

# EXHIBIT B

## LEASE AGREEMENT

THIS LEASE, made and entered into at Belle Glade, Palm Beach County, Florida, between the City of Belle Glade, Florida, a municipal corporation, having its main office at 110 Dr. Martin Luther King Jr., Blvd. West, Belle Glade, Florida 33430, hereinafter referred to as the LANDLORD, and tenants/individual and/or entity, jointly and severally, whose address is \_\_\_\_\_, hereinafter referred to as the TENANT (hereinafter, the "Lease").

### WITNESSETH

The LANDLORD, which term shall include its officials, employees and agents, and the TENANT, for the consideration herein expressed, the sufficiency of which is hereby acknowledged, mutually promise, covenant and agree as follows:

#### I. DEMISE BY THE LANDLORD

Upon the terms and conditions set forth herein, in Request for Qualifications No. 04-2022 for the Country Club a/k/a Drawbridge Café Management Lease (the "RFQ"), and in the TENANT's Proposal (the "Proposal"), and in consideration for the payment of rent hereinafter provided, and for and in consideration of the prompt performance by the TENANT of the covenants and conditions hereinafter contained, the performance of each of which is declared to be an integral part of the consideration to be furnished by the TENANT, the LANDLORD does hereby lease, let and demise unto the TENANT, and the TENANT hereby leases of and from the LANDLORD the following Premises, located at 3300 W. Canal Street N., Belle Glade, Florida, which is hereby defined to include all of the following described property and any improvements to the same, to wit:

The Municipal Country Club building situated to the South of and adjacent to State Road 717 located at the Belle Glade Municipal Golf Course, Belle Glade, Florida in Section 26, Township 43 South, Range 36 East, Palm Beach County, Florida.

The TENANT shall have the sole responsibility for the repair, replacement and maintenance of all existing facilities and property including equipment or improvements to be made by the TENANT. TENANT is further responsible for the day-to-day cleaning of all exposed portions of all existing and installed property or equipment together with all other obligations of every nature with respect to repair, replacement, maintenance and operation of said property. The TENANT shall use and operate said personal property in a reasonable, prudent manner so as not to accelerate the deterioration of it. The TENANT shall notify LANDLORD of any apparent operational dysfunction of any part of said personal property. Said notification shall be in writing and shall occur immediately, but no later than 3 business days after TENANT should have reasonably discovered any such dysfunction. Notification to the LANDLORD is provided for the sole purpose of obtaining written approval for any repair or replacement of such personal property by the TENANT to ensure that any such repair or replacement does not diminish the value of the personal property. Any personal property that is replaced under the provisions of this Lease shall be replaced at TENANT's expense with the same or substantially similar item of an equal or better quality in good operating condition.

The TENANT shall deliver said personal property, along with the demised Premises to the LANDLORD upon termination of this Lease without demand by LANDLORD. The demised Premises shall be delivered to the LANDLORD in the same condition as it was at the commencement of this Lease, with the exception of reasonable wear and tear.

#### II. ACCEPTANCE OF DEMISED PREMISES BY THE TENANT

The TENANT, in consideration for the demise of said Premises by the LANDLORD, does hereby rent, lease and hire said Premises from the LANDLORD on the terms and conditions in this Lease. The TENANT hereby accepts the Premises in its present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all legal requirements. The TENANT hereby acknowledges that it has examined each and every part and parcel of the described demised Premises, including the personal property included therein, and acknowledges that TENANT is in the better position to know the condition of the demised Premises and personal property contained therein by virtue of its inspection of the property. The TENANT

# EXHIBIT B

hereby acknowledges that the demised Premises are in good condition and free from defects or hazards, whether latent or obvious, and TENANT is satisfied that such condition is good and sufficient for the purposes and duration for which the TENANT proposes to utilize said demised Premises. The TENANT further acknowledges that it did not rely on any representations or warranties from the LANDLORD in concluding that the condition of the demised Premises is good, free from defects or hazards of all kinds, and is sufficient for the purposes and duration for which the TENANT proposes to utilize said demised Premises.

The LANDLORD makes no representation as to the quantity, quality or condition of all or any part of said demised Premises upon which it is intended that the TENANT shall rely in any respect in the making of this Lease, and the TENANT hereby acknowledges that it has satisfied itself in all respects concerning each and every part and parcel of said demised Premises.

The TENANT agrees to permit the appropriate officials onto the property and into the interior of the demised Premises for the purpose of conducting an inspection to ensure the building's compliance with all codes, ordinances, regulations, statutes or other laws. TENANT further agrees that it shall repair and/or replace all conditions that are not in compliance with all codes, ordinances, regulations, statutes, or other laws. Should TENANT fail to maintain the building in compliance with all codes, ordinances, regulations, statutes, or other laws, TENANT agrees to pay a fine in the minimum amount of \$100.00 per day per violation to the LANDLORD beginning the date the TENANT receives written notice of any violation and accruing daily until the date such condition is abated, repaired or replaced. It is the obligation of the TENANT to notify the LANDLORD in writing the date upon which all such abatements, repairs or replacements occurs.

### III. DURATION OF THE LEASE TERM; DELIVERABLES AND TIMELINES

The term and duration of this Lease shall be for a period of time commencing on the date this Lease is last executed by the LANDLORD (the "Effective Date") and ending three (3) years thereafter. If both parties agree in writing, the Lease may be extended for one (1) additional year.

The parties agree to the following deliverables and timelines:

1. The following renovations to the Premises shall begin within \_\_\_\_ days of the effective date of this Lease and shall be completed within \_\_\_\_\_ days.
2. The testing of all equipment, appliances, etc. shall be completed within \_\_\_\_ days of the effective date of this Lease.
3. The purchase and installation of all necessary equipment, appliances, etc. shall be completed within \_\_\_\_ days of the effective date of this Lease.
4. If the TENANT does not have the appropriate liquor license at the time of entering into this Lease, the TENANT shall secure a liquor license in accordance with the RFQ within 120 days of the effective date of this Lease. The TENANT's obligations to commence occupancy and to pay rent under this Lease shall be contingent upon it securing a liquor license (within 120 days of the effective date of this Lease) enabling it to serve alcohol at the Premises. If the TENANT is unable to obtain a liquor license on or before the 120 days expires, the TENANT or the LANDLORD shall have the right to terminate this Lease without any further obligation on the part of the TENANT or LANDLORD.
5. The restaurant shall be up open and fully operational on or before \_\_\_\_\_, 202\_\_\_\_.

### IV. RENT

- A. Base Rent. Two months' rent representing the payment of the first and last months' rent will be due prior to the TENANT occupying the property. On the first day of each calendar month during the Lease term, TENANT shall pay to the LANDLORD the Base Rent in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), plus applicable sales or use tax thereon, in equal monthly installments, in advance and without offset, deduction, prior notice or demand. These monthly payments shall be delivered to the Finance Director or designee at City Hall, 110 Dr. Martin Luther King, Jr. Blvd. W., Belle Glade, Florida 33430.

