

LEASE AGREEMENT
between
CITY OF POMPANO BEACH
and
BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.
No. 12228

THIS AGREEMENT made and entered into on _____, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, (hereinafter referred to as "LESSOR,"),

and

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC., a Florida nonprofit corporation, whose address is 877 NW 61st Street, Fort Lauderdale, Florida 33309, (hereinafter referred to as "LESSEE").

W I T N E S S E T H:

WHEREAS, the parties first entered into a Lease Agreement, dated July 27, 1973, which was followed by subsequent lease agreements, collectively, "Prior Leases," for city-owned property located in Pompano Beach, Florida; and

WHEREAS, LESSEE, at its sole expense, constructed a 18,330 sq. ft. building under building permit 74-3344 with a Certificate of Occupancy being issued October 3, 1979 on the city-owned property for the operation of the Thomas D. Stephanis Unit of the Boys and Girls Club of Broward County; and

WHEREAS, the most recent lease of the Prior Leases terminates on March 16, 2024; and

WHEREAS, the parties desire to enter into this new Lease Agreement ("Lease"); now, therefore,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. LEASE AND DESCRIPTION OF PREMISES.

LESSOR is the owner of that certain real property, as more particularly described in Exhibit "A" attached and made a part of this Lease, located at 212 NW 16th Street, Pompano Beach, FL 33060, consisting of 57,277.23 sq. ft. of land ("Property"), on which there is a (26) twenty-six space parking lot ("Parking Area") and 18,330 sq. ft. structure ("Building") constructed and solely owned by LESSEE. LESSOR leases to LESSEE the portion of the Property underlying the Building ("Premises"), consistent with the terms and conditions of this Lease. As used in this Lease, the term "Premises" or "Leased Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

2. TERM.

The term of this lease shall commence on the date of execution of this lease by all the parties ("Commencement Date") and end at midnight ten (10) years after the Commencement Date, ("the Term"), unless sooner terminated.

3. RENT.

The LESSEE agrees to pay to LESSOR, an annual rent, the total sum of Ten Dollars (\$10.00) plus tax, if any, payable in yearly installments of Ten Dollars (\$10.00) each, on the Commencement Date of this Lease Agreement and on each subsequent yearly anniversary of the Commencement Date, so long as this Lease Agreement is in full force and effect, and shall be payable at the following location:

Treasury Division
City of Pompano Beach
100 West Atlantic Boulevard, Suite 135
Pompano Beach, Florida 33060

4. ALTERATIONS TO AND USE OF PREMISES.

a. Use of Premises:

LESSEE shall use and occupy the Premises for the purpose of operating a center for youth ages 6 – 18 years old in the community that provides afterschool and summer youth services and programs focused on education, social recreations, health and physical education, leadership and citizenship development, cultural enrichment and counseling. LESSEE covenants that it will not, without written consent of the LESSOR, permit the premises to be used or occupied for any other purpose than that approved by LESSOR in writing, or by any person, firm, entity or corporation other than LESSEE and its agents unless specifically provided for in this Lease. LESSEE shall not permit the leased property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

b. Alterations:

LESSOR leases the Premises to LESSEE as is. LESSOR expressly disclaims any warranties or representations of any kind relating to the fitness, quality, adequacy or suitability of the Premises. It shall be the obligation and expense of LESSEE to conduct and perform any inspections, tests, surveys or other acts which are necessary to determine the fitness or use, if any, of such property for improvement. LESSOR further expressly disclaims any warranties or representations of any kind relating to zoning or platting regulations and requirements imposed by it or any local governmental authority, the availability or adequacy of utility service, or any other matter which may affect or is necessary for the proposed use of the Premises. It shall be the responsibility and expense of LESSEE to comply with and obtain, where necessary, the appropriate approvals, permits and any other matter which may be required to commence or complete construction on the Premises, including the payment of any fees which may be required or necessary to obtain approval for the construction on the Premises. The election by LESSEE to attempt any construction on Premises is at the sole risk and expense of LESSEE. To the extent that LESSOR approval or consent is required as a condition precedent to obtaining permission, permits or approval of matters necessary to construct improvements on the premises, LESSOR shall grant such approval where, in the opinion of LESSOR, such approval or consent is appropriate and consistent with any applicable law.

