

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2019, between the HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, ("CRA") and MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK ("BBB").

WHEREAS, on January 29, 2019 the Hollywood, Florida Community Redevelopment Agency entered into an Agreement with Mydatt Services, Inc. d/b/a Block By Block, for a Clean and Safe Ambassador Program (the "Agreement"); and

WHEREAS, execution of the Agreement was authorized via Resolution CRA-2018-53; and

WHEREAS, the CRA and BBB 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 BBB 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 BBB 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 BBB's employees and passengers. BBB shall adhere to all drivers' license requirements set forth by the State and Federal governments. BBB shall utilize the CRA's vehicles in accordance with the standard operating procedures. BBB 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 date of issuance of the Blanket Purchase Order and continue for a three year term. This Agreement may be renewed for two additional two year periods.

In the event that BBB fails to comply with any term or condition of the Lease or fails to perform any of the obligations hereunder, then BBB shall be 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 BBB, terminate this Lease. BBB understands and agrees that termination of this Lease does not release BBB from any obligation accruing prior to the effective date of termination. If BBB is unable or unwilling to commence performance under this Lease, BBB 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 BBB at least thirty (30) days prior to the effective date of such termination. In no event shall the CRA be liable to BBB 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, BBB shall be obligated to pay any amounts outstanding through the termination date.

3. Consideration: In consideration for leasing the vehicle(s), BBB agrees to pay the CRA Ten Dollars (\$10.00) for the term of the Lease. BBB further agrees to hold the CRA harmless for any damages arising out of the use, maintenance, or operations of the vehicle(s) leased by BBB or any third party for any purpose whatsoever.

4. Routine Maintenance and Operation Expenses: CRA will reimburse BBB for maintaining the CRA's vehicle(s) at a high level of cleanliness, safety, and mechanical soundness including all charges for gasoline, oil, parts, and services used or supplied for the vehicle during the term of this Lease. CRA will reimburse or fund any services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicle(s). BBB shall follow a Preventive Maintenance Program/Schedule that, at a minimum, meets manufacturer guidelines and recommendations for maintaining vehicles. BBB 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 and funded by the CRA.

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

BBB 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: BBB, 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. BBB 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 BBB 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.

BBB 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 BBB'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: BBB assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment. BBB 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, BBB shall return the vehicle(s) to the CRA in the same condition in which it was received by the BBB, 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 BBB 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 BBB 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 BBB within three (3) working days of such failure, or

discovery thereof, advising BBB that this Lease may be terminated within thirty (30) days.

If it is determined that BBB 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 BBB, the CRA may allow BBB to continue the service, or treat the termination as a termination for convenience.

The CRA may allow BBB 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 BBB 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 BBB. Any such termination for default shall not in any way operate to preclude the CRA from also pursuing all available remedies against BBB and its sureties for said breach or default.

10. Performance During Dispute: Unless otherwise directed by the CRA, BBB 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 BBB or of any of his employees, agents or others for whose acts BBB is legally liable, should be made in writing to BBB. BBB 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 BBB 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 BBB 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 BBB.

15. Assignment: Neither this Lease nor BBB's rights hereunder shall be assignable by BBB 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 BBB, the assignee shall become bound by all terms of the Lease required to be performed by BBB.

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 BBB. In the event of such assignment by the CRA, the assignee's rights shall not be subject to any prior claims by BBB against the CRA. Upon receiving written notice of any such assignment, BBB 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 BBB 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 BBB: Blair McBride, President
Mydatt Services, Inc. d/ba/ Block By Block
640 S. 4th Street
Louisville, Kentucky 40202

If to the CRA: Jorge Camejo, Executive Director
Hollywood, Florida CRA
1948 Harrison Street
Hollywood, FL 33020

With a copy to: Douglas R. Gonzales, General Counsel
Hollywood, Florida CRA
2600 Hollywood Boulevard
Suite 407
Hollywood, FL 33020

18. Indemnification: BBB 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 BBB 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. BBB 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 BBB, or any of its subcontractors, as provided above, for which BBB'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, BBB 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.

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

CRA

ATTEST:

HOLLYWOOD, FLORIDA
COMMUNITY REDEVELOPMENT
AGENCY

PHYLLIS LEWIS
BOARD SECRETARY

Approved by: _____
JORGE A. CAMEJO
EXECUTIVE DIRECTOR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency, only.

DOUGLAS R. GONZALES
GENERAL COUNSEL

BBB

ATTEST:

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

Secretary if applicable

By: _____
Blair McBride
Title: President

VEHICLE LEASE AGREEMENT

EXHIBIT "A"

(Collectively referred to as the Vehicles)

Vehicle 1

2016 Chevrolet Silverado 4x4 Pickup Truck

Serial #1GC0KUEG7GZ352893

Tag # XE8415

Vehicle #CRA

Asset #94749

Vehicle 2

2015 Chevrolet Silverado 2500 4x4 Pickup Truck

Serial #1GCOKUEG\$FZ129709

Tag #XD8743

Vehicle #CRA

Asset # 94594