor repairs not to exceed \$5,000.00 per year, so as to keep the buildings in a first-class condition. LESSOR shall have the right to require a written accounting evidencing expenditures incurred by LESSEE for all repairs not to exceed \$5,000.00. LESSOR shall be responsible for and bear the costs of minor and major structural repairs and painting; provided, however, the LESSEE shall be responsible for and bear the costs of any rewiring and relocation of utilities desired by LESSEE and which substantially deviate from the approved building plan. The LESSOR agrees to maintain and repair the grounds, the interior and exterior of the International Swimming Hall of Fame east building and west building at its own expense. The term "maintain" shall mean the LESSOR shall provide landscaping services, preventative building maintenance, general repairs and such improvements needed to keep the buildings in a good condition.

- (c) Rates and Fees. LESSEE agrees that any rate for admission to the Hall of Fame, fees for rent or lease agreements paid by any vendor, concessionaire, exhibitor or any other firm, person or corporation using the premises, shall be subject to the approval of the City of Fort Lauderdale and will not be binding or enforceable unless such approval is given in writing by the LESSOR through its officials authorized to sign contracts on behalf of the LESSOR.
 - (d) Agreements. The LESSEE agrees that all agreements for use of the East Building or West building for a period of more than five (5) days shall not be binding or valid until approved by the City of Fort Lauderdale Director of the Parks and Recreation Department or his designee. Unless approved by the City, LESSEE shall not enter into agreements to lease or rent the complex, the aquatic complex, parking areas or surrounding grounds on the complex outside of the buildings leased to LESSEE.
 - (e) Banquet Hall. Excluding janitorial fees, LESSEE shall allow complimentary use of the banquet hall for special events held at the Aquatic Complex by LESSOR or for City related meetings. LESSOR shall be responsible for janitorial fees as a result of such use. Such permission by the LESSEE shall not be unreasonably withheld if such notice is received at least forty-five (45) days in advance and if the date requested is not in conflict with a planned activity.
19. Food and Beverage License. If LESSEE engages in the sale or distribution of any food or beverages, LESSEE shall obtain the required permits by the appropriate entity and shall comply with all applicable State, County and City health code requirements. LESSEE will be permitted to utilize outside space of the leased premises at the west and east ends of the Peninsula solely for ISHOF activities and functions. Such use shall not obstruct City operations, activities or events. LESSEE is not permitted to enter into any agreements for the use of this space without the approval of the City.

LESSEE'S INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Lessee, at the Lessee's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Lessee. The Lessee shall provide the City a certificate of insurance evidencing such coverage. The Lessee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Lessee for assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Liquor Liability

Lessee shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Lessee shall provide written documentation to confirm that coverage already applies to this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Lessee waives, and the Lessee shall ensure that the Lessee's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Business Personal Property

Coverage must be afforded for all contents owned or in the care, custody and control of the Lessee for loss from commercially insurable perils for not less than 100% of the replacement value.

Insurance Certificate Requirements

- a. The Lessee shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Lessee shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Lessee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Lessee shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Lessee's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Lessee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Lessee's expense.

If the Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Lessee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Lessee's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Lessee that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Lessee must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

The Lessee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Lessee's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Lessee's responsibility to ensure that any and all of the Lessee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Lessee.

LESSOR'S INSURANCE REQUIREMENTS

Property Coverage

The Lessor will provide coverage in an amount not less than 100% of the replacement value of the real property. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause

The Lessee shall, at the Lessee's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

20. Aquatic Complex and Pool Facilities

- (a) LESSOR shall continue to control and operate all pools and related facilities of the Aquatic Complex property.
- (b) LESSEE shall have the right to use the pool facilities and surrounding grounds of the property for its activities with written permission from the City of Fort Lauderdale Director of Parks and Recreation or his designee. Such permission shall not be unreasonably withheld if such notice is received at least forty-five (45) days in advance and if the date requested is not in conflict with a planned or contracted City event or activity. Payment of any and all additional expenses and costs related to LESSEE'S activities shall be the responsibility of the LESSEE.

