

RENTAL AGREEMENT

13715 – 53, LLC

Mailing Address: 2327 NW 9th STREET - Miami, FL-33125

Email: Jose13715@yahoo.com - Tel: (786)344-2336

THIS AGREEMENT is made as of the June 15, 2021, between City of North Miami, a Florida Municipal Corporation hereinafter referred as "Lessee" and 13715-53 LLC, a Florida LLC hereinafter called "Lessor".

ARTICLE I DEMISE, TERM

Section 1.0 - Demise; Term:

Lessor, in consideration of the agreement of Lessee herein contained, hereby leases and demises to Lessee and agreed 850 square feet of rentable space on the first floor with assigned unit number 13753 (hereafter, "the Premises") in the building located at 13715 NW 7th Avenue, North Miami, Florida 33168 (hereafter "the Building"), for a term beginning on June 1 2021, ending November 30, 2025. (hereafter, the "Term") reserving to Lessor the rental hereinafter set forth in this lease, (the "Lease"), to be upon all of the terms and conditions herein contained.

Section 1.1 – Special Conditions:

Lessor agrees to complete the first year of the lease agreement ending November 30, 2021 between Lessee and previous owner, 13715 Holdings, LLC, under the same terms and conditions of the said lease. Lessee agrees to continue to provide a continued police presence in the vicinity (plaza) as often as possible; in return Lessor agrees to assign a parking spot to police vehicle to sustain that presence.

ARTICLE II LESSEE'S COVENANTS

Section 2.0 - Rental:

Lessee hereby covenants with Lessor as follows:

- (a) The term of the lease will be from June 1, 2021 to November 30, 2025 and rent payment is as follow: June 1, 2021 to November 30, 2021, a monthly payment of \$1,000.00; from December 1, 2021 to November 30, 2022 a monthly payment of \$1,150.00; from December 1, 2021 to November 30, 2022. Rent will increase in the amount of \$50.00 per month every year thereafter. In addition to rent payment, a monthly maintenance fee in the amount of \$60.00 shall be due on the first of each month.

Rental shall be paid in advance on or before the first day of each month, together with applicable tax thereon.

*All sales, use, or similar taxes now or hereinafter imposed on the payment of rent by Lessee, whether federal, state, or local, which is currently 7%.

Tenant has one option of one year to extend lease giving 30 days' written notice to Landlord.

(b) Lessee acknowledges that late payments or returned checks by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and late charges or handling charges that may be imposed on the Lessor for late payment of obligations paid out of the cash flow from Lessee. Therefore, if any installment of rent or other required payment due from Lessee is not received by Lessor when due or is paid by a check which is returned, Lessee shall pay to Lessor an additional sum of 10 percent (10%) of the then current minimum monthly rent plus all applicable sales tax as a late or returned check charge. In the case of a late payment and a returned check, the amount charged will be for both the late payment and the returned check (i.e. a double charge equaling a total of 20%). The parties agree that this late payment and returned check charge represents a fair and reasonable estimate of the costs that Lessor will incur. Acceptance of a late charge or returned check charge shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor. All amounts owing by Lessee under this Lease shall be deemed to be rent or additional rent, and if payment of the same are past due, interest on the amounts owing shall be due at the rate of 10% per annum. Lessee shall pay all sales, use or similar taxes now or hereinafter imposed on the payment of rent by Lessee, whether federal, state or local, which is currently 7.0%.

Section 2.1 - Security Deposit:

Upon execution of this Lease, the parties acknowledge that Lessee has deposited with Lessor the sum of \$1,000.00, paid by check, subject to collection, as a security deposit to guarantee the performance of all of Lessee's covenants contained herein. The security deposit shall be returned to Lessee thirty (30) days after the expiration of this Lease (or any renewal or extension of term) or its prior termination through no fault of Lessee, provided that all sums lawfully due Lessor under the Lease have been paid and that Lessee has fully performed its obligations under the Lease. In the event of an assignment of this Lease by Lessee, Lessee authorizes and directs Lessor to pay the balance of said security deposit to such assignee or subsequent assignee. In the event said security deposit, or any portion thereof, is spent by Lessor in order to satisfy any obligation of Lessee or assigns hereunder, then Lessee or assigns shall upon notice from Lessor immediately deposit a sufficient sum with Lessor to replenish the amount spent. The security deposit shall not be used by Lessee, in whole or in part, for the final month's rent.

