

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

5

Meeting Date: January 19, 2016

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO
EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY AND ROCK ROAD RESTORATION
HISTORICAL GROUP, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.

Summary of Purpose and Why:

The Pompano Beach Community Redevelopment Agency desires to enter into a lease agreement with Rock Road Restoration Historical Group, Inc. to occupy office and exhibition space located at 353 Hammondville Road, also known as The Ali. The building renovation and site construction was completed and a grand opening event was held in November of 2015. On December 15, 2015, the CRA Board approved a Form of Application and Use Agreement, Rules and Regulations and a rental Facility Fee Schedule for The Ali. The deal terms and negotiations between CRA Staff and Rock Road Restoration Historical Group, Inc. have concluded and the Lease Agreement is presented before the CRA Board for consideration and approval. The initial term of the lease will be 5 years with two renewal options of 5 years each for a total of 15 years at a rate of \$1/year.

CRA Staff recommends approval.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

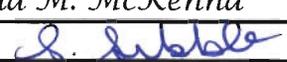
- (1) Origin of request for this action: CRA staff
- (2) Primary staff contact: Nguyen Tran Ext. 7769
- (3) Expiration of contract, if applicable: January 31, 2021
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
_____	_____	_____	_____
_____	_____	_____	_____

- CRA Executive Director
- CRA Attorney
- Finance Director



Claudia M. McKenna



No previous action

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u> Results: _____	<u>Consideration</u> Results: _____	<u>Other:</u> Results: _____
_____	_____	_____



P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

Date: January 12, 2016

To: Chris Brown, CRA Co-Executive Director
Kim Briesemeister, CRA Co-Executive Director

From: Nguyen Tran, Northwest CRA Director

Subject: Lease Agreement between Pompano Beach Community Redevelopment Agency and Rock Road Restoration Historical Group, Inc., for space located at 353 Hammondville Road (aka The Ali)

Background

Between the years of 2009 to 2013, Mobrad, LLC, a firm headed by Carlton Moore, provided community liaison and project management services to the CRA within the Northwest CRA Community. As part of the project management scope of services, Mr. Moore was tasked with finding and vetting individuals and/or organizations to lease office space within the Ali building once renovations have been completed. The vetting process resulted in two tenants, Ashanti Cultural Arts and Enrichment, Inc. and Rock Road Restoration Historical Group, Inc. Renovations were completed on the Ali site in the Fall of 2015 and a three day grand opening event was held on the weekend of November 5, 2015. At its meeting of December 15, 2015, the CRA Board approved the Form of Application and Use Agreement, the Rules and Regulations and a rental Facility Fee Schedule for The Ali.

The Cultural Arts Center was envisioned to be a cultural hub for the performing arts and the renovated Ali Building was designed to preserve the local history and promote performing arts education. The newly renovated two-story building contains a lobby area, a multi-purpose room, gallery space, a kitchen prep room, a concession room and bathrooms on the first floor. The second floor contains 4 offices, gallery space, exhibition space, conference room, a sound deck and a unisex bathroom. The CRA reserved two offices for facility management purposes; thereby leaving 2 offices available to be leased.

Rock Road Restoration Historical Group, Inc. will lease space labeled "Office 4" for Administrative operations and the space labeled "Exhibit Space" for permanent exhibition space as shown on Exhibit B of the Lease. The initial term of the lease will be five (5) years with two





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renewal options of five (5) years each for a total of 15 years. Rent is set at \$1/year for the initial term of the lease to assist in the incubation and growth of the organization. Before the CRA Board for consideration is the Lease Agreement between the Pompano Beach Community Redevelopment Agency and Rock Road Restoration and Historical Group, Inc.

CRA Staff recommends approval.



RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ROCK ROAD RESTORATION HISTORICAL GROUP, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Lease Agreement between the Pompano Beach Community Redevelopment Agency and Rock Road Restoration Historical Group, Inc., relating to the property located at Ali Cultural Arts Center, 353 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida (the Agreement), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement, together with such other documents as may be required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of January, 2016.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

**Pompano Beach Community Redevelopment Agency
ALI CULTURAL ARTS /LEASE AGREEMENT**

Tenant: **Rock Road Restoration Historical Group, Inc.**
Address: 1808 NW 6th Ave
Pompano Beach, FL 33060
Attention: Hazel Armbrister
Telephone No. 954-943-6511

This Lease Agreement (Agreement) is entered into between **Pompano Beach Community Redevelopment Agency** ("CRA") and **Rock Road Restoration Historical Group, Inc.** (Tenant).

INTRODUCTION

The mission of the Ali Cultural Arts Center is to celebrate the history and culture of the African American community in Pompano Beach and to enhance local access to cultural activities, with a focus on dance, music and the spoken word. Because of Tenant's unique commitment to the mission of The Ali, the CRA is willing to lease space to Tenant on the following terms and conditions:

1.0 TERM: The premises are leased for the following term: February 1, 2016 through January 31, 2021 with an option to renew for two additional five (5) year periods until January 31, 2021 upon written notice given to the CRA thirty days prior to the lease expiration date. The Term is subject to the termination rights of the CRA.

2.0 THE FACILITIES. The CRA owns a two story building and associated facilities including a parking lot, outdoor stage, and patio audience area described on the site plan attached hereto as Exhibit "A". The facilities are called the "Ali Cultural Arts Center" (The Ali), located at 353 Dr. Martin Luther King, Jr. Blvd. Pompano Beach, Florida, 33060. .

