

TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this day of	, 20	by a	nd
between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body pol	itic cre	ated	
THE RESERVE THE PROPERTY OF TH			
pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and KIWANIS MARCATE LOCONITY LK & HADT TOTAL "Permittee"	referre	xd to as the	he
"Permittee".			
WITNESSETH:			
WHEREAS, CRA is the owner and manager of certain real property in the Broward County, Florida, as said property (the "Property") is legally described in Exhereto and by reference made a part hereof; and	: City chibit '	of Marg	ate, hed
WHEREAS. Permittee has requested the use of the CRA's above-described by the second of the crack of the second of the sec	ribed	property	for
WHEREAS, CRA is willing to allow the Permittee to use said area for the pr	urpose	s hereins	after
defined.			

ARTICLE I BASIC PROVISIONS

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

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and

Section 1.01 Premises.

following terms and conditions:

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 shal	•	
11/22/19-12-29-19	, between the hours of 9 AM	until_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:

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.

The Permittee shall use the Premises solely and exclusively for 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.

(b)

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

If to Permittee:

KINDNE MANGATE-LOSENHT LY

ZOO NW ZOE PUZ

POMOGNO BCH, FL 320HH

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: Permittee (print name) TOWN E FORKS Permittee (signature)

EXHIBIT "A"

Map/Address of Property

Property Id: 484125020010

**Please see map disclaimer



August 12, 2019

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EngriQuer um 25 de 29 2/16 - Brownd Gurts Primers Admir II



Description

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

					Proper	ty Assessm	ent Valu	es				
Year Land				Building / Improvement			Just / Market Value			Assessed / SOH Value	Tax	
2019	\$503,	190					\$503,190			\$503,190		
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2017	\$503	190						3,190		\$503,190		
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					ounty	Scho	ool Board		Municip		ndependent	
Just Value			_	\$51	03,190		\$503,19	0	\$503,19	0	\$503,190	
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Exempt Type 15 Taxable			-	40.	0			0	4550,11	0	\$503,199	
			Sales	History	/		71		Land C	alculations		
Date	Тур	e		ice	W	Page or CIN	or CIN Price		e	Factor	Туре	
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5/1/1990 D \$10		00										
12/1/1988 WD \$582,100		,100					Adj. Bldg.	S.F.				
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Fire	Garb	Ŧ	Ligh	t		Impr	-		Storm	Clean	Misc	

Margate Community Redevelopment Agency HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the KIWAWK MARCHIE Utilizing the
property of the Margate Community Redevelopment Agency located at
1423 N. STATE A 7, within the City of Margate,
for the purpose of SELLING TOPPE on NOV. A , 2017.
the KINIANE MADSATE-LDEONTH TO indemnify and hold harmless
the Margate Community Redevelopment Agency, its agents and employees
and the City of Margate, Florida, its agents and employees from any
and all claims, suits or judgments brought by third persons for bodily
injury including wrongful death and for any damage to the property of
third persons which is alleged to have arisen out of the above-
described property being utilized by KIMANIS MARCATE LOCATE for the
above-described use.
Further, KIMANIS MARSATIES hereby agrees to name the Margate
Community Redevelopment Agency, its agents and employees and the City
of Margate, Florida, its agents and employees as additionally insured,
under a policy of insurance, for the above described use.
Dated this day of, 20
ATTEST: MARGATE COMMUNITY REDEVELOPMENT AGENCY
s II
Tommy Ruzzano, Chair
Jeffrey Oris
Executive Director

Before me, the undersigned authority, this $\frac{12}{2}$ day of $\frac{12}{2}$ personally appeared John FRANCIS, who acknowledges that before me he/she freely and voluntarily executed this Agreement for the purpose therein expressed. Personally Known Produced Identification ____ Type of I.D. Notary Public, State of Florida

STATE OF FLORIDA COUNTY OF BROWARD

Notary Public State of Florida

Rita Rodi

(seal)

David N. Tolces CRA Board Attorney

APPROVED AS TO FORM:

CITY OF MARGATE



HOLD-HARMLESS AGREEMENT

RE: OUTDOOR EVENT

Event Name/Description: LIVAWE LIIB	OF MARGATE-COEDNITCK
Event Location: 1423 STATE P	Ď Z
Date(s) Of Event: 11/22/19 - 12	2/27/19
Property Legal Description: MARLATE 2	DADO UD-CH PAPIES A BIK
12, LES POR DESCAS POL	
E 39.86. N7. E 195. N1	
Pursuant to the requirements set forth in Section 3.24(c) the City of Margate, Florida, the petitioner(s) appearing the promotional outdoor event described above do(es) have City of Margate harmless for any claim or suit arising of this promotional outdoor event.	before the Development Review Committee for nereby agree to indemnify defend and hold the
Petitioner's Signature:	
Petitioner's Printed Name: John R. J	PANCK
Petitioner's Official Title: POSSIFT	T
Organization/Corporation: MAD LATE-1	COCONCIT BE. KIWANIS
Subscribed and sworn to before me this	Notary Public State of Florida Rita Rodi My Commission FF 996837 Expires 07/21/2020 Notary's Seal
Personally known to me.	
Produced identification:	