## EXHIBIT B

TENANT shall remit any taxes payable with respect to the rental of real property and tangible personal property to LANDLORD on a monthly basis as stated herein and in accordance with the applicable Florida Department of Revenue rules and in compliance with any applicable Florida Statutes.

- B. **Additional Rent.** All sums payable by TENANT under this Lease other than Base Rent are "Additional Rent"; the term "Rent" includes both Base Rent and Additional Rent. The LANDLORD will estimate in advance and charge to the TENANT the following costs ("Total Operating Costs"), which the TENANT shall pay with Base Rent on a monthly basis through the Lease term and any extensions thereof: (a) all Real Property Taxes for which the TENANT is liable hereunder; (b) all utility costs (to the extent utilities are not separately metered) for which TENANT is liable hereunder; (c) all insurance premiums for which the TENANT is liable hereunder; and (d) all Operating Expenses for which the TENANT is liable hereunder, if any. The LANDLORD may adjust its estimates of Total Operating Costs at any time based upon the LANDLORD's experience and reasonable anticipation of costs. Such adjustments will be effective as of the next Rent payment date after notice to the TENANT. Should the rate of applicable tax increase during the lease term, the payment of tax by the TENANT to the LANDLORD shall increase in accordance with the amount prescribed by the Florida Statutes and Florida Department of Revenue rules. Nothing herein shall prevent TENANT from paying rental amounts in advance of the due date for a future month's obligation under this Lease. At the end of each year, the LANDLORD will deliver to the TENANT a statement setting forth the Total Operating Costs paid or incurred by the LANDLORD during the preceding year. Within thirty (30) days after the TENANT's receipt of such statement, there will be an adjustment between the LANDLORD and the TENANT, with payment to or credit given by the LANDLORD as the case may be.
- C. **Interest.** There shall be no grace period for the payment Rent, and interest shall be charged thereon at the highest lawful rate from the due date until paid in full.
- D. **Late Charge.** If any installment of Rent or any other sums due from the TENANT is not received by the LANDLORD on the first day of the month or any other date set by the LANDLORD, the TENANT shall pay to the LANDLORD a late charge equal to five (5%) per month of any overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the LANDLORD will incur by reason of late payment by the TENANT.

### V. TAXES, LICENSES AND CHARGES

- A. The TENANT shall pay all taxes and assessments of every kind levied or assessed on, against and in connection with the demised Premises. The TENANT shall also pay all City, County, State and Federal taxes levied upon the operation of every business enterprise operated upon the demised Premises. The TENANT shall pay all real property taxes allocable to the Premises during the Lease term. "Real property taxes" means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer charges, and all other government levies and charges, general and special, foreseen and unforeseen, which are imposed or levied upon or assessed against the Premises or any Rent or other sums payable by any tenants or occupants thereof. Real property taxes include the LANDLORD's costs and expenses of review and contesting any real property tax. The TENANT shall pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory or any other personal property belonging to the TENANT. The TENANT shall use its best efforts to have personal property taxed separately from the Premises. If any of the TENANT's personal property is taxed with the Premises, the TENANT shall pay the LANDLORD within fifteen (15) days after the TENANT receives a written statement from the LANDLORD for such personal property taxes.
- B. The TENANT shall pay all license and permit charges incident to the operation of every business enterprise operated by it upon the demised Premises.
- C. The TENANT shall pay all public charges levied or assessed in connection with the operation of every business enterprise operated by it upon the demised Premises. The TENANT shall also pay, directly to the appropriate supplier, all charges for supplying water,

## EXHIBIT B

electricity, gas, heating, utility and other services furnished to the demised Premises. If any services or utilities are jointly metered with other premises, the LANDLORD will make a reasonable determination of the TENANT's appropriate share and the TENANT shall pay such share to the LANDLORD.

- D. Notwithstanding other provisions of this Article V, all license fees for licenses, if any, transferred from the LANDLORD to the TENANT at the commencement of the LEASE and from the TENANT to the LANDLORD at the end of this Lease, such as alcoholic beverage licenses shall be prorated. Any non-transferable licenses shall be the obligation of the party in whose name the license was issued. Municipal business tax receipts shall be paid by the TENANT without proration.
- E. The TENANT shall reimburse the LANDLORD monthly for its costs of casualty insurance as set forth below.
- F. The TENANT shall pay to the LANDLORD all operating expenses allocable to the Premises during the Lease term. "Operating expenses" shall mean all costs and expenses incurred or estimated to be incurred by the LANDLORD with respect to the ownership, maintenance and operation of the Premises, including, but not limited to: extermination costs; maintenance, repair and replacement of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems (including but not limited to the fire sprinkler system), paving and parking areas, roads and driveways, maintenance of exterior areas such as gardening and landscaping, signage; maintenance and repair of roof, flashings, gutters, downspouts, roof drains, skylights and waterproofing, painting; lighting; cleaning; refuse removal; security; utilities for, or the maintenance of, the outside areas; building personnel costs; personal property taxes; fees for required licenses and permits, etc. The LANDLORD may, in its sole discretion, require the TENANT to directly contract for and pay for such operating expenses. If the LANDLORD requires the TENANT to directly contract for and pay for any operating expenses, the TENANT shall provide documentation that such expenses have been paid or that such services, work, etc. have otherwise been provided at the Premises upon request from the LANDLORD.

### VI. SECURITY DEPOSIT

The TENANT shall, upon the signing of this Lease, pay the sum of \$\_\_\_\_\_ to the LANDLORD as non-interest earning security for the TENANT's faithful performance of each and every of TENANT's obligations in this Lease, including, but not limited to the timely payment of monies. Upon termination of the Lease and upon TENANT's faithful performance of each and every of its obligations in the Lease, the security deposit shall be returned to the TENANT less any deductions itemized in writing within thirty days after the termination of the Lease. Damages to the demised Premises, with the exception of normal wear and tear and depreciation, shall be deducted from the deposit or such amount of the deposit to be paid to the TENANT before release of the security.

