



TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ 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

Margate firefighters Benevolent, hereinafter referred to as the "Permittee".

WITNESSETH:

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 annual; 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:

Sat-Sun 12pm-12am
Mon-Thurs 5-11pm, between the hours of _____ until _____.

Friday 5pm-Midnight 1
April 29 - May 8, 2016

JAN 28 PM 4:52

Revised

INSURANCE REQUIREMENTS

The event sponsor(s) is required to provide General Liability insurance coverage as follows:

Commercial General Liability-Each Occurrence

GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COMP/OP AGG	\$1,000,000
PERSONAL & ADV INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000

The insurance certificate must name the Margate Community Redevelopment Agency as the Certificate Holder; the Margate Community Redevelopment Agency, the City of Margate, and Advanced Asset Management must be named as Additional Insured on the insurance certificate.

Hold Harmless Agreement must be completed and signed by the event sponsors and organizers. Form must be submitted when application is approved. (A sample form is attached).

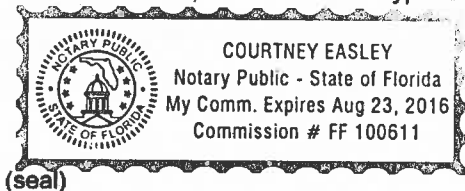
Contact Name: Matthew Whiteshield
Contact Phone: 954-218-8213
Contact Email: MWhiteshield@MargateFL.com

[Signature]
Sponsor (signature of authorized representative)
M. Whiteshield / President
Print name and title

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, this 28 day of Jan, 2016, personally appeared Matthew Whiteshield who acknowledges that before me he/she freely and voluntarily executed this agreement for the purpose therein expressed.

- ☐ Personally Known
☐ Produced Identification; ID Number and Type of ID _____



Notary Public, State of Florida

Print Name

APPROVED BY _____ DATE: _____
APPROVED BY _____ DATE: _____

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:

\$6,428.57

payable Maryate Community Redevelopment Agency

**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 CARNA. 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 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:

Margate Firefighters Benevolent
PO Box 936133
Margate FL 33063

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:

Courtney Esery

By: Matthew Whitehead
Permittee (print name)
[Signature]
Permittee (signature)