

**RESOLUTION NO. CRA 23-17-981**

**A resolution authorizing the SMCRA to enter into a two-year office lease agreement with the South Florida Workforce Investment Board dba Career Source South Florida for lease of Office Units 3A, 3B and 3C in the Marshall Williamson business and community service facility.**

**WHEREAS**, the adopted redevelopment directs the Agency to provide economic development and community service opportunities in the SMCRA area; and

**WHEREAS**, to achieve these objectives, the SMCRA established the start-up business and community service leasing programs; and

**WHEREAS**, the Agency initially entered into a one-year lease agreement with Career Source South Florida on February 14, 2012; and

**WHEREAS**, Career Source South Florida provides job training and employment referral services for South Miami CRA residents; and

**WHEREAS**, Career Source South Florida currently pays the highest annual rent in the facility of \$6,112; and

**WHEREAS**, based on Board initiated rental rate increase, Career Source South Florida shall now be required to pay \$12,224 per year; and

**WHEREAS**, as a requirement of the program, Career Source South Florida has submitted an annual job training and employment referral report; and

**WHEREAS**, the Board desires to facilitate goals and objectives of the redevelopment plan including providing meaningful community service opportunities and facilitating employment training objectives in the SMCRA area.

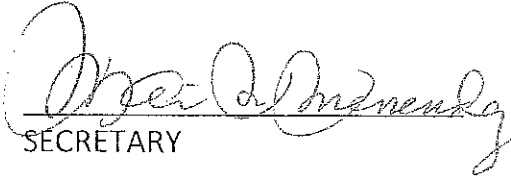
**NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:**

**Section 1.** The South Miami Community Redevelopment Agency Board authorizes the Agency to enter into a lease agreement commencing on the 15<sup>th</sup> day of February, 2017 and terminating at the close of business on 10<sup>th</sup> day of July, 2018 with Career Source South Florida for the lease of Building Suite 3 in the Marshall Williamson business and community service building.

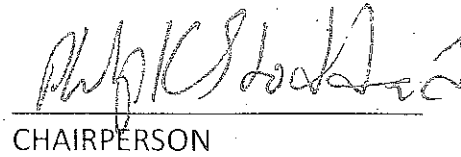
**Section 2.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12<sup>th</sup> day of April, 2017.

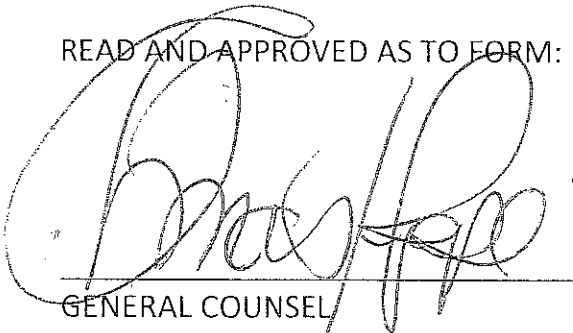
ATTEST:

  
SECRETARY

APPROVED:

  
CHAIRPERSON

READ AND APPROVED AS TO FORM:

  
GENERAL COUNSEL

Board Vote: 4-2  
Chair Stoddard: Yea  
Vice Chair Welsh: Nay  
Member Harris: Yea  
Member Liebman: Nay  
Member Edmond: Yea  
Member Jackson: Yea  
Member Kelly: Yea

RESOLUTION NO. CRA 27-17-985

A resolution authorizing an amendment to an approved office lease agreement with Career Source South Florida to include revised rent payment schedule in accordance with fiscal year commencing on July 1, 2017.

WHEREAS, the adopted redevelopment plan directs the Agency to provide economic development and community service opportunities in the SMCRA area; and

WHEREAS, during the April 10, 2016 meeting, the Board approved an office lease agreement with Career Source South Florida for lease term ending July 10, 2018 including an annual rental rate increase from \$6,112 to \$12,224 per year; and

WHEREAS, due to the fact that the fiscal year for Career Source South Florida begins on July 1, 2017, Career Source representatives requested a specific payment schedule to address the July 1<sup>st</sup> fiscal year commencement date; and

WHEREAS, a payment schedule was subsequently developed to permit rent reconciliation during the months of July 2017 through October 2017; and

WHEREAS, the SMCRA desires to facilitate the goals and objectives of the adopted redevelopment plan by providing community service partnerships and opportunities for community redevelopment area residents; and

**NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:**

Section 1. The South Miami Community Redevelopment Agency Board authorizes an amendment to an SMCRA lease agreement with Career Source South Florida previously approved by the Board on April 10, 2017 to include the following rent payment schedule:

1. Rent Due on February 1, 2017.....	\$509.33
2. Rent Due on March 1, 2017.....	\$509.33
3. Rent Due on April 1, 2017.....	\$509.33
4. Rent Due on May 1, 2017.....	\$509.33
5. Rent Due on June 1, 2017.....	\$509.33
6. Rent Due on July 1, 2017.....	\$1,527.99
7. Rent Due on August 1, 2017.....	\$1,527.99
8. Rent Due on September 1, 2017.....	\$1,527.99
9. Rent Due on October 1, 2017.....	\$1,527.99
10. Rent Due on November 1, 2017.....	\$1,527.99
11. Rent Due on December 1, 2017.....	\$1,018.66
12. Rent Due on January 1, 2018.....	\$1,018.66

Rent Total (One Year) .....\$12,223.92

- 13. Rent Due on February 1, 2018.....\$1,018.66
- 14. Rent Due on March 1, 2018.....\$1,018.66
- 15. Rent Due on April 1, 2018.....\$1,018.66
- 16. Rent Due on May 1, 2018.....\$1,018.66
- 17. Rent Due on June 1, 2018.....\$1,018.66

Rent Total (Term of Lease).....\$17,317.22

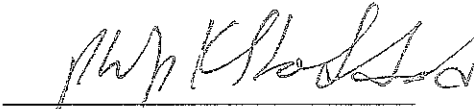
Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8<sup>th</sup> day of May, 2017.

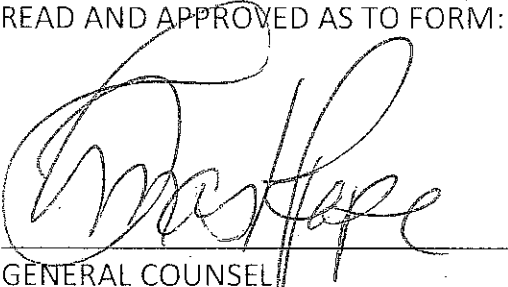
ATTEST:

  
 \_\_\_\_\_  
 SECRETARY

APPROVED:

  
 \_\_\_\_\_  
 CHAIRPERSON

READ AND APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 GENERAL COUNSEL

Board Vote:	6-0
Chair Stoddard:	Yea
Vice Chair Welsh:	Yea
Member Harris:	Yea
Member Liebman:	absent
Member Edmond:	Yea
Member Jackson:	Yea
Member Kelly:	Yea



**MARSHALL WILLIAMSON BUILDING OFFICE LEASE AGREEMENT  
(Not-For-Profit Tenant)**

THIS LEASE ("Lease") made as of this 15<sup>th</sup> day of February, 2017, by and between the **Marshall Williamson Building Condominium Owners' Association, Inc.** ("Landlord") and **South Florida Workforce Investment Board d.b.a. Career Source South Florida,** ("Tenant").

In consideration of the rents, covenants and agreements set forth below, the parties agree as follows:

**ARTICLE 1  
INFORMATION PROVISIONS**

**Section 1.1.** Landlord: Marshall Williamson Building Condominium Owners' Association, Inc.

**Section 1.2.** Address of Landlord: 5825 SW 68th Street, Suite 4, Office 400, South Miami, FL 33143

**Section 1.3.** Tenant: **South Florida Workforce Investment Board d.b.a. the Career Source South Florida.**

**Section 1.4.** Premises: Units **3A, 3B and 3C** which is **1,528** square feet in area and located at 5825 SW 68<sup>th</sup> St., South Miami, FL 33143

**Section 1.5.** Address of Tenant: 7300 Corporate Center Drive, Suite 500, Miami, Florida, 33126-1234.

**Section 1.6.** Lease Term: One (1) year and five (5) months. The term of the Agreement shall commence upon **15<sup>th</sup> day of February, 2017** and terminate at the close of business on **10<sup>th</sup> day of July, 2018** or on such earlier date upon which this Agreement may be terminated pursuant to the provisions hereof.