### VII. CASUALTY INSURANCE

- A. During the term of this Lease, the LANDLORD shall maintain casualty insurance upon the building and LANDLORD's personal property therein in which the demised Premises is located, together with parking lot and surrounding grounds. The TENANT shall reimburse the LANDLORD monthly for the costs of the insurance. This insurance shall protect the LANDLORD from, and shall insure against, loss or damage by fire, windstorm, theft, vandalism and other like casualties.
- B. Any sums payable by reason of damage insured against in said casualty insurance policies shall be payable to the LANDLORD and LANDLORD may, but shall not be obligated, to utilize said sums for the reconstruction, replacement or the repair of the loss covered. Any excess of such amount received upon such policies shall be the property of the LANDLORD. In the event the demised Premises shall be so destroyed or so damaged or injured by fire or other casualty whereby the same shall be untenable, all insurance proceeds shall be paid to LANDLORD but LANDLORD shall have no obligation to rebuild or repair the damage or render the demised Premises tenantable but there shall be a prorated abatement or prorated refund of the rental amounts required to be paid hereunder. The LANDLORD may elect to terminate the Lease as of the date the damage occurred. The LANDLORD shall notify the TENANT in writing of its decision to terminate the Lease.

## EXHIBIT B

- C. It is specifically provided, as part of this provision, that the LANDLORD shall not be obligated in any way whatsoever to provide any insurance protecting the TENANT, it being the specific intent of the parties that the insurance to be provided hereunder shall be for the protection of the LANDLORD's property and not the property of the TENANT. The TENANT may, at its own expense, obtain such casualty insurance, as in the exercise of its discretion it deems appropriate, so as to protect any property upon the Premises owned by it.

### VIII. OTHER INSURANCE; INDEMNIFICATION

- A. The TENANT, at all times during the term of this Lease, shall comply with all the insurance coverages and other requirements set forth in the RFQ.
- B. Regarding the commercial general liability insurance, the LANDLORD shall be specifically indemnified in such policy as an additional insured and said policy shall assume and provide for the LANDLORD's defense, including all attorneys' fees and costs through and including all trial and appellate proceedings, and shall serve to indemnify and protect the LANDLORD and save it harmless from all claims, suits or liability. The liability insurance obtained by the TENANT shall be primary and insure the TENANT's obligations to the LANDLORD under this Lease. The amount and coverage of such insurance will not limit the TENANT's liability nor relieve the TENANT's of any other obligation under this Lease.
- C. If the TENANT will be serving alcohol at the Premises, the LANDLORD may require additional insurance, including but not limited to Liquor Liability Insurance.
- D. The premiums upon the insurance required of TENANT under Article VIII of the Lease shall be paid solely by the TENANT and the fact that the TENANT and the LANDLORD are persons covered by such insurance shall not be interpreted or construed to mean that the LANDLORD and the TENANT are engaged in a partnership or joint venture.
- E. Prior to the first day of this Lease term, TENANT shall provide to LANDLORD a copy of the certificates showing that insurance has been secured in compliance with the provisions of Article VIII of this Lease and the RFQ. Moreover, TENANT shall have an affirmative obligation to provide the LANDLORD with certificates of the renewal or replacement of such insurance no later than 30 days prior to the expiration of said policies. All policies obtained in compliance with Article VIII shall provide a thirty (30) day notification clause in the event of cancellation of the policy. Should the insurance carrier notify the TENANT of its intent to cancel the policy, TENANT has an affirmative obligation to notify the LANDLORD in writing within five (5) business days of receipt of said notification. Failure of the TENANT to provide written notification to the LANDLORD in the time period set forth herein, TENANT shall be in breach of this Lease. Should the TENANT wish to terminate or cancel insurance coverage with a particular insurance carrier at any time during the lease term, TENANT shall first request permission from the LANDLORD and shall not initiate cancellation of any insurance policy without the express written consent of the LANDLORD. LANDLORD has absolute discretion in approving or denying said request. However, nothing contained herein shall be construed to permit the LANDLORD to authorize TENANT to operate without the insurance required by Article VIII.
- F. Failure of the TENANT to maintain insurance or to provide certificates of insurance within the time periods outlined in Article VIII shall constitute a breach of the Lease and shall result in the immediate termination of the Lease without notice by the LANDLORD. Should such termination occur as a result of TENANT's failure to comply with Article VIII, the TENANT shall pay to LANDLORD in a lump sum the remaining number of rental payments under the Lease. Additionally, TENANT shall vacate the Premises upon termination. Said payments shall be tendered by TENANT in full immediately upon termination of the Lease, but no later than five (5) business days after termination. TENANT's obligation to make such payments to LANDLORD arises upon termination and shall be made promptly without demand by LANDLORD. Should the LANDLORD agree to waive termination of the Lease, TENANT agrees that it shall pay to LANDLORD \_\_\_\_\_ (\$\_\_\_\_\_). However, LANDLORD is under no obligation to waive termination under this provision and shall have absolute and sole discretion to determine whether waiver is appropriate. TENANT's obligation to maintain insurance under Article VIII applies to each

## EXHIBIT B

and every day falling within the lease term including any and all renewal terms or within any holdovers. TENANT's failure to maintain insurance on even just one day of the lease term shall constitute a breach as described herein and shall subject TENANT to the aforementioned penalties. Moreover, any waiver of termination of the Lease or acceptance of the aforementioned sums by the LANDLORD does not relieve TENANT of its obligation to indemnify and hold harmless the LANDLORD from any claims, losses, damages, or personal injuries that occur on or within the demised Premises, including providing a defense along with all costs and attorneys' fees, during such times the TENANT failed to maintain the required insurance.

- G. TENANT waives all rights to recover against the LANDLORD for any damages arising from any cause covered by any insurance required to be carried by the TENANT, or any insurance actually carried by TENANT. The TENANT shall cause its insurer(s) to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises.
- H. To the fullest extent permitted by law, the TENANT hereby waives all claims against the LANDLORD for damage to any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause. The TENANT shall indemnify and protect the LANDLORD and save it harmless from any and all claims, losses, damages, costs, expenses and attorney's fees, through and including all trial and appellate levels, for damage to any property or injury to or death of any person arising from (a) the use or occupancy of the Premises by the TENANT, its employees, agents, guests, invitees, customers or persons claiming under the TENANT, except such as is caused by the sole negligence or willful misconduct of the LANDLORD; (b) the negligence or willful misconduct of the TENANT, its employees, agents, guests, invitees, or customers in, upon or about the Premises; or (c) any breach or default by the TENANT under this Lease.
- I. Nothing contained in this Lease shall be construed or interpreted as consent by the LANDLORD to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

### IX. LIENS

It is a covenant of this Lease and an express stipulation hereof, that during the term of this Lease, TENANT shall not permit or suffer any liens of any nature whatsoever, directly or indirectly derived by reason of any act or omission of the TENANT, to attach to any of the Premises demised herein. In connection with this provision, should a lien or Claim of Lien be filed upon or against all or any part of the demised Premises by reason of any alleged act of the TENANT, the TENANT, within ten (10) days of notification by the LANDLORD, shall cause said lien or Claim of Lien to be removed from such portion of the demised Premises as the lien or Claim of Lien is imposed.