Existing Security Deposit, \$1,000.00, Lessee shall pay Lessor the sum of \$00.00 which represents a total Security Deposit of \$1,000.00 required by June 1, 2021. The total payment required by Lessee upon execution of this Lease.

Section 2.2 - Rent Payment:

Lessee shall pay the rent herein reserved, in advance and without set off, deduction or demand, promptly upon the days the same becomes due and payable, to Lessor at:

13715-53 LLC
Jose Alvarez
2327 NW 9th Street
Miami, Florida 33125

Or at such other address as may from time be designated by Lessor

Shopping Plaza Office located:
13751 NW 7th Avenue
North Miami, Florida 33168

Or you call Mr. Alvarez at 786-344 2336.

Section 2.3 - Use:

Lessee, its successors and assigns, shall use the Premises exclusively for the purpose of the CITY OF NORTH MIAMI and the parking lot for employee and customer parking in connection therewith, and for no other use without the prior written consent of the Lessor. Outside storage, including without limitation, storage of trucks and other vehicles, is prohibited without Lessor's prior written consent.

Section 2.4 - Assignment, Subletting:

- (a) Lessee shall not sublet the Premises or any part thereof or assign any interest in this Lease (whether by sale of assets, merger, consolidation or otherwise, or by sale or disposition of consents to the assignment of this Lease to a wholly owned subsidiary or parent of the original Lessee with the exception that Lessee shall not have the right to sublease or assign all or any part of the Premises to organizations conducting business in retail sales, food services, or health care, but no such assignment shall relieve the Assignor of any liability hereunder. Notwithstanding anything contained in this Lease to the contrary, Lessor shall not be obligated to entertain or consider any request by Lessee to consent to any proposed sublease or assignment of the Premises unless each request by Lessee is accompanied by a nonrefundable fee payable to Lessor in the amount of \$1,000 to cover Lessor's administrative, legal, and other costs and expenses incurred in

processing each of Lessee's requests. Neither Lessee's payment nor Lessor's acceptance of the foregoing fee shall be construed to impose any obligation whatsoever upon Lessor to consent to any of Lessee's requests.

- (b) No sub lessee shall have a right further to sublet;
- (c) Any sub tenancy shall be for not more than one day less than the remaining term of the original lease.
- (d) No sublease shall be valid and no sub lessee shall take possession of the premises subleased until an executed counterpart of such sublease has been delivered to Lessor.

Section 2.5 - Surrender / Hold Over:

- (a) Upon the expiration of the Term of this Lease, Lessee will, without demand, quietly and peacefully deliver possession of the premises (including improvements that may be made by Lessee) to Lessor in as good condition as when received, ordinary wear and tear-only excepted. Lessee agrees that, if Lessee does not surrender to Lessor said premises at the end of the term of this Lease, or upon any cancellation of the Term of this lease, then Lessee will pay to Lessor all damages Lessor may suffer on account of Lessee's failure to so surrender to Lessor.
- (b) Any holding over after the expiration of the Term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at a rental rate to be determined and provided for in the written consent document and shall otherwise be on the terms and conditions herein specified, so far as is applicable. This consent must be in writing. If Lessee, in absence of any written agreement, shall remain in occupancy after the expiration of the Lease Term, Lessee shall pay rent at Double the rate of the expired lease. Acceptance by the Lessor of any Rent after termination shall not constitute a renewal of this Lease or a consent to such holdover occupancy nor shall it waive the Lessor's right of reentry or any other right contained in this Lease.