3.0 THE PREMISES. Tenant will lease office space on the 2nd floor labeled "Office 4" and space labeled "Exhibit Space" (the Premises). Tenant will be allowed to use the wall space labeled as "Gallery" on the 2nd Floor Plan for additional exhibit space as long as the proposed use has been coordinated with the CRA. The 1st Floor Plan and Second Floor Plan is attached to this Agreement as Exhibit "B." Tenant will have access and use of the Premises subject to the Rules and Regulations of The Ali.

CRA will reserve office space labeled "Office 1" and "Office 3" on the 2nd Floor Plan shown on Exhibit "B" for management purposes. The use of shared spaces shall be by reservation appointment only and approval by the CRA. Tenant will have access and use of space labeled "Conference Room" on the 2nd Floor Plan for a total of 3 hours per

month. Tenant will also have access to space labeled "Coffee" on the 1st Floor Plan as attached here to as Exhibit "B".

4.0 RENT. The annual rental to be paid by the Tenant to the CRA for the term of this Lease shall be the sum of \$ 1.00 per year from February 1, 2016 to January 31, 2021 for a total annual payment (Total Annual Payment) of \$5.00. Tenant agrees to pay to the CRA the Total Annual Payment in advance without demand; the Total Annual Payment can be paid in person Monday through Friday 10:00am – 6:00pm and by mail at CRA, 100 NW Atlantic Boulevard, Suite 276, Pompano Beach, FL 33060. The annual rental for any renewal periods will be negotiated by the parties prior to the commencement of any renewal period.

Rent must be actually received by the CRA, or its designated agent, in order to be considered in compliance with the terms of this agreement.

5.0 CRA CONTRIBUTION TO TENANT. The CRA will fully furnish the Premises with the following: desk, desk chair and display case. Tenant acknowledges that all such furniture, fixtures and equipment is owned by the CRA and shall remain the property of the CRA. During the Term, the CRA will collaborate with Tenant to sponsor various events, such as lectures and exhibitions that will foster the mission of The Ali.

6.0 SECURITY DEPOSIT. The CRA shall hold a security deposit in the amount of \$100.00, in a separate account in a Florida banking institution as required by Florida Statutes Section 83.49 and at the termination of the agreement, may withhold a portion of, or all of the security deposit for damage caused by Tenant, as provided by law. The security deposit shall be held by the CRA without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Tenant may not use said deposit for rent owed during the term of the lease. Within 15 days of the Tenant vacating the premises, the CRA shall furnish Tenant with a written statement indicating any amounts deducted from the security deposit and returning the balance to the Tenant.

7.0 SIGNAGE. The Tenant may elect to have the name of its organization displayed within a directory in the Lobby Reception area located towards the rear of the historic Ali Cultural Arts building. The main building signage at The Ali will be subject to City regulations and placed either on the building or on the monument sign near the sidewalk towards the front of the building. *Re-sign*

8.0 USE OF PREMISES. Tenant shall use the Premises for the purposes of Historic Preservation such as cultural exhibitions and administrative office, as part of the "Tenant" mission. As the space is located in a public facility, the Tenant shall insure that cultural exhibits are accessible to the public, and that exhibits promote and appeal to the diverse demographic population of Pompano Beach. Tenant shall insure a high quality cultural exhibits is displayed at all times. Prior to commencing any other use than those described herein on the Premises, the Tenant shall first obtain the written consent of the CRA. Such consent shall not be unreasonably withheld. Tenant shall not use or

permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body. Tenant shall not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to CRA or Ali's other tenants, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises. Tenant shall not use or permit the use of the Premises or any part thereof for any religious or social service programming. Tenant shall reserve any shared spaces for Tenant's cultural activities or meeting with the CRA's prior written approval.

8.1 Tenant acknowledges and agrees that, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, or times of emergency, the building in which the Premises are located shall remain open to the public from Tuesday through Saturday or by appointment and that the general public shall have secure access to the Premises at above listed days of operation.

9.0 Insurance. Tenant shall, at its expense, procure and continue in force commercial general liability insurance with a limit of not less than Two Hundred Thousand (\$200,000) Dollars per occurrence, Three Hundred Thousand Dollars (\$300,000) in the annual aggregate, or such greater amounts as may be required by the CRA from time to time in accordance with industry standards. All personal property of Tenant located in the Premises shall be placed therein at Tenant's sole risk and the CRA shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Tenant. Tenant shall also procure and maintain throughout the Term a comprehensive property policy, including special perils insuring all of Tenant's property and all improvements in an amount which will insure the replacement value of Tenant's property and the improvements. In addition, if the Tenant intends to serve alcoholic beverages at any of its events, functions and lectures, Tenant shall procure and continue in force a Host Liquor Liability policy with a limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, One Million (\$1,000,000) Dollars in the annual aggregate, or such greater amounts as may be required by Tenant from time to time in accordance with industry standards.



Any insurance policies hereunder will name the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach as additional insureds and Tenant will furnish the CRA and City of Pompano Beach evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by CRA. All such policies shall specify that the insurer shall have no right of subrogation against CRA and the City of Pompano Beach for payments of any premiums or deductibles there under and such insurance policies shall be assumed by, credited to the account of, and undertaken at the insurers' sole risk. All such insurance will be with an insurance carrier acceptable to CRA and who must have a rating of no less than

"excellent" by A.M. Best. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to the CRA.

Upon the default of Tenant in effecting any such insurance, the CRA may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by CRA, together with the interest thereon from the date of such payment at the rate of 10% per annum, shall be additional Rent hereunder, and shall be paid with the next and subsequent installment of fixed Rent, which shall become due after such payment by the CRA, it being expressly agreed that the payment by the CRA of any such premium shall not be deemed to waive or release the default in the payment thereof by Tenant, or the right of Tenant to take such action as may be permissible hereunder, as is the case of default in the payment of fixed Rent.

