

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: July 19, 2016

Agenda Item 7

REQUESTED CRA BOARD ACTION:

Resolution(s)     Consideration     Approval     Other

SHORT TITLE  
OR MOTION:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND BLOOMING BEAN COFFEE & ROASTERY, INC. RELATING TO OPERATING A KIOSK IN THE WEST GALLERY OF THE BAILEY CONTEMPORARY ARTS, 41 NE 1ST STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

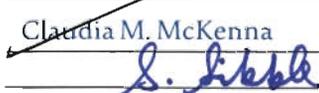
Blooming Bean Coffee & Roastery, Inc. (Blooming Bean) has participated in many CRA events as a vendor and these Old Pompano residents have identified a need for an artisanal coffee option in the area. CRA staff received an unsolicited proposal from Blooming Bean to put in a coffee and snack kiosk in the Bailey Contemporary Arts (BaCA). Blooming Bean cites the emergence of other pop-up kiosks in art museums, like Stumptown Coffee at the Whitney Museum of American Art in New York City, and how they can act as a stepping stone to establish a full-scale coffee shop. Blooming Bean proposes to set a moveable 3-station kiosk in the West Gallery that would serve their freshly brewed coffee and delicious snacks to BaCA patrons and the community at large. The terms of the unsolicited proposal have been put into a License Agreement which is presented in this agenda item. The CRA would receive a monthly percentage fee of gross sales, which would be 10% the first year, 12.5% the second year, and 15% the third. Staff recommends approval of this License Agreement and believes this kiosk will further activate the emerging creative arts district.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Adriane Esteban Ext. 7841
- (3) Expiration of contract, if applicable: 3 year initial term with a 2 year renewal option
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
----------------------------------	-------------	------------------------------------	-----------------------------------------------------

- CRA Executive Director
- CRA Attorney
- Finance Director

  
Claudia M. McKenna  


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 33060

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

---

**COVERSHEET**

**Date:** July 14, 2016

**To:** Pompano Beach CRA Board

**From:** Adriane Esteban, Project Manager

**Subject:** Blooming Bean Agenda Item

---

It is anticipated that the Licensee signature page of the License Agreement for this agenda item will be provided on or by Tuesday, July 19, 2016. If the CRA does not receive the Licensee signature page by the CRA Board meeting time, this agenda item will be pulled from the July 19, 2016, CRA Board agenda.



P. O. Drawer 1300  
Pompano Beach, FL 33060

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

---

**MEMORANDUM**

**Date:** July 19, 2016

**To:** Pompano Beach CRA Board

**From:** Adriane Esteban, Project Manager

**Subject:** License Agreement with Blooming Bean for a Coffee and Snack Kiosk at BaCA

---

In April 2014, the CRA completed the renovations of the old Bailey Hotel to create a new cultural arts venue for Downtown Pompano, the Bailey Contemporary Arts (BaCA). This facility has been an attraction for the artistic community ever since, but staff always thought there could be a more active use in the venue especially if it included a coffee shop. This need has been further exemplified during the Green Market, Old Town Untapped, and other evening events at BaCA.

Bloom Bean Coffee & Roastery, Inc. (Blooming Bean) has been a vendor at many CRA events and has identified an opportunity to serve the community their freshly roasted artisanal coffee. The owners of Blooming Bean are Old Pompano residents and are excited about the possibility of becoming part of the emerging creative arts district. They put great care into their products and think the community can feel good about supporting this socially conscious business. Blooming Bean submitted an unsolicited proposal to operate a coffee and snack kiosk at BaCA in May 2016 and this agenda item includes the License Agreement that codifies the terms presented in that unsolicited proposal.

The License Agreement would provide Blooming Bean the ability to serve artisanal freshly brewed coffee and delectable snacks from a moveable 3-station kiosk to be housed in the West Gallery. The CRA would provide indoor and outdoor seating, although Blooming Bean would loan the CRA work tables, and a new 220 volt outlet near the storage room. Other proposed terms of the License Agreement include the following:

---



P. O. Drawer 1300  
Pompano Beach, FL 33060

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

---

- Three (3) year term with an option to renew for an additional two (2) year term
- CRA to receive 10% percentage fee of gross sales monthly in the first year, 12.5% fee in the second year, and 15% fee in the third year. The percentage fee would escalate by 3% in subsequent years.
- Operating hours would be Tuesday-Friday, 7:30A.M.-3:30P.M. and Saturdays 8:00A.M.-3:00P.M., but Blooming Bean may operate during evening events or longer hours if warranted
- Blooming Bean would be responsible for maintenance of kiosk, seating areas, and restroom (when in operation)

CRA staff is recommending approval of this License Agreement. This use will be a good fit for the venue and the movable nature of the kiosk will allow operations to commence in a short amount of time. As indicated by Blooming Bean, the emergence of pop-up kiosks in museums is a great stepping stone to a full-scale coffee shop and provides a short-term solution to activate the area, while providing the CRA a source of revenue.

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 LICENSE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND BLOOMING BEAN COFFEE & ROASTERY, INC. RELATING TO OPERATING A KIOSK IN THE WEST GALLERY OF THE BAILEY CONTEMPORARY ARTS, 41 NE 1<sup>ST</sup> STREET, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The License Agreement between the Pompano Beach Community Redevelopment Agency and Blooming Bean Coffee & Roastery, Inc. relating to operating a kiosk at the Bailey Contemporary Arts, 41 NE 1st Street, Pompano Beach (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 July, 2016.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**MARGARET GALLAGHER, SECRETARY**

# LICENSE AGREEMENT

---

**THIS LICENSE AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (the "Licensor"), hereinafter referred to as “CRA,” whose address for purposes of notice under this Agreement is 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida, 33060 and **BLOOMING BEAN COFFEE & ROASTERY, INC.**, a Florida profit corporation, hereinafter referred to as “LICENSEE,” and whose address is 510 NE 8<sup>th</sup> Street, Pompano Beach, Florida, 33060.

## WITNESSETH

**WHEREAS**, the CRA is the owner of certain real property located at 41 NE 1<sup>st</sup> Street, Pompano Beach, Florida, known as the Bailey Contemporary Arts (“BaCA”) as more particularly described in Exhibit “A” attached hereto and incorporated herein (the "Premises"); and

**WHEREAS**, the LICENSEE is desirous of operating a Kiosk located in the West Gallery of the Bailey Contemporary Arts, 41 NE 1<sup>st</sup> Street, Pompano Beach, Florida, for use by the public; and

**WHEREAS**, CRA and Licensee desire to enter into this Agreement to set forth the duties and obligations relating to the proposed Kiosk in the Premises.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PREMISES. CRA licenses to LICENSEE certain premises delineated in Exhibit “A,” attached hereto and made a part hereof.