**Section 1.7.** Lease Commencement date: **February 15, 2017**

**Section 1.8.** Permitted Use of the Premises: **Low Intensity Office.**

**Section 1.9. Tenant Payments:** Minimum Rent, Additional Rent plus sales tax.

**Section 1.10. Rent:** \$8.00 per square foot which equals \$12,223.92 per year and \$1,018.66 per month.

**Whereas, in consideration of tenant's fiscal year commencing on July 1, 2017, monthly rent payments shall be required in accordance with the below payment schedule:**

1. <u>Rent Due on February 1, 2017</u> .....	\$509.33
2. <u>Rent Due on March 1, 2017</u> .....	\$509.33
3. <u>Rent Due on April 1, 2017</u> .....	\$509.33
4. <u>Rent Due on May 1, 2017</u> .....	\$509.33
5. <u>Rent Due on June 1, 2017</u> .....	\$509.33
6. <u>Rent Due on July 1, 2017</u> .....	\$1,527.99
7. <u>Rent Due on August 1, 2017</u> .....	\$1,527.99
8. <u>Rent Due on September 1, 2017</u> .....	\$1,527.99
9. <u>Rent Due on October 1, 2017</u> .....	\$1,527.99
10. <u>Rent Due on November 1, 2017</u> .....	\$1,527.99
11. <u>Rent Due on December 1, 2017</u> .....	\$1,018.66
12. <u>Rent Due on January 1, 2018</u> .....	\$1,018.66

**Total Rent for One Year.....**12,223.92

13. <u>Rent Due on February 1, 2018</u> .....	\$1,018.66
14. <u>Rent Due on March 1, 2018</u> .....	\$1,018.66
15. <u>Rent Due on April 1, 2018</u> .....	\$1,018.66
16. <u>Rent Due on May 1, 2018</u> .....	\$1,018.66
17. <u>Rent Due on June 1, 2018</u> .....	\$1,018.66

**Section 1.11. Additional Rent:** Common Expense Contribution will include contribution toward electric service and water service on the proportion that the leased of the Premises bears to the Leasable area of the Marshall Williamson Building, which is estimated to be \$18.66 per month. The exact proportion shall be determined upon measurement of the Premises and the building by Landlord.

**Section 1.12. Security Deposit:** The equivalent of one month's rent.

**Section 1.13. Other Terms:** Tenant accepts the Premises in "as is" condition.

**Section 1.14. Abandon:** As used in this Lease, the word "abandon" shall mean that no employee, manager, officer or director of the Tenant has occupied the premises for 10 consecutive business days without written consent of the Landlord's director ("Director") which shall not be unreasonably withheld. The occupancy by someone other than the Tenant's employees, managers, officers or directors shall not be considered occupancy by the Tenant. The word "occupy" "occupied" or "occupancy" shall mean the physical presence of one of

Tenant's employees, managers, officers or directors within the premises for more than four hours in any given day and which must be verified in writing by the Director. In the event that the Director, in his sole and absolute discretion, gives the Tenant written notice of intent to declare an Event of Default on the grounds of abandonment because the Director has the reasonable belief that the Tenant has abandoned the premises, the Tenant shall be obligated to contact the Director, in person, at the beginning and at the end of each day for 10 business days following receipt of the notice. The Director shall give the Tenant written acknowledgement, each day, of such contact. Failure of the Tenant to obtain written confirmation of such contact shall be considered an Event of Default for abandonment.

## **ARTICLE 2**

### **PREMISES AND TERM**

**Section 2.1. Premises.** In consideration of the rents, covenants and agreements to be performed by Tenant, Landlord does hereby lease to Tenant and Tenant hereby takes from Landlord the space within the Marshall Williamson Building shown as outlined on the Floor Plan attached hereto as Exhibit A and described in Section 1.4 (the "Premises"), which Landlord and Tenant agree is and shall be conclusively presumed for purposes of calculating rent and any other matter of this Lease to contain the square footage area set forth in Section 1.4.

**Section 2.2 Condition of the Building.** Tenant hereby agrees that it has examined the Space and is satisfied with the condition thereof, and is not relying upon any information, warranty or other statement by the Landlord not specifically set forth herein with respect thereto, and accepts the Space "AS IS" for all purposes.

**Section 2.3 Termination.** Tenant and Landlord agree that any party to this lease may terminate this Lease at any time upon at least ninety (90) days prior written notice to the other parties.

## **ARTICLE 3**

### **RENT**

**Section 3.1. Rent.** During the term of the Lease, Tenant covenants to pay to Landlord at the office of Landlord, or at such other place as Landlord may designate in writing, Rent on or before the first (1st) of each month in advance, without prior demand therefore, without notice, deduction or setoff of any kind, for the Premises as follows:

"Rent" shall mean that certain rent payable by Tenant in accordance with Section 1.10 hereof. The first month's rent shall be due upon execution of this Lease; subsequent rental payments shall be due on the first day of each calendar month following the Commencement Date. Should the term of this Lease and Tenant's obligation to pay rent commence on a day other than the first of the month, for the purposes of the preceding Section only, the term of this Lease shall commence on the first day of the following month.

**Section 3.2. Additional Rent.** Any and all other sums of money or charges required to be paid by Tenant pursuant to the provisions of any Section of this Lease, whether or not the same be so designated, shall be considered as "Additional Rent." Additional Rent shall be paid quarterly.

**Section 3.3. Past Due Minimum Rent and Additional Rent.** If Tenant shall fail to pay when due Rent or other charges designated as Additional Rent in Section 1.11, Tenant shall be in default and such unpaid amounts shall bear interest from the due date thereof to the date of payment at the highest non-usurious rate permitted by applicable law. In addition, if any payment made by Tenant in the form of a check is dishonored by the bank upon which it is written for any reason, then a charge of Twenty Five Dollars (\$25.00) for each dishonored check will be charged to Tenant. Further, if checks from Tenant are dishonored on any two separate occasions, Landlord shall have the right to demand that all future payments required pursuant to this Lease be made in cash or by certified funds.

## **ARTICLE 4** **USE OF PREMISES**

**Section 4.1. Use.** During the entire term of this Lease, Tenant shall use the Premises solely for the purpose of conducting business as an office use in accordance with Section 1.8 hereof. Specifically, Tenant shall have the right to occupy and use the Space as an administrative office and counseling facility and for no other purpose.

**Section 4.2. Compliance with Laws and Regulations.** Tenant shall, at Tenant's sole cost and expense, comply with all laws, statutes, ordinances, rules and regulations (including orders concerning environmental protection) of all federal, state, county, municipal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises (collectively the "Regulations"), and shall observe all. Tenant shall indemnify, defend and save Landlord harmless against any and all claims, penalties, fines, costs, expenses or damages, including reasonable attorneys' fees which Landlord may hereafter be liable for, suffer, incur, or pay arising out of any act, activity or violation of any applicable laws, false or breached warranty and representation on the part of Tenant, its agents, employees or assigns, resulting from Tenant's failure to observe, keep and perform the Regulations and obligations in this Section including those arising out of any handling, storage, treatment, transportation, disposal, release or threat of release of hazardous waste or hazardous substances from or on the Premises.

**Section 4.3. Affirmative Covenants of Tenant Relative to Use of the Premises.**

**4.3.1. Tenant** covenants to comply with the following:

**4.3.1.1. No** auction, fire, bankruptcy, going-out-of-business, relocation, or other distress sales may be conducted in the Premises without the prior written consent of Landlord, which consent may be unreasonably withheld.

**4.3.1.1.2. Tenant** will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises. Tenant will not permit or suffer any conduct, noise or nuisance on or about the Premises which may annoy or disturb any persons occupying adjacent premises. This covenant shall restrict Tenant from utilization of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, search lights, loudspeakers, phonographs, radios or televisions. No radio, television or other communication antenna



equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Premises.

**4.3.1.1.3.** Tenant will keep the Premises free from all insects, rodents, vermin and other pests, litter, dirt and obstructions.