Tenant will cooperate with the CRA in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to the CRA such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Tenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, the CRA in addition to any other remedies, may, as the agent or attorney in fact of Tenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to the CRA for the collection of such insurance monies, and Tenant hereby irrevocably nominates, constitutes and appoints the CRA, Tenant's proper and legal attorney in fact for such purpose, hereby ratifying all that the CRA may do as such attorney in fact of Tenant. The CRA will cooperate with Tenant in the same manner and to the same extent as Tenant is required to cooperate hereunder.

10.0 LANDLORD'S RIGHTS & REMEDIES

10.1 DEFAULT

10.1.1 If the CRA has sent to Tenant, at any time during the Term, two notices for the same type of lease violation irrespective of whether such violation may have been cured at the time of receipt of the notice (a "Repeat Violation").

10.2 If Tenant should default in any of Tenant's obligations under this Lease, then the CRA may give written notice to Tenant of such default and Tenant may cure such default for a period of seven (7) days from the date of the notice (excluding Saturdays, Sundays, and holidays); provided, however, that if Tenant shall have abandoned the Premises, the CRA shall not be required to give any notice to Tenant or to wait any period of time, but may immediately deem this Lease terminated.

10.3 If Tenant fails to cure such default within such 7 day period, or if this is a Repeat Violation, then the CRA, at the CRA's sole option, shall have the following options:

10.3.1. Retake and recover possession of the Premises, terminate this Lease and retain Tenant's Security Deposit.

10.3.2. Retake and recover possession of the Premises, without terminating this Lease, in which event the CRA may re-rent the Premises as agent for and for the account of Tenant, and recover from Tenant the difference between the rental herein specified and the rent provided in such re-rental, less all of the CRA's costs and expenses of re-renting, including, without limitation, attorneys' fees plus all other sums due hereunder.

10.3.3. Permit the Premises to remain vacant in which event Tenant shall continue to be responsible for all rent and other payments due hereunder.

10.3.4. Retake and recover possession of the Premises, and accelerate and collect all rent due hereunder for the balance of the Term.

10.3.5. Take any other action as may be permitted at law or in equity.

10.4 All of the CRA's remedies herein shall be cumulative. The CRA's choice to pursue any one remedy shall not preclude the CRA from pursuing any other remedy which is not by its nature absolutely incompatible with any previously or contemporaneously elected remedy.

10.5 Tenant agrees that the breach of any covenant or provision of this Lease shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Tenant of the Premises within the meaning of the statutes of the State of Florida.

11.0 REHABILITATION OF PREMISES

11.1 It is understood and acknowledged by Tenant that the CRA may rehabilitate the Premises or the building in which the premises are located in case of fire or other destructive disaster. During any such rehabilitation, Tenant agrees to vacate the space presently leased to Tenant to allow rehabilitation to continue in a timely fashion. Should Tenant and the CRA not agree on a space to relocate Tenant for the period of rehabilitation, then the CRA, at its sole discretion, may terminate this Lease as provided herein.

11.2 If the CRA desires to make changes to the premises because of program changes, the Tenant agrees to cooperate with the CRA in accommodating the

physical changes. The CRA will provide a temporary office either within the premises or in close proximity of the premises.

12.0 HOLDING OVER. In case of holding over by Tenant after expiration or termination of this Lease, Tenant shall be deemed at sufferance and will be liable for CRA's damages due to such holdover. No holding over by Tenant after the term of this Lease shall operate to extend the Lease, except that the CRA, at its option, by written notice to Tenant, may elect to consider Tenant's withholding of the Premises as a holdover of this Lease and treat Tenant as a Tenant for another year on the same terms and conditions as are contracted in this Lease, in which case the total rental shall be double the rate stipulated herein. The foregoing shall not apply to a Tenant who has appealed an adverse jury decision during the time of such appeal and for a period of thirty (30) days after any adverse final decision; such a Tenant shall be treated as a Tenant on a month to month basis.

13.0 INDEMNITY. Tenant hereby agrees to defend, pay, indemnify and save the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach free and harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission or negligence of Tenant in, upon, at, or from the Premises or its appurtenances. This indemnification applies to Tenant's use of the Facilities as well as the Premises.

14.0 MISCELLANEOUS TERMS & CONDITIONS

14.1 PARTIAL INVALIDITY. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

14.2 TENANT DISPUTES. Should Tenant and any other Tenant in the building in which the Premises is located be unable to agree by and between themselves as to disputes arising out of the Lease and/or the operations of the building, then in that event, the Pompano Beach Executive Director or designee, shall mediate such disagreement.

14.3 COMPLETE AGREEMENT. This Lease, together with any written attachments or schedules, constitutes the entire agreement between the parties. It shall be binding upon each party's heirs, successors, administrators, and assigns. There are no oral understandings, terms, or conditions, and neither

party has relied upon any representation, express or implied not contained in this Lease or the aforesaid simultaneous writings. All prior understandings, terms, covenants, and conditions are deemed merged in this Lease. This Lease cannot be modified or supplemented except in writing signed by both parties. Paragraph headings are for the convenience of the parties only, and shall not be deemed to modify or determine the provisions of this lease. This agreement shall be governed by the laws of the state of Florida applied to agreements wholly negotiated, executed, and to be performed in that state.

