

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: October 17, 2017

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 (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CRA AND ASHANTI CULTURAL ARTS AND ENRICHMENT, INC.; PROVIDING AN EFFECTIVE DATE

Summary of Purpose and Why:

Ashanti Cultural Arts and Enrichment, Inc. ("Ashanti") is a holdover tenant occupying office space on the second floor of the CRA-owned Ali Cultural Arts Center, 353 Dr. Martin Luther King, Jr. Boulevard. A lease agreement is presented to re-establish the contractual relationship between Ashanti and the CRA for one (1) year in the amount of \$150.00, plus sales tax, per month.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Kim Briesemeister Ext. 7823
- (3) Expiration of contract, if applicable: N/A
- (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
A. J. [unclear]

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

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



P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535

Fax: (954) 786-7836

MEMORANDUM

Date: October 12, 2017

To: Community Redevelopment Agency Board

From: Jordan Pace

Thru: Kim Briesemeister, Co-Executive Director

Subject: Ashanti Cultural Arts and Enrichment, Inc. Lease Agreement

Issue:

Proposed Lease Agreement between the Pompano Beach Community Redevelopment Agency ("CRA") and Ashanti Cultural Arts and Enrichment, Inc. ("Ashanti") for Office 2 in the CRA-owned Ali Cultural Arts Center located at 353 Dr. Martin Luther King, Jr. Boulevard.

Recommendation:

CRA recommends approval of the Resolution.

Background:

On February 16, 2016, the CRA approved a lease agreement with Ashanti to lease office space on the second floor of the CRA-owned Ali Cultural Arts Center located at 353 Dr. Martin Luther King, Jr. Boulevard, Pompano Beach, Florida 33060 (the Lease). The Lease term commenced on March 1, 2016, and expired on February 28, 2017. The monthly rental amount was \$150.00, plus sales tax. However, Ashanti mistakenly paid \$200 per month from August 2016 through February 2017.

Additionally, Ashanti occupied the premises until June 2017 (three (3) additional months) after the expiration of the lease when a roof leak forced her to vacate the premises. Ashanti paid \$200 per month for these three (3) holdover months as well. In total, Ashanti paid excess rent in the amount of \$500, which the CRA has accounted for in the lease that has been presented by not requiring rental payments until February 1, 2018.

During the initial term, Ashanti demonstrated its commitment to the mission of the Ali Cultural Arts Center, which is to celebrate the history and culture of Pompano Beach's African American community through local art programs, a commitment required by the Lease. The CRA wishes to renew the Lease with Ashanti for a period of one (1) year in the amount of \$150.00, plus sales tax, per month, as well as include a one-year optional renewal term. The approval of this Lease Agreement will further the CRA's objectives of enhancing the community's artistic programs and further attracting future artists and artists' cooperatives in the area.

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CRA AND ASHANTI CULTURAL ARTS AND ENRICHMENT, INC; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Lease Agreement between the Pompano Beach Community Redevelopment Agency (CRA) and Ashanti Cultural Arts and Enrichment, Inc. for property located at Ali Cultural Arts Center, 353 Dr. Martin Luther King, Jr. Boulevard (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.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of October, 2017.

LAMAR FISHER, CHAIRPERSON

ATTEST:

CATHY TRENKLE, SECRETARY

Pompano Beach Community Redevelopment Agency
ALI CULTURAL ARTS /LEASE AGREEMENT

Tenant: **Ashanti Cultural Arts and Enrichment, Inc.**
Address: P.O. Box 10646
Fort Lauderdale, FL 33010
Linda Houston Jones, President/Founder
Telephone No. (954) 482-1553

This Lease Agreement (Agreement) is entered into between **Pompano Beach Community Redevelopment Agency** ("CRA") and **Ashanti Cultural Arts and Enrichment, Inc.** (Tenant), subject to the terms and conditions set forth herein.

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 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 one (1) year term: November 1, 2017 to October 31, 2018 (the Term). The Agreement can be renewed for an additional one year term (the Renewal Term) at the option of the CRA. The Term and the Renewal Term, if any (also collectively referred to as the Term), are 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 2" (the Premises). 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 to and use of space labeled "Conference Room" on the 2nd Floor Plan for a total of 3 hours per month and coordinated through the Ali Director as part of the Lease Agreement. Tenant

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

4.0 RENT. Tenant has a credit of \$450.00 resulting from overpayments on the original lease. The credit of \$450.00 will be applied to the rents due in November, December, and January. Monthly rent shall be paid by the Tenant to the CRA for the Term in the amount of \$150.00, plus sales tax, beginning February 1, 2018 for a total payment of \$1,350, plus sales tax, if any. The monthly rental 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.

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 furnish the interior offices/tenants office with a desk and chair. All other furniture and equipment needed for Tenant's operations to be provided by TENANT. Tenant acknowledges that the furnishings supplied by the CRA remain the property of the CRA.

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.

8.0 USE OF PREMISES. Tenant shall use the Premises for the purposes listed in The Ali Cultural Arts Center Facility Application and Use Agreement attached hereto and incorporated herein by reference and at all times consistent with the mission of The Ali. As the space is located in a public facility, the Tenant shall insure that activities are accessible to the public, and that activities promote and appeal to the diverse demographics of Pompano Beach's population. Tenant shall insure a high quality and variety of cultural events, performances, workshops, and exhibits. Prior to commencing any use other than those described herein, the Tenant shall first obtain the written consent of the CRA. 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 the 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 Facilities and/or the 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 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. Bests. 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 or Renewal Term of this Lease shall operate to extend the Lease.

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's 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 as described in Paragraph 5 above. 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 Briesemeister
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

Ashanti Cultural Arts and Enrichment, Inc.:

Ms. Linda Houston Jones, President/Founder
P.O. Box 100646
Fort Lauderdale, FL 33010

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.

“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

Print Name: _____

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)

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

"LESSEE"

Witnesses:

Ashanti Cultural Arts and Enrichment, Inc.
a Florida corporation

Signature

By: Linda H. Jones

Print Name

Print Name Linda H. Jones

Print Title: President

STATE OF BROWARD
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 12 day of Oct, 2017, by Linda Jones, as President of Ashanti Cultural Arts and Enrichment, Inc. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

Cathy Jones
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

EXHIBIT "B"
The Ali - First Floor Plan