21. Naming Rights – Presenting Sponsor

- (a) LESSOR and LESSEE will actively work together to solicit and secure a presenting sponsor for The Hall of Fame Aquatic Center, Fort Lauderdale. Subject to the approval by the Fort Lauderdale City Commission, the parties agree to include the Presenting Sponsor's name in the official naming of the property. Revenues shall be divided fifty-percent (50%) to the LESSEE and fifty-percent (50%) to the LESSOR, or other division, if mutually agreed to in writing by the parties.
- (b) LESSEE retains its rights to maintain its existing sponsorships and to continue exercising those rights exclusive of the Presenting Sponsor rights.

22. Sponsorships and Donations

- (a) LESSEE shall have the right to sell sponsorships for any equipment, fixture or facility located on the property, subject to final approval of the LESSOR, which approval shall not be unreasonably withheld. Net revenues derived from the sale of such sponsorships shall be divided fifty-percent (50%) to the LESSEE and fifty-percent (50%) to LESSOR. Net revenues means the gross amount received in consideration of such sponsorship from the sponsor, less the cost to prepare the sponsored equipment, fixture or facility.
- (b) The LESSOR agrees that direct donations to the LESSEE or donations solicited by LESSEE from private or public sources for LESSEE'S business operations in support of the International Swimming Hall of Fame Museum, will be the sole authority and responsibility of LESSEE, and such will not be subject to approval by the LESSOR.

- (c) The LESSEE agrees that in its solicitation of donations from private or public sources, it will do so only in its name and will not use the name of the City of Fort Lauderdale as a soliciting party. The LESSEE agrees, however that whenever it is practicable to do so, in all publicity and promotion activities, the location of the Hall of Fame will be identified with the City of Fort Lauderdale by appropriate reference.

23. Marketing

- (a) The parties agree that LESSEE will create and market annual exhibits and educational programs at promotional events for the Fort Lauderdale community on a semi-annual basis.
- (b) LESSOR will allow LESSEE to use wrap-around signage over the lower floor windows on the East building that will promote events at the Aquatic Complex. All signage shall be in compliance with the City of Fort Lauderdale's Code of Ordinances and the Unified Land Development Regulations (ULDR).
- (c) The parties agree that LESSEE will use its media platforms, including but not limited to, magazines, videos and social media to promote Aquatic Complex activities and the Aquatic Complex as a premier international destination and headquarters for the International Swimming Hall of Fame.
- (d) The parties agree that marketing rights are not exclusive to the LESSEE and that the LESSOR is also permitted to engage in marketing platforms that promote and enhance activities and exhibits for the benefit of the Aquatic Complex.

24. Programs and Events

- (a) LESSOR agrees to grant LESSEE the first right of refusal to provide aquatic sports apparel vendor rights, commencing October 2018 and hosted by the City of Fort Lauderdale's competitive swimming and diving teams at the Aquatic Complex. A mutually agreed upon fee shall be paid to the City/Team Booster Club at the established industry rate for similar events. Vending rights for events hosted by a National Governing Body (NGB) including but not limited to USA Swimming, USA Diving, YMCA of the USA, US Masters Swimming, and FINA shall be permitted as allowed per the conditions of each NGB event agreement with the City.
- (b) The parties agree net revenues derived from competition-related events hosted by LESSEE at the Aquatic Complex will be equally divided, fifty percent to LESSOR and fifty percent (50%) to LESSEE. The LESSOR and LESSEE will mutually agree upon and establish the responsibilities of each

party and tasks relative to hosting such events through a Memorandum of Understanding, including expenditures.