15.0 OCCUPANTS. The Premises shall not be occupied by any person or persons other than those designated above as Tenant or the organization's representative. Tenant shall not sublet or assign the Premises or any part thereof to any person or persons at any time.

Tenant shall abide by and comply with all rules and regulations of the CRA in respect to the Premises, and the Facilities, as well as comply with all ordinances and laws of all municipalities having jurisdiction of the Premises. No immoral or unlawful practice or act shall be committed in and upon the Premises. Tenant shall not maintain or make use of the Premises in any manner whatsoever which causes an increase in insurance rate of the Premises or the Facilities, and, in the event that Tenant does such an act and causes an increase in the insurance rate as set forth, Tenant shall immediately be liable to pay said increase to the CRA and the same shall be paid immediately upon demand. Tenant shall not do any act or thing to cause a disturbance or interfere with the other tenants, or affect the CRA in its operation and maintenance of the Facilities.

16.0 TERMINATION. Upon the expiration or any other termination of this Lease, the Tenant shall forthwith and immediately quit and surrender to the CRA the Premises in good order and condition. However, the Tenant obligation to observe or perform his covenants shall survive the expiration or any other termination of the term of this Lease. Upon termination of this Lease for any reason whatsoever, the Tenant shall yield immediate possession to the CRA, and return all keys and swipe fobs.

At all times, the Tenant shall keep the Premises and the personal property therein in a good state of repair and cleanliness. Upon termination of the Lease, the Tenant shall yield the Premises back to the CRA in the same condition as of the date of the execution of this Lease, reasonable wear and tear excepted. Tenant shall not cause or permit any waste, misuse, or neglect in the use of electricity or water.

Tenant shall pay all costs, expenses, and attorney's fees which may be incurred and expended by the CRA in enforcing the terms, conditions, promises, and agreements of this Lease, whether or not by legal proceedings, advise of attorney, or otherwise. These shall be paid immediately upon demand.

17.0 EARLY TERMINATION. Tenant has the option of terminating this Lease prior to the expiration of the Term (the Early Termination Option). To exercise the Early Termination Option, Tenant must deliver to the CRA (1) a written notice stating that

Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination ("Early Termination Date"), and (2) all Rent and additional Rent due through the Early Termination Date. When Landlord acknowledges receiving the written notice and payment from Tenant, the expiration date of this Lease shall be deemed amended to be the Early Termination Date. The Early Termination Option may be exercised only if Tenant is not in default under the Lease at the time that Tenant gives notice of the exercise of the Early Termination Option. All remaining Lease terms will remain in full force and effect. If Tenant provides the notice unaccompanied by the required payments, the Early Termination Date will not be changed, and any such written notice from Tenant shall be deemed null and void.

18.0 TERMINATION FOR CONVENIENCE. The CRA shall have the right to terminate this Agreement, with or without cause, and for its convenience, upon ninety (90) days written notice to Tenant (the "Notice Period.") Tenant shall promptly deliver the Premises on or before the expiration of the Notice Period

19.0 TENANT WAIVER OF LIABILITY. The CRA and the City of Pompano Beach shall not be liable to the Tenant for any damage or injury to the Tenant or Tenant's property by reason of any failure of the CRA to keep the Premises in repair, and the CRA, the CRA or the City of Pompano Beach shall not be liable for any injury done or occasioned by an Act of God or by the wind, or that resulting from any defect of plumbing, electrical insulation or wiring installations in respect thereto, gas lines, steam lines, waterlines, or by reason of defective or broken equipment, stairs, or walks, or from the clogging or backing-up of any down spout or sewer pipes, or by reason of breaking or bursting or running of any water receptacle, waste pipe, water closet, wash stand, drain, or any other pipe or tank, in and upon the studio, building or premises, or by reason of the running or escaping of hot water or steam, or for any damage or injury resulting from water being on or coming through the roof, walls, stairs, trapdoors, skylight, or any other part or portion of said premises, of the building of which the same is a part, or otherwise, or by reason of any injury or damage resulting from the falling of any material, stucco, plaster or fixture.

20.0 CONDITION OF PREMISES. Tenant acknowledges that the Premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Tenant accepts the Premises in its current "as is" condition and agrees to maintain the Premises in good condition and repair, normal wear and tear excepted. Tenant acknowledges that the CRA provides the following with the premises: electric, water, and air conditioning and office furnishings. Tenant agrees to keep the Premises in a neat and sanitary condition and to immediately reimburse the CRA for any sums necessary to repair any item, fixture, or appurtenance that requires service due to Tenant or Tenant invitees, misuse or negligence. Tenant acknowledges that the Premises consist of the interior space only, and that any space on the exterior of the Premises, and any common space in the building in which the Premises is located, belongs to the CRA. Nothing whatsoever shall be placed in the common space or the exterior of the Premises without the prior written approval of CRA. Tenant is free to include in the interior of the

premises any decorations or other objects of Tenant's choice, subject to this agreement and the Ali Rules & Regulations.

21.0 DESTRUCTION BY CASUALTY. In the event that the Premises may be rendered untenable by reason of fire, explosion, or any other casualty, the CRA at its option, may either repair the said Premises to make the same tenantable within ninety (90) days thereafter, or may, at its option, terminate the Lease. In either event, the CRA shall give the Tenant reasonable written notice. Furthermore, in the event that the Premises are untenable, the Tenant rent for that period of time shall be abated or apportioned.

22.0 ACCESS TO PREMISES. CRA and/or its agents shall have the right to enter the Premises during reasonable hours, to examine the same, and to show them to prospective tenants of the building, and to make such repairs, alterations, improvements or additions as the CRA may deem necessary or desirable. For a period of ninety (90) days prior to the termination of this Lease, the CRA or its agents shall have the right, during reasonable hours, to enter the Premises for the purpose of exhibiting same to persons desiring to rent the Premises.

