

**CITY OF HOLLYWOOD
BOAT DOCK LEASE**

THIS LEASE made and entered into this _____ day of _____, 2016, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida, (hereinafter the "LESSOR" or "City") and YVES DESMARAIS (hereinafter the "LESSEE"), owner of the property located at 721 N. Southlake Drive, Hollywood, FL 33019, legally described as follows (hereinafter the "REAL PROPERTY"):

HOLLYWOOD LAKES SECTION 1-32 B, LOT 8, 9 W ½ BLOCK 80 AS RECORDED
IN THE PUBLIC RECORDS OF BROWARD COUNTY, FL

W I T N E S S E T H:

1. The term of this Lease shall be for four (4) years commencing on October 1, 2016 (the "Commencement Date") and ending on September 30, 2020 (the "End Date") and subsequently renewing on the End Date and each anniversary thereafter, unless terminated by either party in accordance with Section 11 herein. During the term, or any renewal term, of this Lease, LESSEE shall have the right, subject to conditions set forth herein, to construct, maintain and use a boat dock on the following described real property (hereinafter the "LEASE PROPERTY"):

A strip of land within Block 77, HOLLYWOOD LAKES SECTION, between South Lake and North Southlake Drive, and a 22 foot portion of Block 76, HOLLYWOOD SECTION, also known as Southlake, lying directly adjacent to said strip of land, and both portions being immediately across from the homesite having the address of 721 N. Southlake Drive, and bounded on the west by the southerly extension of the west line of Lot 8, Block 80 of said HOLLYWOOD LAKES SECTION and bounded on the east by the southerly extension of the 22.5 foot west line of Lot 9, Block 80 of said HOLLYWOOD LAKES SECTION, according to the Plat thereof, as recorded in Plat Book 1, Page 32, of the Public Records of Broward County, Florida.

2. LESSEE shall pay to the LESSOR the first years Lease Fee of FIVE HUNDRED NINETY ONE DOLLARS AND SEVENTEEN CENTS (\$591.17), inclusive of

rental tax of six percent (6%), on or before the date of execution of this Lease by the parties. For each subsequent year, LESSEE shall pay to LESSOR such annual Lease Fee as mandated by Section 98.051(B) of the City of Hollywood Code of Ordinances, payable on October 1st. The Lease Fee shall be adjusted annually in the amount of the change in the Consumer Price Index – Urban Areas since the prior year and the Lease Fee shall be in accordance with Resolution No. R-2003-139, as amended from time to time.

3. In no case shall the dock extend more than twenty-two (22) feet from the edge of the dry land at high tide into the lake, and must comply with all applicable City of Hollywood Ordinances, rules, regulations and codes, as well as any other applicable federal, state or local laws. LESSEE shall obtain proper permits before constructing a new, or modifying an existing, boat dock.

4. LESSEE shall repair, within thirty (30) days after being duly notified of the need of such repairs to the boat dock by LESSOR, any defects that are discovered during the Lease Term. If LESSEE fails to comply with this condition, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to \$1,000.00 per day. The charges for removal, or penalty, per Order of the Special Magistrate, shall constitute a lien upon the REAL PROPERTY. In the event that LESSOR determines that there is an unsafe condition, hazardous or emergency situation with such boat dock, LESSOR may take any action necessary to prevent harm to the public. LESSEE shall be responsible for all charges incurred by the LESSOR for such remediation, which shall be a lien against the REAL PROPERTY.

5. LESSEE shall maintain, at his sole expense during the term of this Lease, Public Liability Insurance covering the Lease Property and the boat dock structure, as well as the resultant uses thereof, naming the City as an additional insured, in an amount not less than \$500,000. Such policy shall require thirty (30) days' written notice to City prior to any change in coverage becoming effective. LESSEE shall furnish LESSOR with proof of such insurance prior to the execution of this Lease or at any time during the Lease term, within ten (10) days of the City's written request. A failure to provide the certificate of insurance in a timely fashion shall result in a termination of this Lease pursuant to Paragraph 11 herein, and/or shall subject LESSEE to enforcement by the Special Magistrate, pursuant to Paragraph 9 herein. In the event that the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Lease, LESSEE shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a new Certificate of Insurance as proof that equal and like coverage for the balance of the Lease, and any renewal thereunder, is in effect.