**4.3.1.1.4.** Neither Tenant nor Tenant's agents or employees shall not do any of the following, in or on any part of the Common Area, except with approval of Landlord;

**4.3.1.1.4.1.** Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;

**4.3.1.1.4.2.** Exhibit any sign, placard, banner, notice or other written material, except as approved in writing by Landlord;

**4.3.1.1.4.3.** Distribute any circular, booklet, handbill, placard or other advertising material;

**4.3.1.1.4.4.** Solicit membership in any organization, group or association or contribution for any purpose;

**4.3.1.1.4.5.** Create a nuisance, nor take any action in the exclusive judgment of Landlord that would constitute a nuisance or would disturb or endanger other tenants, or unreasonably interfere with their use of their respective premises. Tenant agrees (a) not to create or permit any nuisance in or about the Building, (b) to comply with all state and local laws, regulations and ordinances so far as Tenant's use of the Space may be concerned, and (c) to save Landlord harmless from all damages, fines, penalties and costs for violation of or non-compliance by Tenant or Tenant's servants, employees, agents, customers, invitees, licensees, or visitors with the provisions of this Section 4;

**4.3.1.1.4.6.** Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;

**4.3.1.1.4.7.** Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Building.

**4.3.1.1.5.** All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside the Premises within said containers prepared for collection in such manner and at such times and places specified by Landlord.

**4.3.2.** Landlord reserves the right from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

**4.3.3.** Tenant agrees to comply with all additional, amended and supplemental rules and regulations upon notice of same from Landlord.

4.3.4. Landlord discloses and Tenant acknowledges the presence of a Florida Power & Light Electrical Sub-Station located approximately 100 feet to the East of the leased office space at 5797 SW 68<sup>th</sup> Street, South Miami, Florida, and Tenant agrees to waive claims of liability against the landlord for any damages associated with any potential negative effects of this adjacent Florida Power & Light property use.

## **ARTICLE 5** **COMMON AREAS**

**Section 5.1. Control.** Landlord shall have the exclusive control and management of all Common Areas within the Building, including parking areas/structures, access roads, driveways, delivery areas, service corridors, pedestrian sidewalks, courts and ramps, landscaped areas, retaining walls, stairways, lighting facilities and other areas and improvements provided by Landlord for the general use in common of tenants and their customers. Landlord shall have the full right and authority to employ all personnel and from time to time to establish, modify and enforce reasonable rules and regulations with respect to the operation and maintenance of all Common Areas.

Landlord shall have the right from time to time to: change the sizes, locations, shapes and arrangements of parking areas and other Common Areas; restrict parking by employees to designated areas; construct, surface, subsurface or elevated parking areas and facilities; establish and from time to time change the level or grade of parking surfaces; enforce parking charges (by meters or otherwise) with appropriate provisions for ticket validating; organize and operate promotions, entertainment or any other activity in the Common Areas; and do and perform such other acts in and to said areas and improvements as Landlord, in its sole discretion, reasonably applied, deems advisable for the use thereof by tenants and their customers. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, alterations, additions or construction.

**Section 5.2. Use of Common Areas.** Tenant and its business invitees, employees and customers shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Areas subject to such reasonable regulations as Landlord may from time to time impose and the rights of Landlord set forth above. Tenant shall abide by all rules and regulations and cause its vendors, officers, employees, agents, customers and invitees to abide thereby. Landlord may at any time close temporarily any Common Areas to make repairs or changes, prevent the acquisition of public rights therein, discourage non-customer parking, or for other reasonable purposes and such action shall not entitle Tenant to any compensation or diminution or abatement of Rent or any Additional Rent hereunder, nor shall such diminution of such area be deemed constructive or actual eviction. Tenant shall furnish Landlord license numbers and descriptions of cars used by Tenant, its officers and employees. Tenant shall not interfere with Landlord's or other tenants' rights to use any part of the Common Areas.

## **ARTICLE 6** **INSURANCE**

**Section 6.1. Insurance Coverage by Tenant.** Tenant agrees to comply with the standard insurance requirements as set forth in **Exhibit B** which is attached hereto and made a part hereof by reference. Tenant further agrees to carry insurance against fire, flood and such other risks as are, from time to time, included in standard extended coverage insurance, including insurance against sprinkler damage, vandalism and malicious mischief. If any insurance required of Tenant under this Lease is furnished, with the written consent of the Landlord, by Tenant under a blanket policy carried by Tenant, such blanket policy shall contain an endorsement that (i) names Landlord as an additional insured; (ii) references the Premises; and (iii) guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. In the event Tenant fails to procure, maintain and/or pay for the insurance required by this Lease, at the times and for the durations specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice to Tenant, to procure such insurance and/or pay for the premiums for such insurance in which event Tenant shall repay Landlord immediately upon demand by Landlord as Additional Rent hereunder, all sums so paid by Landlord together with the interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of the Landlord under this Lease. However, nothing contained herein shall require the Landlord to purchase such insurance.

**Section 6.2. Tenant's Contractor's Insurance.** Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord the same coverage as required of the Tenant.

## **ARTICLE 7**

### **MAINTENANCE AND REPAIRS**

#### **Section 7.1. By Tenant.**

**7.1.1.** Tenant agrees that from and after the date that possession of the Premises is delivered to Tenant and until the end of the term, Tenant will be responsible for all repairs and maintenance to the Premises.

**7.1.2. Repair, Maintenance and Cleaning.** Tenant shall, at their sole cost and expense, and without any cost to Landlord, keep the Space in good order, condition and repair at all times during the term of this Agreement. If Tenant refuses or neglects to make or perform such repairs or maintenance in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice (except in situations deemed to be emergency situations by Landlord) of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and Tenant shall pay Landlord's cost of such work promptly upon receipt of a bill thereof.

**7.1.3. Access to Space.** Landlord and Landlord's agents shall have the right, but not the obligation, to enter and pass through the Space during Tenant's hours of operation upon twenty-four (24) hours prior notice to Tenant, and at such other times as such entry shall be required by circumstances of emergency affecting the Space or the Building, for the purpose of performing such maintenance and making such repairs or changes in or to the Space as may be provided for or permitted by this Agreement or as may be mutually agreed upon by

the parties. Any such access to the Space or any portion thereof, by the Landlord or its agents, other than access required by circumstances of emergency, shall be coordinated with Tenant and shall be done in such a manner so as to minimize the disruption to Tenant's use of the Space.

**7.1.4.** Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitute a portion.

**Section 7.2. Signs.** Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in the window display area of the Premises without first obtaining Landlord's written approval and consent, which may be arbitrarily withheld.

## **ARTICLE 8**

### **ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP**

**Section 8.1. Consent Required.** Tenant shall not sell, transfer, assign, sublet, enter into license or concession agreements, change ownership, pledge, mortgage or hypothecate this Lease or Tenant's interest in and to the Premises (hereafter "Disposition") without the prior written consent of Landlord which may be arbitrarily withheld. Any Disposition without Landlord's written consent shall be void and confer no rights upon any third person. No interest in this Lease shall pass to any trustee or receiver in bankruptcy, to any estate of Tenant, to any assignee of Tenant for the benefit of creditors or to any other party by operation of law or otherwise without Landlord's written consent.

## **ARTICLE 9**

### **ALTERATIONS**

**Section 9.1. Alterations by Tenant.** Tenant will not make any alterations, renovations, improvements or other installations in or to any part of the Premises (including, without limitation, any alterations of the storefront, signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus or equipment of any kind to any part of the Premises), unless and until Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities, without interference with or disruption to the operations of tenants or other occupants of the Building. All such work shall comply with all applicable codes, rules, regulations and ordinances.

## **ARTICLE 10**

### **DEFAULT**

**Section 10.1. Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" and breach of this Lease by Tenant, as applicable:

**10.1.1.** Tenant vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Premises for the purposes herein expressed, before the expiration of said term, and without the written consent of Landlord or its director; or

**10.1.2.** If Tenant fails to pay any Rent or any other Additional Rent or other charge required to be paid by Tenant under this Lease; or

**10.1.3.** If Tenant fails to promptly and fully perform any other covenant, condition, rule, regulation or agreement contained in this Lease or perform within the time periods set forth in this Lease and such failure (“default”) continues for fifteen (15) days after receiving written notice of the default; or

**10.1.4.** If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force, is not relinquished, stayed or terminated for a period of forty-five (45) days or if Tenant is adjudged a bankrupt; or

**10.1.5.** In the event Tenant, before the expiration of said term, and without the written consent of Landlord, uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Premises for the purposes herein expressed.