- (c) LESSEE will be allowed to host specified charitable fundraising events, such as swim-a-thons, at the aquatic complex provided the activities have a minimal impact on regular pool operations and do not increase the City's operating expenses. Such events shall require the approval by the City of Fort Lauderdale Parks and Recreation Director or his designee.
- (d) LESSEE will be allowed to host educational camps and clinics at the Aquatic Center to raise funds for the LESSEE, with thirty (30) days advance notice to the City of Fort Lauderdale Parks and Recreation Director or his designee and providing the activities have a minimal impact on regular pool operations.
- (e) LESSEE shall implement a community-centered athletic scholarship program for 2 outstanding swimmers, 2 outstanding divers, 2 outstanding water polo players, and 2 outstanding artistic swimmers, from its own funds on an annual basis, based on objective criteria, developed by the LESSEE in concert with the City's Parks and Recreation Director, or his designee, to further their quest for excellence in aquatic sports.
- (f) LESSEE will implement an annual 8 to 12 week Special Olympics Aquatics program that promotes learn-to-swim and competition in conjunction with the City Parks and Recreation Department and Florida Special Olympics.

25. Parking

- (a) LESSOR will provide sufficient parking permits for LESSEE'S personnel.
- (b) LESSOR will locate a parking kiosk at the West building, as a parking convenience to ISHOF museum patrons.
- (c) LESSOR will allow the reservation and complimentary use of the Aquatic Complex parking lot for the exclusive use by the Aquatic Complex and LESSEE during special events or meetings held at the pool or museum for designated guests, VIPs, Officials, Coaches, Volunteers, and Hall of Fame Inductees.

26. It is agreed by both parties that this agreement embodies the complete understanding of the parties and that there are no other oral or written agreements between the LESSOR and LESSEE of any force and effect, and that should the parties reach any further understanding or agreements, the same shall be reduced writing and be made a part, of this contract by appropriate amendment as needed from time to time.

27. This contract shall remain in full force and effect for a term of thirty-years (30) from the effective date hereof, unless terminated by the parties in accordance with the terms herein.
28. **PUBLIC RECORDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**
29. LESSEE shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 - (b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the LESSEE'S term and following completion of this Lease Agreement if the LESSEE does not transfer the records to the LESSOR.
 - (d) Upon completion of the Lease Agreement, transfer, at no cost, to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of this Lease Agreement, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of this Lease Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the City.

30. LESSEE understands that it is responsible for compliance with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126).
31. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.
32. This agreement shall be binding on both the LESSOR and the LESSEE, their successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

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

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Print Name

By _____
DEAN J. TRANTALIS, Mayor

Print Name

By _____
LEE R. FELDMAN, City Manager

ATTEST:

(SEAL)

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of
Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of
Florida.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

☒ Personally Known

LESSEE:

WITNESSES:

INTERNATIONAL SWIMMING HALL
OF FAME, INC., f/k/a Swimming Hall of
Fame, Inc. a Florida non-profit corporation.

[Witness print/type name]

BRENT RUTEMILLER, CEO

ATTEST:

[Witness print/type name]

BILL KENT, Chairman/President

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc. a Florida non-profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

