

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT ("Lease") is made and entered into this 8 day of July, 2015, between the HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, a political subdivision of the State of Florida, hereinafter referred to as "CRA", and MYDATT SERVICES, INC. d/b/a Block By Block, an Ohio corporation duly authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR".

WHEREAS, on November 6, 2014 the Hollywood, Florida Community Redevelopment Agency entered into an Agreement with Mydatt Services, Inc. d/b/a Block By Block for a Supplemental Maintenance Program (the "Agreement"); and

WHEREAS, execution of the Agreement was authorized via Resolution DCRA-2014-57; and

WHEREAS, the CRA and CONTRACTOR desire to enter into this Lease in furtherance of the responsibilities under the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and understanding set forth herein, the parties hereto agree as follows:

1. Leased Vehicles: The CRA hereby leases to CONTRACTOR the vehicle(s) described in Exhibit "A" attached herewith and made a part hereof (hereinafter referred to as vehicle(s) upon the conditions and covenants set forth below). The vehicle(s) shall be operated by CONTRACTOR to serve the best interest and welfare of the CRA and the public. The Vehicle(s) shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to CONTRACTOR's employees and passengers. CONTRACTOR shall adhere to all drivers' license requirements set forth by the State and Federal governments. CONTRACTOR shall utilize the CRA's equipment in accordance with the standard operating procedures. CONTRACTOR shall not sublease the CRA's equipment to another entity without the expressed written consent of the CRA.

2. Term of Lease/Default and Termination: The initial term of this Lease shall commence on the day and year written above and continue through November 5, 2017. This Lease may be renewed for an additional two (2) year period.

In the event that CONTRACTOR fails to comply with any term or condition of the Lease or fails to perform any of the obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder, the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Lease. CONTRACTOR understands and agrees that termination of this Lease does not release CONTRACTOR from any obligation accruing prior to the effective date of termination. If CONTRACTOR is unable or unwilling to commence performance under this Lease, CONTRACTOR shall be liable to the CRA for all

expenses incurred by the CRA in preparation and negotiation of this Lease and all costs and expenses incurred by the CRA, including, without limitation, consequential and incidental damages.

The CRA shall have the right to terminate this Lease, in its sole discretion, at anytime, for convenience, by giving written notice to CONTRACTOR at least thirty (30) days prior to the effective date of such termination. In no event shall the CRA be liable to CONTRACTOR for consequential or incidental damages.

Either party shall have the right to terminate this Lease, with thirty (30) days prior written notice to the other party, upon the occurrence of an event of default hereunder. Within the thirty (30) days, the defaulting party shall make reasonable efforts to cure any such default or should be making good faith efforts to cure such default. If such is not the case, then the non-defaulting party may terminate this Lease by providing three (3) days notice to the defaulting party. In such event, CONTRACTOR shall be obligated to pay any amounts outstanding through the termination date.

3. Consideration: In consideration for leasing the vehicle(s), CONTRACTOR agrees to pay the CRA Ten Dollars (\$10.00) for the term of the Lease, and CONTRACTOR further agrees to bear all cost of maintenance, operation, and repair of leased vehicle(s) described in Exhibit "A". CONTRACTOR agrees to hold the CRA harmless for any damages arising out of the use, maintenance, or operations of the vehicle(s) leased by CONTRACTOR or any third party for any purpose whatsoever.

4. Routine Maintenance and Operation Expenses: CONTRACTOR shall maintain the CRA's equipment at a high level of cleanliness, safety, and mechanical soundness. CRA agrees to pay all charges for gasoline, oil, parts, services used or supplied for the vehicle during the term of this Lease. CONTRACTOR shall indemnify the CRA against all liability on such account. CRA shall reimburse CONTRACTOR for any authorized services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicle(s). CONTRACTOR shall have a Preventive Maintenance Program/Schedule that, at a minimum, meets manufacturer guidelines and recommendations for maintaining vehicles. CONTRACTOR must document and track all vehicle maintenance activities. The CRA may require periodic reports on operation or maintenance activities. The CRA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the vehicle(s). When not in use, the vehicle(s) shall be parked at a designated location in the City of Hollywood, which shall be selected by the CRA.

CONTRACTOR shall document and track all vehicle operational and maintenance activities and costs under this Lease and submit a monthly invoice to the CRA. The CRA shall require monthly reports/invoices on operation or maintenance activities on the first day of each month for the preceding month's expenses. Monthly invoices received by the CRA from CONTRACTOR pursuant to this Lease will be reviewed and approved in writing by the CRA indicating that services have been rendered in conformity with the Lease, and then will be sent to the CRA's Finance Manager for payment. All invoices

shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within forty-five days following the CRA's approval. CONTRACTOR shall pay all taxes imposed on the possession, use or operation of the vehicle(s) during the term of the Lease.