## **Section 10.2. Landlord's Remedies.**

**10.2.1.** No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing. The failure of Landlord to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not be construed as a waiver or relinquishment thereof for the future. Receipt by Landlord of any sum payable hereunder with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

**10.2.2.** If any Event of Default occurs, then, in addition to any other rights or remedies Landlord may have available at law or in equity, Landlord shall have the right, at Landlord's option, without further notice or demand, **(a)** to terminate the term of this Lease as to the party in default by giving the defaulting party not less than five (5) days written notice of Landlord's election to terminate this lease and the Term created hereby, and **(b)** whether or not Landlord shall have terminated the term of this Agreement, and without demand or notice whatever, the Landlord shall have the right to re-enter and take possession of the Space, removing all persons and property therefrom either by summary process proceedings or by other action, without being liable for any damages therefrom. If Landlord elects to re-enter and take possession of the Space, and whether or not Landlord shall have terminated the term of this Agreement pursuant hereto, Tenant shall pay to Landlord reasonable attorneys'

fees, incurred in recovering possession of the Space. In any event, Landlord shall have the right to bring an action for damages to recover all Rent and any Additional Rent due and payable plus any other sum of money and damages owed by Tenant to Landlord which may accrue through judgment.

**10.2.3. Unperformed Covenants.** If Tenant shall default in the performance of any of Tenant's obligations hereunder, Landlord, without thereby waiving such default, may, at its option after five (5) days' notice to defaulting party of Landlord's intent to perform such work, perform the same for the account of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money, including reasonable attorneys' fees, such sums paid or obligations incurred shall be payable by Tenant to Landlord on demand; however, the making of such payment or the taking of such action by Landlord shall not be deemed to cure any such default by Tenant or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

## **ARTICLE 11**

### **SECURITY DEPOSIT**

**Section 11.1. Amount of Deposit.** Upon the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount set forth in Section 1.12 hereof ("Security Deposit"), (ii) the first month's Rent. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. In the event that Tenant is in Default hereunder or in the event that Tenant owes any amounts to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit or any portion thereof shall not prevent Landlord from exercising any other right or remedy provided hereunder or under any Law and shall not be construed as liquidated damages. In the event the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after written notice, an amount sufficient to restore the full amount of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit. Any remaining portion of the Security Deposit shall be returned to Tenant, as applicable, within thirty (30) days after Tenant, as applicable, has vacated the Premises in accordance with this Lease or as required by applicable law.

## **ARTICLE 12**

### **LIABILITY AND INDEMNITY**

**Section 12.1. Limitations of Landlord's Liability; Indemnity.**

**12.1.1.** Landlord shall not be liable or in any way responsible to Tenant or any other person for any loss, injury or damage suffered by Tenant or others in respect of (a) property of Tenant or others stolen or damaged, (b) injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping liquid or gas, electricity, water, rain or leaks from any part of the Building or from any pipes, appliances or plumbing work therein, or from dampness, (c) damage caused by other tenants, occupants or persons in the Premises or other premises in the Building or the public, or caused by operations in the construction of any private or public work, (d) failure of any other tenant in the Building to operate its

business, (e) loss or damage, however caused, other than loss or damage directly caused by the fault of Landlord and which is not otherwise excluded by the provisions of this Section 12.1. All limitations of liability contained in Section 768.28, Fla. Stat., shall also apply to this lease.

**12.1.2.** Tenant has inspected the Premises, or has had an opportunity to do so, and agrees to accept the same "as is" "where is" without any agreements, representations, understandings or obligations on the part of Landlord whatsoever to perform any alterations, repairs or improvements.

**Section 12.2. Indemnity.**

**12.2.1.** The Landlord shall indemnify and hold harmless Tenant, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant, or their officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors other than for those matters excluded from liability in paragraph 12.1. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Landlord expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and their officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**12.2.2.** Terms of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

**12.2.3.** As to the Landlord, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Landlord shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments owed by the Landlord arising out of the same incident or occurrence, that exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Landlord or its officers, employees, servants, agents, partners, principals or subcontractors.

**12.2.4.** The Tenant shall indemnify and hold harmless the Landlord, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, penalty, fines, losses or damages, including attorneys' fees and costs of defense, and from all costs, liabilities, claims, charges, injuries, damages or expenses, including, without limitation, attorneys' or other professionals' fees and court costs ,which Landlord, their officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature, arising out of or in connection with any accident or other occurrence on or about the Premises or arising out of, relating to or resulting from the performance of this Agreement by the Tenant or the Tenant's

officers, employees, agents, servants, partners, principals subcontractors, customers, contractors, invitees, concessionaires or licensees in and about the Building, or due to, arising out of or in connection with Tenant's use or occupancy of the Premises or any breach by Tenant of any provision of this Lease.

**12.2.5.** The Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Owner/Landlord and their officers, employees, agents, servants, partners, principals or subcontractors, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and pay all cost and attorneys' fees incurred by Landlord in connection with such litigation, and any appeals thereof.

**12.2.6.** The Tenant expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by the Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner/Landlord and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**12.2.7.** Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

**12.2.7.1.** This indemnification of the Tenant, if the Tenant is a local, county or state governmental agency, shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments owed by the Tenant arising out of the same incident or occurrence, that exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or its officers, employees, servants, agents, partners, principals or subcontractors. Notwithstanding anything contained herein to the contrary, this limitation shall not apply to the Landlord's right to proceed against the Tenant for an amount up to the amount of any insurance coverage required by this Lease and the limitation set forth in Section 768.28 Florida Statutes shall not apply until and unless the required amount is paid in full to the Landlord.

**Section 12.3. Notice by Tenant.** Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the building of which the Premises are a part.

## **ARTICLE 13**

### **WASTE, ENVIRONMENTAL, GOVERNMENTAL REGULATIONS**

**Section 13.1. Waste or Nuisance.** Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building.

**Section 13.2. Environmental Provisions.** Tenant expressly warrants and represents to Landlord that Tenant will not use or employ the Premises to handle, transport, store, treat or dispose of any



hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises; and Tenant further expressly warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable laws.

## **ARTICLE 14** **MISCELLANEOUS**

**Section 14.1. First-Class Operation.** Tenant, recognizing that the Building is being developed and maintained by Landlord as a location for an outstanding type of business occupancy, and as a further inducement to Landlord to enter into this Lease, covenants and agrees that at all times the business to be conducted at, through and from the Premises and the kind and quality of services to be offered in the conduct thereof will be first-class in every respect; and the business methods employed in said business, as well as all other elements of advertising, will be dignified and in conformity with the highest standards of practice obtained among others conducting a similar business in the Miami area.

**Section 14.2. Entire Agreement.** It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the Premises or this Lease, except as expressly set forth in this Lease, and that no claim or liability or cause for termination shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease. This Lease supersedes all prior agreements, written or verbal, with respect to the Premises, including, without limitation, any letter of intent.

**Section 14.3. Interpretation.** The parties agree that it is their intention to create only the relationship of Landlord, Tenant, and no provision hereof or act of either party shall be construed as creating the relationship of principal and agent, or a partnership, joint venture or enterprise between the parties.

**Section 14.4. Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Lease must be in writing and shall be delivered or sent, with the copies indicated, by personal delivery if proof of delivery is obtained, electronic means such as facsimile transmission or e-mail or overnight delivery service. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent (hereinafter referred to as "Notice") shall be in writing, signed by the party giving or making it and shall be sent by facsimile transmission, e-mail, certified mail with proof of delivery, Federal Express or a reputable national courier of service, and any other means that provides for proof of delivery. The Notice shall be sent to the facsimile number, e-mail address, street address or post office box as set forth herein below (or at such other address as a party may specify by notice given pursuant to this Section) and hereinafter referred to as a "Party's Address" for the purposes of this paragraph. Refusal to accept delivery or failure to pick-up a Notice within ten (10) after the first notification by the delivery service is sent ("First Notification"), shall be construed as receipt of same. Any Notice given or sent to the estate of any deceased person shall be signed and sent in a like manner, addressed to the personal representative of the deceased person at the personal representative's address, or, if there is no personal representative of the estate, then it shall be sent to the decedent Party's Address. The parties shall have the right to change the place to which the Notice shall be sent by giving Notice as required for all other Notices and sent to all of

the parties to this Agreement. The date of delivery of the Notice as reflected in a return receipt card, date of sending an email or facsimile transmission, the date of postal serviced notice of refusal to accept delivery, or one (1) business day following receipt showing delivery by overnight mail or by courier service or the date of postal service notice that mail is being returned undeliverable, or the date following ten(10) days from the date of postal service's First Notification to the recipient, if the mail is unclaimed, shall be deemed to be the date of the offer, demand, notice or other writing for the purpose of enforcing this agreement and it shall be effective from that date. No notice shall be deemed adequate unless the party giving notice has produced written proof of delivery.

