

5/4/88

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 4th day of May, 1988, by and between the City of Hollywood, a Florida municipal corporation, Lessor and the Hollywood Historical Society, Inc., a not-for-profit Florida corporation, Lessee,

W I T N E S S E T H:

WHEREAS, certain premises known as the Hammerstein House, located at 1520 Polk Street, Hollywood, Florida, 33020, hereinafter more particularly described, were conveyed to Lessor by the late Clarence Hammerstein, subject to the restriction that the premises be used in perpetuity for "public municipal purposes and so long as deemed practical by the Grantee. . . as the Vera and Clarence Hammerstein Historical Museum"; and

WHEREAS, Lessee desires to lease said premises on a long term basis and to operate and maintain the premises as a historical museum in a manner consistent with the above-stated grant limitation;

NOW, THEREFORE, it is agreed by and between Lessor and Lessee:

1. Lessor hereby leases to Lessee for a term of 99 years at a rental rate of one dollar (\$1.00) per year, the premises known as the Hammerstein House, legally described as follows:

Lots Twenty-one (21), Twenty-two (22) and Twenty-three (23) in Block Seventy-five (75) of "HOLLYWOOD", according to the Plat thereof recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

2. Lessee shall occupy, use, and maintain the demised premises as a historical museum for the collection and display of artifacts, documents, photographs, and other material of local historical interest and significance, and for the conduct of Lessee's meetings and functions related thereto. This lease shall automatically and without the requirement of any notice, terminate in the event of the discontinuance by Lessee of the use hereinabove specified or the use of the demised premises in a manner or for a purpose inconsistent therewith.

3. Lessee shall be obligated to maintain the demised premises in good repair and shall be solely responsible for the cost therefore, provided that liability of Lessee for any single repair project shall be limited to and not to exceed the sum of One Thousand Dollars (\$1,000). In the event that Lessee desires to make any repair constituting a single project and having an estimated cost in excess of \$1,000, Lessee shall give notice thereof to Lessor and shall afford Lessor a reasonable opportunity to evaluate the proposed repair project and the necessity therefore, and Lessor shall not be responsible for any part of the cost of any such repair project unless Lessor's written approval shall have been obtained.

4. Lessee shall, at its sole expense, provide comprehensive and all inclusive public liability insurance for the benefit of Lessor and Lessee in an amount not less than \$300,000 comprehensive single limit per occurrence. Lessor shall be named as an additional insured in such policy, and a certificate of insurance shall be furnished to Lessor. Such insurance coverage shall be continuously maintained in full force and effect by Lessee and shall not be subject to cancellation on less than 30 days notice to Lessor. Further, Lessee shall, at its sole expense, continuously insure the demised premises and personal property of the Lessor against loss by fire and other damage in an amount not less than the full replacement cost. The Lessor shall be the named insured and the policy delivered to the Lessor prior to commencement of this lease. This insurance must provide for not less than 30 days notice of cancellation or non renewal. Lessee shall be solely responsible for insuring any and

all personal property of Lessee located in or about the demised premises. Lessee hereby waives all right of subrogation that it may possess against the Lessor, its officers, employees and agents as a result of any claim for loss or damage covered under any insurance purchased by the Lessee for its own purposes.

5. Lessee shall make no improvement or alteration in or upon the demised premises without the Lessor's written consent.

6. Lessee shall be responsible for all expenses and costs incidental to the occupancy, maintenance, and operation of the demised premises, including, without limitation, all expenses for utilities.

7. Lessee shall defend, indemnify and save harmless Lessor and Lessor's officers, employees, and agents from and against any and all claims, suits, actions, damages and causes of action arising during the term of this lease and caused by any act or omission of Lessee relating to bodily injury, loss of life, or damage to property sustained in, on, or about the demised premises, or the buildings and improvements placed thereon, or the appurtenances thereto, or upon the adjacent sidewalks and streets, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein, and shall further specifically defend Lessor and Lessor's officers, employees, and agents in any action brought against Lessor or Lessor's officers, employees, and agents as a result of such a claim. Nothing in this agreement shall be deemed to affect the rights, privileges, and immunities of cities and counties as provided by law.

8. Lessee shall not sell, transfer, convey or in any manner dispose of any personal property donated to the Lessee by or on behalf of the Lessor, which property is located on the premises, without the express written consent of Lessor.

9. This lease shall not be subject to assignment. Lessee shall not sublease the premises or any part thereof without the Lessor's written consent.

10. This lease shall be subject to cancellation by either party on reasonable notice, which shall not be less than 30 days.

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

WITNESSES:

Carole Glover

Suzanne Tarrus  
As to "Lessor"

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

BY: Mara Giuliani  
MARA GIULIANTI, MAYOR

ATTEST: Martha S. Lambos  
MARTHA S. LAMBOS  
CITY CLERK

APPROVED: Paul E. Wimberly  
PAUL E. WIMBERLY  
FINANCE DIRECTOR

PREPARED BY:

Alan B. Koslow  
ALAN B. KOSLOW  
DEPUTY CITY ATTORNEY

ENDORSED AS TO FORM & LEGALITY

Maria J. Chiaro  
MARIA J. CHIARO, CITY ATTORNEY

HOLLYWOOD HISTORICAL SOCIETY,  
a not-for-profit Florida  
corporation

Carole Glover

Suzanne Tarrus  
As to "Lessee"

BY: Arthur R. Raymond  
ARTHUR R. RAYMOND,  
PRESIDENT

11-20-88  
3/15/89

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT made and entered into as of the 15<sup>th</sup> day of March, 1989, amending that certain Lease Agreement dated May 4, 1988 (the "Lease") (copy annexed) by and between the City of Hollywood, a Florida municipal corporation, ("Lessor") and the Hollywood Historical Society, Inc., a not-for-profit Florida corporation, ("Lessee").