2. PURPOSE. The Premises shall be used for the operation of a coffee and snack kiosk serving high quality food and beverages at a moderate price to patrons as more specifically provided for herein and as provided for in the LICENSEE’S unsolicited proposal, attached hereto as Exhibit “B” and incorporated herein as if fully set forth.

3. TERM.

A. The term of this Agreement is for the period of three (3) years commencing when the Agreement is fully executed. The term may be extended an additional two (2) years upon request of LICENSEE thirty (30) days prior to end of the initial term and written approval from CRA Executive Director within (14) days from receipt of LICENSEE’S request.

B. The CRA shall conduct performance and compliance reviews after the first six (6) months, after the first twelve (12) months and every twelve (12) months thereafter. Each renewal shall be subject to said performance and compliance review.

C. The LICENSEE shall have until August 31, 2016, to set up the kiosk in the Premises (Set-up Period).

4. FEE.

A. The initial fee during the first year to operate the Kiosk in the Premises shall be ten percent (10 %) of gross annual sales (Percentage Fee). Gross annual sales do not include sales taxes.

B. During the second year of the Agreement, the LICENSEE shall pay a Percentage Fee of twelve and a half percent (12.5%).

C. During the third year of the Agreement, the LICENSEE shall pay a Percentage Fee of fifteen percent (15%).

D. The Percentage Fee shall increase two and a half percent (2.5%) every year thereafter.

E. The fee shall be payable monthly on the 10th day of each month for the previous month's gross sales. If the monthly fee is received after the 10<sup>th</sup> day of any month, a penalty of \$25 per day will be assessed. The first month of gross sales will be September 2016, with the first fee payable on October 10, 2016.

F. All reports of Gross Sales used to calculate any payments due CRA under this Agreement must reconcile with the Gross Revenue shown on the monthly State of Florida ("State") sales tax returns filed by LICENSEE.

G. All revenue data reported or used to arrive at the amounts of any payments to CRA under this Agreement must be verifiable and supported by source documents. Acceptable source documents include but are not limited to Florida Department of Revenue sales and use tax returns, Federal tax returns, 1099 forms from credit card companies, credit card reports, bank deposit slips, bank statements, wire fund transfer documents, sales invoices, point of sale receipts, cash register reports, sales terminal reports, and financial statements. If LICENSEE is not able to utilize a computerized terminal or cash register, the use of pre-numbered sales receipts will be required in order to provide an adequate record.

H. LICENSEE must maintain a separate bank account for the LICENSEE's daily operations on the Premises.

- I. Within sixty (60) days following the end of the first year of the Agreement term and each year thereafter, LICENSEE shall provide CRA with financial statements prepared by a certified public accountant showing LICENSEE'S month-by-month gross sales for the Kiosk from the previous year of the Agreement term. Additionally, all revenues shall be subject to audit every year pursuant to CRA auditing procedures.
- J. In addition to the annual rent and other charges outlined herein, LICENSEE shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Pompano Beach ("City") resulting from this Agreement.
- K. Upon execution of this Agreement, LICENSEE must provide a security deposit of \$500.00 to CRA.
- L. Rental payments and all statements of gross receipts or other financial statements should be remitted to:

Pompano Beach Community Redevelopment Agency  
100 W. Atlantic Blvd., Room 276  
Pompano Beach, FL 33060

5. ACCEPTANCE OF PREMISES. LICENSEE acknowledges that it has made a thorough and complete inspection of the Premises, is fully advised of the condition, nature of construction and state of repair, and fully accepts the Premises in the present "as in" condition.

6. NO LIENS CREATED. LICENSEE covenants and agrees that LICENSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CRA in and to the Premises. Should any such lien be filed against CRA, LICENSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LICENSEE shall not be deemed to be the agent of CRA under any term, paragraph, condition or covenant of this Agreement.

7. TAXES AND EXPENSES. LICENSEE shall be responsible to pay all real and personal property taxes, tangible or intangible taxes, sales taxes, assessments, utilities, insurance premiums, occupational licenses and other similar expenses for the Premises.

8. OPERATION.

A. Kiosk. The LICENSEE shall provide a mobile kiosk built to Mobile Food Establishment (MFE) regulations. The style of the kiosk shall (1) be in conformity with recent improvements to BaCA made by the CRA; (2) be selected with input from a representative from the CRA; and (3) be approved in writing by the CRA Executive Director before being placed on the Premises. LICENSEE is responsible for equipping and stocking kiosks for operation.

B. Services. LICENSEE agrees to operate a coffee and snack kiosk which shall serve a variety of high quality food items, (such as muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, other prepared foods and packaged snacks), as well as beverages, (such as coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk).

C. Hours. LICENSEE agrees that the Kiosk will be open for business during the following hours:

Tuesday to Friday: 7:30 a.m. to 3:00 p.m.

Saturdays: 8:00 a.m. to 3:00 p.m.

LICENSEE may open for business for additional hours during BaCA events, but agrees that in the very least the Kiosk shall be open during the above-referenced days and times. Any change to operating hours outlined above must be approved by the CRA Executive Director.

D. Seating Areas. CRA shall provide tables and chairs inside the Premises and on the sidewalk in front of the Premises. LICENSEE will lend two (2) moveable tables to CRA for seating area inside the Premises. All tables and chairs inside the Premises and on the sidewalk in front of the Premises shall be (1) styled in conformity with the recent improvements to the area made by the CRA; and (2) selected with input from the BaCA Director or a CRA representative.

E. Uniforms. All personnel working on the Premises on behalf of LICENSEE shall be required to wear uniforms (1) in conformity with the recent improvements to the area made by the CRA; (2) selected with input from the BaCA Director or CRA representative; and (3) be approved in writing by the CRA before being placed on the Premises.

F. Unsolicited Proposal. LICENSEE further agrees to operate the Premises in conformity with the terms set forth in LICENSEE's unsolicited proposal, attached hereto and incorporated as if fully set forth herein as Exhibit "B."

## 9. OPERATING COSTS.

A. LICENSEE agrees to pay promptly all operating costs incurred as a result of LICENSEE's business operations on the Premises, which are not by this Agreement an expense of CRA.

B. LICENSEE shall deposit all garbage and trash generated by its business operations on a daily basis in enclosed containers located on the Premises. LICENSEE shall provide for removal, at LICENSEE's cost, of any garbage and trash that does not fit within the enclosed containers located on the Premises. Said garbage and trash shall be properly disposed and not be left on the Premises.