To Lessor: SMCRA Director  
5825 SW 68<sup>th</sup> Street  
Suite 4, Office 400  
South Miami, FL 33143-3611

With a copy to: General Counsel  
6130 Sunset Drive  
South Miami, FL 33143-5093

City Clerk  
6130 Sunset Drive  
South Miami, FL 33143-5093

To Lessee: South Florida Workforce Investment Board  
d.b.a. Career Source South Florida  
7300 Corporate Center Drive  
Miami, Florida 33126-1234

All notices shall be deemed given and received one business day after their delivery to the addresses for the respective party, with the copies indicated, as provided in this Section.

**Section 14.5. Governing Law.** This Lease shall be governed exclusively by the provisions hereof and by the laws of Florida. Venue shall be exclusively in Miami-Dade County, Florida.

**Section 14.6. Holding Over.** If Tenant holds over or occupies the Premises beyond the Lease term (it being agreed there shall be no such holding over or occupancy without Landlord's prior written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to both (a) twice the normal monthly Minimum Rent charged to other tenants, who pay the normal and customary rent for the Marshall Williamson Building, prorated for the number of days of such holding over, and (b) a pro rata portion of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect.

**Section 14.7. Corporate Tenant.** If Tenant is a corporation, the parties executing this Lease or any other documents related to this Lease on behalf of Tenant hereby covenant and warrant that Tenant, as applicable, is a duly qualified corporation in good standing and qualified to do

business in Florida; that the undersigned are authorized to execute this Lease on Tenant's behalf; that all franchise and corporate taxes have been paid to date; and that all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

**Section 14.8. Amendments or Modifications.**

**14.8.1.** This writing and all exhibits attached to this Lease, including the requirements contained in **Exhibit C and Exhibit D**, which is attached hereto and made a part hereof by reference, contains the entire agreement of the parties and supersedes any prior verbal or written representations. The parties acknowledge that no representations were made or relied upon by either party, other than those that are expressly set forth herein.

**14.8.2.** No amendment or modification of any terms or provisions of this Lease or of this paragraph in particular, or any consents or permissions of the Landlord required under this Lease, shall be valid or binding unless reduced to writing and executed by the lawful and authorized representative of the party against whom enforcement is sought. The execution of any amendment or modification to this Lease by the SM CRA Director shall not be authorized until after such action is approval by resolution of the Marshall Williamson Building Condominium Owners' Association, Inc.

**Section 14.9. Right of Entry.** Landlord and Landlord's agents shall have the right to enter the Premises at all times to examine the same, and to make such repairs, maintenance, servicing, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part. During one (1) month prior to the expiration of the term of this Lease, Landlord may exhibit the Premises to prospective Tenants. In the event that the Tenant vacates and/or abandons the premises, as defined in this Lease, the Landlord shall have the right to enter the premise, change the locks and remove all of the personal property of the Tenant. Landlord shall have the right, in any event, to constantly have keys to the Premises. Nothing herein contained, however, shall be deemed and construed to impose upon Landlord any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

**Section 14.10. No Discrimination.** Tenant will not discriminate in the conduct and operation of its business against any person or group of persons, including, but not limited to, because of the race, handicap, color, sex, sexual orientation, national origin or ancestry of such person or group of persons.

**Section 14.11. Waiver of a Jury Trial.** Landlord and Tenant hereby mutually waive any and all rights which they may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction. In any litigation between the parties to this lease each party will bear its own costs and legal fees.

**Section 14.12. Radon Gas.** Radon is 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 your county public health unit.

**Section 14.13.** Tenant shall be solely responsible for the payment of any satellite, cable television and telephone charges incurred in the operation of its business.

**Section 14.14. Tenant's Property.** All furniture, furnishings and other articles of personal property owned by Tenant and located in the Space (collectively, "**Tenant's Property**", respectively) may be removed by Tenant at any time during the term of this Agreement and shall be removed by Tenant upon the termination of this Agreement. The Landlord shall not be liable to Tenant or any other person for any loss or damage to Tenant's Property, or to any property of any other person, from any cause, including, without limitation, theft, vandalism, illegal entry, or by steam, gases or electricity, or by water or rain, whether the same may leak into, issue or flow from any part of the Building, or from the pipes or plumbing work of the Building, or from any other place, unless caused by the negligence or willful act of the Landlord or its servants, agents or employees.

**Section 14.15. Waiver.** There shall be no implied waiver due to any physical or verbal action or inaction on the part of the parties. The failure of either party to this Lease to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Lease shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. All waivers must be in writing signed by the parties and approved by resolution of the Marshall Williamson Building Condominium Owners' Association, Inc. Waiver by either party of any breach of any provision of this Lease shall not be considered as, or constitute, a waiver of any subsequent breach or a waiver of any other breach of any other provision of this Lease.

**Section 14.16. Caption/Headings.** The captions contained in this Lease are inserted only as a matter of convenience or reference and in no way define, limit, extend, or describe the scope of this Lease or the intent of any of its provisions.

**Section 14.17. Construction.** Throughout this agreement the male pronoun may be substituted for female and neuter, and *vice versa*, and the singular words may be substituted for plural and plural words substituted for singular wherever applicable. There shall be no presumption of construction against either party.

**Section 14.18. Captions, Sections and Gender.** All references contained in this Lease to "Section" shall be deemed to be references to Sections of this Lease and shall be deemed to also refer to all subsections of such Sections, if any, except to the extent that any such reference specifically refers to another document or the context otherwise requires a different interpretation. The captions contained in the Lease have been inserted for convenience only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Agreement. Whenever used, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders as the context of the section or subsection would require for a reasonable interpretation.

**Section 14.19. Severability.** If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, against public policy or otherwise unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

**Section 14.20. Survival of Provisions.** Any terms or conditions of this Lease that require acts beyond the date of the term of the Lease, shall survive termination of the Lease, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**Section 14.21. Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**Section 14.22. Acknowledgment.** Tenant acknowledges that he has carefully read and understands this Lease and agrees that the Lessor has not made any representations other than those contained herein.

**Section 14.23. Law to be Applied and Venue.** This agreement shall be subject to and shall be construed under the laws of the State of Florida and in the event that this agreement is enforced, it shall be enforced by a court of competent jurisdiction in Miami Dade County, Florida.

**Section 14.24. Right to Counsel.** Tenant acknowledges that he has the right to seek the advice of an attorney of his own choosing and that he is not relying on the advice of the Marshall Williamson Building Condominium Owners' Association, Inc.'s General Counsel.

**Section 14.25. Remedy for Default and Right to Cure Default.**

**14.25.1.** If a party to this Lease breaches any of the provision of the Lease, the other party shall have the duty, before seeking any remedy, to notify the defaulting party of the default. The defaulting party shall cure the default within a reasonable time but not to exceed 30 days. If the default is timely cured, the other party may not terminate the Lease or take action that is otherwise allowed. If the defaulting party immediately commences the action to cure the default and takes all available action and proceeds diligently and with all due haste and without delay and provides, after the 15<sup>th</sup> day of the maximum cure period, the other party with daily written reports of the defaulting party's action to cure, then the time to cure shall be extended for a reasonable amount of time necessary to complete the cure so long as the defaulting party continues in the same vein to diligently cure the default and so long as daily reports of action and progress are delivered to the other party as required. The failure to timely cure a default within a reasonable time after being given notice of the default shall be construed as a substantial breach of the Lease.

**14.25.2.** If a fifth (5th) breach occurs for the same or substantially similar default, the defaulting party shall be deemed to be in substantial breach of the provisions of the Lease and shall not have the right to cure such subsequent default unless authorized in writing by the other party. If the defaulting party has been given ten (10) notices of default of any nature, any subsequent default of any nature shall be considered to be a substantial breach of the provisions of the Lease and the defaulting party shall not have any right to cure any subsequent default unless the other party authorizes the cure in writing.

**14.25.3.** This provision, requiring notice and an opportunity to cure, shall not apply to

abandonment of the premises.

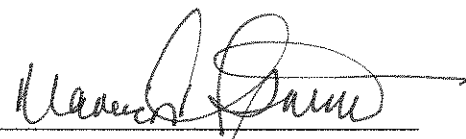
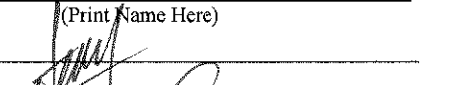
14.25.4. In the event of a substantial breach of the Lease by one party, the other party shall have the right to terminate his performance and sue for breach of lease or, at his option, he may continue to perform and sue for damages. In the event that the Tenant abandons the premises, the Landlord shall have the right to terminate the lease and take possession of the premises without prior notice to the Tenant.