All persons having transactions with the TENANT are hereby put on notice that the TENANT has no power to subject all or any part of the demised Premises to any claim for mechanic's liens or statutory liens as provided by the Laws of the State of Florida, and all such persons are advised that they must look wholly to the credit of the TENANT and to the TENANT's assets and not to the LANDLORD, the LANDLORD's title, the LANDLORD's assets or said demised Premises by reason of credit extended, labor, services or materials furnished to the TENANT.

### X. USE AND MAINTENANCE OF DEMISED PREMISES

- A. TENANT shall use the property solely as a **commercial food and beverage restaurant operation**. The beverage service will include a full service bar providing beer, wine, and liquor to include a variety of mixed and non-mixed drinks. It is agreed and understood that the TENANT shall not use or permit to be used said demised Premises for any unlawful purpose and any such use shall constitute a forfeiture of this Lease by the TENANT. The TENANT shall comply with all local, state, and federal laws, rules and regulations applicable to restaurant facilities and business operations. Additionally, the TENANT will ensure that the Premises and its improvements comply with applicable building, fire, zoning, health, and all other applicable local, state, and federal law, rules, and regulations.
- B. TENANT will furnish, install and maintain all equipment, furnishings, materials and inventory necessary for the proposed commercial restaurant operation. TENANT will

## EXHIBIT B

design, construct, install and pay for any improvements to the Premises above those that the LANDLORD has completed that are necessary for the commercial operation. Any such improvement shall require the prior written approval of the LANDLORD and shall be carried out in accordance with all applicable ordinances, laws, rules and regulations.

- C. TENANT will maintain a clean, safe and welcoming environment within the Premises, including the restrooms and will maintain the exterior and grounds of the Premises to be aesthetically pleasing and in accordance with all applicable ordinances, laws, rules and regulations. It is agreed and understood that the TENANT shall not commit, suffer or permit to be done or committed any waste in or on said demised Premises or any part thereof, and in the event this provision is violated, the LANDLORD shall have the right to take such action, in law or in equity, as LANDLORD shall deem appropriate for the preservation of the demised Premises. Such option may include, but shall not be limited to, entering upon said Premises to rectify said condition, preserve said Premises and take such action as the LANDLORD may deem appropriate, all without liability to the LANDLORD. A violation of this condition by the TENANT shall constitute a breach of the Lease.
- D. It is agreed and understood that if TENANT, at any time during the term of this Lease, shall suffer levy of execution upon any judgment, shall become insolvent, shall make an assignment for the benefit of creditors, or if proceedings in bankruptcy are instituted by or against the TENANT, or if a receiver or trustee is appointed over the TENANT's property, or if the Lease, by operation of law, shall pass to any person or persons other than the TENANT, this Lease shall thereupon, forthwith, immediately and without notice, terminate. In the event the TENANT deserts, vacates or abandons the demised Premises during the term of the Lease, the LANDLORD shall have the right to re-enter and repossess the demised Premises.
- E. In the event the demised Premises, or any portion thereof, becomes lost, stolen, destroyed or damaged by casualty to the extent that the demised Premises becomes untenable, the LANDLORD shall have the option to terminate the Lease and if the Lease is so terminated, the TENANT shall pay the LANDLORD for the costs to repair, replace or rebuild the same so that the Premises shall be of the same value as it was prior to such damage or destruction. If the LANDLORD approves the same, the TENANT shall repair, replace or rebuild the same in such manner that such property, as rebuilt, replaced or repaired, shall be of the same value as it was prior to such damage or destruction. Said rebuilding, repairing and replacement shall be completed and the demised Premises ready for use or occupancy within not more than ninety (90) calendar days in the event casualty loss renders the demised Premises untenable and in not less than thirty calendar (30) days in the event such casualty renders the demised Premises partially tenable; said periods of time are calculated from the date of the occurrence of the casualty. The day the casualty occurs shall count as day one. A work of repair, replacement or reconstruction, shall be carried through continuously to conclusion by the TENANT upon commencing same. Delay caused by an act of God, war, terrorism, casualty or strike beyond the control of the TENANT, shall not be deemed such an interruption of such repair, replacement, or reconstruction as shall constitute the TENANT's breach of its obligation to cause such work to be performed continuously until completion. Whenever the damage or destruction is of such nature that the same cannot be repaired, replaced or reconstructed within the time provided above, and such delay is not chargeable to or occasioned by the neglect or omission of the TENANT, the time for the performance of such reconstruction, replacement or repair shall be reasonably enlarged by LANDLORD in writing. In the event such loss is a loss for which insurance is payable under the LANDLORD's casualty insurance provisions hereinabove referred to, then to the extent of such insurance protection, the LANDLORD may undertake the repair, replacement or rebuilding of such property for which such insurance protection is afforded; provided, however, that nothing herein shall be construed to relieve the TENANT from the responsibility for the safe care and maintenance of said demised Premises and every portion thereof.
- F. In addition to the TENANT's requirements to maintain all personal property on the Premises, regardless of whether such personal property is located within the interior of the Premises or within the exterior of the Premises, the TENANT further agrees to maintain

## EXHIBIT B

and repair each and every other part of the interior and exterior of the demised Premises in the same condition as it existed at the time of the execution of this. The TENANT agrees and understands that it shall make good to the LANDLORD, immediately upon demand, any damages to all or any part of said demised Premises caused by any act or neglect of the TENANT, its employees, customers, guests, invitees and each of them. If the TENANT fails to timely make repairs, the LANDLORD and its authorized agents and employees shall have the right, but not the obligation, to enter the Premises during all reasonable hours to make such repairs and charge the TENANT for the same. The TENANT shall pay for such repairs upon the receipt of an invoice.