C. LICENSEE shall pay directly for all utility services on the Premises not provided by CRA (including telephone, cable, and other communication utilities). The LICENSEE's customers may use the public wifi internet service at no additional cost. CRA shall provide electric, water and sewer to the Premises; however if the costs of such services

significantly increase due to use of LICENSEE, the CRA shall send e-mail notification to the LICENSEE requesting reimbursement for increased costs, which the LICENSEE shall pay within 30 days.

D. LICENSEE shall be responsible for cleaning the outdoor seating areas and the interior of the Premises including tables and chairs on a daily basis. The LICENSEE shall also be responsible for cleaning and maintaining the rest room facilities located on the Premises during LICENSEE's operation of Kiosk.

10. IMPROVEMENTS.

A. CRA shall provide a dedicated 220 volt outlet which will be placed in wall near West Gallery storage room by August 31, 2016.

B. LICENSEE shall be allowed to install a under sink water filtration system and provide a screen to conceal the filter system. LICENSEE shall be responsible for installing required connections for additional utility services to the Premises not identified in section 10.A. No other improvements shall be done without the permission of the CRA.

B. Any improvements shall only be done by properly licensed persons in accordance with federal, state, and local laws and ordinances.

C. LICENSEE and any subcontractors shall be responsible for obtaining and paying for all required permits.

11. REPAIRS, MAINTENANCE AND SURRENDER.

A. LICENSEE agrees at its expense to keep, maintain, and clean the Premises except as provided otherwise herein, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected. Such maintenance shall include, but not be limited to, cleaning windows, wiping tables and chairs, washing floors, and sweeping and cleaning of sidewalks.

B. LICENSEE shall be responsible for maintaining and repairing all improvements at its own costs.

C. LICENSEE at its expense agrees to deliver to CRA, upon the termination of this Agreement, the entire Premises, including any improvements and non-moveable fixtures, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected.

D. CRA shall make all interior repairs related to CRA's use, exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the demised premises from the roof or other parts of the building or from other causes not under the control of LICENSEE. CRA shall maintain the exterior and interior of the building in good condition. CRA shall maintain the exterior of the premises so as to maintain the value of the capital asset in a manner consistent with generally accepted landlord/tenant responsibilities.

LICENSEE shall promptly report, in writing, to CRA any defective or dangerous conditions known to LICENSEE.

E. CRA shall not be liable to LICENSEE for damage to property of LICENSEE resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises and facilities.

12. POSSESSION. Delivery of possession of the premises to LICENSEE shall be made ten (10) business days after this Agreement is fully executed, provided that LICENSEE has delivered to CRA the certificates of insurance as required herein.

13. RETENTION OF RECORDS AND RIGHT TO ACCESS. LICENSEE shall maintain during the term of this Agreement all books of account, receipts, invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The LICENSEE must comply with recommendation for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books for account, reports, and records relating to this contract. The LICENSEE shall maintain and make available such records and files for the duration of the Agreement term and retain the same until the expiration of three years after final payment under this Agreement.

14. INSURANCE. Throughout the term of this Agreement, LICENSEE shall maintain liability insurance in the type and amounts set forth in Exhibit "C" attached hereto. General liability to include products and completed operations coverage, added by endorsement.

15. ASSIGNMENT AND SUBLEASING. The LICENSEE shall not, without prior approval of the CRA, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this Agreement by an independent contractor unless otherwise expressly provided in this Agreement. LICENSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CRA, it being understood that the only activity that LICENSEE may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located there, be they demised to the others or under the control of CRA, is as authorized under the terms of this Agreement.

16. LAWS AND ORDINANCES. LICENSEE agrees to comply with all applicable state statutes, Broward County and City ordinances, and any safety requirements of all federal, state and local governments. LICENSEE shall maintain all required licenses from governmental agencies in full force and effect during the term of this Agreement.

17. INDEMNIFICATION AGAINST CLAIMS. LICENSEE shall indemnify and save CRA harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement for any bodily injury, loss of life, or damage to property sustained in or about the premises, or the appurtenances to them, arising out of any alleged act or omission of LICENSEE or its employees, agents or servants, and from and against all costs,

counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them. LICENSEE will further, upon CRA's request, assume and defend any action that may be brought against CRA as the result of any alleged act or omission of LICENSEE or employees, agents or servants and shall further assume and pay all associated costs and attorneys' fees which may be incurred by CRA. The venue for any litigation shall be in Broward County, Florida.

18. OWNERSHIP AT TERMINATION. All non-moveable fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the Term or earlier termination of this Agreement, for any reason, be and become the property of CRA and shall be left in good condition and repair, ordinary wear and tear excepted, unless CRA at its option requires LICENSEE to remove all or a portion of same. In such event, LICENSEE at its sole expense shall promptly remove same. LICENSEE further agrees at its sole expense to promptly repair and restore all portions of the entire Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LICENSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Non-fixture property personally owned by LICENSEE at the expiration of the Term or earlier termination of this Agreement, for any reason, shall continue to be owned by LICENSEE, and at the time of such expiration or earlier termination, LICENSEE at its option, may remove all such property, provided LICENSEE is not then in default of any covenant or condition of this Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CRA from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LICENSEE of any such property shall be repaired by LICENSEE immediately at its expense.

19. DEFAULT. It is agreed that upon any default by LICENSEE in keeping and performing any and all terms and conditions of this Agreement to be kept and performed by LICENSEE, CRA may, at its option, declare this Agreement terminated and may, after thirty (30) days written notice to LICENSEE to cure such default, re-enter and take possession of the Premises and terminate this Agreement immediately. The power granted in this paragraph to the CRA is in addition to any other rights or remedies which CRA may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CRA may be exercised concurrently or separately.

20. NON-WAIVER. The failure of CRA to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements, or as a waiver of any other covenants, conditions and agreements.

21. DAMAGE TO PREMISES. In the event the Premises or the building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CRA at its expense as soon as funds are available, but CRA shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other

property installed by LICENSEE or others pursuant to this Agreement. Nor will CRA be liable for damage to the Premises.

A. CRA may elect, at its sole option, not to repair or reconstruct the Premises or the facility, which is a part of this Agreement and upon written notice of such election from CRA to LICENSEE the obligation of LICENSEE, shall cease and this Agreement shall thereupon terminate. However, if CRA does not give notice of termination, LICENSEE's obligation shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LICENSEE in continued operation of business.