5. Title and License Plates: Throughout the term of the Lease, CRA shall retain title to the vehicle(s) and the license plates used on the vehicle(s) shall be issued in the name of the CRA, as the owner. CRA shall be responsible for all costs and expenses related to title and license plates for the vehicle(s) and any other fees incidental to the ownership of the vehicle(s).

6. Liability and Insurance: CONTRACTOR assumes all liability regarding the provision of utilizing the leased vehicle(s) and agrees to indemnify the CRA for any losses incurred by CONTRACTOR, or its management, or Board of Directors because of negligent conduct occurring in the course of the operation of leased vehicle(s). CONTRACTOR will cover its activities and vehicle(s) with insurance sufficient to protect CONTRACTOR, and their management from any loss whatsoever, in regard to vehicle(s).

CONTRACTOR shall provide a copy of the insurance policy to the CRA. On an annual basis, proof of adequate insurance shall be provided to the CRA, and the City of Hollywood Department of Human Resources.

Liability Insurance: Continuous liability coverage to be in effect on the vehicle(s) during the entire time it is registered and the license plate is in your possession. The insurance must be provided by a company that is licensed to do business in the State of Florida with a minimum A.M. Best rating of A-.

Fire and Other Casualty Insurance: CONTRACTOR, at its own cost and expense, shall keep the vehicle(s) insured against loss or damage by fire or other risk now or hereinafter embraced by the term "comprehensive and collision coverage." The coverage shall be sufficient to create and assure a fund to be used to replace or repair the vehicle(s) in the event that damage or destruction necessitates the same. CONTRACTOR shall be responsible for protecting the vehicle(s), based on the current market value, by maintaining adequate insurance throughout the lease period for the equipment. Failure of CONTRACTOR to provide adequate insurance shall be considered a breach of this agreement and, after notification by the CRA, may result in termination of the agreement.

CONTRACTOR agrees to notify the CRA immediately when any vehicle is withdrawn from service due to casualty loss. Fair market value shall be deemed to be equal to the damages paid by CONTRACTOR's insurance carrier or from a self-insured reserve account. CRA has no obligation for any loss in regard to the vehicle(s).

In no event shall salvage value be considered as fair market value for project equipment.

6. Training: CONTRACTOR assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment. CONTRACTOR will provide proof of such training upon request. Training shall include, without limitation, the following safety issues: Seat Belt Use, Distracted Driving, Including Cell Phone Use/Texting While Driving, and Driving as Safe Speeds.

7. Surrender of Vehicle: Upon the expiration or earlier termination of the Lease, CONTRACTOR shall return the vehicle(s) to the CRA in the same condition in which it was received by the CONTRACTOR, ordinary wear and tear and natural depreciation excepted.

8. Termination or Cancellation of Lease: Termination or cancellation of this Lease, in whole or in part, may be initiated by the CRA at any time if it is in the best interest of the CRA. A notice of termination shall be delivered to CONTRACTOR specifying the extent to which performance of work under this Lease is terminated, and the date upon which such termination becomes effective.

9. Breach of Contract: If CONTRACTOR fails to provide the services within the specified terms of this Lease, or fails to perform within the provisions of this Lease, this Lease may be terminated by reason of default or breach. A written notice of default or breach of the Lease shall be presented to CONTRACTOR within three (3) working days of such failure, or discovery thereof, advising CONTRACTOR that this Lease may be terminated within thirty (30) days.

If it is determined that CONTRACTOR had an excusable reason for not providing service, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, the CRA may allow CONTRACTOR to continue the service, or treat the termination as a termination for convenience.

The CRA may allow CONTRACTOR a specified period of time in which to correct the deficiency; the notice of termination will state the time period in which the correction is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to the CRA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Lease within the specified time period, the CRA shall have the right to terminate this Lease without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude the CRA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

10. Performance During Dispute: Unless otherwise directed by the CRA, CONTRACTOR shall continue performance under this Lease while matters in dispute are being resolved.

11. Claims for Damages: Any claim resulting from injury or damage to person or property because of any act or omission of CONTRACTOR or of any of his employees, agents or others for whose acts CONTRACTOR is legally liable, should be made in

writing to CONTRACTOR. CONTRACTOR is responsible for settlement of all such claims.

12. Remedies: Unless this Lease provides otherwise, all claims, counterclaims, disputes and other matters in question between the CRA and CONTRACTOR arising out of or relating to this Lease or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Broward County, Florida.