W I T N E S S E T H:

WHEREAS, certain premises known as the Hammerstein House, located at 1520 Polk Street, Hollywood, Florida, 33020, hereinafter more particularly described, were conveyed to Lessor by the late Clarence Hammerstein, subject to the restriction that the premises be used in perpetuity for "public municipal purposes and so long as deemed practical by the Grantee. . . as the Vera and Clarence Hammerstein Historical Museum"; and

WHEREAS, pursuant to the Lease, the Lessor leased said premises on a long term basis to Lessee to operate and maintain the premises as a historical museum in a manner consistent with the above-stated grant limitation; and

WHEREAS, the Lease contemplated that certain insurance requirements to insure the Lessor against certain risks would be paid for by the Lessee; and

WHEREAS, the Lessee has advised the Lessor that payment of such insurance requirements under the Lease, coupled with the Lessee's other insurance requirements, would create an undue hardship and financial burden on the Lessee; and

WHEREAS, the Lessor is self-insured for liability and has certain other insurance policies pursuant to which the Lessor is better able to insure itself against certain of the risks to Lessor identified in the Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between Lessor and Lessee that Section 4 of the Lease is amended to read as follows:

4. Lessor shall be responsible for providing comprehensive and public liability insurance for the benefit of Lessor in an amount that Lessor deems sufficient to cover any potential exposure or liability to Lessor. Lessor may, at its option, provide such coverage under its Self-insurance Program. Further, Lessor shall, at its expense, continuously insure the demised premises and personal property of the Lessor against loss by fire and other damage in an amount not less than the full replacement cost. Lessee shall be solely responsible for insuring any and all personal property of Lessee located in or about the demised premises and for obtaining and maintaining an officers and directors insurance policy to protect the Lessee's officers and directors.

Except as otherwise amended herein, the provisions of the Lease shall remain in full force and effect.

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

WITNESSES:

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

Guzenne Torres

BY: Mara Giuliani  
MARA GIULIANTI, MAYOR

Terry S. Cairns  
As to "Lessor"

ATTEST: Martha S. Lambos  
MARTHA S. LAMBOS  
CITY CLERK

ENDORSED AS TO FORM & LEGALITY

APPROVED: Paul E. Wimberly  
PAUL E. WIMBERLY  
FINANCE DIRECTOR

Maria J. Chiaro  
MARIA J. CHIARO, CITY ATTORNEY

PREPARED BY:  
Alan B. Koslow  
ALAN B. KOSLOW  
DEPUTY CITY ATTORNEY

HOLLYWOOD HISTORICAL SOCIETY,  
a not-for-profit Florida  
corporation.

\_\_\_\_\_  
As to "Lessee"

By: Arthur R. Raymond  
ARTHUR R. RAYMOND  
PRESIDENT

B-91-132  
11-90

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT made and entered into as of the 7<sup>th</sup> day of November, 1990, amending that certain Lease Agreement dated May 4, 1988 (the "Lease") (copy attached) by and between the City of Hollywood, a Florida municipal corporation. ("Lessor") and the Hollywood Historical Society, Inc., a not-for-profit Florida corporation, ("Lessee").

W I T N E S S E T H:

WHEREAS, certain premises known as the Hammerstein House, located at 1520 Polk Street, Hollywood, Florida, 33020, hereinafter more particularly described, were conveyed to Lessor by the late Clarence Hammerstein, subject to the restriction that the premises be used in perpetuity for "public municipal purposes and so long as deemed practical by the Grantee . . . as the Vera and Clarence Hammerstein Historical Museum"; and

WHEREAS, pursuant to the Lease, the Lessor leased said premises on a long-term basis to Lessee to operate and maintain the premises as an historical museum in a manner consistent with the above-stated grant limitation; and

WHEREAS, in its Paragraph 3 the Lease contemplates that the Lessee will pay for all repairs at a cost of \$1,000.00 or less; and

WHEREAS, at its October 17, 1990 meeting, the City Commission approved an amendment to the Lease whereby the City would assume the cost of all repairs to the Hammerstein House.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between Lessor and Lessee that Paragraph 3 of the Lease is amended to read as follows:

3. "Lessee shall be obligated to maintain the demised premises in good repair. Lessor shall be responsible for the cost of all repairs. In the event Lessee determines the necessity for a repair to the demised premises, it shall give notice thereof to the Lessor who shall conduct an evaluation of the proposed repair project, including the necessity therefor. Lessor shall not be responsible for any cost of repair to the demised premises unless and until Lessor shall provide to Lessee its written approval therefor."

Except as otherwise amended herein, the provisions of the Lease shall remain in full force and effect.



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

WITNESSES:

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

Carole Glover

BY: S. J. Oliveri  
SAL OLIVERI, MAYOR

Terry L. Cairns  
As to "Lessor"

ATTEST: Martha S. Lambos  
MARTHA S. LAMBOS  
CITY CLERK

ENDORSED AS TO FORM & LEGALITY

Alan B. Koslow  
ALAN B. KOSLOW  
CITY ATTORNEY

APPROVED: Paul E. Wimberly  
PAUL E. WIMBERLY  
FINANCE DIRECTOR

PREPARED BY:

Robert Tischkel  
ROBERT TISCHENKEL  
ASSISTANT CITY ATTORNEY

HOLLYWOOD HISTORICAL SOCIETY, a not-for-profit Florida corporation

\_\_\_\_\_  
  
\_\_\_\_\_  
As to "Lessee"

BY: Arthur R. Raymond  
PRESIDENT, ARTHUR R. RAYMOND