22. NOTICE. The parties to this Agreement shall be contacted at the following addresses:

CRA: Executive Director  
Pompano Beach CRA  
100 West Atlantic Boulevard, Room 276  
Pompano Beach, Florida 33060

LICENSEE: Sharon Stephenson  
Blooming Bean Coffee & Roastery, Inc.  
510 NE 8<sup>th</sup> Street  
Pompano Beach, FL 33060

23. RIGHT TO ENTER. CRA may enter the Premises at any time to access the CRA's storage closet in Premises, so long as the same does not unduly interfere with the LICENSEE's conduct of its regular business. In the event of an emergency, CRA shall not be required to give LICENSEE notice prior to entering the premises.

24. SIGNAGE. LICENSEE, may, at its own expense, erect or place a sign for the advertising of LICENSEE on the Premises so long as same complies with all applicable governmental rules, regulations, and ordinances, including the City's Sign Code and so long as LICENSEE obtains prior written approval from the CRA as to size, location and content. Thereafter, LICENSEE shall maintain said sign in a good state of repair, and shall repair any damage to the sign.

25. INSPECTION. CRA reserves the right to inspect the Premises at all reasonable hours in order to ensure compliance with this Agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to LICENSEE. LICENSEE agrees to observe those rules and regulations in connection with the use of the property and LICENSEE's obligations and responsibilities under this Agreement.

26. RISK OF LOSS. CRA shall not be liable for any loss by reason of damage, theft or otherwise to the tools, equipment, contents, belongings and personal effects of the LICENSEE or LICENSEE's agents, employees, guests or visitors located in or about the property, or for damage or injury to LICENSEE or LICENSEE's agents, employees, guests or visitors.

27. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. TERMINATION. This Agreement may be terminated without cause by the CRA with (30) days written notice to the LICENSEE. If LICENSEE determines the operation of the kiosk is not profitable or decides it will operate a full scale coffee shop, the LICENSEE shall provide a sixty (30) day notice of termination to the CRA.

29. PARAGRAPH HEADINGS. Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

30. CONFLICT. In the event of any conflict or inconsistency between the terms of this Agreement and the LICENSEE's unsolicited proposal, attached hereto as Exhibit "B", the terms of this Agreement shall control.

31. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida.

32. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

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: \_\_\_\_\_  
\_\_\_\_\_(Print Name),  
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)

\_\_\_\_\_  
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 \_\_\_\_\_, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/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

**“LICENSEE”:**

Witnesses:

BLOOMING BEAN COFFEE & ROASTERY,  
INC.

\_\_\_\_\_

By: \_\_\_\_\_,  
Sharon Stephenson, President

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_. He/she is personally known to me or who has produced type  
of identification) as identification.

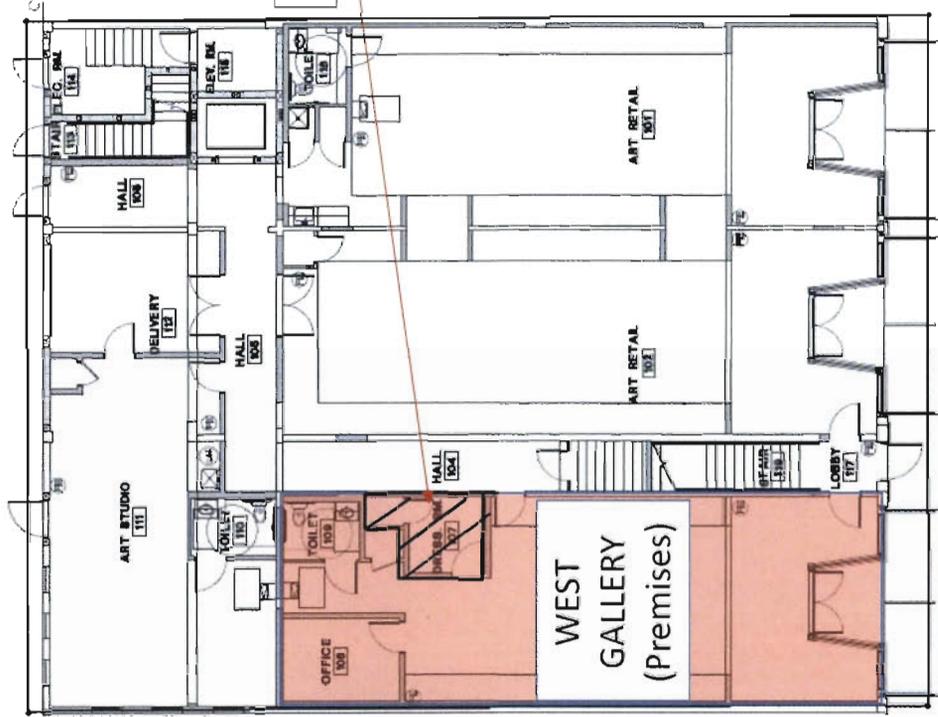
NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

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

# EXHIBIT "A"



This closet to remain for use by CRA only

# EXHIBIT "B"



## Coffee & Lite Fare Kiosk @ BaCA

Attract Professionals, Loyal Patrons and Artisans to the Old Town's Innovative Arts District and Enjoy Increased Traffic & Revenue with Locally Roasted Handcrafted Coffees & Eats Company.



# EXHIBIT "B"



510 NE 8<sup>th</sup> St.  
Pompano Beach, Fl. 33060  
954-295-2225

May 2, 2016

CRA City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL. 33060

Re: Unsolicited Proposal for Coffee Kiosk @Bailey Contemporary Arts & Gallery

Dear CRA Pompano Beach Board;

Thank you for the opportunity to conduct business with the CRA Pompano Beach and Bailey Contemporary Arts (BaCA). Our heart for Pompano Beach arts district goes well beyond our business; it is our home. We reside in Old Pompano Historic District; we love this community and the people. We also have vision. Blooming Bean has an innovative plan for drawing *untapped* markets such as; professionals, local and visiting clients along with resident/new artisans to the Old Town Arts District which will increase exposure and revenue to the cultural events.

With the emergent of the "Pop-Up" kiosk concept in local arts & cultural scene, it is no wonder many small batch coffee roasters such as **Third Rail Coffee** and **Stumptown Coffee Roasters** have established kiosks in places such as New York's West Village and the Whitney Museum of American Art. We also think it is an innovative plan. Therefore, Blooming Bean Coffee and Roastery is honored to submit our proposal for a Small Batch Locally Roasted Coffee Kiosk service at the Bailey Contemporary Arts.

We believe our proposal is built on a proven successful strategy for providing our community the best locally roasted and handcrafted coffees and teas along with lite fare created by local culinary artisans. We are strategic in our vision for steady growth while establishing brand recognition and gaining loyal customers utilizing social media and local events. Since October 2015, we have been cultivating a loyal following in the Local Green Market, Untapped, Lyrical Lab and Art Reveals at BaCA establishing us as Pompano's locally roasted & brewed coffee company.