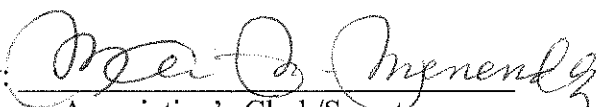
Section 14.26. Benefit and Burden. The covenants, conditions, agreements and terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

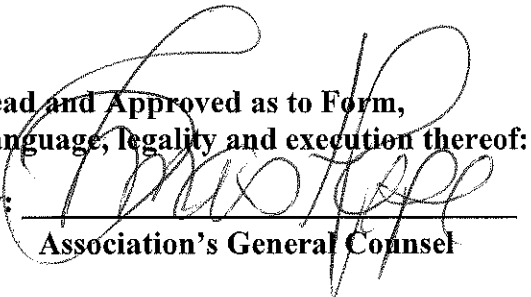
Section 14.27. Association of Community Organizations for Reform Now (Acorn) Funding Restrictions Assurance (Pub. L. 111-117 and H.R. 3571). Landlord, Tenant assures that they will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries, if applicable, per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117) and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571).

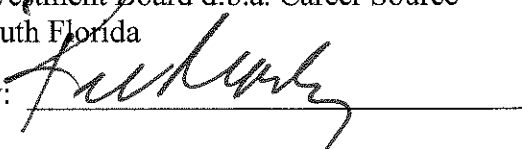
Section 14.28. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties and their respective representatives, heirs, successors, and permitted assigns of both of the parties.

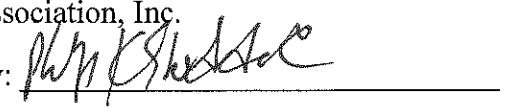
IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date set forth above.

Witness:   
Marian U. Smith  
(Print Name Here)  
Witness:   
Levy Cania  
(Print Name Here)

Attested:  
By:   
Association's Clerk/Secretary

Read and Approved as to Form,  
Language, legality and execution thereof:  
By:   
Association's General Counsel

LESSEE: South Florida Workforce  
Investment Board d.b.a. Career Source  
South Florida  
By:   
Rick Beasley  
(Print Name Here)  
Title: SFWIB Executive Director  
Date: 9/2/17

LANDLORD: Marshall Williamson  
Building Condominium Owners'  
Association, Inc.  
By:   
Title: Chair  
Date: 2/25/18



## **Insurance Requirements**

(Business Tenant – Career Source South Florida – Office Space 3A, 3B and 3C)

### 1.0 Insurance

#### 1.1.0 General Requirements

- A. Without limiting its liability, the vendor contractor, consultant or consulting firm, lessees as applicable (hereinafter referred to as “FIRM” with regard to Insurance) shall be required to procure and maintain at its own expense during the life of the Lease with the Marshall Williamson Building Condominium Owners' Association, Inc. (“Association”) insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the ASSOCIATION, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Nothing contained in these insurance requirements shall be construed as an intent to benefit any person or entity that is not a party to the Contract.
- B. No insurance required by the ASSOCIATION shall be issued or written by a surplus lines carrier unless authorized in writing by the ASSOCIATION and such authorization shall be at the ASSOCIATION’s sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida.
- C. The FIRM shall provide and maintain in force and effect, until all the work, services, or obligations (the “Work”) contemplated by the Contract has been completed, the insurance coverage, written on Florida approved forms, as set forth below:
  - 1.1.1 Workers’ Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws.
  - 1.1.2 Commercial Comprehensive General Liability insurance with broad form endorsement, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:
    - Personal Injury: \$1,000,000;
    - Medical Insurance: \$5,000 per person;
    - Property Damage: \$500,000 each occurrence;
  - 1.1.3 Miscellaneous:
    - A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will



occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract. The ASSOCIATION shall have the option, but not the duty, to pay any unpaid premium and the right to terminate or cancel the policy thereafter without notice to FIRM or liability on the part of the ASSOCIATION to the FIRM for such cancellation.

- B. All deductibles must be declared by the FIRM and must be approved by the ASSOCIATION. At the option of the ASSOCIATION, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the ASSOCIATION covering the same.
- C. The policies shall contain waiver of subrogation against ASSOCIATION where applicable, shall expressly provide that such policy or policies are **primary over any other collectible insurance** that ASSOCIATION may have. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the ASSOCIATION as well as **contractual liability provision** covering the Contractors duty to indemnify the ASSOCIATION as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the ASSOCIATION the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the ASSOCIATION. The FIRM may be required to provide a "certified copy" of the Policy which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance policy, the following:

- (a) a policy provision or an endorsement with substantially similar language as follows:

The ASSOCIATION is an **additional insured**. The insurer will pay all sums that the ASSOCIATION becomes legally obligated to pay as damages because of 'bodily injury', 'property damage', or "personal and advertising injury" and it will provide to the ASSOCIATION all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

- (b) a policy provision or an endorsement with substantially similar language as follows:

"This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the

**ASSOCIATION 10 days advanced written notice** of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the ASSOCIATION by certified mail, with proof of delivery to the ASSOCIATION.”

If the policy does not have a provision or endorsement that provides the ASSOCIATION with advanced notice of cancellation as required by the ASSOCIATION, the contractor may still comply with the ASSOCIATION’s insurance requirement if the contractor provides the ASSOCIATION with proof that the policy premium has been paid in full and provided the contractor makes arrangements with its insurance company to allow the ASSOCIATION to confirm, monthly, that the policy is in full force and effect. In addition, the Contractor must either pay the ASSOCIATION a monthly monitoring fee, currently set at \$25 per month, or have the amount deducted from the Contractor’s draws/payments.

## **Additional Tenant Requirements**

(Business Tenant – Career Source South Florida – Office Space 3A, 3B and 3C)

**Tenant hereby agrees to comply with the following requirements in order to be in compliance with the terms of the Lease:**

- (1) If Tenant is a business entity, Tenant shall provide proof of registration with the Florida Department of State and a certificate of good standing issued by the State of Florida, Division of Corporations prior to entering into the program and an updated certificate of good standing, or a printout of the current corporate information found on the State of Florida Division of Corporation's website prior to any renewal of the Lease.
- (2) Prospective Tenant shall provide a detailed business plan which shall include the following information prior to entering into the program and it shall be updated prior to any renewal of the Lease, if the plan has changed.
  - Statement of Mission;
  - Objectives;
  - Short and long-term aims to achieve their mission and objectives;
  - Organizational Summary; and
  - Proposed services
- (3) Prospective Tenant shall keep a daily log of the dates and times when the unit is used. SMCRA Director shall create a log form that shall be completed by the Tenant each week and delivered to the Director at the end of each week.
- (4) Prospective Tenant shall provide a list of the days and times of operations prior to entering into the program and any change during the lease term shall be promptly reported in writing to the SMCRA Director. In any event, the information shall be updated prior to any renewal of the Lease, if the days and/or times of operations have changed.
- (5) Prospective Tenant shall provide the exact number of people who are expected to be working for the Tenant that will occupy the rented unit on a daily basis prior to entering into the program and this information shall be updated prior to any renewal of the Lease, if the information has changed.
- (6) Prospective Tenant shall provide the SMCRA Director with the current contact information for Tenant's officers, managers and/or partners and all supervisory personnel prior to entering into the program and this information shall be updated prior to any renewal of the Lease, if the information has changed. Any change during the lease term shall be promptly reported in writing to the SMCRA Director.

- (7) Prospective Tenant shall provide a Certificate of Insurance, as specified in the Lease Agreement to which this Exhibit B is attached, prior to entering into the program and it shall be updated prior to any renewal of the Lease. However, the Certificate shall not relieve the Tenant from Tenant's obligation to deliver all insurance documents required by these insurance requirements.
- (8) Tenant shall provide annual financial information prior to any renewal of the Lease which shall include the following items and information:
- a. Yearly financial statement and an annual report prepared by a licensed Florida Certified Public Account. The annual report shall be delivered to the SMCRA Director on or before May 1<sup>st</sup>, reporting on the previous 12 months and explaining why the tenant feels the lease should be extended for an additional year. In the case of a six month lease agreement, the bi-annual report shall be delivered to the SMCRA Director at least two weeks prior to the expiration of the lease agreement and shall include if not included in the financial statement, an accounting, for the period being reported, of the number of employee who were employed by the Tenant, the aggregate payroll figures and the sales/revenue/income figures for that period. All information should be reported on an aggregate basis. Any changes to the following information should also be reported:
    - i. The original business plan submitted at the time of signing;
    - ii. Dates and times of operations;
    - iii. Contact information for Tenant's officers, managers and/or partners and all supervisory personnel;
    - iv. The exact number of Tenant's personnel that will occupy the rented unit on a daily basis.