- G. It is understood and agreed that all improvements erected or placed upon the demised Premises shall remain thereon and shall not be removed therefrom, and on the expiration of this Lease, any and all such improvements shall be and become the property of the LANDLORD, except as otherwise herein specifically provided. The provisions with reference to improvements, and each of them shall not in any respect authorize or permit any person whosoever to make any claim against the LANDLORD for any work, labor, services or materials used in the construction operation and maintenance of such improvement, shall, when constructed and installed, be fully paid for as to all work, labor, services and materials incorporated therein or sued in operation thereof with proof of such payment to be submitted to the LANDLORD as a condition prior to TENANT utilizing all or any part of each improvement.
- H. The LANDLORD and each of its authorized agents and employees shall have the right to enter the Premises during all reasonable hours to examine the property. This right of entry shall likewise exist for the purposes of removing placards, signs, fixtures or alterations that do not conform to this Lease. However, TENANT shall remain under a continuing obligation during the Lease to immediately notify the LANDLORD in writing of any condition existing on the Property that may be considered dangerous or hazardous, even if such condition is open and obvious.
- I. It is understood and agreed that the LANDLORD shall not be liable for any damage or entry by water, or resulting from carelessness, negligence or improper conduct on the part of the TENANT, its officers, agents, employees, customers, guests or invitees and each of them in and about the demised Premises.
- J. In the event of the taking of all or such part of the demised Premises as shall render said Premises unsuitable for the use for which it is intended to be used, by the exercise of the Power of Eminent Domain by any agency having such power, or by the exercise of any existing rights by reason of restrictions, easements or reservations by any agency having such rights, then, upon the date of such taking, this Lease shall terminate and all compensation for such taking shall be the property of the LANDLORD.
- K. It is understood and agreed that the TENANT has the authority, possession and control over the demised Premises according to the terms and conditions of this Lease. Specifically, TENANT is solely responsible for maintaining the entire demised Premises in a safe condition. It is specifically understood and agreed that LANDLORD has no obligation or duty to inspect the Premises to determine whether repairs or maintenance are necessary. TENANT agrees that it has superior knowledge as to the condition of the Premises and is responsible for notifying the LANDLORD of any condition on the Premises that requires repair or maintenance by the LANDLORD based upon LANDLORD's obligations under this Lease. TENANT agrees that it shall give LANDLORD written notice of any condition requiring repair or maintenance within three (3) business days of the occurrence of the condition. TENANT shall be solely responsible for any damages or personal injuries or death that occur to persons or property lawfully on the Premises as a result of any defect or condition and agrees to indemnify and hold harmless the LANDLORD for any claim, loss or damage, including attorneys' fees and costs, through and including all trial and appellate levels, as a result of all conditions or defects, whether reported or not. TENANT shall further indemnify and hold harmless LANDLORD for any claims, loss or damages, providing and assuming a defense, including attorneys' fees and costs, caused by LANDLORD's own negligence. If the TENANT fails to timely make repairs, the LANDLORD and its authorized agents and employees shall have the right but

## EXHIBIT B

not the obligation to enter the Premises during all reasonable hours to make such repairs and charge the TENANT for the same. The TENANT shall pay for such repairs upon the receipt of an invoice.

- L. It shall be the responsibility of the TENANT to provide adequate and necessary security personnel; and safeguards for the protection of the property on the demised Premises and control of conduct of TENANT's customers at all times during the term of this Lease and, in particular during the time said Premises are not open for business; and the TENANT shall be obligated to indemnify and hold harmless the LANDLORD for any claim, loss or damages, including attorneys' fees and costs through all trial and appellate proceedings, to the demised Premises or persons thereon by reason of the TENANT's failure to provide such necessary safeguards and security personnel. TENANT specifically agrees and acknowledges that protection against criminal action is not within the power of the LANDLORD, and even if security services are provided, those services cannot be relied upon by TENANT and shall not constitute a basis for liability in any manner for criminal or wrongful actions by others against TENANT or invitees. TENANT agrees and acknowledges that LANDLORD shall not provide or have a duty to provide any security services to the TENANT.
- M. The LANDLORD and TENANT acknowledge and agree that the LANDLORD shall have NO obligations relating to the repair or maintenance of the Premises including any outside areas and the TENANT shall be solely responsible for the same. The LANDLORD shall have the option, at the TENANT's sole expense, to repair or maintain any portion of the Premises. The LANDLORD shall notify the TENANT if it elects to maintain or repair any portion of the Premises. In such an event, the TENANT shall pay to the LANDLORD upon demand any costs or expense incurred by the LANDLORD relating to such maintenance or repair. The TENANT shall be solely responsible for any claims, damages or personal injuries that occur to persons or property lawfully on the Premises as a result of any defect or condition and agrees to indemnify and hold harmless the LANDLORD for any claims, loss or damages as a result of all conditions or defects including those caused by LANDLORD's own negligence. TENANT specifically agrees to indemnify and hold harmless the LANDLORD for any claim, loss or damage, including all costs and attorneys' fees incurred through all trial and appellate levels. TENANT shall maintain custody and control of the entire demised Premises during the Lease and shall be solely responsible for its condition, repair and maintenance except where the Lease specifically provides that the LANDLORD has responsibility for the repair.
- N. No exterior billboards, signs, or advertising of any nature shall be permitted upon the demised Premises except only that the TENANT may place a sign, advertisement or billboard of a size and type to be approved by the LANDLORD at the entrance to the demised Premises designating the nature of the operation of the business upon such demised Premises. No advertisement or billboard shall be constructed upon the demised Premises without the prior written consent of the LANDLORD.
- O. It is a specified part of this Lease that the TENANT shall not undertake to erect any construction or make any alterations in all or any part of the demised Premises without the express prior written consent of the LANDLORD. The provisions of this paragraph shall not be construed to relieve the TENANT of its obligations to repair and maintain the demised Premises.
- P. TENANT shall make the rest rooms on the Premises available for use by the public at all times the Premises is open for the conduct of TENANT's business.
- Q. The TENANT shall comply with the City of Belle Glade Noise Ordinance.
- R. The TENANT shall not cause or permit any hazardous materials to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises. If the TENANT causes or permits any hazardous materials to contaminate the soil or surface or ground water or causes a loss or damage to person or property or the violation of any applicable law, the TENANT shall (a) notify the LANDLORD immediately of any contamination, claim of contamination, release, loss or damage; (b) after consultation with the LANDLORD, clean up the contamination in full compliance with all applicable laws; and (c) indemnify and hold harmless and defend the LANDLORD from and against any claims,

## EXHIBIT B

suits, causes of action, costs and fees, including, without limitation, attorneys' fees and costs, arising from or connected with any such contamination, claim of contamination, release, loss or damage. The LANDLORD shall have the right, but not the obligation, without in any way limiting the LANDLORD's other rights and remedies, to enter upon the Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any hazardous material or contamination by hazardous material. The LANDLORD will have the right, at its election, in its own name or as TENANT's agent, to negotiate, defend, approve and appeal, at TENANT's expense, any action taken or order issued by any governmental agency or authority against the TENANT, LANDLORD or Premises relating to any hazardous materials or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this section. LANDLORD may, at the TENANT's cost, require an environmental audit of the Premises by a qualified environmental consultant. The TENANT, shall, at its sole costs and expense, take all actions recommended in such audit to remediate any environmental conditions for which it is responsible under this Lease.