*We feel we are more than a coffee kiosk to BaCA.* We are creating an environment that will draw people looking for a social experience in a mixed-use art venue - **where** people can brainstorm their passions, socially hang-out, professionals can have "think tank" session, students can study and engage, a place where moms can "chill and find inspiration" while their children participate in art lessons, an venue where couples, groups or "just girls" can enjoy a coffee cupping event along with the arts, where fun family friendly game nights ensue and of course all the *amazing artistic vibes and events.*

# EXHIBIT "B"

Although our vision reaches well beyond a kiosk in BaCA, we are aware this is a phase we will grow out from into the larger vision. We are a culturally responsible company, placing great value on our patrons and surrounding community. As an artisan, we are invested in the arts community and in developing leaders. We have a heart to mentor and cultivate a culture of responsive young adults who have a hunger to become responsible community entrepreneurs, artists and leaders. Our vision is to help bring awareness that every life matters as we serve our clients, building on a culture of integrity and responsibility.

Please note that the following individuals, together or individually, are authorized as signatories and to negotiate on behalf of Blooming Bean Coffee Company relating to terms, conditions, item pricing, and concession percentage:

1. Mrs. Sharon Stephenson, Blooming Bean Coffee Co., president,  
[Bloomingbeancoffee@gmail.com](mailto:Bloomingbeancoffee@gmail.com),  
954-295-2225
2. Mr. Rick Stephenson, Blooming Bean Coffee Co., vice-president,  
[Bloomingbeancoffee@gmail.com](mailto:Bloomingbeancoffee@gmail.com)

Should you desire or require any clarifications, please don't hesitate to contact me at the email or call at the above contact points.

Sincerely;

**Sharon Stephenson**

**Richard Stephenson**

*Founders*

954-295-2225

Email: [bloomingbeancoffee@gmail.com](mailto:bloomingbeancoffee@gmail.com)

Website: [www.Bloomingbeancoffee.com](http://www.Bloomingbeancoffee.com)

# EXHIBIT "B"

## TABLE OF CONTENTS

Blooming Bean Story	Page 4 -5
Blooming Bean- 4 Phase Approach	Page 6
Founders Business Experience	Page 6-7
Introduction - Kiosk Service	Page 8
Terms & Fee Agreement	Page 8
Kiosk Station Set Up	Page 9-10
Operational Hours & Accessibility	Page 10
Staffing/Customer Service	Page 10
Utilities and Services	Page 11
Maintenance	Page 11
Deliveries	Page 12
Insurance/Permits	Page 12
Marketing	Page 12
Campaign Ideas	Page 12
Events	Page 13-15
Food Quality & Supplies	Page 15
Sample Menu	Page 16
Works Site	Page 17

# EXHIBIT "B"

## THE BLOOMING BEAN STORY

**Blooming Bean Coffee & Roastery** is about two things, fresh locally roasted coffee and community! We feel, these two combined sets us apart from others. It's a perfect artistic expression.

In 1996, we basically got hooked! Our first experience with a cup of **locally roasted hand crafted coffee** was like, "What planet I have been living on?" Sharon knew she would one day marry her two passions -serving our community great coffee with a purpose. Coffee that was "**not torched to death**" in the roasting process and marketed as just *fantastic!*

Many years later, a lot of hours researching and learning the coffee culture and industry, (and a lot of sampling too!) exploring the perfect business model to serve our community the best cup of locally roasted *Joe or Jill*, we knew we had to roast in the Old Town and serve the Pompano's cultural arts community because it fit with our outreach philosophy.

Initially, we roasted utilizing a shared roaster environment. Preparing for our next phase in growth, we invested in our first roaster – an Ambex – affectionately called "**Red Rooster**". We were strategic in building for longevity with our cause-based brand through creating awareness & following with local Pompano community, CRA and artists. Last year we began a drip campaign offering our fresh locally roasted coffee at Pompano Bach Green Market, Pompano Proud, Pompano CRA (Untapped) and serving our community at the Bailey Contemporary Arts community (Lyrical Labs, Art Reveals) events.



We are serious about coffee, however, we are passionate about our cause – to prevent and end child trafficking specifically to South Florida. With intention we named our company, Blooming Bean because **Every Bloom Matters**. Just as a green coffee bean has everything inside it to create the perfect aroma and taste, but during the roasting process it gets trapped.

# EXHIBIT "B"

Only after the bean is bloomed, its fragrant aroma and taste is set free. We believe just as a bean's true characteristics are revealed when bloomed, victims set free from human trafficking can BLOOM revealing their truly beautiful fragrant identities. Our hope is that with each sip of coffee, we are creating life-long relationships with our customers who will also share the message that **every bloom matters**.

We continue to serve our cause through our community outreach and financial support South Florida organizations such as **There IS Hope for Me, Operation Mobilization and Hepzibah House**. We build brand awareness as we continue to work with local athletic events to spread awareness about child trafficking and educate families on signs and preventative measures to protect their children. We have worked with Pompano Piranhas Swim Team and Laxwear who runs lacrosse tournaments in Palm Beach and Broward County. We are also involved in human trafficking community offering pro bono coffee service to Hepzibah House, There's Hope for Me, **Evening of Freedom and Arts** at University of Miami, **Stand for Hope** at Barry University and other Human Trafficking Awareness event.

With **Stand for Hope** founder and Professor at Barry University, Samba Zaoui (right)



Honored to serve many events with friend, **Dr. Kat Rosenblatt**, PhD. Author of her story of being trafficked **Stolen** and founder of **There is Hope for Me**. Attorney working with Local, State & National officials to fight trafficking and create laws to protect victims of trafficking –such as FBI, Homeland Security and Fl. Legislature. (Middle Right)



Honored to serve at artist/survivor Misoo Filan's Art Reveal, **Inner Struggle Fought on Paper** – (Bottom Right)



We designed private roast profile called **His Delight** specifically for **Hepzibah House** – a safe house for rescued girls. (Below)



# EXHIBIT "B"

## Blooming Bean Coffee & Roastery- Four Phase Approach

**Phase 1** – Local markets, events, building brand awareness through green market, online orders and serving in community events/athletic event and local green market. Start social and community marketing. Move from shared roasting to private roasting. Expand to offer coffee to local breweries for brewing with coffee. Recently, **Bangin' Banjo Brewing Company** featured our MOJO profile in their Coffee Milk Stout Release. The keg tapped out in 1 Day!!! April 29<sup>th</sup> event.