If the work to be performed requires the cooperation of Tenant to perform certain tasks, then those tasks shall be performed upon 24 hours' prior written notice by CRA (Example: removing food items from cabinets so that the unit may be sprayed for pests.)

23.0 ALTERATIONS. Tenant shall not make any alterations to the Premises, including but not limited to installing aerials, lighting fixtures, or other items without first obtaining written permission from the CRA. Tenant shall not change or install locks, paint, or wallpapers on the Premises unless approved by the CRA. Tenant shall not install blinds on glass doors without permission from the CRA, place placards, signs or other exhibits and symbols on any other place where they can be viewed by other tenants or by the general public, except for displaying artwork on the exterior wall outside of the Premises where business card holders will be provided.

24.0 REPAIRS BY THE CRA. Where a repair is the responsibility of the CRA, Tenant must notify the CRA with a written notice stating what item needs servicing or repair. Tenant must give the CRA a reasonable opportunity to service or repair said item. Under no circumstances may Tenant withhold rent.

25.0 RULES AND REGULATIONS. Tenant shall abide by The Ali Rules and Regulations.

26.0. NOTICES. All notices to the Tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the subject premises or upon personal delivery to the premises whether or not Tenant is actually present at the time of said delivery. All notices to the CRA shall be served by mailing via first class mail or personal delivery to:

As to CRA:

Chris Brown or Kim Breisemeister
Executive Directors
100 W. Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

Copy to:

The Ali Cultural Arts Center
c/o Ali Director
353 Dr. Martin Luther King Jr. Blvd.
Pompano Beach, FL 33060

Rock Road Restoration Historical Group, Inc.

Ms. Hazel Armbrister, President
1808 NW 6 Avenue
Pompano Beach, FL 33060

Email or telephone calls do not constitute notice.

27.0 UTILITIES AND MAINTENANCE. Utilities, including electricity charges for lighting, appliances, heating, ventilating, or air conditioning, water and sewer, and cleaning are provided by the CRA. The CRA will maintain the elevator, mechanical equipment, roof and other building elements.

28.0 NOTICES. Notice of the current Rules and Regulations will be given to the TENANT by the CRA, and shall be made a part of the lease agreement. The CRA shall not, however, be responsible to the Tenant for any non-observance of rules, regulations, or conditions on the part of any other Tenant. Tenant shall abide by any and all rules and regulations that apply to the Facilities.

29.0 WAIVER. Failure by the CRA and/or the City of Pompano Beach to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by the CRA or the City of Pompano Beach of such condition or right. CRA's acceptance of rent without knowledge of any default under this agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit the CRA's rights with respect to that or any subsequent right. It is further agreed that the payment of rent at any time shall not be a waiver to any unlawful detainer action unless the CRA in writing specifically acknowledges that this constitutes a waiver to the unlawful detainer action.

30.0 LATE CHARGES/RETURNED CHECKS. If the CRA has not received any rent payment within five (5) days after rent becomes due pursuant to the provisions of this lease agreement, Tenant shall pay to the CRA a fee of \$5.00 per day as additional rent, in addition to the monthly rent then due. This late fee shall commence on the 6th day of

the month, and accrue until payment and accumulated late fees are received by the CRA.

31.0 CASHIER'S CHECK. If rent is not paid when due and the CRA issues a "Notice to Pay Rent or Quit," Tenant must tender a cashier's check only. If Tenant tenders a check which is dishonored by a banking institution, then Tenant shall only tender cash or cashier's checks for all future payments. In addition, Tenant shall be liable for all charges/fees incurred by the CRA for each check that is returned to the CRA from the bank because the check has been dishonored, over and above the rental payment that is due.

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“LESSOR”

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____
Kim Briesemeister, President

and

By: _____
Christopher J. Brown, a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

"LESSEE"

Witnesses:

Rock Road Restoration Historical Group, Inc.,
a Florida not for profit corporation

Patricia A. Sanford
Signature

By: Hazel K. Armbrister

Patricia A. Sanford
Print Name

Print Name Hazel K. Armbrister

Print Title: President

STATE OF BROWARD
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 14th day of Jan, 2016, by Hazel Armbrister as _____ of Rock Road Restoration Historical Group, Inc. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Cathy Trenkle
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "B"
The Ali - Second Floor Plan