- S. TENANT shall install (if not currently installed), maintain, repair, and replace all grease traps and other equipment necessary to maintain the restaurant in a clean and sanitary manner free from insects, rodents, vermin and other pests. No discharge of grease or grease laden water or other materials or food stuffs shall be introduced by TENANT into the waste water disposal or drainage systems serving the Premises. If a discharge should occur, in addition to all other rights and remedies under this Lease, TENANT shall be responsible for all costs and expenses (including fines or penalties imposed by governmental authorities) which LANDLORD may incur.
- T. TENANT shall maintain the Premises in good repair and in a good, clean, attractive condition and free from rubbish and dirt at all times. TENANT shall store all trash and garbage within the Premises until such time as TENANT has the trash and garbage removed from the Premises. TENANT shall be responsible for placing all trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground. Such dumpsters and bins shall have tight fitting lids and shall remain closed at all times. If TENANT does not properly dispose of its trash and garbage, LANDLORD may have the area cleaned and charge the TENANT for such costs plus an administrative fee. These charges shall be considered additional rent and shall be paid to the LANDLORD in accordance with the invoice for the same.

### **XI. SUBORDINATION**

The rights of the TENANT under this Lease shall be subject and subordinate to the lien of any bona fide encumbrance or other like instrument whereby the LANDLORD may place the demised Premises or this Lease as security for the payment of money or other obligation.

### **XII. NO RIGHT TO SUB-LEASE OR ASSIGN**

The TENANT has no right to sub-lease or assign all or any part of the TENANT's interest or rights contained in this Lease without the prior written consent of the LANDLORD which may be withheld in the LANDLORD's sole discretion. Unless otherwise agreed to in writing by the LANDLORD (in its sole discretion), notwithstanding any assignment or sublease, the TENANT shall remain fully liable for the payment of all rents and for the performance of all the other obligations of the TENANT contained in this Lease. Any act or omission of an assignee or subtenant or any person claiming under or through any of them that violates this lease shall be deemed a violation of this Lease by the TENANT.

### **XIII. MISCELLANEOUS PROVISIONS**

- A. So long as the TENANT complies with all of the conditions required of it under the terms of this Lease, the TENANT shall have the quiet and peaceful possession of the demised Premises.
- B. It is understood and agreed that the waiver, failure or neglect of the LANDLORD to enforce any of the conditions of this Lease shall not be construed to constitute a waiver of the enforcement of the requirements of such condition or covenant, and a waiver of any breaches of any of the covenants of this Lease shall not be construed to be a waiver of any succeeding breach of the same covenant.

## EXHIBIT B

- C. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- D. In the event any payments are not made as and when due in accordance with the terms and conditions of this Lease, or should it become necessary for the LANDLORD to make any payments otherwise required to be made by the TENANT under this Lease, then all such payments shall bear interest from the date due at the highest lawful rate of interest.
- E. It is agreed that no modification, amendment, release, discharge or alteration of this Lease, or any part hereof, shall be of any force, value or effect unless it is in writing executed by the LANDLORD and a copy thereof delivered to the TENANT, with the specific provision that no such modification, amendment, release, discharge or alteration of this Lease, or any part hereof, whether acted upon or partly performed by either party, shall be of any force or effect, until its written approval has been executed by the LANDLORD and a copy thereof delivered to the TENANT, it being clearly understood that any verbal representations made by either party or any officer, agent or employee of either party shall be of no force nor effect whatsoever with reference to this Lease or any portion hereof.
- F. All payments to the LANDLORD provided in this Lease shall be made to the LANDLORD at the Finance Department, City Hall, City of Belle Glade, Florida, 110 Dr. Martin Luther King Jr., Blvd West, Belle Glade, Florida 33430.
- G. When either party to this Lease desires to give notice to the other party in connection with and according to any of the provisions, conditions and terms of this Lease, such notice shall be deemed sufficient when sent to the party to be notified by certified mail, return receipt requested and deposited in the United States mail with sufficient postage prepaid to carry it to the address of the party to be notified and the address for such notice as pertains to the respective parties shall be as follows:
  - a. As to the LANDLORD, the City of Belle Glade, Florida, 110 Dr. Martin Luther King Jr., Blvd West, Belle Glade, Florida 33430;
  - b. As to the TENANT, at the leased Premises;
  - c. A place once specified shall continue to be the place to which such notice shall be given until it shall have been changed by notice in writing given in accordance with this paragraph.
- H. Wherever in the provisions of this Lease the text requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.
- I. At all times during the term of this Lease, the TENANT shall operate the following business upon the demised Premises:
  - 1. The TENANT shall operate a commercial food and beverage restaurant;
  - 2. The restaurant shall have the following type of meal service: \_\_\_\_\_
  - 3. The TENANT, during the term of this Lease and any extensions thereof, shall operate the Premises in accordance with all local, state and federal laws and regulations, licenses and permits regarding the serving of alcoholic beverages; no alcoholic beverages shall be taken off Premises.
  - 4. TENANT shall operate on Saturday and Sunday and a minimum of \_\_\_\_ additional days per week. The hours of operation shall be from \_\_\_\_\_ a.m. through \_\_\_\_\_ p.m.
  - 5. If the TENANT fails to pay its Rent payments under this Lease; expenses associated with inventory necessary to operate the business; payroll expenses; expenses associated with water, utility and electric power; payments for the appropriate licenses; or the required insurance premiums under the terms of this Lease or any other expense under the Lease, the TENANT hereby authorizes LANDLORD to immediately review its books, ledgers, receipts and all other items necessary to determine a set number of operating hours required to meet its obligations under the Lease and in operating its business. Upon review by LANDLORD of such items, LANDLORD shall notify TENANT within thirty (30) business days of the required hours that TENANT must operate and remain open to meet its obligations. Upon issuance of said notice, TENANT shall immediately implement such hours of operation at no cost to the LANDLORD.

