



TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and

Hilde Brank Amusement Inc, hereinafter referred to as the "Permittee".

W I T N E S S E T H:

WHEREAS, CRA is the owner and manager of certain real property in the City of Margate, Broward County, Florida, as said property (the "Property") is legally described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Permittee has requested the use of the CRA's above-described property for A Spring Fair; and

WHEREAS, CRA is willing to allow the Permittee to use said area for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, CRA hereby grants to the Permittee and the Permittee hereby accepts the use of the premises hereinafter defined upon the following terms and conditions:

**ARTICLE I
BASIC PROVISIONS**

Section 1.01 Premises.

The premises subject to this Agreement consists of the area as depicted in Exhibit "A" attached hereto and by reference made a part hereof, (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The Term of this Agreement shall be for a period as follows:

3-12-24 thru 4-3-24, between the hours of _____ until _____.
M-TH 5pm-11pm FRI 5pm-12mid SAT 1pm-12mid SUn 1pm-11pm

The Commencement Date is the first date listed above.

Section 1.03 Rent.

The rent for the use of the Premises by the Permittee shall be:

\$ 50,000⁰⁰ (fifty thousand ⁰⁰ ~~00~~)
payable \$ 25,000⁰⁰ on 3-15-2024 * 25,000⁰⁰ on 3-25-2024

**ARTICLE II
CONSTRUCTION OF PREMISES**

Section 2.01 Acceptance of Premises.

The Permittee certifies that it has inspected the Premises and accepts same "as is" in its existing condition as of the Commencement Date of this Agreement.

Section 2.02 Alterations.

The Permittee shall not make or permit any improvements, additions, modifications or alterations whatsoever to the Premises.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY PERMITTEE**

Section 3.01 Use of Premises.

The Permittee shall use the Premises solely and exclusively for A spring fair. CRA staff shall be allowed access to the property during regular working hours.

Section 3.02 Waste or Nuisance.

The Permittee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect CRA's fee interest in the Premises.

Section 3.03 Governmental Regulations.

The Permittee shall, at the Permittee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Permittee or its use of the Premises. The Permittee shall indemnify, defend and save CRA harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from the Permittee's failure to perform its obligations in this Section.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Agreement, the Permittee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to CRA in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. If the Permittee fails to remove any of the personal property from the Premises, then upon expiration of the Term of this Agreement, CRA may remove said personal property from the Premises for which the cost the Permittee shall be responsible and shall pay promptly upon demand. Permittees may be charged additional rent on a pro rata basis for occupying the premises beyond the approved time frame in Section 1.02.

Section 3.05 CRA Events Policy

Any use of the Premises for events approved pursuant to the CRA's adopted Event Policy, as amended from time to time, shall adhere to all requirements of the Event Policy.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of the Permittee.

All portions of the Premises shall be kept in good repair and condition by the Permittee. At the end of the Term of this Agreement, the Permittee shall deliver the Premises to CRA in good repair and condition as specified herein. Permittee hereby agrees to immediately remove all trash, rubbish, debris, and equipment from the premises upon the termination of the term of their use and to return the premises to the Margate Community Redevelopment Agency in the same manner as it was at the inception of this Agreement. Permittee shall be responsible for electrical service that may be required.

Section 4.02

The Permittee shall provide such evidence of its corporate good standing in existence to the CRA prior to occupancy, as well as a Certificate of Incumbency as to its current Directors and Officers.

ARTICLE V INSURANCE AND INDEMNITY

Section 5.01 Liability Insurance.

The Permittee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage liability. All insurance policies shall name the Margate Community Redevelopment Agency, its agents and employees and the City of Margate, Florida, its agents and employees as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the CRA. A Certificate of Insurance evidencing such insurance coverage shall be provided to the CRA prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The General Liability Policy shall include coverage for Premises - Operations, Contractual Liability, and Broad Form Property Damage Liability coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of the Permittee under this Agreement. In the event that the Permittee shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by the Permittee under this Agreement, CRA may procure same from such insurance carriers as CRA may deem proper, and the Permittee shall pay as Rent, upon demand of the CRA any and all premiums, costs, charges and expenses incurred or expended by CRA in obtaining such insurance. Notwithstanding the foregoing sentence, the Permittee shall nevertheless hold CRA harmless from any loss or damage incurred or suffered by CRA from the Permittee's failure to maintain such insurance.

Section 5.02 Indemnification.

The Permittee shall indemnify and hold harmless the CRA, its agents and employees, the City of Margate, Florida (City) its agents and employees, and the MCRA's authorized property manager, its officers and employees, from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Permittee, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event CRA or City shall be made a party to any litigation commenced against the Permittee or by the Permittee against any third party, then the Permittee shall protect and hold CRA and City harmless and pay all costs and attorneys' fees incurred in connection with such litigation, and any appeals thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the CRA and City, as provided in Florida Statutes 768.28 as amended, or any other law providing limitations on claims.