LESSEE shall not undertake any construction, improvements or alterations at a cost in excess of \$25,000.00 or which materially alter or affect the Premises without LESSOR's prior written consent, which consent may not be unreasonably withheld. Any improvements and alterations made shall remain on and be surrendered with Premises upon the expiration or termination of this Lease.

5. WARRANTIES OF TITLE AND QUIET POSSESSION.

LESSOR covenants that LESSOR is seized of the Property in fee simple and has full right to make this Lease and that LESSEE shall have quiet and peaceable possession of the Leased premises during the term of this Lease.

6. SURRENDER UPON TERMINATION.

LESSEE covenants and agrees to yield and deliver peaceably to LESSOR on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, possession of the Premises and all pavements, facilities and permanent improvements located on the Premises free of all encumbrances, in a good state of repair and in good and usable condition, subject to reasonable wear and tear. Ownership of all improvements including the Building and Parking Area shall transfer to the LESSOR upon termination or expiration of the Lease.

7. USES PROHIBITED.

LESSEE shall not use or permit the leased premises, or any part of them, to be used for any purpose other than the purpose for which the premises are leased. No use shall be made or permitted to be made of the premises or acts done, that will cause a cancellation of any insurance

policy covering the premises; nor shall LESSEE sell, or permit to be kept, used or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. LESSEE shall, at its sole cost, comply with all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the leased premises.

8. WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, LESSEE shall comply with all applicable laws affecting the leased premises, the breach of which might result in any penalty on LESSOR. LESSEE shall not commit or suffer to be committed any waste or nuisance on the Leased premises.

9. ABANDONMENT OF PREMISES.

LESSEE shall not vacate or abandon the premises at any time during the term of this Lease. If LESSEE abandons, vacates, or surrenders the leased premises, or is dispossessed by process of law or otherwise, any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned, at the option of LESSOR.

10. LESSOR'S RIGHT OF ENTRY.

LESSEE shall permit LESSOR and LESSOR's agents and employees to enter the leased premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to LESSEE for any loss of occupation or quiet enjoyment of the premises.

11. SUBLETTING AND ASSIGNMENT.

LESSEE shall not sublet the premises in whole or in part without LESSOR's consent. LESSEE shall not assign or transfer this Lease, or any interest in it, without LESSOR's prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of LESSOR, terminate this Lease.

12. NOTICES.

a. Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx and UPS, and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

TO LESSOR: City Manager
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33061

W/ COPY TO: City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., Suite 467
Pompano Beach, Florida 33061

TO LESSEE: The Administrative Office of
Boys & Girls Club of Broward County, Inc.
877 NW 61st Street
Fort Lauderdale, Florida 33309

b. The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. TAXES AND ASSESSMENTS.

a. LESSEE shall be responsible for all municipal, county and state taxes and assessments which may be assessed against the Premises during the term of this Lease which result from LESSEE's use of the Premises. LESSEE will be responsible for any taxes levied against the personal property and trade fixtures of LESSEE located in and about the Premises.

b. Notwithstanding the foregoing provision, either party shall, after notifying the other party of its intention to do so, has the right , to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

14. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. *Maintenance of Improvements.* Throughout the term of this Lease, LESSEE shall, at its own cost and without any expense to LESSOR, keep and maintain the premises. This includes, but is not limited to, all interior and exterior improvements, roofs, landscaping, and architectural improvements of every kind that may be a part of the premises and all appurtenances to the premises in good, sanitary and neat order, condition and repair. Except as specifically provided in this Lease, during the term of this Lease, LESSEE shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty or any other cause whatsoever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind whatsoever to the leased premises or improvements on it. LESSEE shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the premises, the improvements on the premises, or any activity or condition on or in the premises.

b. *Damage to and Destruction of Improvements.* The damage, destruction or partial destruction of any improvement that is a part of the premises shall not release LESSEE from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, LESSEE shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of LESSEE, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to LESSEE for repair or replacement.