## EXHIBIT B

6. In connection with the foregoing business to be operated upon the demised Premises, it is understood and agreed that the TENANT shall maintain an inventory and equipment as shall be adequate to meet the normal requirements for the providing of such services and commodities as contemplated in the operation of such business.
7. TENANT shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State and local governments and any and all of the departments and bureaus applicable to said demised Premises or the operation of its business for the correction, prevention, and abatement of nuisances or other grievances in, upon or connected with said property during the term of this Lease, and shall also promptly comply with and execute all rules, orders and regulations of all applicable underwriters for the prevention of fire. TENANT further agrees to indemnify and hold harmless the LANDLORD for all fines, costs, and payments, whether voluntary or ordered through court or administrative proceedings, including attorneys' fees through and including all trial and appellate proceedings, regarding any violation by TENANT of any statutes, ordinances, rules, orders, regulations or requirements of Federal State or local governments or any of the departments and bureaus applicable to said demised Premises or the operation of its business.
- J. Upon the expiration or earlier termination of this Lease, the TENANT \_\_\_\_ may/ \_\_\_\_ may not transfer its liquor license.
- K. In the operation of each business upon the demised Premises, the TENANT shall comply with all applicable Civil Rights Laws and shall not discriminate against any person by reason of race, creed, religion, color, national origin, sex, age, disability, or for any other reason protected by Federal, State, or local law.
- L. Pursuant to state law, the TENANT is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from your county health unit.
- M. The TENANT is specifically prohibited from recording this Lease, a memorandum of lease, or any other instrument referencing or describing this Lease.
- N. Any provisions of this Lease which are of a continuing nature or impose an obligation which extends beyond the term of this Lease shall survive its expiration or earlier termination. All insurance, indemnification, and hold harmless provisions and any other provision dealing with the TENANT's liability shall survive this Lease.
- O. If any term, condition, covenant or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, condition, covenant or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term, condition, covenant or provision of this Lease shall be deemed valid and enforceable to the extent permitted by law.
- P. It is understood and agreed by the parties that this Lease does not create a fiduciary or other relationship between the LANDLORD and TENANT, other than LANDLORD and TENANT or contracting parties, as applicable. LANDLORD and TENANT are and shall be independent contracting parties and nothing in this Lease is intended to make either party a general or special agent, joint venture, partner or employee of the other for any purpose.
- Q. TENANT shall not impose any counterclaim or counterclaims for damages in a summary proceeding or other action based on termination or holdover, it being the intent of the parties that TENANT be strictly limited in such instances to bringing a separate action in the court of appropriate jurisdiction. The foregoing waiver is a material inducement to LANDLORD making, executing and delivering this Lease and TENANT's waiver of its right to counterclaim in any summary proceeding or other action based on termination or holdover is done so knowingly, intelligently and voluntarily.
- R. **LANDLORD and TENANT hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on, or in respect of, any matter whatsoever arising out of or in any way connected with this**

## EXHIBIT B

**Lease, the relationship of LANDLORD and TENANT hereunder, TENANT's use or occupancy of the Premises and/or any claim of injury or damage.**

- S. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.
- T. During the Lease Term and any renewals, if applicable, the TENANT grants the LANDLORD a non-exclusive and royalty-free license and limited right to use TENANT's trade names, trademarks, logos, and designs in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials (the "Marketing Materials") by LANDLORD and related entities.
- U. During the Lease Term and any renewals, if applicable, the LANDLORD grants the TENANT a non-exclusive and royalty-free license and limited right to use LANDLORD's trade name, "Drawbridge Café" in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials (the "Marketing Materials") by the TENANT.
- V. The TENANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services for at least three (3) years after completion of the Lease. The LANDLORD shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the TENANT's place of business. In no circumstances will TENANT be required to disclose any confidential or proprietary information regarding its products and service costs.
- W. The Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### XIV. DEFAULT

- A. Should the TENANT fail to keep or perform any of the terms and conditions, covenants and provisions of this Lease by the TENANT to be performed, then the LANDLORD shall have the election to declare said demised term ended and to re-enter upon the demised Premises or any part thereof either with or without process of law, said TENANT hereby waiving any demand for possession of said Premises; or the LANDLORD, at its election, may have such other remedy as the law, equity and this instrument afford.

In the event of default in the performance of any of the covenants of this Lease by TENANT and by reason thereof LANDLORD employs the services of an attorney to enforce performance of this Lease or to perform any services relating to said default, including eviction proceedings, then in any of said events, the TENANT agrees to pay LANDLORD's costs and reasonable attorneys' fees incurred as a result thereof including, but not limited to, attorneys' fees through all trial and appellate levels and regardless of whether or not any action may be instituted and in enforcement of any remedy. If default shall be made in payment of the rent, or if TENANT shall violate any of the covenants of this Lease, then TENANT shall become a tenant at sufferance and LANDLORD shall be entitled immediately to terminate this Lease, to re-enter and re-take possession, and to recover damages from TENANT including any and all costs and attorneys' fees.

- B. Except as to the payment of rent, securing of insurance and submitting certificates of proof of insurance, compliance with all Federal, State and local laws, ordinances and rules, and maintenance of the demised Premises in a safe condition, for which no grace period is allowed, nothing herein contained shall be construed as authorizing the LANDLORD to proceed against the TENANT for the TENANT's defaults until such defaults shall have continued for a period of five (5) business days after the LANDLORD shall have given the TENANT written notice specifying the default, provided, however, that if the default is of such a nature that it would take the TENANT, even with the exercise of due diligence by the TENANT, more than five (5) business days to cure the same, the LANDLORD shall not be authorized to proceed under this Lease for such default if, within said period of five (5) business days, after notice of default, the TENANT shall commence to take adequate steps to cure each default and having commenced, carries through such attempts continuously and expeditiously to conclusion, provided further that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy, as it may deem

## EXHIBIT B

appropriate, in order to preserve the LANDLORD's interest in the Premises even before the expiration of the grace or notice period provided for in this paragraph if, under particular circumstances then existing, the allowance of such grace period for the giving of such notice will prejudice or endanger the use or condition of the demised Premises or person entering thereon. All defaults and grace periods shall be deemed to run concurrently and not consecutively. The exceptions provided under this paragraph shall not apply to the time for the payment of any monies, it being the intent of the parties that any monies to be paid under the provisions of this Lease shall be paid immediately, as and when due, without extension or further notice.

- C. In the event it becomes necessary for the LANDLORD to take any action by reason of delinquency or default on the part of the TENANT in the performance of the covenants or conditions of this Lease by the TENANT to be performed, then the TENANT, in addition to all other provisions of this Lease, shall be obligated to pay to the LANDLORD any and all expenses, fees and costs, including attorneys' fees and costs through all trial and appellate proceedings, incurred by the LANDLORD by reason of such delinquency or default.
- D. If any event of default occurs, LANDLORD shall have the right, at its option, to declare all rent (or any portion thereof) for the entire remaining lease term, and other indebtedness owing by TENANT to LANDLORD, if any, immediately due and payable without regard to whether possession of the Premises shall have been surrendered to or taken by LANDLORD, and may commence action immediately thereupon and recover judgment therefore.
- E. If any event of default occurs, TENANT, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the TENANT's personal property from the Premises and any personal property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of TENANT, and LANDLORD shall not be responsible for the care and safekeeping thereof whether in transport, storage or otherwise, and TENANT hereby waives any and all claims against LANDLORD for loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.
- F. The LANDLORD shall have any other legal or equitable remedy available to it. If any remedy set forth herein is in conflict with Chapter 83, Part I, Florida Statutes, the LANDLORD waives such remedy and Chapter 83, Part I shall prevail.

### **XV. SURRENDER ON TERMINATION**

The TENANT covenants and agrees that upon the end of the original term of this Lease, the TENANT shall surrender and deliver up said demised Premises peaceably to the LANDLORD in the condition it was at the commencement of this Lease, reasonable wear and tear only excepted. If the TENANT shall hold said Premises or any part thereof one day after the same should be surrendered, according to the term of this Lease, it shall be deemed that the TENANT is guilty of unlawful detainer of said Premises as provided by statute.