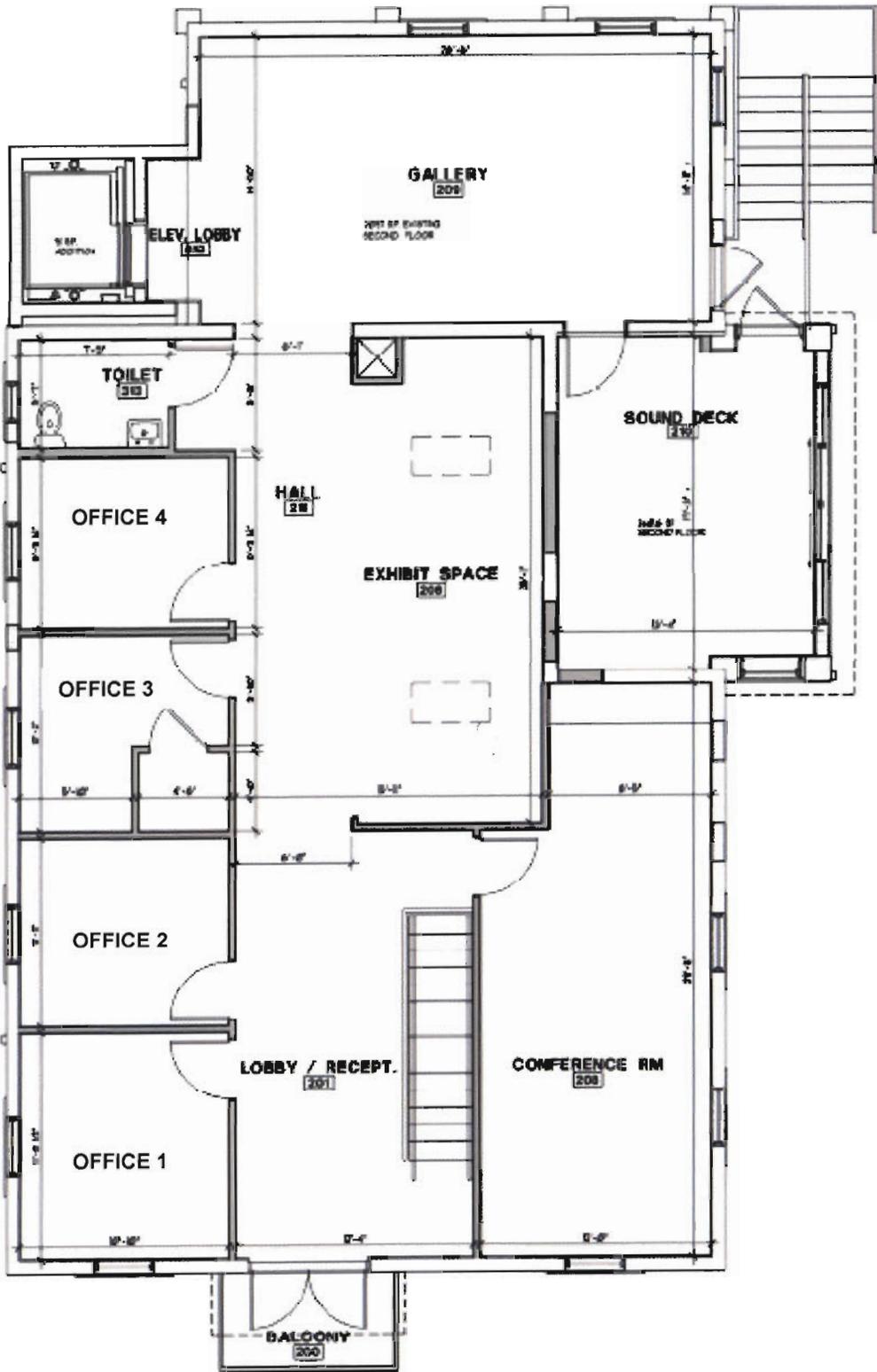
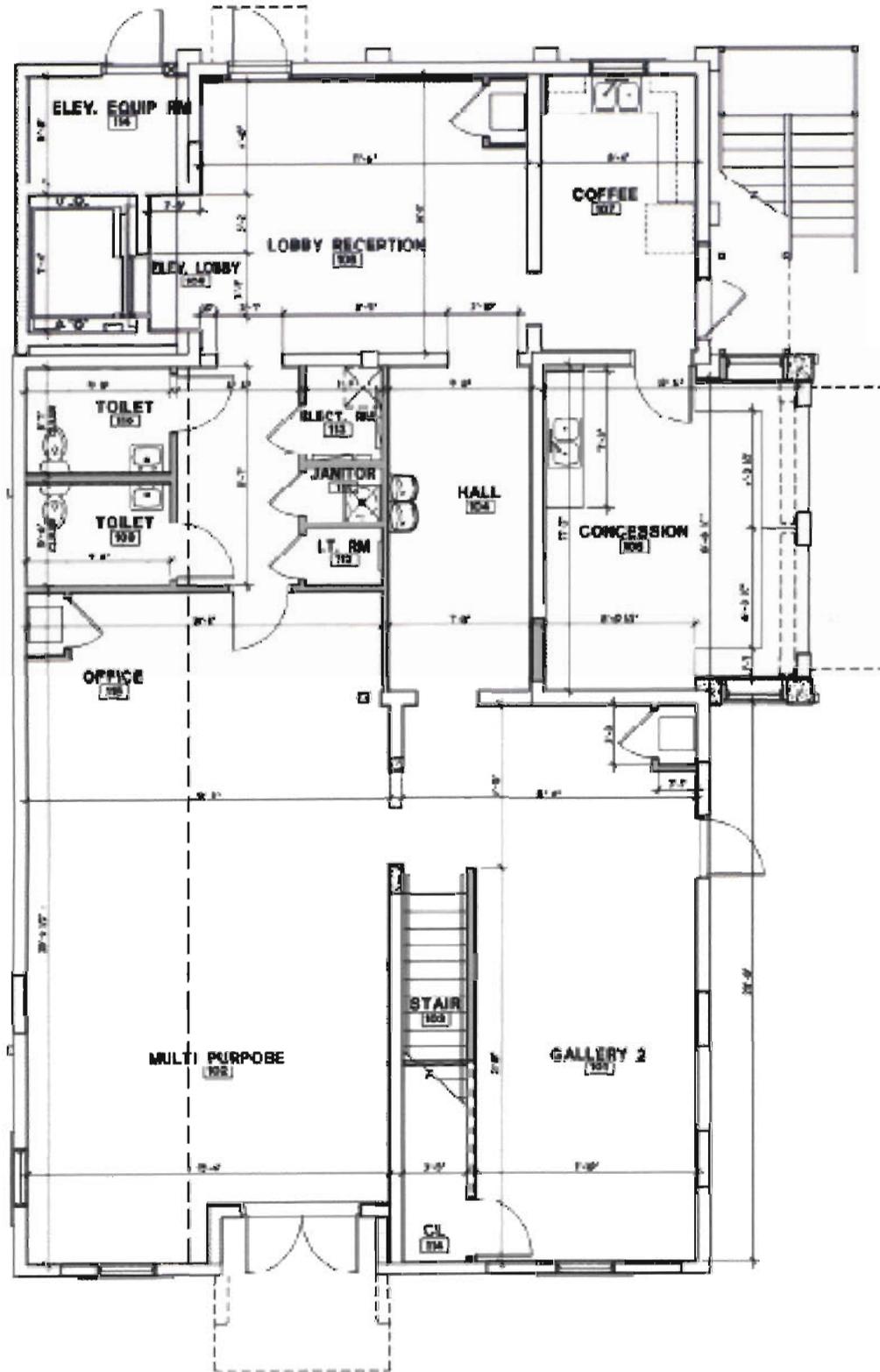