c. *Damage or Destruction Occurring Toward End of Term.* Notwithstanding anything to the contrary in the immediately preceding paragraphs of this section, in case of damages to, or destruction of, any improvement on the premises from any cause so as to make it unleaseable occurring during the last six (6) months of the term of this Lease, either party may elect to terminate this Lease by written notice served on the other party within thirty (30) days after the occurrence of the damage or destruction. In the event of termination, there shall be no obligation on the part of LESSEE to repair or restore the improvements. On termination, LESSEE shall return the Premises to LESSOR as provided for below in Paragraph 19. Notwithstanding Paragraph 19, if LESSEE elects not to reconstruct the Building or Parking Area for the permitted use, the LESSEE shall be responsible for the demolition of the Building and removal of debris at its sole cost. On termination, rent and any other sums payable by LESSEE to LESSOR under this Lease shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, LESSOR shall rebate them for the unexpired period for which payment shall have been made. IF LESSEE elects to terminate this Lease LESSEE must reimburse LESSOR for the unamortized cost of any funds LESSOR has expended for repairs, maintenance or improvements to the Premises during the Term.

d. *Election Not to Terminate.* If, in the event of destruction or damage during the last six (6) months of the term of this Lease, LESSEE does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to LESSEE for repair or replacement, and LESSEE shall be obligated to repair the premises as provided above.

15. UTILITIES.

LESSEE shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and all other public utilities furnished to the premises throughout the term of this Lease, and all other costs and expenses in connection with the use, operation and maintenance of the premises and all activities conducted on the premises. LESSOR shall have no responsibility of any kind for any of those costs and expenses.

16. DISCHARGE OF OBLIGATIONS; NO LIENS.

a. During the Term of this Lease, LESSEE will discharge or cause to be discharged any and all obligations incurred by LESSEE that give rise to any non-consensual liens on the Premises, it being understood and agreed that LESSEE shall have the right to withhold any payment to discharge such lien (or to transfer any such lien to a bond in accordance with

Applicable Laws) so long as it is in good faith disputing liability for such lien or the lien amount, provided (i) such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute (pursuant to written escrow agreement to which the lienor is a party), (ii) such action does not result in LESSOR incurring any expense or liability that LESSEE does not agree to reimburse, and (iii) such action does not result in a lien or other encumbrance being recorded against the Premises. In the event LESSEE withholds any payment as described in this Lease and as a result a lien is imposed upon LESSEE's leasehold interest in the Premises which is not transferred to bond within ten (10) days of the imposition, it shall give written notice to LESSOR of such action and the basis, and LESSOR shall reasonably consent to an extension or deny same detailing the specific reasons for same.

b. The interest of LESSOR in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of LESSEE. This exculpation is made with express reference to Section 713.10, Florida Statutes. LESSEE represents to LESSOR that any improvements that might be made by LESSEE to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by LESSEE do not constitute the "pith of the lease" under applicable Florida case law. LESSEE shall notify every contractor making improvements to the Premises that the interest of the LESSOR in the Premises shall not be subject to liens.

c. If any lien is filed against the Premises for work or materials claimed to have been furnished to LESSEE, LESSEE shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to LESSEE. Further, LESSEE shall indemnify, defend, and save LESSOR harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by LESSOR as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of LESSEE.

17. INDEMNIFICATION OF LESSOR.

a. LESSEE shall indemnify, defend, save and hold harmless LESSOR, its Commissioners, officers, agent, employees and representatives, from and against all claims and demands of third persons, except those arising from gross and willful misconduct by LESSOR, including, but not limited to, the execution of this Lease, claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the Premises by LESSEE or with its consent or out of any acts or omissions of others upon the Premises with the consent of LESSEE, or arising or resulting from any breach or default by LESSEE or any of the obligations or duties assumed by or imposed upon it under this Lease, or indemnification arising by operation of law.