Yearly federal tax return (Tenant shall timely file a Federal Tax Return, if the Tenant is required by law to file the return), shall be deliver to the SMCRA Director on April 16<sup>th</sup> of each year, or if a timely request for an extension to file has been sent to the IRS, within 190 days of April 15 of each year).

- (9) As a Start-Up Business Tenant of the SMCRA Start-Up Business Program, you are required to provide supporting information regarding the operation and on-going success of the start-up business to the SMCRA Director on a regular basis. Therefore, you are required to provide the SMCRA Director with quarterly reports. In the case of six month lease agreements, quarterly reports shall be provided every forty-five (45) days. The following information shall be included in the quarterly report and as well as in the end of the year annual reports:
- (a) A detailed qualitative and quantitative description of services rendered and the number of individuals served during the quarterly reporting period and provide documentation to establish the number of client/customers that you have served during the reporting period.

- (b) A Descriptions of the courses or seminars you may have taken to improve your business or to improve your ability to run and promote your business;
- (c) The names and addresses of all persons employed by you during the reporting period and the term of their employment during the reporting period. This information shall be substantiated in the end of the year annual report by attaching the completed W-2 or 1099 (with the social security numbers redacted) that reflect the payments made to these employees.

The Start-Up Business Tenant hereby acknowledges that he/she/it has read and agrees to all of the requirement listed above and agrees that these requirements shall become an addendum to the Lease and that any failure to comply with these requirements shall be a default under the terms of the Lease.

**START-UP BUSINESS TENANT/Lessee:**

Witness: \_\_\_\_\_ Community Service Tenant: \_\_\_\_\_

Witness: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Landlord/Lessor (*Marshall Williamson Building Condominium Owners' Association, Inc.*):**

Association: \_\_\_\_\_

Position Title: SACCA DIRECTOR

Date: 11-20-2017

**MARSHALL WILLIAMSON BUILDING**

**RULES AND REGULATIONS**

Enumerated below are the Rules and Regulations governing the Marshall Williamson Building, a Condominium, the Condominium Building in which the Condominium Units are a part, the property surrounding the Condominium Building, the Common Elements, and the Condominium Units (referred to hereinbelow collectively as the "Condominium"), which shall apply to, and be binding upon, all Unit Owners as well as their heirs, successors and assigns and their respective Permittees (as defined below). The Unit Owners shall at all times obey these Rules and Regulations, which shall also apply to, be binding upon, be observed and obeyed by their tenants, occupants, customers, guests, invitees, servants, employees, agents, persons for whom they are responsible and persons over whom they exercise control and supervision (all hereinafter referred to collectively as "Permittees"). Any waivers, consents or approvals given under, or pursuant to, these Rules and Regulations by the Marshall Williamson Building Condominium Owners' Association (hereinafter referred to as the "Association"), shall be revocable at any time and shall not be considered as an irrevocable waiver, consent or approval unless such irrevocability of such waiver, consent or approval is specifically set forth, in writing, by the Association. Terms appearing in these Rules and Regulations shall have the same meaning as defined in the Declaration of Condominium for the Marshall Williamson Building, a Condominium. The initial Rules and Regulations are as follows:

**1. RULES AND REGULATIONS:**

**A.** Violations of the Rules and Regulations shall be promptly reported, in writing, to the Association

**B.** The Association shall notify the Owner of the Unit of any complaint the Association has received, or which it has itself observed, and the nature of the violation.

**C.** If the Unit Owner does not resolve and cure the violation to the satisfaction of the Association, the violation shall be presented to, and be judged by, a Committee, if formed by the Association for that purpose or, if no such Committee has been formed, then by the Association, for appropriate action.

**D.** Unit Owners shall be responsible for the failure of their Permittees to comply with these Rules and Regulations, as may be amended from time to time.

**2. FACILITIES:** The structure and facilities of the Condominium are for the exclusive use of Unit Owners and their Permittees. Any damage to the Condominium by a Unit Owner or its Permittees shall be the responsibility of that Unit Owner.

3. **NOISE:** Radios, televisions, and other devices which create audible noise shall not exceed a volume which may disturb the peaceful enjoyment of other Unit Owners or their Permittees.

4. **OBSTRUCTION:** The lobby, all ways of passage for pedestrians and vehicles, including sidewalks, entrances, driveways, passages, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner by any Unit Owner or its Permittee. Rugs and mats may not be placed outside any Unit. No sign, notice or advertisement may be inscribed on, attached or affixed to or on, or positioned so as to be observable from any window or any part of, the Condominium Building, except such as shall have been approved in writing by the Association in advance, nor shall anything be projected out of any window of the Condominium Building without such approval. No aerial, antenna or satellite dish shall be attached to, or hung from, the exterior of the Condominium Building or placed or attached on its roof.

5. **DESTRUCTION OF PROPERTY:** Neither Unit Owners, nor their Permittees, shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit Owners shall be financially responsible for any such damage and the Association may assess a charge for the cost of repair or replacement and/or the diminution in value of the damaged property against all the Units owned by the Unit Owner responsible for such damage.

7. **EXTERIOR APPEARANCES:** The exterior of the Condominium Building and all areas appurtenant thereto shall not be painted, decorated or modified by any Unit Owner in any manner. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be installed on, or used in or about, the Condominium Building except as shall have been approved by the Association in advance, which approval may be withheld on purely aesthetic grounds, or, if given, revoked in whole or in part, and all within the sole discretion of the Association.

8. **SIGNS:** There shall be no "FOR RENT/LEASE" signs exhibited or displayed from the exterior of the Condominium Building except as shall have been approved by the Association in advance, which approval may be withheld on purely aesthetic grounds, or, if given, revoked in whole or in part, and all within the sole discretion of the Association.

9. **CLEANLINESS:** Unit Owners shall deposit all garbage and refuse solely and exclusively in the garbage containers designated by the Association and intended for such purpose at such times and in such manner as the Association shall direct.

10. **DISCARDING OF OBJECTS OR THINGS:** Neither Unit Owners, nor their Permittees, shall discard cigars, cigarettes or any other object from windows or doors from their Units. No sweepings or other substances shall be swept, thrown, or otherwise discarded or permitted to escape from Units, or by a person from a Unit Owner or their permittees into or onto Common Elements, or to the exterior of the Condominium Building.

11. **HALLWAYS:** Garbage cans, supplies and/or any other articles or things shall not be placed in or on the lobby, sidewalks, entrances, driveways, passages, vestibules, stairways, corridors and halls of the Condominium Building or on any of its Common Elements other than as approved in writing by the Association which, if given, may be revoked in whole or in part, within the sole discretion of the Association. No Unit Owner shall allow doors to remain open for any purpose other than for immediate ingress and/or egress.

12. **STORAGE AREAS:** Nothing shall be placed or stored by Unit Owners on the Common Elements. Any item that a Unit Owner wishes to store for either short-term or long-term storage must be placed within its Unit or a storage area that may be designated by the Association; however, the provision and/or designation of any such storage area shall be in the sole and absolute discretion of the Association.

13. **PLUMBING:** Common water closets and other common plumbing lines, connections, fixtures, components and/or facilities shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbings, rags, or other foreign substances not normally deposited therein or thereon shall be placed or discarded therein or thereon. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner and their Permittees causing the damage.

14. **ROOF:** Neither Unit Owners, nor their Permittees, shall be permitted on the roof of the Condominium Building for any purpose whatsoever and the doorway to the roof shall be kept locked and shall not be opened by a Unit Owner.

15. **AIR CONDITIONING AND PLUMBING MAINTENANCE, REPAIR AND REPLACEMENT:** Any maintenance, repair or replacement of any part of the air conditioning system servicing a Unit, as well as common plumbing lines, connections, fixtures, components and facilities, located outside of Units, shall only be done by the Association, and the cost thereof shall be a Common Expense, but only if due to normal wear and tear or defect in the item being repaired; otherwise, said cost shall be assessed to, and be the obligation of, the Unit Owner.