EXHIBIT "B"
The Ali - First Floor Plan





THE ALI CULTURAL ARTS CENTER

353 Dr. Martin Luther King, Jr. Boulevard
Pompano Beach, FL 33060

Rules and Regulations

The following rules and regulations have been established by the Pompano Beach Community Redevelopment Agency (the CRA) for the benefit of all artists and guests of The Ali. These rules and regulations are intended to preserve a clean and attractive environment, and to assure the peaceful enjoyment of The Ali. All Applicants and their guests shall comply with the rules and regulations as follows:

ADDITIONS TO EXTERIOR OF BUILDINGS AND STRUCTURAL CHANGES:

Changes affecting the appearance of the exterior of The Ali, such as decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens, balcony or patio covers and enclosures, satellite dishes, or similar changes shall require the prior written approval of the CRA. No materials shall be installed at or around any window. Exterior television or radio antennas are prohibited. Structural changes to the interior or exterior of The Ali shall require the prior written approval of the CRA. Except for normal hanging of artwork on walls, no person shall mark, drill into, or in any way injure, deface, or damage any wall, ceiling, door, frame, partition, floor wood or metalwork, wiring fixture, plumbing, and/or any equipment.

ALCOHOL:

The applicant assumes all liability for serving and consumption of alcohol. State and local laws apply with regard to alcohol consumption. The applicant is responsible for obtaining any permits or licenses necessary to sell and/or serve alcohol. If alcohol is provided at the event, liquor liability insurance will be required according to The Ali fee schedule. The CRA reserves the right to discontinue the service of alcohol at any time during an event.

APPLICATIONS/PAYMENT:

Reservations are required at least thirty (30) days prior to the event and may be made up to one (1) year advance. All evidence of residency and non-profit status must be submitted along with the application.

CHILD CARE:

Any events that provide child care or child instruction at The Ali must provide approved background checks for ALL personnel that will be responsible for child care or instruction

CRA RESERVATION OF RIGHTS:

The CRA reserves the right to refuse use of The Ali and may cancel any reservation or event because of activity or content deemed by the CRA to be inconsistent with The Ali mission or not in the best public interest.

CLEANING:

The applicant is responsible for removal of all garbage and trash. The applicant is responsible for removal of all non-CRA equipment (i.e. linens, décor, AV equipment and all personal items). The applicant must provide all garbage bags. The applicant may use the dumpster located in The Ali loading area for trash/garbage disposal.

COMPLAINTS:

Complaints of violations of these rules should be made to The Ali onsite staff, either verbally or in writing. Neither the CRA, nor any of its agents, servants, or employees, shall be responsible to any artist or artist's guests for any non-observance of rules, regulations, and conditions on the part of other persons.

CONSENT REVOCABLE:

The CRA reserves the right to reject any prior written approval in the best interest of The Ali.

DECORATIONS:

Tape, tacks, staples, nails, screws or glues/adhesives are not permitted to attach any object to furniture, fixtures, walls or floors. The applicant may use fishing line, ribbon, florist wire, zip ties or string to hang decorations. Ice sculptures are not permitted indoors. Any prop, set or furniture heavier than 50 pounds requires prior written approval of The Ali. Glitter, confetti, bird seed, rice, sand, silly string, poppers and any similar materials are not permitted. Lit candles, pyrotechnic devices (including fog machines) and bubble machines are not permitted. Contained votive candles may be allowed with the prior written approval of The Ali. No decoration of The Ali common areas is allowed.

Common area furniture may not be moved without the prior written approval of The Ali.

Storage facilities are not available for the applicant's use.

All items **must** be out of The Ali at the conclusion of the event. Should any items be left behind, the CRA will charge the applicant for every hour that the items remain at The Ali.

DELIVERIES:

Artist shall notify The Ali onsite staff in writing 24 hours in advance of any deliveries. Prior authorization for such deliveries is required except for emergencies. No deliveries will be allowed after 6:00 p.m. All tradesmen must be licensed and insured.

EMERGENCIES:

In the case of emergency involving the facilities, contact The Ali onsite staff. The emergency phone numbers are posted on the bulletin board in the kitchen. In the event of an immediate emergency requiring professional assistance, dial 911. If there is a

hurricane warning or other natural disaster, it is suggested that artists remove things from the floor of their studios to avoid possible water damage in the event of flooding. The Ali has no storage facilities available for use during these events.