Section 2.6 - Alterations, Additions, and Improvements:

- (a) Lessee shall not make any alterations, additions or improvements inside or outside, including, without limitation, any holes in or penetrations of the roof, without the prior written consent of Lessor. No persons allowed on the roof without the written consent of Lessor.
- (b) All additions or improvements, except only office furniture and fixtures which shall be readily removable without injury to the premises, shall be and remain a part of the premises at the expiration of this lease.
- (c) Lessee shall not be permitted to install any type of wall covering on an exterior wall
- (d) The tenant shall be responsible for the repair and upkeep of the interior of the space including electrical, mechanical, plumbing, heating or any other system or equipment in the space. Lessee is solely responsible for the maintenance and repair of the A/C unit inside their space respectively.

- (e) All work shall be done by a licensed company with the approval of the Lessor and a copy of the insurance must be provided to Lessor. All work in the space must be with permits and inspected by the City of North Miami.

Section 2.7 - Lessee's Compliance

Lessee will not use or permit the premises to be used for any illegal, immoral, or improper purposes, and Lessee will execute and comply with, at Lessee's own cost and expense, all laws, rules, orders, ordinances and regulations now in force or at any time issued, applicable to the premises or to lessee's occupancy thereof, by the local, state and federal governments and of each and every department. Lessee shall not permit any refuse, debris or rubbish to be placed in the halls or public spaces, or in front of the front door and shall not allow the same to collect or accumulate in the premises.

Section 2.8 - Liability:

Lessee agrees to indemnify and save Lessor harmless from any and all liability for any damage to any person or property thought the term of the lease and any extension or renewal thereof, occasioned by or resulting from the breakage, lead age or obstruction of the water, gas or sewer pipes or of the roof or rain ducts, or any fire sprinkler from any carelessness, negligence or improper conduct on the part of Lessee or Lessee employees, or agents, on, in or about the premises. Lessor shall not be liable for any damage, loss or injury to the person, property or effects of lessee or any other person, suffered on, in or about the premises by reason of any present, future, latent or other defects to the form, character or condition of premises or any part or portion thereof, or by reason of water, rain, fire, storms or accidents, and the rent shall not be diminished or withheld by reason or on account of any such loss or damage.

Section 2.9 - Right to Entry:

Lessee shall permit lessor and or representative and independent contractors at any time during usual business hours and without interfering with lessee's business operations to enter the premises for the purpose of inspections necessary for the safety, comfort or preservation of the building of which the premises are a part or for the removal of alterations or additions not in conformity with the lease. Lessor shall have the right to exhibit the property for sale, lease, appraisal, or mortgage and to post and keep upon the premises a "For Rent" sign at any time within (60) sixty days before the expiration of the lease.

Section 2.10 - Attorney Fees:

Lessee shall pay costs, charges, expenses reasonably incurred or paid at any time by lessor, because of the failure on the part of lessee to comply with and abide by each and every of the stipulations, agreements, covenants, and conditions of this lease.

Section 2.11 - Waiver:

The failure of lessor to insist in any one or more instances upon the strict performance of any one or more of the covenants, terms and agreements of this lease, shall not be construed as a waiver of such covenants, terms or agreements but the same shall continue in full force and effect, and no waiver by lessor of any of the provisions hereof shall in any event be deemed to have been made.

Section 2.12 - Condition of Premises:

Lessee shall at all times keep the interior of the premises in a clean and sanitary condition befitting a first class office building.

Section 2.13 - Liability Insurance:

Lessee shall maintain at its own expense throughout the term of this lease commercial general liability insurance for personal injury and property damage to protect both lessor and lessee against damage, costs and attorney's fees arising out of accidents of any kind occurring on or about the premises. Said liability insurance shall be naming lessor an additional insured and will have liability limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage.