### **XVI. CONDUCT**

The TENANT has the affirmative obligation to use every lawful means to prevent all persons on the demised Premises from causing, provoking or engaging in any fight, brawl or conduct as may reasonably be expected to endanger the life, limb, health or property of another, interfere with another's pursuit of lawful occupation of the Premises, make or cause to be made any loud, boisterous and unreasonable noise or disturbance to the annoyance of other persons in the Premises, or otherwise engages in any activity either disturbing or reasonably calculated to disturb the peace.

### **XVII. APPROVAL OF LANDLORD FOR REPAIRS, ETC.**

Prior to the commencement of any repair, replacement, improvements, construction, alteration or other work, excepting only work performed in the course of regular maintenance, to be done upon the demised Premises, or any portion thereof, by or as an obligation of the TENANT, the TENANT shall obtain the prior written approval of the LANDLORD for the proposed work.

### **XVIII. INDEMNITY AND HOLD HARMLESS**

TENANT agrees and understands that, during the term of this Lease and having had the opportunity to inspect the demised Premises prior to leasing same, it has superior knowledge as to the condition of the entire demised Premises including, but not limited to, the interior and exterior of the building

## EXHIBIT B

as well as the parking lot, sidewalks, and lighting outside of the building. Because TENANT has superior knowledge, it is hereby agreed that LANDLORD shall have no duty to inspect any part of the demised Premises at any time during this Lease, although LANDLORD reserves the right to do so. TENANT shall have the sole responsibility to ensure that the demised Premises is maintained in a safe and non-hazardous condition. TENANT agrees to indemnify and hold harmless the LANDLORD for any damages or personal injury or death occurring to individuals or property on the Premises as a result of any condition on the demised Premises including, but not limited to, the interior and exterior of the building, the parking lot, the sidewalks, shrubbery, landscaping or lack thereof, trees or the lighting. TENANT further agrees to indemnify and hold harmless the LANDLORD for any damages occurring to individuals or property on the Premises as a result of any condition on the demised Premises including, but not limited to, the interior and exterior of the building, the parking lot, the sidewalks, shrubbery, landscaping or lack thereof, trees or the lighting, **even if such condition is the result of negligence on the part of the LANDLORD**. TENANT agrees and understands that indemnification under this provision includes all claims, damages, all costs and attorneys' fees through and including all trial and appellate proceedings and further includes any costs and attorneys' fees incurred in establishing LANDLORD's right and entitlement to indemnification under this provision.

TENANT, for itself and on behalf of its legal representatives, waives, releases and forever discharges LANDLORD and its officers, employees and agents, committees and representatives and their successors and assigns of and from every and all claims, actions, and causes of action for any personal injury, **including those arising out of LANDLORD's or its employees' or agents' own negligence**, which may be suffered or sustained by anyone entering onto the demised Premises in and agrees to indemnify and hold harmless LANDLORD from any such claims or causes of action by whomever or wherever made, including costs and expenses of legal defense through all trial and appellate proceedings in the event a claim is asserted. TENANT agrees and understands that indemnification under this provision includes all claims, damages, all costs and attorney's fees through and including all trial and appellate proceedings and further includes any costs and attorneys' fees incurred in establishing LANDLORD's right and entitlement to indemnification under this provision.

### **XIX. PUBLIC RECORDS**

The TENANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the LANDLORD as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (1) Keep and maintain public records required by the LANDLORD to perform the service.
- (2) Upon request from the LANDLORD's custodian of public records or designee, provide the LANDLORD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if the TENANT benefit does not transfer the records to the LANDLORD.
- (4) Upon completion of this Lease, transfer, at no cost, to the LANDLORD all public records in possession of the TENANT or keep and maintain public records required by the LANDLORD to perform the service. If the TENANT transfers all public records to the LANDLORD upon completion of the Lease, the TENANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TENANT keeps and maintains public records upon completion of the Lease, the TENANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LANDLORD, upon request from the LANDLORD's custodian of public records or designee, in a format that is compatible with the information technology systems of the LANDLORD.

**IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-**

# EXHIBIT B

992-2218, OR E-MAIL [DBUFF@BELLEGLADE-FL.COM](mailto:DBUFF@BELLEGLADE-FL.COM), OR AT 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.

## XX. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the TENANT shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Lease) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Lease) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Lease;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Lease; and
6. Be aware that if the LANDLORD terminates this Lease under Section 448.095(2)(c), Florida Statutes, the TENANT may not be awarded a public contract for at least 1 year after the date on which the Lease is terminated and will be liable for any additional costs incurred by the LANDLORD as a result of the termination of the Lease.

## XXI. SCRUTINIZED COMPANIES.

1. Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate the Contract Documents at its sole option if the Vendor or any of its subcontractors are found to have submitted a false certification; or if the Vendor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract Documents.
2. The Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract Documents.
3. The Vendor agrees that the certifications in this section shall be effective and relied upon by the City for the term of the Contract Documents, including any and all renewals.
4. The Vendor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Vendor shall immediately notify the City of the same.
5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## XXII. LEASE DOCUMENTS; CONFLICTS

The Lease consists of this Lease, the RFQ, and the Proposal. To the extent that there exists a conflict between this Lease, the RFQ, and the Proposal, the terms, conditions, covenants, and/or provisions of these documents shall prevail in the following order: 1. this Lease; 2. the RFQ; and 3. the Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

## XXIII. ENFORCEMENT COSTS

Except as set forth herein regarding the TENANT's indemnification of the LANDLORD or otherwise, in the event of litigation between the parties hereto for actions arising under this Lease, each party shall be responsible for its own costs and expenses including, but not limited to, attorney's fees and costs through all trial and appellate proceedings.

## XXIV. SIGNATURES

IN WITNESS HEREOF, the LANDLORD and the TENANT each respectively cause this instrument to be executed and delivered at Belle Glade, Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

# EXHIBIT B

**Signed, Sealed and Delivered**  
in the presence of:

**LANDLORD: CITY OF BELLE GLADE, FL**

WITNESS NO. 1:

By: \_\_\_\_\_  
Steve B. Wilson, Mayor

\_\_\_\_\_  
NAME:

WITNESS NO. 2:

\_\_\_\_\_  
NAME:

State of Florida)  
County of Palm Beach)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by **STEVE B. WILSON, MAYOR, on behalf of the City of Belle Glade**, personally known to me or who presented the following identification: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TENANT:**

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

NAME:

WITNESS NO. 1:

\_\_\_\_\_  
NAME:

WITNESS NO. 2:

\_\_\_\_\_  
NAME:

State of Florida)  
County of Palm Beach)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, on behalf of \_\_\_\_\_, personally known to me or who presented the following identification: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_