b. Further, LESSEE shall pay all costs incurred and reasonable attorneys' fees incurred by LESSOR in the event of a necessity to defend any claim, lawsuit or cause of action whatever against City arising out of the LESSEE's activities on the Premises or the execution of this Lease, be the same with or without merit. It is further understood that the above indemnification agreement extends to the act of invitees, licensees and trespassers upon the Premises leased, and LESSEE's obligations to indemnify LESSOR shall be cumulative with the

obligations of any assignee of LESSEE, absent a specific agreement to the contrary with LESSOR at the time of such assignment.

c. LESSEE further agrees to hold LESSOR harmless from any claim of lien by any contractor, subcontractor, material man or other person or firm or corporation whatsoever and LESSEE further agrees to hold LESSOR harmless and to reimburse LESSOR for all costs including cost of defense, attorneys' fees and other expenses in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of any construction whatever in connection with this Lease Agreement.

d. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.

18. ATTORNEY'S FEES.

In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

19. REDELIVERY OF PREMISES.

Upon the expiration or sooner termination of this Lease, LESSEE shall surrender the Premises to LESSOR in good order and condition subject to the provision provided for in this Lease. Any improvements on the Premises including permanent improvements and alterations made by LESSEE during the Term of the Lease shall remain on and be surrendered with the Premises at such time. Upon termination of the lease, the Lessee may remove all equipment and personal property owned by Lessee. The permanent improvements to the real property shall become the property of the LESSOR.

20. REMEDIES CUMULATIVE.

All remedies conferred on LESSOR shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

21. INSURANCE.

LESSEE shall carry Liability Insurance and casualty insurance for the Premises as provided in Exhibit "B" attached and made a part of this Lease.

22. PROHIBITION OF INVOLUNTARY ASSIGNMENT.

Neither this Lease nor the Leasehold estate of LESSEE nor any interest of LESSEE under the Lease in the Premises or in the improvements on the premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in

any manner whatsoever. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

23. NOTICE OF DEFAULT.

LESSEE shall not be deemed to be in default under this Lease unless LESSOR shall first give to LESSEE thirty (30) days' written notice of the default and LESSEE fails to cure the default within thirty (30) days or, if the default is of such a nature that it cannot be cured within such time, LESSEE fails to commence to cure the default within the thirty (30) day period and thereafter diligently pursue it and complete the same within ninety (90) days.

24. DEFAULT BY LESSEE.

a. *Acts Constituting Default.* LESSEE will be considered to be in default of this Lease if any one or more of the following events shall occur:

i. if LESSEE fails to pay any Rent or any other payment due under this Lease within thirty (30) days after the same becomes due;

ii. if LESSEE voluntarily abandons, deserts or vacates the Premises or discontinues its operation of the use of the premises as set forth in Paragraph 4 (a) absent a force majeure;

iii. if LESSEE fails to perform and observe each and every other promise, covenant and agreement set forth in this Lease, performed or observed prior to the later of (a) thirty (30) days after LESSOR gives written notice of such failure, or (b) if thirty (30) days is not a reasonable time to complete such performance, but LESSEE commences such performance during such thirty day period, and thereafter diligently pursues it, ninety (90) days after LESSOR gives such notice.

b. *Remedies in Event of Breach.*

i. In the event of any breach of this Lease by LESSEE, LESSOR, in addition to the other rights or remedies LESSOR may have, shall have the immediate right of reentry and may remove all persons and property from the Premises pursuant to any Court Orders including injunctive relief. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, LESSEE. Should LESSOR elect to reenter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, LESSOR may terminate this Lease.

ii. No reentry or taking possession of the Leased premises by LESSOR shall be construed as an election on the part of LESSOR to terminate this Lease unless a written notice of LESSOR's intention to terminate this Lease is given to LESSEE or unless the termination of the Lease is decreed by a court of competent jurisdiction.

iii. Should LESSOR at any time terminate this Lease for any breach, in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages incurred by reason of the breach, including the cost of recovering the premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR.

25. DEFAULT BY LESSOR.

If LESSOR fails to perform any obligation of LESSOR under this Lease on or before the later of (a) thirty (30) days after LESSEE gives written notice that such performance is due, or (b) if thirty (30) days is not a reasonable time to complete such performance, but LESSOR commences such performance in such thirty (30) day period and thereafter diligently pursues it, ninety (90) days after LESSEE gives such notice, LESSOR shall be deemed in default. Until such time, LESSOR shall not be deemed to be in default and LESSEE shall have no remedy against LESSOR for such failure. Upon default, LESSEE may (a) institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) LESSEE may, after thirty (30) days written notice of such intent to the LESSOR, comply with the agreement or correct any such breach and the costs of such compliance shall be payable on demand by LESSOR.

