

## **TEMPORARY USE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and The Mill Group, 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 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 Filming a commercial; 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:

Friday 02/06/2015, between the hours of 7:00 a.m. until 9:00 p.m.

The Commencement Date is the first date of the above described Term.

#### **Section 1.03 Rent.**

The rent for the use of the Premises by the Permittee shall be N/A, payable\_\_\_\_\_.

## **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 unless specifically approved in writing by the CRA.

## **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 Production of TV commercial. CRA staff or designee shall be allowed access to the property at all times.

### **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.

## **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 CRA in the same manner as it was at the inception of this Agreement. Permittee shall be responsible for electrical service that may be required.

## **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 CRA, the City and the CRA's Property Management Company Advanced Asset Management (AAM) 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 within fifteen (15) days of 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, City and AAM 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 save harmless the CRA, City and AAM 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, City and AAM 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, City and AAM harmless and pay all costs and attorneys' fees incurred by CRA, City and AAM 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, 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:  
Diane Colonna, AICP  
Executive Director  
5790 Margate Blvd.  
Margate FL 33063  
with a copy to:

Eugene Steinfeld  
City Attorney  
5790 Margate Blvd.  
Margate FL 33063

- (b) If to Permittee:

### **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

\_\_\_\_\_

\_\_\_\_\_  
Name Date

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_  
Permittee

\_\_\_\_\_

\_\_\_\_\_  
Name & Title Date

## EXHIBIT "A"

Property Control # 484125031340

Legal Description - MARGATE 3RD ADD 44-48 B PARCEL Z LESS PT DESC IN ORS 3627/854,522/147 & THAT POR DESC IN OR 43386/1192 AS A 15 FT

Map of use area—PARCEL "D"



Map Letter	Folio Number	Land Area	Owner	Address
A	484125030010	736,960 sq. ft.	MCRA	1000 N. State Road 7
B	484125010190	33,256 sq. ft.	MCRA	1291 N. State Road 7
C	484125031343	33,367 sq. ft.	MCRA	N. State Road 7
D	484125031340	234,078 sq. ft.	MCRA	5701 Margate Blvd.
E	484125031280	142,600 sq. ft.	MCRA	5801 Margate Blvd.
F	484125031085	11,250 sq. ft.	MCRA	5750 Margate Blvd.
G	484125031080	222,297 sq. ft.	MCRA	1021 N. State Road 7
H	484125031084	13,907 sq. ft.	MCRA	5700 Margate Blvd.
I	484125031081	18,750 sq. ft.	MCRA	1001 Park Drive
J	484125030110	132,991 sq. ft.	MCRA	911 N. State Road 7
K	484125030000	0.000 sq. ft.	MCRA	NW 9th St