**ARTICLE VI
LEGAL EXPENSES**

In the event that it shall become necessary for CRA to employ the services of any attorney to enforce any of its rights under this Agreement or to collect any sums due to it under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the Permittee to be kept or performed, regardless of whether suit be brought, the Permittee shall pay to CRA such reasonable fee as shall be charged by CRA's attorney for such services. Should suit be brought for the recovery of possession of the Premises, or for any sum due CRA under this Agreement, or because of the default by the Permittee of any of the covenants of this Agreement, the Permittee shall pay to CRA all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Entire Agreement.

This Agreement and any Exhibits attached hereto and forming a part thereof as fully set forth herein, constitute all agreements, conditions and understandings between CRA and the Permittee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon CRA or the Permittee unless reduced to writing and signed by them.

Section 7.02 Notices.

Any consents, approvals and permissions by CRA shall be effective and valid only if in writing. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

- (a) If to CRA:
CRA Executive Director
5790 Margate Blvd.
Margate, FL 33063 with a copy to:

David Tolces, CRA Attorney
Weiss Serota Helfman Cole & Bierman
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

- (b) If to Permittee:

Hillbrand Amusement Co
111 SW 6th Street
Fort Lauderdale, FL 33301

Section 7.03 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 7.04 Governing Law.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Broward County.

Section 7.05 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 7.06 Severability.

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

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

WITNESSES:

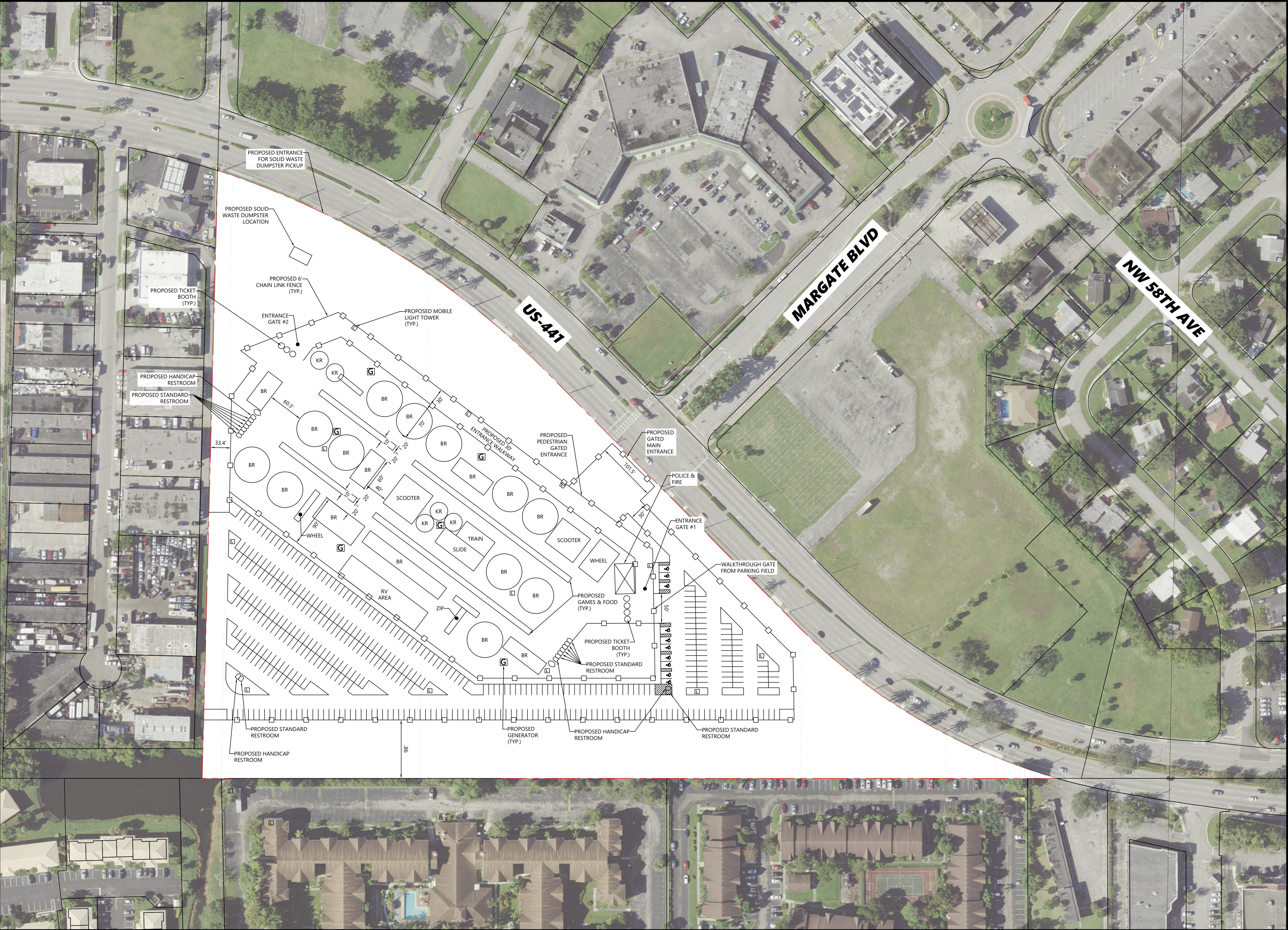
MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Board Chair

