

## LEASE

THIS LEASE is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, ("Execution Date") by and between the CITY OF HOLLYWOOD ("Landlord"), a municipal corporation of the State of Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33020, and the Community Enhancement Collaboration, Inc. ("Tenant"), a Florida Non-Profit Corporation.

### W I T N E S S E T H.

Landlord, for and in consideration of the rents hereinafter provided, and terms, conditions, covenants and provisions on the part of Tenant, leases to Tenant, and Tenant takes and accepts from Landlord, subject to the terms and conditions contained in this Lease, the property located at 5648 Wiley Street, Hollywood, Florida, which includes the use of the on-site parking spaces, legally described as:

Lot 1 and the West 2.50 feet of Lot 2, Block J of a Resubdivision of Block I, J, and K of Washington Park Hallandale Addition NO. 2, according to the Plat thereof, as recorded in Plat Book 38, Page 44, of the Public Records of Broward County, Florida (the "Premises").

1. **TERM.** The term of this Lease shall be for five years commencing upon the execution of this Lease. The Lease may be renewed for an additional five year term, subject to City Commission approval and the Tenant's Board of Directors' approval.

Notwithstanding Paragraph 16 of this Lease entitled "Default", if at any time during the term of this Lease or any renewal thereof, the composition and mission of the Tenant changes, Landlord has the right to reevaluate the Tenant's use of premises and may terminate this Lease upon 30 days prior written notice.

2. **RENT.** The rental payment shall be One Dollar (\$1.00) per year, payable to Landlord on the yearly anniversary of the Lease Agreement.

For any year in which Landlord is required to pay property taxes because of the Lease, Tenant shall pay to Landlord, as additional rent, the amount of such property taxes that is directly attributable to this Lease, such payment to be due within 30 days after Landlord submits an invoice to Tenant.

3. **USE OF PREMISES.** Tenant shall have the exclusive use of the Premises; however, Landlord may utilize the Premises in its sole discretion and will notify Tenant when such use is necessary. Tenant shall use the Premises solely for administrative use and for providing community service activities. The Premises may not be sub-leased. The Premises may be operated from 8:00 a.m. to 9:00 p.m. daily and during other times as may be scheduled periodically. The Premises

shall be accessible by the general public. The activities/uses to be conducted by Tenant on the Premises shall be those eligible activities pursuant to 24 CFR 570. Further, at no time during this Lease shall outdoor storage be permitted on the Premises, unless authorized by the landlord.

4. **OPERATING EXPENSES.** Tenant shall be responsible for performing housekeeping duties to include, but not limited to, floor mopping, sweeping or vacuuming, general dusting, emptying of trash receptacles, window and mirror cleaning, toilet and sink cleaning. Tenant shall be responsible for electricity service, water/sewer/stormwater utilities, garbage/recycling service and all accounts for such services and costs necessary to conduct free or low-cost, non-commercial, community-based services to benefit residents of the Washington Park Community in accordance with 24 CFR 570, and all accounts for such services shall be in the Tenant's name. Tenant shall provide Landlord with documentation substantiating that Tenant has obtained all utility accounts set forth above. Failure of Tenant to obtain any and all utility accounts shall be cause for immediate termination of the Lease. Tenant will obtain all required permits for the use of the leased Premises and shall pay any and all applicable fees.

5. **LEASEHOLD IMPROVEMENTS.**

(a) Tenant shall be solely responsible for supplying all furniture, and equipment. Tenant shall keep all furniture, fixtures and equipment in good order and repair and shall replace the same when necessary by items of similar utility and value. All fixtures shall upon installation forthwith become part of the building and shall be subject to all of the provisions of this Lease.

(b) All personal property placed or moved into the Premises shall be at the risk of the Tenant and Landlord shall not be liable for any damage to said personal property, or to the Tenant, arising from the bursting or leaking of water pipes, or from any act or negligence of any occupants of the building or any other person whomsoever.

(c) Tenant shall not make any alterations or additions to the Premises without the prior written consent of the Landlord.

(d) Upon termination of this Lease, all installations, improvements and alterations made by Tenant, including electrical lighting fixtures installed by Tenant, shall remain a part of the Premises, or at Landlord's option, Landlord shall have the right to have Tenant remove same and to restore the Premises to its original condition, reasonable wear and tear excepted.