ENFORCEMENT:

The Ali onsite staff shall have the authority to enforce all rules and regulations governing use of The Ali. Lack of cooperation by the applicant and/or the applicant's guests may result in closing the event and/or contacting security (BSO or private).

Any person who destroys or steals property of The Ali will be held personally liable for repairs and replacement of such property and will be required to leave the event. Such destruction or theft may be prosecuted to the fullest extent of the law.

FEES/CONTRIBUTIONS:

The sale of goods, services, food or beverages, or charging admission fees requires the prior written approval of The Ali. This provision does not apply to CRA and City sponsored events.

FIRE ALARM/SPRINKLER SYSTEM

If the applicant or a guest of applicant sets off the sprinkler or fire alarm as a result of any unapproved activity, the applicant will be responsible for any costs which result.

GAMBLING:

Gambling activity is prohibited in The Ali, except as such activity may be permitted by Florida law.

HOURS OF OPERATION:

The Ali will be open to the public during regular hours of operation:

Tuesday-Friday	11:00 am to 7:00 pm
Saturday	11:00 am to 4:00 pm

KITCHEN USE:

The applicant is responsible for providing all food preparation, serving dishes, linens, plates, utensils and other items required for food service at the event. The kitchen and its contents must be left in the same condition in which it was found. No cooking is permitted in The Ali. All food service items must be removed at the end of the event. Delayed pickup of any food service rental items is subject to prior written approval of The Ali. If delayed pickup is approved, all food service rental items must be cleaned and repacked in the delivery cartons and arranged for pickup according to the prior written approval.

LAWS AND REGULATIONS:

The applicant shall comply with all local, state and federal laws that may govern the event. Chapter 98 of the City Code of Ordinances (the Code) regulates public events that occur within the City and the circumstances for which a City public event permit is required.

LIMITED USE:

Use of The Ali is limited to the specific event description approved. Any other use is prohibited. The event is limited to the space within The Ali that is approved and paid

for. There may be more than one function, party or event taking place in The Ali. Crowds congregating in common areas will be asked to disperse. Doors are not to be propped open in any room under any circumstances with the exception of loading and unloading purposes.

LITTERING AND TRASH DISPOSAL: Littering is strictly prohibited. Paper, cans, bottles, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the grounds or other common areas of the facility. All trash shall be placed in plastic bags. All garbage, refuse and/or waste matter shall be removed from studios to such location and in such manner as The Ali onsite staff shall direct. In no event shall organic garbage or refuse, such as food, food cartons, etc. be allowed to remain in a studio overnight. All non-organic trash inside studios shall be removed weekly. No person shall sweep or throw anything out of any window or door or into any public hall or stairway.

LOADING:

Loading will take place through the gated loading area located near the east end of the parking lot. The front door and the courtyard gates on MLK Blvd. may not be used for loading or deliveries for events. Vehicle parking will not be allowed in the loading area. Parking for service vehicles requires the prior written approval of The Ali.

MAINTENANCE OF THE COMMON AREA:

Improvements and maintenance of the common area shall be done only by The Ali onsite staff or the CRA.

MISREPRESENTATIONS:

The Ali reserves the right to withhold all or a portion of the rental fee and/or close an event if it determines that the applicant has misrepresented information on this application or any application-related documents. Examples of such misrepresentations include, but are not limited to: failure to disclose the true nature of the event; failure to disclose the level of utility usage; exceeding the reported number of guests; failure to report the sale or service of alcohol.

NOISE AND NON-DISTURBANCE:

No person shall make or permit any loud noise or disturbance of any kind within The Ali, produce objectionable odors, or interfere with the rights, comforts, or convenience of other guests. At no time are musical instruments, radios, phonographs or televisions to be so loud as to become a nuisance to other Applicants and guests of The Ali.

PARKING:

Parking is permitted in designated parking areas only. Events are subject to interruption to remove vehicles from fire lanes or other spaces that are not approved parking or cause a hazard, nuisance, landscape damage or obstruction. If an event requires more than the available parking, the application may not be approved.

PERMITS:

The applicant is responsible for obtaining all licenses and permits required for the event, including any special event permits required by the City and any alcohol licenses.

PERSONAL PROPERTY:

The CRA and its agents and staff will not be liable for any property of the applicant or the applicant's event sponsors, vendors or guests if such property is damaged, misplaced, or stolen.

PETS:

No pets are allowed in The Ali, except registered service animals wearing proper identification.

POLITICAL ACTIVITIES:

Political fundraisers and distribution of candidate or other political literature is prohibited.

PROGRAMMING FOR PUBLIC EVENTS:

Educational programming for concerts and other events open to the general public is limited to the following areas, in accordance with the Pompano Beach Cultural Arts Master Plan: music; film; theater; dance; public art; and, arts education.

RECURRING EVENTS:

The Ali may be rented for recurring events, such as a dance, acting, music or other type of performing arts class, subject to prior written approval of The Ali. Fees for such rentals are included in The Ali fee schedule. Recurring events may be moved without notice to another meeting space at The Ali at the discretion of The Ali.

SMOKING:

In compliance with the Florida Clean Indoor Act, Sec. 386.201, Florida Statutes, the City does not permit smoking within City or CRA-owned and operated buildings. **SMOKING IS PROHIBITED** in The Ali and its adjacent facilities, including the courtyard and all parking areas.

SUPERVISION:

All children under the age of 16 must be supervised by an adult during the time in which they are at The Ali. The applicant shall be responsible for ensuring that the applicant's vendors and guests comply with the rules and regulations governing use of The Ali. Any vendor or guest determined to be non-compliant is subject to removal from the event.