

ORIGINAL



CITY OF
MARGATE
Together We Make It Great

City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Outdoor Event

5790 Margate Blvd., Margate, FL 33063
954-972-6454

Submittal Date (official use):

RECEIVED
SEP 29 2016
BY: *fp*

Project Name Kiwanis Annual Cristmas Tree sales		DRC # <i>10-16-05</i>
Address 911 N State Rd 7, Margate FL 33063		
Acreage 134440 SF	Folio Number 484125030110	Paid: <i>n/a</i>
Existing Use vacant		
Legal Description margate 3rd add 44-48B lot 8 blk 1		

☐ Check this box if you would like to rent the City's portable stage for your promotional event.

Petitioners interested in renting the City's portable stage for their promotional event shall be charged \$50/hr with a minimum rental of four hours for the use of the stage, plus labor costs of \$75/hr. Rentals shall be subject to availability. Official rental forms and agreements are available from, and are to be filed with, the Parks and Recreation Department.

Agent/Contact Name Phil Hylander	
Address 6993 NW 5 Place	
Margate FL 33063	
Phone Number 954-648-1996	Fax Number 954-724-0811
Email Address philhylander@gmail.com	

Property Owner Name Margate CRA	
Address 5790 Margate Blvd	
Phone Number 954-972-6454	Fax Number
Email Address	

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 ½ of the Margate City Code.

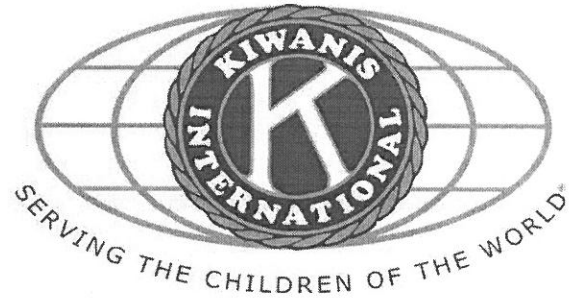
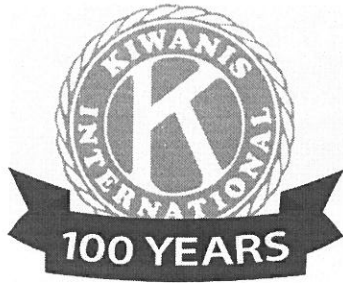
Marie Colonna

Property Owner's Signature

MARGATE CRA

Date

9-29-16



Margate – Coconut Creek Kiwanis Club

9/29/16

RE: Use of CRA property at 911 N. State Rd 7

This letter accompanies the outdoor event approval application for live Christmas tree sales for this organization.

Dates of event: 11/18/16 to 12/24/16.

1 unisex bathroom will be provided for guests per attached site plan.

The Margate CRA is the property owner.

Water to be from temporary meter from Margate.

Margate Police have not been contacted for assistance. This was never required or needed in the past.

Thank you for your consideration. Do not hesitate to contact me if any additional information is required.

Phil Hylander
President – Margate-Coconut Creek Kiwanis

954-648-1996

**AMENDMENT TO TEMPORARY USE AGREEMENT BETWEEN THE MARGATE
COMMUNITY REDEVELOPMENT AGENCY AND
COCONUT CREEK/MARGATE KIWANIS CLUB**

THIS AMENDMENT is hereby made to the Temporary Use Agreement by and between the Margate Community Redevelopment Agency ("MCRA") and Coconut Creek/Margate Kiwanis Club (Permittee).

NOW, THEREFORE, for good and valuable consideration as contained herein, the MCRA and the Permittee agree to amend the Temporary Use Agreement dated August 23, 2016, as follows:

1. Section 1.02 of the Agreement between the MCRA and Permittee is hereby amended in part to read as follows:

The Term of this Agreement shall be for a period as follows: November 15 –
December 28, 2016

2. All other provisions set forth in the Temporary Use Agreement dated August 23, 2016 shall remain in full force and effect except for as provided herein.

IN WITNESS WHEREOF, the parties have made an executed this Amendment on the respective dates under each signature; The Margate Community Redevelopment Agency through its Board signing by and through the Chair, and Coconut Creek/Margate Kiwanis Club signing by and through its duly authorized representative to execute same.



Lesa Peerman, MCRA Chair

9/14/16
Date



Coconut Creek/Margate Kiwanis Club

9-29-16
Date



MARGATE
CRA

TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, 2016 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-COCONUT CREEK KINANS, 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 911 N. ST. RD 7; 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:

11-25-16 - 12-24-16, between the hours of 9 AM until 11 P.M.

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:

\$ 500

payable Margate 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 CHRISTMAS TREE SALES. 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 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
Goren Cherof Doody & Ezrol
3099 East Commercial Blvd. Suite 200
Fort Lauderdale FL 33308

- (b) If to Permittee:

PHILLIP HENDERSON
6943 NW 5 PL
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:

Courtney Esley

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By:

[Signature]

Board Chair

WITNESS:

By:

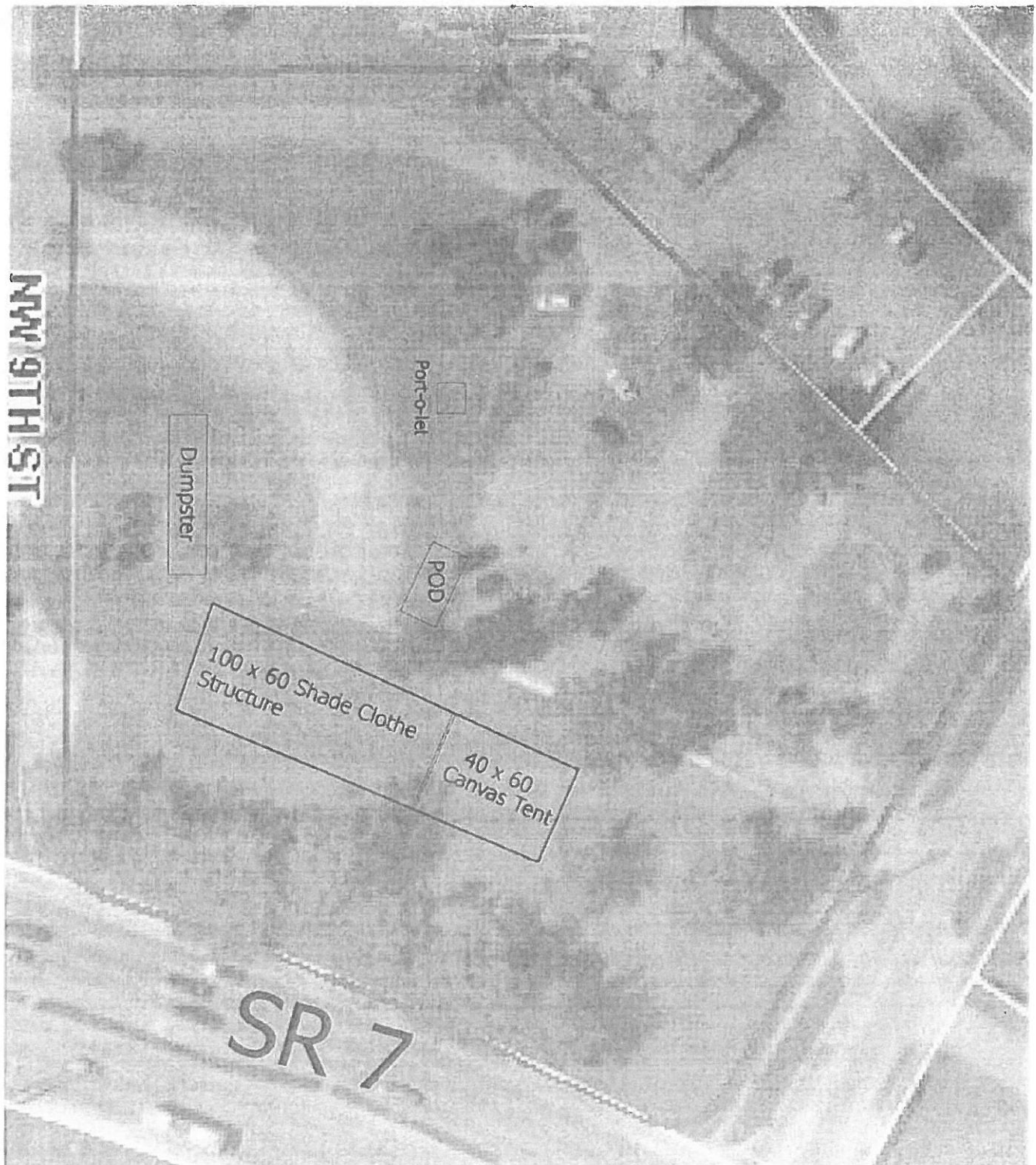
PHIL HYLANDER PRESIDENT

Permittee (print name)

[Signature]

Permittee (signature)

EXHIBIT "A"



911 N. State Road 7
Margate, FL

CITY OF MARGATE



HOLD-HARMLESS AGREEMENT

RE: OUTDOOR EVENT

Event Name/Description: Kiwanis Annual Christmas Tree sales

Event Location: 911 N State Rd 7, Margate

Date(s) Of Event: November 18 to December 24 2016

Property Legal Description:

Pursuant to the requirements set forth in Section 3.24, of Article III, of Appendix A, of the Code of the City of Margate, Florida, the petitioner(s) appearing before the Development Review Committee for the promotional outdoor event described above do(es) hereby agree to indemnify, defend, and hold the City of Margate harmless for any claim or suit arising out of the planning, organizing, or operation of this promotional outdoor event.

Petitioner's Signature:

Petitioner's Printed Name: Phillip Hylander

Petitioner's Official Title: President Margate-Coconut Creek Kiwanis Club

Organization/Corporation: Margate-Coconut Creek Kiwanis Club

Subscribed and sworn to before me this 29 day of SEPTEMBER
2016.

MICHELLE L. PROUD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF127323
EXPIRES 6/10/2018
BONDED THRU 1-888-NOTARY1

Signature of Notary

Notary's Seal

☒

Personally known to me.

Produced identification: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LifeStore Insurance Services, Inc. 206 S Jefferson Avenue PO Box 825 West Jefferson NC 28694		CONTACT NAME: Kimberly Isaacs PHONE (A/C, No, Ext): (336) 246-7297 E-MAIL ADDRESS: kisaacs@golifestore.com FAX (A/C, No): (336) 246-4164	
INSURED John & Kathy Chefas Hart T Tree Farms PO Box 35 Grassy Creek NC 28631-0035		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Co. NAIC # 18988 INSURER B: Charter Oak Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master Certificate 16-17**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35178310	7/10/2016	7/10/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER						Premises/Operations \$
A	AUTOMOBILE LIABILITY			4898477000	10/5/2016	10/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						Non-owned \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4898477002	6/29/2016	6/29/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB9F342929-16	8/1/2016	8/1/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tree Lot location: 911 N State Rd. 7, Margate FL 33063 for Kiwanis Club tree sale.

CERTIFICATE HOLDER**CANCELLATION**

City of Margate & Margate CRA 5790 Margate Blvd Margate, FL 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kimberly Isaacs/KI