6. **ENTRY AND INSPECTION OF PREMISES.** During all reasonable business hours, Landlord or its employees or agents, shall have the right to enter upon the Premises to examine same, to conduct routine maintenance and upkeep, and to make such repairs as may be required of the Landlord under the terms of

this Lease. Landlord shall have the absolute right to enter the Premises at any time in the event of any emergency, to protect the Premises or any part of the property, including but not limited to hurricane preparedness. The right of entry shall likewise exist for the purpose of removing fixtures, alterations, or additions, which do not conform to the terms of this Lease, any and all federal, state and local law, or to the rules and regulations of the building. Further, within sixty (60) days prior to the expiration of the Lease, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective tenants.

7. **CONDITION OF PREMISES.**

(a) Tenant agrees to maintain the leased Premises in the same condition, order and repair as they are on the date of occupancy, except for reasonable wear and tear excepted arising from the use specified in this Lease and to make good to Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliance or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

(b) Tenant agrees to comply with all statutes, ordinances, rules, orders and regulations and requirements of the Federal, State and Local Government, and of any and all of their Departments and Bureaus applicable to the Premises for correction, prevention, and abatement of nuisances or other grievances or violations in, upon, or connected with the Premises during the term of this Lease; and Tenant shall promptly comply with and execute all rules, orders, and regulations of the National Underwriters Association for the prevention of fires, at Tenant's own cost and expense. Further, Tenant is solely liable for all Department of Environmental Protection or any other environmental violations, if applicable, and shall cure any and all violations within the time frames required by the applicable agencies and laws.

8. **TAXES.** During the term of this Lease, Tenant shall pay, before the same shall become delinquent, all personal property taxes, and such other taxes as may be payable by reason of the operation of Tenant's business. Tenant shall pay real property taxes as set forth in Paragraph 2 above. If Tenant is deemed by the Property Appraiser to be tax-exempt and Landlord is not obligated to remit taxes on the Premises, then Tenant shall provide documentation from the Property Appraiser establishing such tax exemption for both Landlord and Tenant. It is acknowledged that Tenant is exempt from sales tax and Tenant shall provide Landlord with a copy of its Certificate of Exemption.

9. **LIENS.** Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenants, and against any and all mechanic's, materialman's or

laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Property. Notwithstanding anything to the contrary in this Lease, the interest of Landlord in the Premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with an agreement between Landlord and Tenants, and it is specifically understood and agreed that in no event shall Landlord, or the interest of Landlord in the Premises, be liable for or subjected to any mechanic's, materialman's, or laborer's liens for improvements or work made by or for Tenant; and this Lease specifically prohibits the subjecting of Landlord's interest in the Premises to any mechanic's materialman's, or laborer's liens for improvement made by Tenant or for which Tenant is responsible under the terms of this Lease. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, or for improvements or work, the cost of which is the responsibility of Tenant, Tenant agrees to have such notice or claim of lien canceled and discharged of record as a claim against the interest of Landlord in the Premises or the Property (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so Tenant shall be considered in default under this Lease.

10. **INSURANCE.**

(a) Liability Insurance. At all times during the term of this Lease, Tenant, at its sole cost and expense shall carry insurance against liability with respect to the premises and the operations related thereto, including coverage for sexual molestation, in an amount of not less than \$1,000,000.00 per occurrence, combined single limit, and designating Tenant as a named insured and Landlord as additional insured and providing all required endorsements.

(b) Commercial Automobile Liability Insurance vehicles naming the City as an additional insured, with appropriate endorsements, with not less than the following limits:

Combined Single Limit	\$300,000
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If split limits are provided, the minimum acceptable limits shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

Coverage shall include contractual liability assumed under this Agreement, owned, hired and non-owned vehicles. The City of

Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

- (c) Prior to occupying the leased premises, Tenant shall obtain Worker's Compensation Insurance covering the Tenant and the Tenant's employees with limits sufficient to respond to Florida Statute 440.

In addition, Tenant shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee

- (d) General Provisions Applicable to All Policies.

(1) Insurance Companies. All of the insurance policies required by this Article shall be procured from companies licensed or authorized to do business in the State of Florida that have a rating in the latest edition of "Best's Key Rating Guide" of "A + X" or better unless such policies are not available, in which case A + VII companies are acceptable, or another comparable rating reasonably acceptable to Landlord and Tenant, considering market conditions.