**Phase 2** – Further serve community by offering a coffee kiosk mixed-arts venue in “Up and Coming” innovative arts district within our community. Building a stronger brand awareness through social media, word of mouth. Establish loyal patrons and following. Offer cuppings and tasting and other fun events that target various artist, family and singles. Continue outreach to community events, build awareness and mentoring of young entrepreneurs with integrity and value in young women.

**Phase 3** – Expand wholesale/private roasting business promoting to local cafes, restaurants and catering events. Continue local community outreaches and mentoring programs. Start Kickstart campaign for on-site Roasting Café in Art District.

**Phase 4** – Full roast on-site facility and café in Arts District offering businesses, artist and community an artsy hang out with many fun events and caused based outreaches.

### Founders/Owner's Business Experience

Sharon Stephenson has always had a passion for local business and community. She knew she would own a Local Coffee Company. Since 1996, her husband, Rick and she has become long time coffee enthusiasts. During those years, they have traveled to various roasters along the east coasts of the United States, studying coffee process from origins, roasting profiles, coffee cooperatives. They continue to learn and train as they develop the best roasting methods and how to grow a successful roasting company while keeping to their philosophy of sustainability and value of life.

Sharon has 20+ years' experience in advertising/marketing specifically branding. After leaving The Tribune Company to stay home with her children, she built two businesses with marketing sales companies. For over 15 years, Sharon has home-educated her three sons from Kindergarten through high school, two have since graduated and attend local university. Their youngest son is a just as passionate about coffee and works in the family business honing his barista skills.

## EXHIBIT "B"

During her college and post college years, Sharon worked extensively in food and hospitality industry on a New York based yacht charter company and in catering services at the Boca Raton Hotel. Recently, she purposely immersed herself in managing position at a local food concept to gain valuable food managing experience while planning Blooming Bean's coffee/roaster business model. From that experience, she honed her ideas for the company from distribution, food and beverage quality, management style, branding, customer service loyalty programs.

For over 6 years, Sharon has worked with and financially supported organizations that fight against and bring awareness and education about child trafficking specific to South Florida. Sharon's passion for both great local fresh roasted coffee and her cause is the driving force behind her business motto, **"We roast for you with them in mind."**- That with every sip of Blooming Bean Coffee, patrons are actually helping to prevent and rescue children trafficked in South Florida.

Co-founder, Rick Stephenson, has owned and operated a successful South Florida commercial yacht maintenance and diving company for over 23 years. Because he values his customers and has a strong work ethic towards business and employees, he has gained respect from hundreds of loyal local customers

Also, Rick was trained at Morningstar Fishermen in Dade City, Florida, built and maintained a fully functional prototype Hydro/Aquaponics systems raising produce and wild Tilapia for over 5 years. His vision is to teach sustainability through aquaponics and train organizations and local community how to start a basic system at home or cooperatively. Recently, he started working with a local urban farm, *Fruitful Fields* and founder Flavio Sloat, to establish local system for their farm. "It just makes sense. They are doing exactly what I envisioned," Rick stated. *Fruitful Fields* is a Community Supportive Agriculture farm who reaching the community. There are many volunteers at the farm including church members, active seniors, and Bright Horizons special needs youth and young adults. Also, at-risk youth in the neighboring community work the farm and help with everything from soil preparation to harvesting, and learning the value of hard work and commitment. (O'Donnell)

While continuing to learn best roasting methods and profiling, Rick loves to teach and train others. His extensive business know how and management skills is extremely beneficial to the planning and implementations of the daily operation of Blooming Bean and business plan & vision. He also has consistently provided financial resources and time into Blooming Bean Coffee and Roastery and is the active Vice-President of the company.

Both founders continue to grow in learning to roast and create roast profiles, learning from a community of local roasters and continued self-taught process. Incorporating a strong family work ethic, they are teaching and training their sons and others in coffee culture and industry trade.

Letter of Commendation & Recommendation herewith.

# EXHIBIT "B"

## INTRODUCTION – KIOSK SERVICE

Pompano Beach's Old Town Arts District is in process of becoming the **up and coming** cultural arts experience within the community, however, there are still current issues that need addressing, such as vagrants, human waste outside of BaCA doors (*I have personally removed*) and loitering by individuals which deter visitors. Blooming Bean shares the forward vision and efforts of the CRA for the Northwest Area/Arts District and has diligently worked and served the community through branding awareness in Old Town via Social Media, Green Markets, Art Reveals, Untapped and "Word of Mouth" to encourage patrons to visit the area. We understands efforts are being made to address above issues for occupants to be successful and also patrons to feel safe visiting the area.

We know providing locally roasted coffee kiosk services is a smart business move. It is a perfect prelude to "what's to come". It allows for quick low start up, and a quick way to build brand exposure and following, until a more permanent location is established. As Heather Sittig, owner of **McLaughlin Coffee** explains, "It is a great way to "let curious residents not only get a caffeine fix, but also a peek at the new spot in their neighborhood. It also gives the business an opportunity to work out some kinks ... sort of the ultimate soft opening. ...The pop-up shop has been a very good way to spread the word early and gain a little market traction prior to opening."

This Unsolicited Proposal is to provide vision for Blooming Bean Coffee and Roasters to offer a Coffee Kiosk service at Bailey Contemporary Arts serving residence artists and patrons, cultural events and local community of the City of Pompano Beach. The Kiosk will provide hand crafted beverages and high quality seasonally rotating moderately priced lite fare & baked goods. With a forward vision, Blooming Bean Coffee request to provide a coffee kiosk service to BaCA resident artists and visiting patrons.

## TERMS AND FEE AGREEMENT

We request a term of three (3) years with an option to renew for an additional two (2) year term.

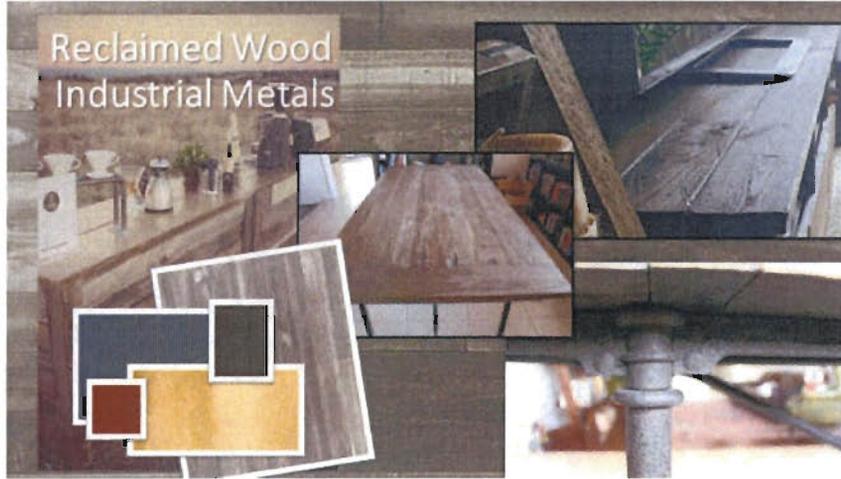
Kiosk Owner suggests starting on an agreed Commencement Date, Blooming Bean agrees to pay to BaCA or CRA monthly without billing an amount equal to 10% of monthly Gross Sales hereinafter called "Percentage Fee" within 10 days following the end of each month during the first year following the Commencement Date. Afterwards, the Kiosk Owner shall pay a Percentage Fee of 12.5% to BaCA or CRA during the second year; 15% during the third year, This graduating fee allows time needed to address environmental issues, to build a loyal following from local established patrons which will bring higher and more consistent revenue.