Section 2.14 - Statement by Lessee (Estoppel Certificate):

From time to time upon ten (10) days written notice lessee shall execute, acknowledge and deliver to lessor and any designee of lessor a written statement certifying : (a) that this lease is unmodified and in full force and effect ; (b) the dates to which rent and any other charges have been paid; © that lessor is not in default in the performance of any obligation (d) the address to which notices are to be sent (e) that this lease is subject to and subordinate to all mortgages (f) that lessee has accepted the premises and all work thereto has been completed (g) such other matters as lessor may request. Any such statement may be relied upon by any owner of the property, any prospective purchaser thereof, the holder or prospective holder of a mortgage or any other person or entity.

Section 2.15 - Damage to Premises:

Lessee shall make good to lessor immediately upon demand any damage to the plumbing, electrical wiring, lights, glass, doors, floors, carpets or any fixture, appliances or appurtenances of the premises, or the building, caused by any act or neglect of lessee, or of any person or persons in the employer under the control of lessee.

Section 2.16 - Waste Disposal System:

At all times during the term of this lease and any renewals thereof, Restaurant leases shall pay for their dumpster for trash and recycling. At all times during term of this lease lessee at its own cost and expense, shall comply with all requirements of the City of North Miami Water and Sewer Authority, or its successor, regulating the type and quality of waste that may be discharged into the sanitary sewers serving the premises, including, without limitation, the installations of any alternative waste disposal or pretreatment system that may from time to time be designated by said authority.

Section 2.17 - Electric Bill / Water Bill:

At all times during the term of the lease and any renewals Lessee shall have the Electric Bill and the Water Bill, (FPL & CN.MWS) under the name of the company that has rented the space, or the name of the owners of said company. From time to time as is decided by lessor the proof of payment of the water bill must be provided to lessor upon demand. No eclectic cable or wire shall be brought into the premises, except upon consent of lessor.

Section 2.18 - Locks:

At all times during the term of the lease and any renewals lessee must provide a current set of keys to the space to the lessor. The lessee may not change the lock or re-key without the lessor approval.

Section 2.19 - Personal Guarantee:

The undersigned lessee hereby unconditionally guarantees the payment of the rent and any other financial duties and obligations by the lessee under the lease agreement. Guarantor agrees that any case of failure of the lessee or nonperformance of Tenants obligation to the lessor shall not cause for legal enforcement against the said lessee. By which the Guarantor shall be obligated to fulfill the obligations of the lessee, in case of failure of the guarantor's fulfillment of the obligation the lessor may file a lawsuit for the collection of payment against the said guarantor for enforcement of obligation.

ARTICLE III LESSOR'S COVENANTS

Section 3.0 - Building Services and Utilities:

Lessor agrees to furnish Lessee, while Lessee is occupying the premises and during such times as lessee is not in default, the following, subject to the terms of this lease including those pertaining to operating expenses:

1. Responsible for the upkeep of the exterior of the property, including roof and exterior walls, parking areas and building foundations.

2. Trash pickup around the front parking lot, cutting and maintenance of the grass around the plaza, upkeep of electrical signs in parking lot and lights in the walkways, the use of a duster for trash only.
3. Failure to any extent to furnish these defined services by Lessor shall not make be liable in any respect to any person, property or business, nor be construed as an eviction of lessee or work an abatement of rent, nor relieve lessee from fulfillment of any covenant or agreement hereof. Lessor reserves the right, without any liability to lessee and without being in breach of any covenant of this lease, to effect an interruption of service, as may be required by this lease or by law, or as lessor in good faith deems advisable, whenever and for so long as may be necessary, to make repairs, alterations, upgrades, changes or for any other reason, to the buildings systems serving the premises, or any other services required of lessor under the lease.