(2) Required Forms. All references to forms and coverages in this Article shall be those used by the Insurance Services Organization (ISO) or equivalent forms reasonably satisfactory to Landlord and Tenant in all material respects.

(3) Required Certificates. Certificates of insurance evidencing the issuance of all insurance required by this Article, describing the coverage and providing for ten (10) days prior notice to Landlord by the insurance company of cancellation or non-renewal, shall be delivered to Landlord simultaneously with the execution of this Lease, and annually thereafter, and in the case of any policies replacing or renewing any policies expiring during the term of this Lease, not later than ten (10) days before the expiration dates of any expiring policies. The certificates of insurance shall bear the original signature of an officer of the insurance company. Certificates of Insurance evidencing material changes in the coverage required by this Article shall be delivered to Landlord.

(4) Compliance with Policy Requirements. Neither Tenant nor Landlord shall violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required by this Lease.

(5) Required Insurance Policy Clauses. Each policy of insurance required to be carried pursuant to the provisions of this Article and each certificate issued by or on behalf of the insurer shall contain a clause designating Landlord as an additional insured.

(6) Duration of Policies. Tenant shall procure policies for all insurance required by any provision of this Lease for uninterrupted periods and shall procure renewals thereof from time to time before the expiration thereof.

(e) Liability Insurance Requirements. The required liability insurance shall consist of commercial general liability insurance protecting against liability for bodily injury, death, property damage and personal injury.

(f) Annual Aggregates. If there is imposed under any liability insurance policy required hereunder an annual aggregate which is applicable to claims other than products liability and completed operations, such an annual aggregate shall not be less than two times the per occurrence limit required for such insurance.

(g) Additional Interests; Waiver of Subrogation. All liability policies shall contain a provision substantially to the effect that the insurance provided under the policy is extended to apply to Landlord. Tenant shall cause its insurance carriers to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against Landlord.

11. **ASSIGNMENT AND SUBLEASING** – Except as specifically provided, neither this Lease nor the interest of Tenant in this Lease, nor the interest of Tenant in any sublease, license or concession or rentals under this Lease, license or concession shall be sold, mortgaged, encumbered, assigned or otherwise transferred, without the prior written consent of the City Commission.

12. **CASUALTY** - In the event the Premises are rendered unfit for occupancy by casualty, Landlord shall not be required to repair or rebuild the Premises. If Landlord decides not to repair or rebuild the Premises, this Lease shall be terminated commencing on the date of the casualty. If Landlord decides to repair or rebuild the Premises, Landlord will not be responsible for providing alternate facilities for the period commencing on the date of the casualty and ending on the date the Premises are once again fit for occupancy.

13. **INDEMNIFICATION**

(a) Tenant shall indemnify and hold harmless the Landlord, its officers, agents and employees, from and against any and all damages incurred by Landlord in connection with the loss of life, bodily or personal injury or property damage arising from an occurrence upon the leased Premises as a result of the negligence of Tenant, its employees, agents or invitees, contractors, servants, guests, or licensees. Nothing in this Lease shall be construed to affect in any way the Landlord's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes, or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

(b) This Indemnification paragraph shall apply to every provision of this Lease. The absence of explicit reference to this paragraph in any particular provision of this Lease shall not be construed to diminish the application of this paragraph to such provision.

(c) This Indemnification Paragraph shall survive the expiration of the term of this Lease.

14. **HAZARDOUS MATERIALS.** Tenant shall not knowingly cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by Tenant, its agents, employees, contractors or invitees. If the presence of any hazardous material on the Premises is detected, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the contamination or introduction of such hazardous material to the Premises; provided, however, that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, so long as such actions would not potentially have any material adverse effect on the Premises.

As used herein, the term "hazardous materials" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Florida or the United States government. The term "hazardous material" includes, without limitation, any material or substance that is (1) defined as a "hazardous substance" under appropriate state law provisions, (2) petroleum, (3) asbestos, (4) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1321), (5) defined as hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 690), (6) defined as a hazardous substance pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601), or (7) defined as a regulated substance pursuant to Sub-Chapter VIII, Solid Waste Disposal Act (the regulation of underground storage tanks) (42 USC 4991).