26. NET LEASE AGREEMENT.

This net lease agreement is an absolute net lease, and the LESSEE assumes and agrees to pay and perform all payments, expenses, duties and obligations with relation to the leased Premises, the improvements and appurtenances, and the maintenance and operation of each, whether such duties and obligations would otherwise be construed to be those of the LESSOR or the LESSEE, so that no matter from what source arising, if anything shall be required to be done in, upon or about the leased premises, the improvements or appurtenances, the same shall be done and fulfilled at the sole expense and responsibility of the LESSEE, without any expense, liability or obligation whatsoever to or on the LESSOR, except for such obligations and expenses as are expressly assumed by the LESSOR.

27. USE OF ADJACENT PARK AND ATHLETIC FIELDS

LESSEE presently has and shall continue to have the priority over all non-City entities for the use of the adjacent park and its athletic fields. The City of Pompano Beach Parks and Recreation Department is authorized by the LESSOR to coordinate and make a final determination regarding the use of the adjacent park and athletic fields. Should the LESSEE desire to use the adjacent park and athletic fields, the Parks and Recreation Department shall be contacted to make a field reservation.

28. EFFECT OF EMINENT DOMAIN.

a. *Effect of Total Condemnation.* In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and LESSEE shall then be released from any liability accruing under this Lease after that date.

b. *Effect of Partial Condemnation.*

i. In the event a portion of the Leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by LESSEE, or if the remainder of the property is not one undivided parcel of property, LESSEE shall have the right to terminate this Lease as of the date of the taking on giving to LESSOR written notice of the termination within thirty (30) days after LESSOR has notified LESSEE in writing that the property has been appropriated or taken.

ii. In the event of partial taking and LESSEE does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by LESSEE during the remainder of the term shall continue in the manner provided for above in Paragraph 3.

c. *Condemnation Award.*

i. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings LESSOR and LESSEE shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking

ii. In the event of a partial taking of the Premises and this Lease is not terminated, then LESSEE shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the leased premises by LESSEE at the LESSEE'S sole cost and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

29. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing subleases or subtenancies, or may, at the option of LESSOR, operate as an assignment to it of any or all such subleases or subtenancies.

30. WAIVER.

The waiver by LESSOR of, or the failure of LESSOR to take action with respect to, any breach of, any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant, condition or subsequent breach, or of any other term, covenant or condition contained in the Lease. The subsequent acceptance of rent under this Lease by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of the preceding breach at the time of acceptance of rent.

31. EFFECT OF LESSEE'S HOLDING OVER.

Any holding over after the expiration of the term of this Lease, with consent of LESSOR, shall remain in possession of the Leased Premises. A Holdover will not be deemed or construed to be a renewal or extension of the Lease. Any Holdover by LESSEE shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing thirty (30) calendar days written notice to the other Party. If the Parties mutually consent to enter into a new Lease, LESSOR shall be precluded from exercising its rights to terminate a Holdover in the interim between the expiration of this Lease and the execution of the new Lease, but not where the interim exceeds ninety (90) days from expiration of the Lease.

32. PARTIES BOUND.

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties to this Lease. All of the parties to this Lease shall be jointly and severally liable under the Lease.

33. GOVERNING LAW; VENUE

This Lease, including any exhibits or amendments, if any, and all related matters (whether in contract, statute, tort or otherwise), shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Lease, or the Parties' relationship shall be decided by the laws of the State of Florida. The Parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Broward County, Florida.

34. TIME OF THE ESSENCE.

Time is of the essence of this Lease and of every covenant, term, condition and provision of this Lease.

35. RADON GAS.

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISK 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 THE BROWARD COUNTY PUBLIC HEALTH UNIT.