13. Rights and Remedies: The duties and obligations imposed by this Lease and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CRA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Warranty: NO WARRANTY, GUARANTY OR REPRESENTATION, WRITTEN OR ORAL, EXPRESS OR IMPLIED is made with respect to the vehicle(s) by the CRA. To the extent that there is any applicable standard warranty of the manufacturer, the same will be made available to CONTRACTOR.

15. Assignment: Neither this Lease nor CONTRACTOR's rights hereunder shall be assignable by CONTRACTOR without thirty (30) days advance written notice to the CRA and the CRA's prior written consent, which shall not be unreasonably withheld. Upon any permitted assignment of the Lease by CONTRACTOR, the assignee shall become bound by all terms of the Lease required to be performed by CONTRACTOR.

The Lease and all of CRA's rights hereunder, including its right, title and interest in and to the vehicle(s) and the rents due hereunder may be assigned by the CRA at any time upon written notice to CONTRACTOR. In the event of such assignment by the CRA, the assignee's rights shall not be subject to any prior claims by CONTRACTOR against the CRA. Upon receiving written notice of any such assignment, CONTRACTOR shall thereafter make all rental payments as may be directed in such notice.

16. Entire Agreement: This Lease constitutes the entire agreement between the CRA and the CONTRACTOR relating to the leased vehicle(s).

17. Notices: All notices or other documents sent in connection with the Lease shall be in writing and delivered by certified mail, postage prepaid addressed to the parties as follows:

If to CONTRACTOR:

Darreck Hughes, Vice President of Operations
Block by Block
640 South 4th Street, Suite 110
Louisville, KY 40202

If to the CRA:

Jorge Camejo, Executive Director
Community Redevelopment Agency
330 North Federal Highway
Hollywood, FL 33020

With a copy to:

Jeffrey P. Sheffel, CRA General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, FL 33020

18. Indemnification: CONTRACTOR agrees to indemnify and hold harmless the CRA, its officials, employees, and agents from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with the performance or non-performance under this Lease to the extent caused by a negligent act or omission or the intentionally tortuous conduct of CONTRACTOR or its employees, agents or subcontractors or any claim for negligence, failure to supervise, failure in the standard of care, failure to comply with any applicable or related or allied claims or actions, even if it is alleged that the CRA, its officials and/or employees were negligent or willful acts or omissions on the part of the CRA, its officials and/or employees. CONTRACTOR expressly agrees to indemnify and hold harmless the CRA from and against all liabilities which may be asserted by an employee of former employee of CONTRACTOR, or any of its subcontractors, as provided above, for which CONTRACTOR's liability to such employee, former employee or subcontractor would otherwise be limited to payments under the State's Workers' Compensation or similar laws. Additionally, CONTRACTOR covenants not to sue the CRA, its officials, or employees in any action arising out of this Indemnification and Hold Harmless. Nothing herein shall be construed to affect in any way the CRA's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Florida Statutes 768.28.

19. Non-waiver: No delay or failure by either party to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided.

20. Headings: The headings used in this Lease are for convenience and reference only and shall not be deemed to govern the scope, intent or interpretation of the provisions of this Lease.

21. Applicable Law: This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

22. Counterparts: This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

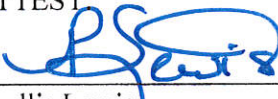
(VEHICLE LEASE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD,
FLORIDA COMMUNITY REDEVELOPMENT AGENCY AND MYDATT
SERVICES, INC. d/b/a BLOCK BY BLOCK)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the
date and year first written above.

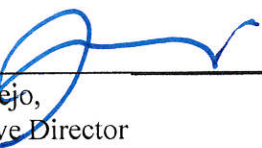
CRA

Hollywood, Florida Community
Redevelopment Agency

ATTEST:

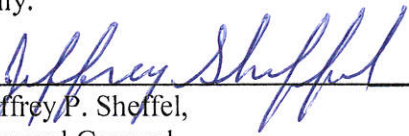


Phyllis Lewis
Board Secretary

Approved by: 

Jorge A. Camejo,
CRA Executive Director

Approved as to form & legality for the
use and reliance of the Hollywood,
Florida Community Redevelopment Agency,
only.

 *am*

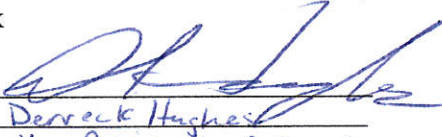
Jeffrey P. Sheffield,
General Counsel

CONTRACTOR

Mydatt Services, Inc. d/b/a Block By
Block

ATTEST:

Secretary if applicable

By: 

Derreck Hughes
Title: Vice President of Operations

VEHICLE LEASE AGREEMENT

EXHIBIT "A"

Vehicle 1

1994 Ford F-150 Pickup truck

Serial #1FTEF15N9RNB17168

Tag #104524

Vehicle #5611

Asset #92350