In the event Kiosk Owner fails to pay percentage fee as required to be paid on the agreed 10th day each month a late fee shall be incurred against delinquent payment depending rate approved by CRA (currently 1%-12% a month). Kiosk owner to supply quarterly revenue reports.

# EXHIBIT "B"

## KIOSK STATION/SET-UP

1. The Kiosk area consists of 3 movable stations built to Mobile Food Establishment (MFE) regulations. 2 movable kiosk stations to hold coffee equipment and food product - 7'11" x 36 and 57" X 27" and a small movable back bar and a customer coffee cart that holds milk products, napkins, straws, etc.
2. Blooming Bean Coffee Kiosk stations are designed with reclaimed wood, barn wood, espresso colored non porous countertops and industrial hammered gold metals. (See below color swatches) Kiosk area will be consistent with the BaCA vision for an innovative cultural arts environment.



3. Staying consistent with innovation design throughout Bailey Contemporary Arts, BaCA and CRA to provide indoor and outdoor seating, tables and chairs and, umbrellas for customers. Kiosk owner can lend commissioned moveable tables. (See Mock Design below) Layout and furnishings subject to change - BaCA approval.
4. Kiosk owner would like to commission a local artisan to create 2 work moveable work/study/event tables (approved by BaCA) allowing for up to 10 -12 people sitting. (Tables on loan to BaCA)



# EXHIBIT "B"

5. Blooming Bean responsible for decorating, equipping and supplying the Kiosk station(s), coffee service area and display cases for baked goods. All aesthetic design and materials to be approved by BaCA in advance.
6. Kiosk will be equipped with standard coffee equipment such as; Espresso Machine, Bunn Brewer, Thermal Temp Kettles, Coffee Grinders, Pour overs, Chemex (not limited to) Kiosk meets MFE permit regulations/standards for a kiosk and certified by inspection.
7. Kiosk Owner will provide a removable outside signage and sandwich board displayed during Kiosk or BaCA event hours and approved in advance by the City.

## KIOSK OPERATIONAL HOURS & ACCESS

1. Kiosk Owner will have consistent hours of operation. Kiosk to be open and operating Tuesday to Friday, 7:30 a.m. - 3:00 p.m., and Saturdays, 8:00a.m. - 3 p.m. at a minimum. However, the Kiosk may operate during evening events (if warranted) longer hours and seven days per week, if and when commercially practical.
2. Kiosk Owner will be provided a code to enter BaCA to set up prior to BaCA opening. Interior doors into gallery will remain locked until BaCA opens.

## STAFFING AND CUSTOMER SERVICE STANDARDS

1. Blooming Bean Coffee is a family operated business. Family members and staff will be well-trained and will be on-site during hours of operation and events. Kiosk owner will have sufficient supervision and daily oversight of Kiosk. We will also train and mentor dedicated qualified youth to learn the coffee trade and gain entrepreneurial skills.
2. Kiosk Owner will staff based on strong friendly customer relations, team members with high standards of integrity and a strong work ethic. Owner will recruit, train, supervise, and delegate managerial responsibilities to ensure adequate staffing for shifts and events. Service should be professional, timely, attentive and friendly. Kiosk will have proper staff who are trained in all aspects of the operation of the coffee and customer services and any other business related tasks.
3. Initially 1 full time and 1 part-time shift during day and as needed for evening events staffed by owner/founder and family members, trained volunteers and staff. Will add staff as needed to meet growing demands of customer service.
4. Each employee will meet our standards of:
  - a. Be clean, neat, and well groomed, free from offensive body odor.
  - b. Be professional, courteous, and friendly.
  - c. Not wear excessive amount of jewelry, perfume, or cologne.
  - d. Wear "Coffee Related" uniform.

# EXHIBIT "B"

## UTILITIES AND SERVICES

1. The CRA/Bailey Contemporary Arts (BaCA) shall be responsible for providing to the Kiosk site utilities generally provided for the premises such as sewer and water service.
2. Blooming Bean Coffee Kiosk Owner provides clean potable water as per Florida Department of Agriculture and Consumer Affairs MFE permit requirements. Blooming Bean may install a under sink water filtration system under West Gallery Vanity sink area located outside restroom and provide doors to hide filter system approved by City.
3. CRA/BaCA to install and pay for a dedicated 220 outlet which can be placed in wall near West Gallery storage room. *The kiln(s) (located behind the Northside wall of storage room) runs off dedicated 220's there is an available spot in the storage room electrical panel.*
4. Kiosk Owner will pay for a dedicated phone for Kiosk and employee use.
5. Customers may use internet provided by Bailey's (BaCA).

## MAINTENANCE/SERVICES

1. Kiosk Owner/employee will keep Kiosk, and outside sitting area neat and clean. Kiosk Owner/employee is also responsible for regularly bussing and cleaning the tables and promptly cleaning up spills/messes in applicable west gallery area and affiliated restroom.
2. We will provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled and will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas and will dispose of all garbage and waste in designated on-site dumpsters upon closing each evening.
3. Kiosk Owner may use and maintain storage room on north side of West Galley for supplies, inventory and cleaning materials.
4. Kiosk Owner will provide regular hourly maintenance and cleaning of Kiosk tables and outside table area in accordance with City's operating and Blooming Bean Coffee's standards
5. Kiosk Owner will maintain west gallery restroom, shortage room and sink/vanity located outside restroom, which includes restocking toiletries, sweeping, mopping cleaning, and removing garbage during regular business hours. Restroom will be kept clean and well maintained.
6. During BaCA private or public events BaCA staff responsible to ensure that restrooms and west gallery and outsider are clean, serviced and provide toiletries.
7. Kiosk Owner secure kiosk against vandalism. The City or BaCA shall not be held responsible for repairs due to vandalism with the exception of kiosk damage during a leased private event held at BaCA.
8. BaCA to provide regular extermination services as provided by gallery.