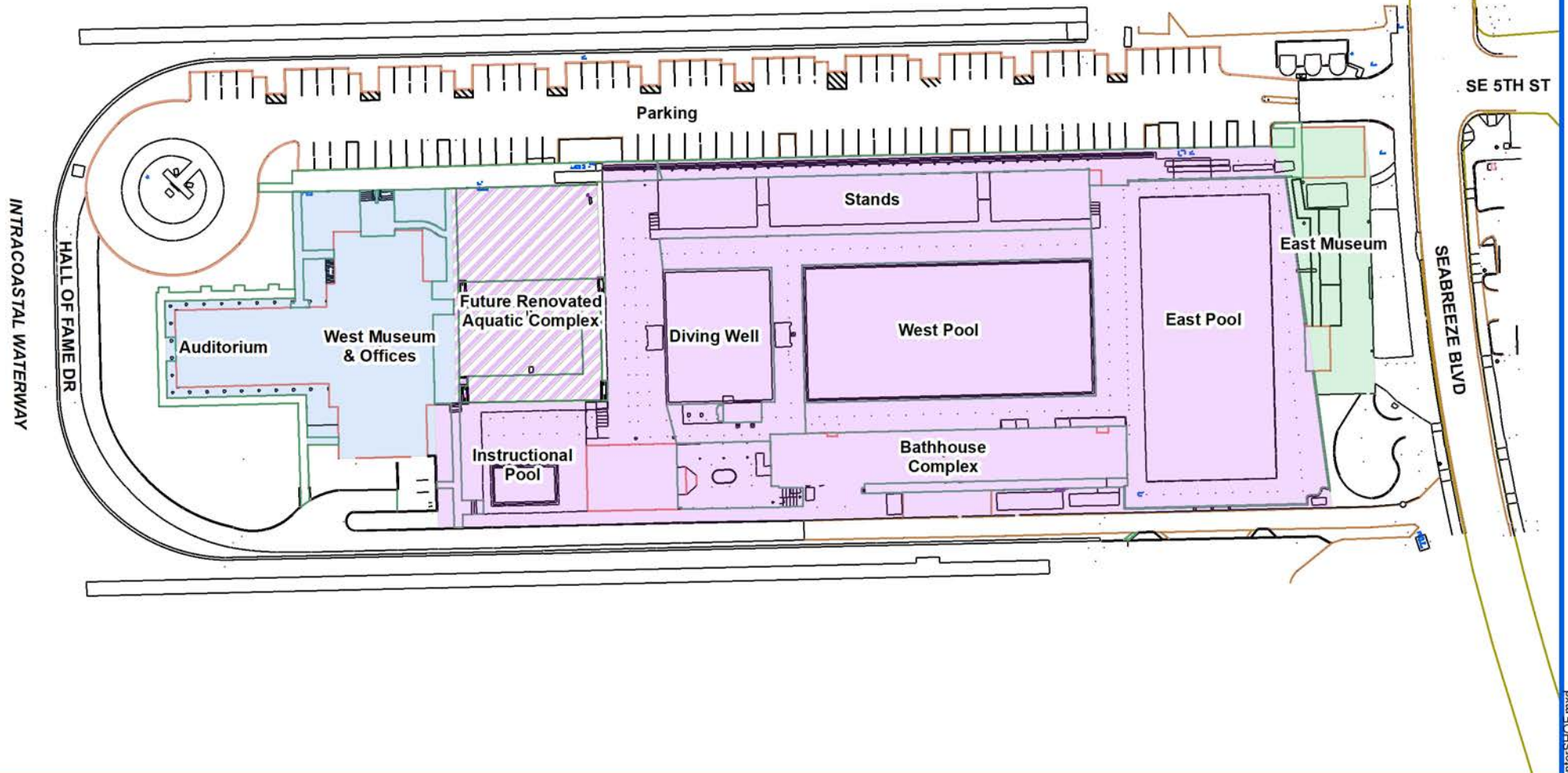
(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

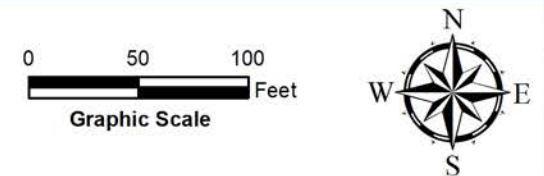
My Commission Expires: _____
Commission Number: _____

Exhibit A



Legend

- | | |
|---|--|
|  Aquatic Complex: |  East Museum Building |
|  Future Renovated Aquatic Complex |  West Museum Building |



CITY OF FORT LAUDERDALE

Fort Lauderdale Aquatic Complex & International Swimming Hall of Fame

GIS
Fort Lauderdale

CAM 18-0617
Exhibit 1/2018