**Hazardous Materials Generally Prohibited.** Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge, spill or leak any hazardous material or permit Tenant's employees, agents, contractors, or other occupants of the leased Premises to engage in such activities on or about the Property. However, the foregoing provision shall not prohibit the transportation to and from and use storage maintenance and business which Tenant is permitted to conduct in the leased Premises under this Lease but only as an incidental and minor part of such business.

**Notifications and Records.** Tenant shall promptly notify Landlord upon Tenant's actual knowledge of (i) any inspection, enforcement, cleanup or other regulatory action taken or threatened by any regulatory authority with respect to any

hazardous material on or from the leased Premises or the migration thereof from or to other property.

Clean Up Responsibility. If any hazardous material is released, discharged or disposed of or permitted to spill or leak, in violation of the foregoing provisions, Tenant shall promptly and properly clean up and remove the hazardous materials from the leased Premises, property, and any other affected property in compliance with applicable laws and then prevailing industry practices and standards, at Tenants' expense (without limiting Landlord's other remedies therefor).

Fees, Taxes, Fines and Remedies. Tenant shall pay, prior to delinquency any and all fees, taxes (including excise taxes) penalties and fines arising from or based on Tenant's activities involving hazardous material on or about the leased Premises or Property, and shall not allow such obligations to become a lien or charge against the property or Landlord.

15. **RADON GAS** - 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 in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Health Department.

16. **DEFAULTS.**

- a. Each of the following events shall be an "Event of Default":
  - i. Failure of Tenant to pay any money, costs or expenses, including but not limited to utilities set forth in Section 4, agreed to be paid by Tenant, when due, and the continuance of such failure for a period of ten (10) days after written notice specifying the default.
  - ii. Failure to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease and the continuance of such failure for a period of 30 days after written notice by Landlord, specifying such failure (unless such failure involves work to be performed, acts to be done, or conditions to be removed, as the case may be, which cannot, with due diligence, be completed within such 30 day period, in which case no default shall be deemed to exist so long as Tenant shall have commenced curing the same within such 30 day period, and shall diligently and continuously prosecute the same to completion.
  - iii. If Tenant shall vacate or abandon the Premises.



- iv. If this Lease shall be transferred to or assigned to or subleased to or shall pass to or devolve upon, any person or party, except in a manner herein permitted.
  - v. If a levy under execution or attachment shall be made against Tenant or its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of 20 days.
  - vi. If Tenant fails to provide the required eligible activities as set forth herein and pursuant to 24 CFR 570 and consistent with the annual audit the City performs due to the Tenant being a subrecipient.
- b. Upon an Event of Default, Landlord shall have the following options:
- i. Landlord may treat the Lease as terminated whereupon the right of Tenant to the possession of the Premises shall immediately terminate, and the mere retention or possession thereafter by Tenant shall constitute a forcible detainer.
  - ii. Landlord may terminate Tenant's right of possession, without the termination of this Lease, in which event Landlord shall have the right to relet the Premises.
  - iii. In addition to the foregoing, Landlord shall have the right to recover any improvement allowance, or other financial incentive given to Tenant at the inception of this Lease.
- c. On the termination of the right of possession of Tenant, whether this Lease be terminated or not, Tenant shall surrender possession of the Premises immediately and shall grant to Landlord a free right to re-enter the Premises or any part thereof without process of law. All sums payable to Landlord shall bear interest from the date of default at the highest rate permitted by law.
- Notwithstanding any of the foregoing, any re-entry or repossession by Landlord shall not terminate this Lease unless Landlord so elects in writing, nor shall it release Tenant from any liability for the payment of any rent stipulated to be paid pursuant to this Lease, or for the performance or fulfillment of any other term or condition provided herein.
- d. Upon the expiration or termination of this Lease, whether by lapse of time or by reason of Tenant's default or otherwise, Tenant's title to the Premises shall automatically vest in Landlord without any payment therefor.

e. The rental hereunder and each and every installment thereof, and all costs which may be incurred by Landlord in enforcing the provisions of this Lease, or on account of any delinquency of Tenant in carrying out the provisions of this Lease, shall be and are declared to constitute a valid lien upon the interest of Tenant in this Lease and upon all goods, chattels and equipment located in the Premises.