# EXHIBIT "B"

## DELIVERIES

Deliveries shall be accepted during business hours. Back alley door (Northside) manned by employee. Small packages can be delivered to Kiosk employee during regular business hours.

## INSURANCE/PERMITS

Kiosk owner will work in accordance with City's operating standards and shall meet all Florida Department Agriculture & Health Department standards for a Mobile Food Establishment (MFE) Permit Regulations and other applicable laws and regulations in operating the Kiosk.

- A. MFE/catering Commercial General Liability (CGL) insurance with a minimum limit of liability of \$1,000,000.
- B. Any required Statutory Workers Compensation and employer's liability insurance, in conformance with the statutory requirements of the State of Florida.
- C. Kiosk Owner responsible for obtaining all federal, state, and local permits and licenses needed to operate the kiosk
- D. Kiosk Owner will comply with CRA's insurance requirements.

## MARKETING

Blooming Bean will continue to build a strong brand awareness and following through social media (Instagram and Facebook) and "Word of Mouth" advertising that we are the "Must Go" artistic destination for locally roasted java. All programming & events to be review with Bailey Director & Cultural Arts Marketing Manager prior to an event at minimum on a monthly basis.

### Campaign Ideas

1. Blooming Bean Kiosk Launch @ BaCA opening event – A Coffee Affair.
2. Loyal rewards through Square
3. Punch card Loyal Rewards
4. Happy Happy Hour! – 50% specialty drinks
5. Referral program – refer a friend
6. "Tag me Tag You" at the café/gallery – get a reward.
7. Fliers with cause and where we are/events
8. BaCA flier exposure
9. Blanket campaign to Old Town area and strategic neighborhoods
10. Signage – Sandwich boards and Removable hanging sign

## EXHIBIT "B"



Events bring community together!

### Brew Series

A promotional graphic for the "Brew Series" at BaCA. The background shows a coffee grinder, a pour-over coffee maker, and a red ceramic cup. The text is as follows:

**BREW SERIES**  
at **BaCA**

PT: 1 - Pour Over vs Full Immersion  
June 11 // Noon

PT: 2 - Chemex Lab  
June 25 // Noon

PT: 3 - Aeropress  
July 9 // Noon

\$25 + Limited Seats  
Includes Brewing Demo / Take home guide  
Bag of Freshly Roasted Beans // Lite Fare

Purchase Tickets Online or at BaCA

A "K-Cup Fuenreal" Series

### Mom's Coffee Time

A promotional graphic for "Art Lessons" during "Mom's Coffee Time". The background is a close-up of a paint palette with various colors and brushes. The text is as follows:

**Art Lessons**

Mom's Coffee Time  
Kids Art Corner for waiting siblings

A small inset photograph shows a woman and a child sitting at a table, engaged in an art activity.





And other fun family friendly events and for singles to mingle.

# EXHIBIT "B"

## FOOD QUALITY & SUPPLIES/INVENTORY

Kiosk Owner will provide lite fare created by local food artisans that share community and cultural arts passion while ensuring quality and fresh food. All food & beverages will comply with all federal, state, and local laws

1. Fresh LOCALLY roasted coffee from whole beans.
2. Only quality USDA Grade A -Milk products.
3. Will offer fresh baked goods and other lite fare from local baker. Kiosk Owner may make changes in baked good products and lite fare depending on seasonal and holiday events in consideration with BaCA events. However if a revamping of menu is warranted, BaCA/CRA may give prior approval of changes in products, pricing or services.
4. Kiosk Owner will provide all food, beverages and supplies, and Square pad for ordering and receiving and maintaining accounts for food, beverages and supplies.

### SAMPLE MENU - not limited to

Local fare provided by local artisans and at market pricing varies.

## The Blooming Menu

Black Coffee	\$3.00	Chai	\$4.00	V60	\$3.50
Double Espresso	\$2.50	London Fog	\$3.50	Chemex (2 cupper)	\$6.50
Americano	\$3.00	Cold Brew	\$3.50		
Macchiato	\$3.25	Cold Brew Nitro	\$4.50		
Cappuccino	\$3.50	Fusion Teas	\$3.75		
Latte	\$3.75	Organic Hot Cocoa	\$3.00		

### Local Fare & Treats

<ul style="list-style-type: none"> <li>Benson's Cupcakes</li> <li>Breakfast Scone</li> <li>Biscotti</li> <li>Scratch Cookies</li> <li>Home Spun Doughnuts</li> </ul>	<ul style="list-style-type: none"> <li>Gluten Free Items by Urban Peasant</li> <li>Lunch Scone</li> <li>Mixed Greens/Quinoa Salad in a Jar</li> <li>Conch Salad in a Jar</li> <li>Seasonal Fruit Pastry &amp; Personal Pies</li> </ul>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

# EXHIBIT "B"

## Works Cited

- O'Donnell, Maria. "GETTING TO KNOW THE FRUITFUL FIELD. Maria Corvaia O'Donnell." *The Light Magazine*. N.p., n.d. Web. 10 May 2016.
- Strand, Oliver. "Stumptown at the Whitney." *Diner's Journal Blog*. N.p., 15 Dec. 2010. Web. 10 May 2016.
- Zavatto, Amy. "Pop-Up Coffee Shops - Imbibe Magazine." *Imbibe Magazine*. N.p., 16 Apr. 2011. Web. 10 May 2016.

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

LICENSEE 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 (954 786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

LICENSEE is responsible to deliver to the CITY's Risk Manager for his 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 CRA as an additional insured on all such coverage.

Throughout the term of this Agreement, CRA, by and through the CITY'S Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CRA 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 CRA's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which LICENSEE is obligated to pay compensation to employees engaged in the performance of the work. LICENSEE 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 CRA and the CITY as an additional insureds as their interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE'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 \$200,000 Per Occurrence and \$300,000 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 contractors	personal injury
XX	personal injury	
—	alcohol sales	

**AUTOMOBILE LIABILITY:** Proof of non-commercial automobile coverage.

XX comprehensive form  
 — owned  
 — hired  
 — non-owned

**REAL & PERSONAL PROPERTY**

XX comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY** Minimum per Occurrence and Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
---	---------------------	--------------------------------------------	-------------	-------------

**PROFESSIONAL LIABILITY**

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

C. Employer's Liability. LICENSEE or other agents 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 LICENSEE, the LICENSEE 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 CRA 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 CRA.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CRA, 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 LICENSEE 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 LICENSEE enter into such an agreement on a pre-loss basis.