16. **HANDICAPPED PARKING SPACES:** There are three (3) Parking Spaces, which are denoted on Exhibit "C" to the Declaration of Condominium, as being "Handicapped Spaces". These Handicapped Parking Spaces are for the use of Unit Owners, and their Permittees, pursuant to the terms and conditions as hereinafter set forth. In the event that a Unit Owner would like to use a Handicapped Parking Space, such Unit Owner shall apply for permission to use same with the Association. The Unit Owner shall provide the following to the Association: (a) the make, year, model, color, vehicle identification number and license number of the vehicle which the Unit Owner proposes to be parked in a Handicapped Parking Space; (b) the name of the person who will be driving such vehicle and making use of the Handicapped Parking Space; (c) a copy of the Handicapped Parking Permit which has been issued for use by such person, with evidence that same has been issued in



favor of such person. Only after the Association has provided written approval to a Unit Owner for a specified person, using a specified vehicle, may such specified person park the specified vehicle in a Handicapped Parking Spaces. Use of the Handicapped Parking Spaces will be on a first come, first serve basis, to those persons who have obtained a Handicapped Parking Permit and written approval from the Association to use same, pursuant to the provisions hereof. There is no guarantee that a person who has been issued such written approval from the Association will, at any given time, be able to use one of the Handicapped Parking Space as the number of persons who receive such written permission from the Association may exceed the number of Handicapped Parking Spaces. If a person who has obtained written approval from the Association wishes to change the vehicle which he uses to park in one of the Handicapped Parking Spaces, the prior written approval, as set forth above, of the Association must be obtained. No person, other than the person specifically approved by the Association, may park in one of the Handicapped Parking Spaces.

17. **SOLICITATION:** There shall be no solicitation by any person anywhere in or on the Condominium including, but not limited to, all Common Elements, for any cause, charity, or for any other purpose whatsoever, unless specifically authorized in advance by the Association in writing.

18. **EMPLOYEES:** Employees of the Association shall not be interfered with or instructed to leave or vacate the Condominium Building by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association. No Unit Owner or Permittee shall direct, supervise or in any manner interfere with, or attempt to assert any control over, the employees of the Association.

19. **FIRE DOORS:** Unit Owners are not to use fire doors for ingress or egress, except in emergency situations.

20. **HURRICANE PREPARATIONS:** Each Unit Owner or Permittee who plans to be absent from a Unit during the hurricane season must prepare the Unit prior to departure by designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damages, and advising the Association, in writing, of the name, address and phone number(s) of such firm or individual. The recording of a Deed shall be deemed the agreement of a Unit Owner that the Association and its agents are allowed to open and enter into any Unit for purposes of hurricane preparation and to conduct emergency repairs of whatever kind or nature needed under the circumstances.

21. **LEASE:** The use of every Unit shall be subject to all use restrictions and limitations running with the land or imposed by law, and shall not be in conflict with, or in violation of, any existing or future building codes or zoning ordinances of the City of South Miami and/or Miami-Dade County, Florida. Unit Owners are otherwise entitled to lease their respective Units subject to the provisions of the Declaration of Condominium, the By-Laws, and these Rules and Regulations, all as may be amended from time to time.

22. **ENFORCEMENT:** Every Unit Owner and its Permittees, shall comply with these Rules and Regulations, as existing, or which may in the future be amended from time to time, as well as the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, all as amended from time to time. Failure of a Unit Owner or its Permittee, to comply with all of the foregoing shall be grounds for actions, which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all remedies, in the sole discretion of the Association, a fine or fines may be imposed upon Unit Owners for failure of a Unit Owner or its Permittees to comply with the provisions of the Rules and Regulations, the Declaration, the Articles of Incorporation or By-Laws, all as may be amended, as follows:

A. **Notice:** The Association shall notify the Unit Owner of the violation of the provisions of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations and the nature and specification of the violation. Included in the Notice shall be the date, time and location of a meeting of the Association or the Committee formed by the Association for that purpose. The hearing shall not be held prior to seven (7) days from notice of said hearing. At such meeting, the Unit Owner shall have an opportunity to respond, present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any evidence or documents considered by the Association.

B. **Penalties:** The Association may impose a fine against the Unit Owner not later than twenty-one (21) days after the hearing specified in Paragraph 22 A. A Unit Owner may pay the fine without waiving his right to seek judicial relief, if such relief is available.

C. **Payment or Penalties:** Fines shall be paid no later than thirty (30) days after notice of the imposition of the fine.

D. **Application of Penalties:** All money received from fines shall be allocated as directed by the Association.

E. **Non-exclusive Remedy:** Any such fines shall not be construed as the Association's exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fines paid by the offending Unit Owner shall not be deducted from, or offset against, any damages which the Association may otherwise be entitled to recover by law from such Unit Owner.

23. **INTERIOR IMPROVEMENTS:** Unit Owners or their Permittees shall not commence any work to the interior of their Units, or make or allow any other repairs, replacements, additions or modifications to their Units (collectively the "Alterations") without the Association's prior written approval in advance, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Unit Owner shall submit to the Association, for the Association's written approval, details of all proposed alterations including drawings and specifications prepared

by qualified architects or engineers conforming to good architectural and engineering practices. All such Alterations shall be performed (i) at the sole cost of the Unit Owner; (ii) by licensed contractors and subcontractors and workmen approved in writing by the Association in advance of commencement of alterations; (iii) in a good and workmanlike manner; (iv) in accordance with the drawings and specifications approved in writing by the Association; (v) in accordance with all applicable laws and regulations including, but not limited to, ordinances and building codes of the City of South Miami and Miami-Dade County, Florida; and (vi) on reasonable dates and times approved in writing by the Association.

24. The Unit Owner or Permittee shall lock the Unit and shut off water faucets, lights and electrical equipment and appliances located in the Unit before leaving the Unit each day.

25. All deliveries and shipments shall be made only to a Unit or other areas designated by the Association in advance, in writing.

26. The Unit Owner shall not engage in any activity or utilize any machinery or apparatus of any kind whatsoever which may exceed any audible volume which may disturb the peaceful enjoyment of other Unit Owners or their Permittees.

27. The Unit Owner and its Permittee(s) shall not use the plumbing facilities serving the Unit for the disposal of refuse, including feminine hygiene products such as sanitary napkins and pads, or any other improper use. The Unit Owner and its Permittee shall, at its sole cost and expense, repair any damage to such plumbing facilities caused by any such misuse.

28. Unit Owners or their Permittees shall not be allowed to keep any animal, including birds and reptiles, in or about the Condominium Building, their Unit or Condominium Property without the prior written consent of the Association.

29. Each Unit Owner shall retain a licensed pest and rodent extermination service which shall periodically treat the Unit or as otherwise required by the Association. Upon request, Unit Owners shall provide to the Association a copy of the contract and/or other documents requested by the Association as proof that such services have been contracted for and are being provided.

30. No Unit Owner or its Permittees shall burn or incinerate wood, charcoal, trash, refuse or any other items in its Unit, on Common Elements, or other property in the Condominium.

31. All Unit Owners and their Permittees shall provide to the Association duplicate keys to all locks on doors of their respective Units to enable the Association ingress and egress to Units in case of emergencies.

32. No Unit Owner or Permittee shall reside or sleep overnight in the Unit.

33. The Association shall not be responsible for any loss, theft or disappearance of personal property from any Unit or from the Condominium.

34. No Unit Owner or Permittee shall wash, service or repair any vehicles on or about the Condominium Property.

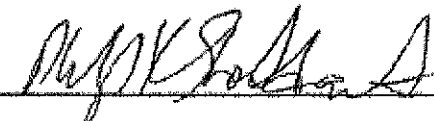
35. All costs, expenses and fees expended by the Association to insure or enforce compliance with these Rules and Regulations, as amended, shall constitute an assessment under the Declaration against the offending Unit Owner and shall be due and payable by the Unit Owner in accordance therewith. The Association may assess a charge for the cost of repair or replacement and/or the diminution in value of the Condominium Property or a Condominium Unit against the Unit Owner responsible for such damage.

36. The failure of the Association to enforce any covenant, restriction, or other provision of the Condominium Act, the Declaration, the By-Laws, or these Rules and Regulations, as may be amended from time to time, shall not constitute a waiver of the right to do so later.

37. In the event of a conflict between the Declaration of Condominium and these Rules and Regulations, or any amendments thereto, the Declaration of Condominium shall govern.

Dated this 13<sup>th</sup> day of December, 2016.

**MARSHALL WILLIAMSON BUILDING  
CONDOMINIUM OWNERS' ASSOCIATION, INC.**

By: 

Philip K. Stoddard, its President