



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

MARGATE-COCONUT LK. KIWANIS CLUB, 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 1423 N- STATE ROAD 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:

11-15-18 TO 12-¹⁵~~31~~-18, between the hours of 9 AM until 11 PM

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:

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.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY PERMITTEE

Section 3.01 Use of Premises.

~~SALE OF TREES & OTHER ITEMS~~ The Permittee shall use the Premises solely and exclusively for 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:

JOHN FRANCIS
2800 NW 21ST AVE
DADE COUNTY, FL 33004

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:

Melissa Miller

By: JOHN FRANCIS
Permittee (print name)

[Signature]
Permittee (signature)

EXHIBIT "A"

Map/Address of Property



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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 have ADDITIONAL INSURED provisions or 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 FAX (A/C, No): (336) 246-4164 E-MAIL ADDRESS: kisaacs@golifestore.com																					
INSURED John & Kathy Chefas dba Hart T Tree Farms PO Box 35 Grassy Creek NC 28631-0035		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Auto-Owners Insurance Co.</td><td>18988</td></tr><tr><td>INSURER B:</td><td>Charter Oak Fire Ins Co</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Auto-Owners Insurance Co.	18988	INSURER B:	Charter Oak Fire Ins Co		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** Master Certificate 18-19 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		35178310	07/10/2018	07/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Premises/Operations \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19	Y		4898477000	10/05/2018	10/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4898477002	06/29/2018	06/29/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB9F342929-18	04/01/2018	04/01/2019	E.L. EACH ACCIDENT \$ 1,000,000 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)

Margate Tree Lot #20 Location: 1423 N SR 7 Margate FL 33063

CERTIFICATE HOLDER City of Margate, Margate CRA and Advance Asset Management 5790 Margate Blvd Margate FL 33063	CANCELLATION 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
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MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1423 N STATE ROAD 7, MARGATE FL 33063	ID #	4841 25 02 0010
Property Owner	MARGATE COMMUNITY REDEVELOPMENT AGENCY	Millage	1212
Mailing Address	5790 MARGATE BLVD MARGATE FL 33063-5129	Use	80
Abbr Legal Description	MARGATE 2ND ADD 40-44 B PARCEL A BLK 12, LESS POR DESC AS BEG NW COR SAID PAR A, S 17 E 39.86, N 7, E 195, N 10, W 234.86 TO POB		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$503,190		\$503,190	\$503,190	
2018	\$503,190		\$503,190	\$503,190	
2017	\$503,190		\$503,190	\$503,190	

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$503,190	\$503,190	\$503,190	\$503,190
Portability	0	0	0	0
Assessed/SOH	\$503,190	\$503,190	\$503,190	\$503,190
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$503,190	\$503,190	\$503,190	\$503,190
Taxable	0	0	0	0

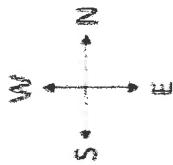
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/5/2004	WD	\$451,400	37090 / 1082	\$10.00	50,319	SF
7/31/1996	WD	\$250,000	25220 / 301			
4/1/1994	WD	\$302,500	22010 / 645			
5/1/1990	D	\$100				
12/1/1988	WD	\$582,100				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Please Note: The City of Margate levies a non-ad valorem fire assessment. The fire assessment, if any, is not included in the tax amounts shown above.

Hart T Trees
Christmas Tree Sales
1423 N State Road 7
Margate Florida



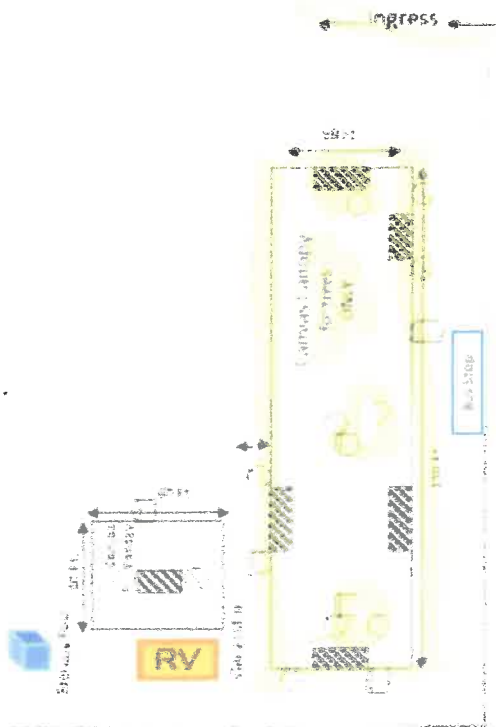


See Plan: Merge
1423 SR-7/44
Merge, PG 13061

Lot #20



Egress



US 441/SR 7

100'

Coconut Creek, Florida

Architect
Design &
Construction
before