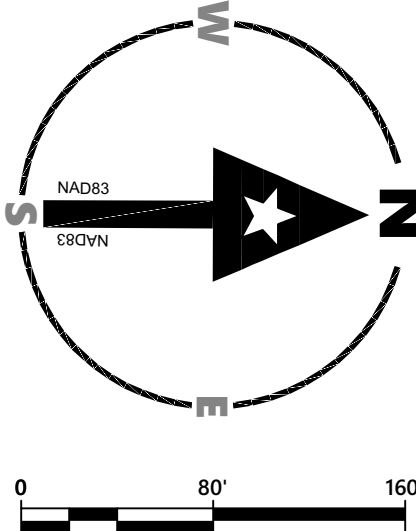
WITNESS:

By: Joshua Rudell
Permittee (print name)

Permittee (signature)



- LEGEND**
- EXISTING PROPERTY LINE (SITES REQUESTED BY THE FAIR AT MARGATE)
 - PROPOSED 6' CHAIN LINK FENCE
 - BR PROPOSED BIG RIDE
 - KR PROPOSED KID RIDE
 - PROPOSED TICKET BOOTH
 - PROPOSED PORT O LETS/RESTROOMS
 - PROPOSED WASH STATION
 - PROPOSED GENERATOR
 - PROPOSED MOBILE LIGHT TOWER



SITE DATA TABLE	
JURISDICTION:	CITY OF MARGATE
FOLIO NUMBER:	±4841 25 03 0010
SITE AREA:	±741,050 SF (17.01 AC)
ZONING DESIGNATION:	TRANSIT-ORIENTED CORRIDOR-CITY CENTER (TOC-CC)
TOTAL RESTROOMS PROVIDED:	18 RESTROOMS
PARKING PROVIDED FOR EVENT:	TOTAL ADA PARKING: 10 ADA PARKING SPACES OVERALL TOTAL PARKING: 436 PARKING SPACES

- NOTES:**
- THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCEDURE OF JURISDICTIONAL APPROVALS.
 - THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO LUBIN ELITE ENGINEERING AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.
 - DIMENSIONS FOR TEMPORARY STANDARD PARKING: 9' X 18'. DIMENSIONS FOR TEMPORARY ADA PARKING: 12' X 18' W/ 5' WALKWAY. WIDTH FOR TEMPORARY DRIVE AISLES WITHIN TEMPORARY PARKING AREA ARE 24 FEET UNLESS NOTED OTHERWISE.
 - OVERFLOW PARKING TO BE LOCATED ON THE EAST SIDE OF THE FAIRGROUNDS SET UP.
 - ALL GENERATORS SHOWN TO BE 350 KW.
 - ALL LIGHTING TOWERS SHOWN TO BE 6 KW.



7154 NORTH UNIVERSITY DRIVE
SUITE #131
TAMARAC, FL 33321
PHONE: 954-536-9058

THE SPRING BREAK FAIR AT MARGATE

SITE LAYOUT EXHIBIT

SEC OF US-441 & MARGATE BLVD
MARGATE, FL 33063

PROJECT NO. 23-0008
REVISION NO. 1
DSGN. BY LUL
DATE 2023-02-28



THE LAW OFFICE OF
JOSHUA D. RYDELL, P.A.

Attorneys At Law

POWER OF ATTORNEY TO SIGN ANY PAPER ON BEHALF OF HILDEBRAND
AMUSEMENT RIDES, INC. DEALING WITH THE CITY OF MARGATE AND CRA

Know by all these present that: The undersigned has made, constituted an appointed, and by these present does hereby make, constitute and appoint **Joshua D. Rydell, Esq.** and any of its duly authorized agents and employees as and to be the undersigned's true and lawful attorney for and in the undersigned's name, place and stead to endorse, execute, submit applications on behalf of the undersigned or to the undersigned and **THE LAW OFFICE OF JOSHUA D. RYDELL, P.A.**

The undersigned by these presents does give and grant the said **JOSHUA D. RYDELL, ESQ.** as attorney the full power and authority to do and perform all and every act whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as the undersigned might or could do to personally present insofar as executing agreements for the **HILDEBRAND AMUSEMENT RIDES, INC.**

A photocopy of this document shall be as binding as an original signature page.

FURTHER AFFIANT SAYETH NAUGHT.

Harlan Bast
Harlan Bast for Hildebrand Amusement
Rides, Inc. (Printed)

Harlan Bast
Harlan Bast for Hildebrand Amusement
Rides, Inc. (signed)

WITNESS

WITNESS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **Harlan Bast** to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same freely, voluntarily and with personal knowledge.

WITNESS my hand and official seal in the County and State last aforesaid this 11

day of October 2022.

(Signature of Notary Public the State of California)

(Print, Type, or Stamp Commissioned Name of Notary Public)

COMMISSION NUMBER

MY COMMISSION EXPIRES:

() Personally Known or () Produced Identification

Type of Identification Produced: _____