6. LESSEE agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City from (i) any breach by LESSEE of this Lease, (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by LESSEE herein, (iii) any claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life or damage to personal or real property sustained by reason or as a result of the use of the boat dock or the use of federal, state, county or municipal property by LESSEE and

LESSEE's agents, employees, invitees, and all other persons, and (iv) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason of or as a result of the exercise by LESSEE and LESSEE's agents, employees, invitees, and all other persons of any and all rights or duties conferred by this Lease. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City, its officers, agents and employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in the Lease shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

7. The following prohibitions are conditions of this Lease and must be strictly observed with regard to any boat dock leased hereunder:

- (a) No person shall live aboard a boat moored thereto;
- (b) No business or commercial activity of any kind shall be conducted on or there from;
- (c) No subleasing or assignment of the rights created by virtue of this Lease shall be permitted;
- (d) Any boat and/or vessel moored shall be titled to the LESSEE. Upon written request by the City, at any time during the term of this

Lease, LESSEE shall furnish LESSOR with proof of title/ownership to the moored boat and/or vessel within ten (10) days;

- (e) Any vessel shall be moored directly to the boat dock;
- (f) Seaward side yard setbacks for boat docks and/or mooring piles shall not be less than 7.5 feet, and no boat or vessel of any kind shall be docked or moored so that its projection extends into the seaward side yard setback.

8. LESSEE shall be responsible for maintenance of the strip of public land between the roadway and the lake shoreline, and in all cases, this area shall continue to be open to and for the use of the general public.

9. If the LESSEE: i) fails to pay the Lease Fee on or before the anniversary of the Commencement Date; or ii) fails to provide the proper insurance as required in Section 5 herein, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to \$1,000.00 per day. The charges for removal, or penalty, per Order of the Special Magistrate, shall constitute a lien upon the REAL PROPERTY. These remedies shall not be exclusive of any other remedy provided to LESSOR in law or equity.

10. LESSEE shall be responsible and liable for any and all federal, state and local taxes levied as a result of the use of the premises and activities covered by this lease. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this lease for which the CITY may exercise any remedy available to it by law or as provided herein up to and including termination of the Lease.

11. The breach of any term or condition of this Lease by the LESSEE and/or persons under their supervision or control will be cause for immediate termination of this Lease by the LESSOR. LESSOR may terminate without cause, upon thirty (30) days notice prior to expiration of the Lease Term or any renewal thereof. This Lease may be terminated by LESSEE upon sixty (60) days written notice. Notice by the LESSOR shall be sent by certified mail to the LESSEE at the address listed herein and shall be deemed received even if returned "unclaimed" or "refused". It shall be LESSEE's duty to inform LESSOR immediately, in writing, of any change in the above address. Notice by LESSEE shall be sent by certified mail to:

LESSOR:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Blvd., #407
Hollywood, FL 33020

LESSEE:

Yves DesMarais
721 N. Southlake Dr.
Hollywood, FL 33019

12. LESSEE shall inform LESSOR of any disposition of the REAL PROPERTY within thirty (30) days.

BOAT DOCK LEASE – Demarais/721 North Southlake Drive

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of
Florida

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
PETER BOBER, MAYOR

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida, only.

APPROVED BY:

DR. WAZIR ISHMAEL,
CITY MANAGER

JEFFREY P. SHEFFEL,
CITY ATTORNEY

I HAVE READ AND UNDERSTAND
TERMS OF THIS LEASE:

LESSEE:

By: 
YVES DESMARAIS



CERTIFICATE OF LIABILITY INSURANCE

DESMYV1

OP ID: WP

DATE (MM/DD/YYYY)

11/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Form containing PRODUCER (Brown & Brown of FL, Inc -Pers), CONTACT NAME (Mireille Jones), PHONE (954-776-2222), FAX (954-772-9998), INSURED (Yves Desmarais), and INSURER(S) AFFORDING COVERAGE (U. S. Liability Ins. Co.+).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) boat docks at 721 and 737 N. Southlake Dr., certificate holder is also named as additional insured.

CERTIFICATE HOLDER (City of Hollywood, 2600 Hollywood Blvd, Hollywood, FL 33020) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)