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 SURPOGATION IS WAIVED subject to the te

	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					CONTACT Kimberly isaacs					
LifeStore Insurance Services, Inc.					PHONE: (336) 246-7297 (AIC, No, Ext): (336) 246-4164					
631.150					EMAL	trie agree @			(1-5)	-30
206 S Jefferson Avenue					ADDRESS: kisaacs@golifestore.com					
	Box 825			NC 28694		A.d. O.	ners insurance	DING COVERAGE		NAIC# 18988
100000000000000000000000000000000000000	t Jefferson			NC 20094	INSURE		Dak Fire Ins Co			10000
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	John & Kathy Chefas				INSURE	RC:			- 6310 (0)	
	dba Hart T Tree Farms				MSURE			*****		
	PO Box 35			NO 00004 0005	INSURER E:					
	Grassy Creek			NC 28631-0035	INSURE					
				NUMBER: Master Certific				REVISION NUMBER:	00	
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EX	CLUSIONS AND CONDITIONS OF SUCH PO			ITS SHOWN MAY HAVE BEEN	REDUC	ED BY PAID CL	AIMS.			
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	OTHER:								\$	
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	HIRED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
	≥ 19						Non-owned	\$		
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	WORKERS COMPENSATION	NIA						PER OTH- STATUTE ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE			UB9F342929-18		04/01/2018	04/01/2019	E.L. EACH ACCIDENT	s 1,00	
, S	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			0001012020	- 1	(4	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s 1,00	0,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)			
Man	gate Tree Lot #20 Location: 1423 N SR 7 in									
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	Insurance will be updated									
CERTIFICATE HOLDER CANCELLATION										
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE										
								SCRIBED POLICIES BE CAN ; NOTICE WILL BE DELIVER!		deruke:
City of Margate 5790 Margate Blvd							PROVISIONS.			
				AUTHORIZED REPRESENTATIVE						
										Marriate
Margate FL 33063					Engly to beau					



CERTIFICATE OF LIABILITY INSURANCE

DATE (DD/YYM) 08/08/2019

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

BEPORTANT: If the contilecte holder is an ADDITIONAL GISURED, the policy(see) reset have ADDITIONAL GISURED provisions or be endorsed. If SUBROGATION IS WANZED, 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 list of such and resonantis). Hylant - Indianapolis 317-817-5172 FAX Mat: 317-817-5151 10401 North Meridian St. Ste 200 Indianapolis IN 46290 s: kinzeniscert@hylant.com MATCS **HISURER(S) AFFORDING COVERAGE** MISURER A: Lexington Insurance Company 19437 KIWALIUS AND MED MELETER 8: Kiwanis International, All Clubs and Their Members HEIGHT C: 3636 Woodview Trace Khwanis Club of Margate-Coconut Creek Indianapolis IN 46268 ESUSER D: COVERAGES CERTIFICATE NUMBER: 1261782574 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. MOTIVITHISTANDING 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 CLADAS. POLICY ESF POLICY ESP Maria Barrier LESTS TYPE OF IMPURANCE POLICY CUMBER 013136005 11/1/2019 X COMMERCIAL GENERAL LIAGRATY 11/1/2018 EACH OCCURRENCE \$2,000,000 DAMA SE TO RESPECT CLAIMS MADE X OCCUR \$ 509,000 MED EXP (Any one person) \$5,000 X Liquor Liability PERSONAL & ADVINULRY \$2,000,000 GENERAL AGGREGATE \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC PRODUCTS - COMPIOP AGG \$2,000,600 \$ 1 000 000 OTHER CONTRIBUTION STREET LINES AUTOMOSILELIABILITY 013136005 11/1/2018 11/1/2019 \$ 1,000,000 A ANY AUTO BODILY BLURY (Per person) SCHEDULED AUTOS NON-CMAED AUTOS CINLY OWNED AUTOS GNLY HIRED AUTOS ONLY BOTELY BLERRY (Per socident) 5 PROPERTY DAMAGE (Per excident) 5 X \$ USERSELL A LIAR OCC IS EACH OCCURRENCE * EKCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTIONS MODITIERS COMPENSATION AND EMPLOYERS LIABILITY STATUTE ANYPROPRIETOR/PARTMENEXECUTINE OFFICERMENTEREXCLUDED? (Blandatory in 189) EL EACH ACCIDENT 2 EL DISEASE - EA EMPLOYEE \$ if yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT 013136005 11/1/2018 11/1/2019 All Clores \$75,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional States Schools), may be stacked if more space is regard)

Kiwanis Club of Margate-Coconut Creek will be Supporting the sale of Christmas Trees located at 1423 N. State Road 7 Margate, FL 33083 as a Fund Raiser from November 12 - December 24, 2019. Insurance will be appliated CERTIFICATE HOLDER CANCELLATION City of Margate, Margate CRA and Advanced Asset Management SHOULD ANY OF THE ABOVE DESCRISED POLICIES RE CANCELLED REFORE THE EXPERIENCE DATE THEREOF, MOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVIDENCES. 5790 Margate Blvd.

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K. William

Margate, FL 33063

AUTHORIZED REPRESENTATIVE