36. AUDIT RIGHTS AND RETENTION OF RECORDS.

Each Party shall have the right to review and audit the books, records, and accounts of either Party that are related to the Leased Premises or this Lease. In the event that either Party provides funding to the other party related to the Leased Premises or this Lease, in the future, the funding Party shall have an audit right specifically related to the funding provided to that Party. The requesting Party must provide the other Party with prior written notice of its intent to review or audit, or both, at least thirty (30) calendar days before exercising its rights under this Section.

Each Party shall keep such books, records, and accounts as may be necessary to document the Party's activities, and all the monies received, under this Lease ("Records"). All Records shall be kept in accordance with generally accepted accounting principles, and made available to the requesting Party at no cost, in written form, and within a reasonable time after it receives the written request.

All Records shall be maintained for a period consistent with the requirements of the State of Florida's public records law, if applicable, and, at least three (3) years after the expiration of this Lease.

This Section and its obligations shall survive the expiration or earlier termination of this Lease.

37. SECTION CAPTIONS.

The headings and captions contained in this Lease Agreement are inserted for convenience only and are not to be deemed part of or to be used in construing this Lease Agreement.

39. ENTIRE AGREEMENT.

This Lease Agreement, including the exhibits, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease Agreement may be modified only by a written agreement signed by the parties.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on their behalf by their respective undersigned, duly authorized officers the day and year first above written.

"LESSOR":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved by:

MARK BERMAN, CITY ATTORNEY

"LESSEE"

Witnesses:

Michele Clarke
Signature

MICHELE CLARKÉ
Print Name

Dalrie McIntosh
Signature

DALRIE MCINTOSH
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.
a Florida nonprofit corporation

By: Chris Gentile

Print Name: CHRIS GENTILE

Title: CO-CEO

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11th day of MARCH, 2024, by CHRIS GENTILE, as CO-CEO of the Boys & Girls Clubs of Broward County, Inc., a Florida nonprofit corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

MATTHEW ORGAN
NOTARY PUBLIC, STATE OF FLORIDA

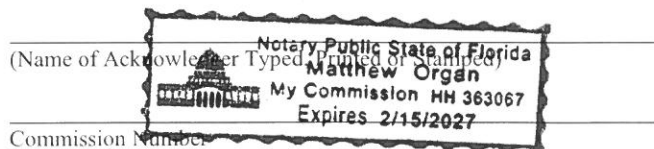
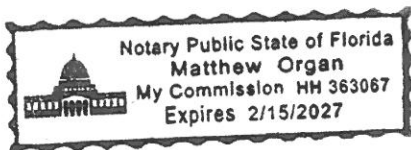


EXHIBIT "A" – PREMISES



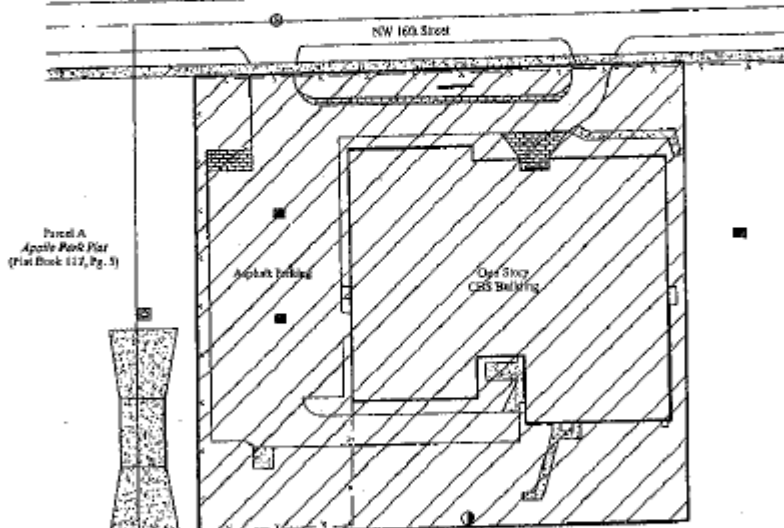

	MUNSON DESIGN AND CONSULTING, INC.	8910 N.W. 21 COURT CORAL SPRINGS, FL. 33071 PHONE: 954-340-5281 FAX: 954-340-9479 LB # 7958												
PROJECT ADDRESS: 212 NW 18TH STREET POMPANO BEACH, FL.	CITY OF POMPANO BEACH BOY'S AND GIRL'S CLUB	Sheet 1 of 3												
 <p style="text-align: center;">LOCATION SKETCH NTS</p>														
														