17. **QUIET ENJOYMENT.** Tenant, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

18. **REPAIRS.** Tenant shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Landlord shall maintain the service contracts associated with the roof, HVAC, and termites; provided, however, that Landlord shall not be required to make any repairs to the roof or any part of the Premises until written notice of the need for such repairs is given to Landlord by Landlord's service contractor and/or Tenant; and further provided that Landlord shall not be liable for or required to make any repairs, or perform any maintenance, to or upon the Premises which are required by, related to or which arise out of negligence, fault, misfeasance or malfeasance of and by Tenant, its employees, agent, invitees, licensees or customers, in which event Tenant shall be solely responsible therefor. Landlord shall repair, service, keep and maintain the interior of the Premises, including all wiring, fixtures, doors, air conditioner filters, equipment and appurtenances, in good and substantial repair during the entire term of this Lease, except for normal wear and tear.

19. **NOTICES, CONSENTS AND APPROVALS**

Service of Notices and Other Communications.

(a) **In Writing.** Whenever it is provided that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication (referred to in this article as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Lease) and shall be effective for any purpose only if given or served by certified or registered U.S. Mail, postage prepaid, return receipt requested, personal delivery with a signed receipt or a recognized national courier service, addressed as follows or to such other address as a party may provide in writing to the other party:

if to Landlord:

George R. Keller JR, City Manager  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney  
City of Hollywood  
2600 Hollywood Boulevard, Rm. 407  
Hollywood, Florida 33020

if to Tenant:

The Community Enhancement Collaboration, Inc.  
c/o Nadine McCrea, Registered Agent  
5625 Mayo Street  
Hollywood, Florida 33023

(b) Effectiveness. Every notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery is refused by the recipient.

(c) References. All references in this Lease to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (b).

#### Consents and Approvals.

All consents and approvals which may be given under this Lease shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Lease, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

## 20. **MISCELLANEOUS**

### (a) Entire Agreement, etc.

(1) Entire Agreement. This Lease, together with the exhibits and attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between Landlord and Tenant concerning the

subject matter of the Lease and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments hereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto. This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

(2) Waiver, Modification, etc. No covenant, agreement, term or condition of this Lease shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Landlord and Tenant. No waiver of any Default or Event of Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default or Event of Default thereof.

(b) Invalidity of Certain Provisions. If any provision of this Lease or the application thereof to any Person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Lease, and the application of such provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) Remedies Cumulative. Each right and remedy of either party provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Lease).

(d) Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Landlord and Tenant and, except as otherwise provided herein, their respective permitted successors and permitted assigns and shall be construed as covenants running with the land.

(e) No Partnership. The parties acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of developing or operating the Project, or for any other purpose whatsoever. Accordingly, notwithstanding any provisions contained herein, nothing in this Lease shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section shall survive Expiration of the Term.

(f) Time Periods. Any time periods in this Lease of less than 30 days shall be deemed to be computed based on business days (regardless of whether any such time period is already designated as being computed based on business days). In addition, any time period which shall end on a day other than a Business Day shall be deemed to extend to the next Business Day.

(g) Time of Essence. Time is of the essence under this Lease.

(h) Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. In the event of any litigation arising out of the terms of this Lease, the venue for such litigation shall be Broward County, Florida.

(i) Special Condition. Tenant acknowledges that this Lease is subject to the approval of Landlord's City Commission. As a result, this Lease shall only extend for the term specified herein and may not be extended, amended, or otherwise modified without the approval of Landlord's City Commission and a written document executed with the same formality and of equal dignity herewith.

(j) Brokerage Commissions. Landlord and Tenant represent and warrant to each other that no services have been performed for either party in connection with this Lease by any broker, finder or salesperson. Each party shall indemnify and forever hold the other party harmless from and against any claim, loss, damage, cost and expense (including without limitation, court costs and reasonable attorneys' fees) which the other party may suffer or incur as a result of a breach of the foregoing representation or warranty by such party.

EXECUTION

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Lease as of the day and year first above written.

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

Attest:

By: \_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Josh Levy, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

Community Enhancement Collaboration, Inc.,  
a Florida Not For Profit Corporation

Attest:

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

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_