SURVEYOR'S NOTES: <ol style="list-style-type: none"> 1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat. 2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch. 3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida. 														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th> <th style="width: 60%;">REVISIONS</th> <th style="width: 30%;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		No.	REVISIONS	DATE										<div style="border: 1px solid black; padding: 5px; text-align: center;"> NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER </div> <div style="text-align: center; margin-top: 10px;">  11-19-13 DENNIS J. GABRIELE Professional Surveyor and Mapper NO. LS 5709 State of Florida </div>
No.	REVISIONS	DATE												
JOB NO. 13-1012 DRAWN BY: MRK QC: DJG SCALE: NTS														

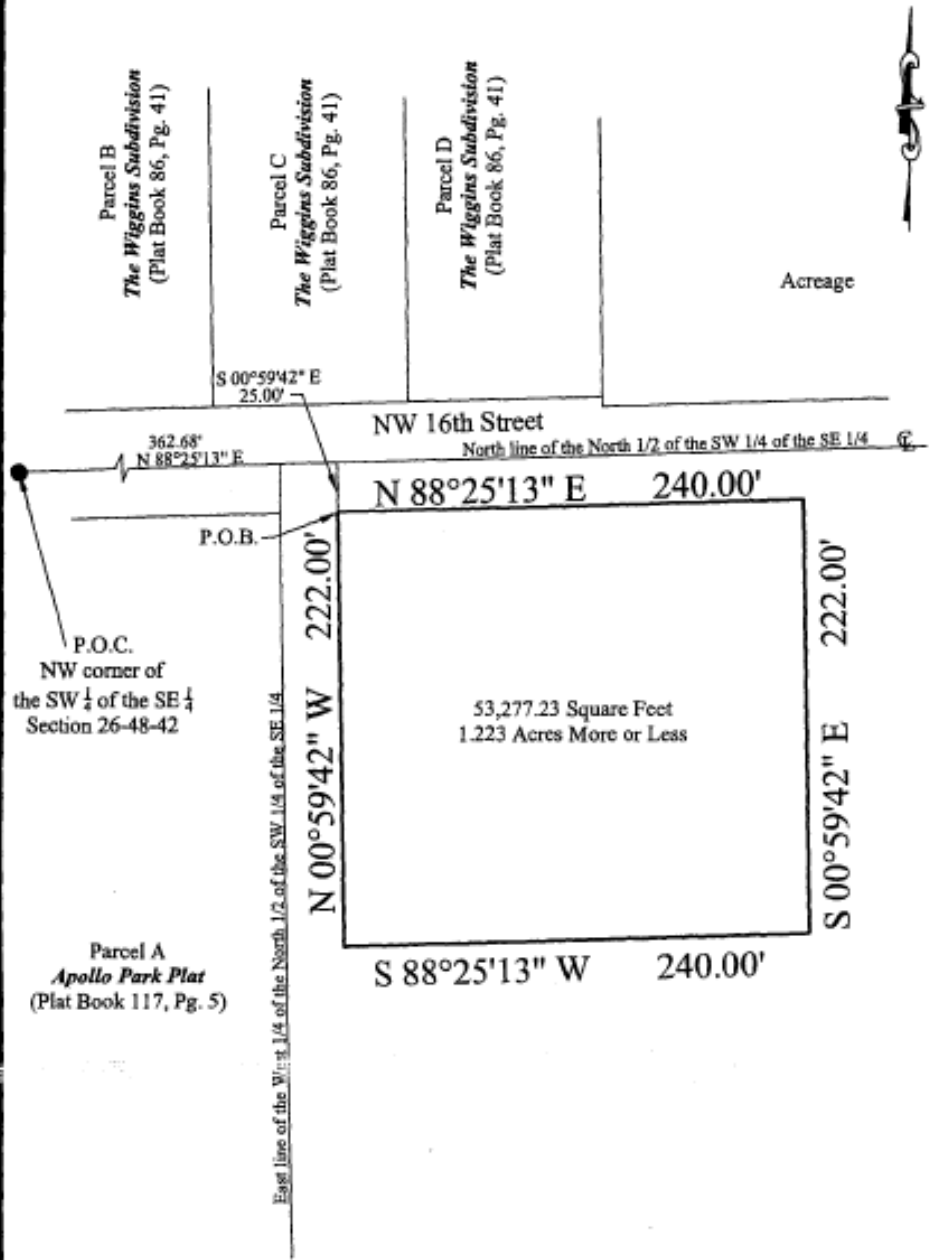
Exhibit A



MUNSON DESIGN AND
CONSULTING, INC.

8910 NW, 21 COURT
CORAL SPRINGS, FL, 33071
PHONE: 954-340-5291
FAX: 954-340-9479
LB # 7068

Sheet 2 of 3



Legend

P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
B.C.R. = Broward County Records
P.B. = Plat Book
Pg. = Page

Exhibit A



MUNSON DESIGN AND
CONSULTING, INC.

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PHONE: 954-340-5291
FAX: 954-340-9479
LB # 7958

Sheet 3 of 3

LEGAL DESCRIPTION

A PORTION OF THE WEST $\frac{1}{4}$ OF THE NORTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST;
THENCE, NORTH $88^{\circ}25'13''$ EAST, ALONG THE NORTH LINE OF THE NORTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 362.68 FEET;
THENCE, SOUTH $00^{\circ}59'42''$ EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;
THENCE, NORTH $88^{\circ}25'13''$ EAST, PARALLEL WITH SAID NORTH LINE OF THE NORTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 240.00 FEET;
THENCE, SOUTH $00^{\circ}59'42''$ EAST, A DISTANCE OF 222.00 FEET;
THENCE, SOUTH $88^{\circ}25'13''$ WEST, A DISTANCE OF 240.00 FEET;
THENCE, NORTH $00^{\circ}59'42''$ WEST, PARALLEL WITH THE EAST LINE OF THE WEST $\frac{1}{4}$ OF THE NORTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 53,277.23 SQUARE FEET (1.223 ACRES) MORE OR LESS.

EXHIBIT "B"

INSURANCE REQUIREMENTS

LESSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

LESSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LESSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LESSEE under this Agreement.

Throughout the term of this Agreement, LESSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LESSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LESSEE's negligent acts or omissions in connection with LESSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		Limits of Liability	
GENERAL LIABILITY:		Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis			
XX	comprehensive form	bodily injury and property damage	
XX	premises - operations	bodily injury and property damage	
—	explosion & collapse hazard		
—	underground hazard		
XX	products/completed operations hazard	bodily injury and property damage combined	
XX	contractual insurance	bodily injury and property damage combined	
XX	broad form property damage	bodily injury and property damage combined	
XX	independent LESSEEs	personal injury	
XX	personal injury		
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:		Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.	
XX	comprehensive form		
XX	owned		
XX	hired		
XX	non-owned		

REAL & PERSONAL PROPERTY			
—	comprehensive form	Agent must show proof they have this coverage.	

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, LESSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LESSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LESSEE, the LESSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LESSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LESSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LESSEE enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 33487-2730	CONTACT NAME: Danielle Maschenic PHONE (A/C, No, Ext): (561) 994-9994 FAX (A/C, No): (561) 997-7087 E-MAIL ADDRESS: dmaschenic@beacongrouppinc.com
INSURED Boys & Girls Clubs of Broward County, Inc. 877 NW 61st Street Fort Lauderdale FL 33309	INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: The North River Insurance Company INSURER C: Technology Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL234112100

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		506-906425-8	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			506-906425-8	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			582-121059-3	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC4230887	04/01/2023	04/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy form that applies: CG2026 1219

APPROVED

By Edgar P. Alba at 1:10 pm, Apr 11, 2023

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 1801 N.E. 6th Street Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE A072032
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