Section 3.1 - Maintenance and Repairs by Lessor:

- (a) Lessor shall not be called upon and shall have no obligation to undertake the making of any repairs, improvement or alterations whatsoever to the premises except that during the term of this lease, lessor shall use its reasonable efforts to maintain the exterior walls, windows, and exterior doors in good repair and to keep the roof water tight. Lessor shall not be liable for or required to make any repairs, or maintenance related to or which arise out of negligence, fault, misfeasance or malfeasance of lessee, its employees, agents, invitees, or customers; in which event lessee shall be responsible therefor.
- (b) Lessor's liability with respect to any defects, repairs or maintenance for which lessor is responsible under provisions of this lease shall be limited to the cost of such repairs or the curing of such defect.
- (c) Lessee shall provide lessor with at least fifteen (15) days written notice of needed repairs and lessor shall have a reasonable time thereafter to cause work on said repairs to be commenced, and once commenced, said work shall be continued and completed with reasonable speed.
- (d) Lessor shall not be responsible for repair or replacement of upgraded interior light fixtures or bulbs.

Section 3.2 - Quiet Enjoyment:

Subject to the terms and conditions of this lease, lessee may quietly hold and occupy the premises without any interruption by lessor or persons claiming through or under the lessor, so long as the lessee is not in default. There shall be no Gambling allowed on the premises. There shall be no tolerance for the sale of narcotics on the premises.

ARTICLE IV MUTUAL COVENANTS

Section 4.0 Mechanics Liens:

Lessee shall not permit or perform any act, nor is authorized to make any contract which may create or be the foundation for any lien upon an interest of lessor. If, because of any act or omission of lessee, any mechanics or other lien, charge or order for the payment of money shall be filed against lessor, lessee shall at its own cost and expense, cause the same to be discharged or record, bonded or transferred to other security as provided by Florida Statutes as to free title to the premises and any alleged claim of lien within ten (10) days after notice to lessee of the filing thereof. Lessor shall have the option of discharging or bonding any such lien, charge, or encumbrance, by payment or otherwise, and lessee agrees to reimburse lessor for all costs, expenses and other sums of money in connection therewith as Additional Rent with interest at the rate of eighteen percent (18%) per annum promptly upon demand.

Sections 4.1 - Notices:

Any notice required or permitted under this lease shall be in writing and shall be deemed given if delivered to lessor at the place designated for the payment of rent, if such notice is to lessor, and if delivered to the premises, if such notice is to lessee.

Section 4.2 Removal of Fixtures:

Lessee shall have the right to install office furniture, fixtures and equipment necessary or convenient to the use permitted under this lease, all of which shall remain the property of lessee and which may be removed by lessee at the end of the term provided that lessee is not in default. If any damage results to the leased premises by reason of installation or removal of such furniture, lessee shall repair the same at its own expense prior to the expiration of the lease. In the event that lessor consents to any alterations, additions and improvements to the premises, then all such alterations, additions and improvements shall immediately become and remain part of the real property of lessor.

Section 4.3 - Force Majeure:

The term "Force Majeure" as used in this lease shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars terrorism or bioterrorism, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities which causes are beyond the control of the party required to perform.

Section 4.4 - Hazard Insurance:

Lessor shall carry fire and extended coverage insurance on the premises and the building. Such may be effected by a blanket policy or policies of insurance. Should lessee engage in any activity which causes an increase in the coverage cost to lessor, lessee will pay the cost of said increase to lessor within thirty (30) days after demand. Lessor reserves the right at any time and from time to time to change the insurance company, and such change will not relieve lessee of

any obligation under this lease. Lessee shall provide its own insurance against any damage to lessee's fixtures, equipment, or other property of lessee and against water damage, vandalism, malicious mischief, or other cause. Lessor shall have no responsibility for such insurance. Lessor shall have no liability of any nature for property damage to lessee's or any other parties' personal property or fixtures arising from any cause whatsoever including theft, vandalism or casualty.

Section 4.5 - Signs:

Lessee is responsible for the installation and procurement, payment of their respective sign above their respective space as designated by lessor. Lessee shall not affix, paint, erect or inscribe any sign, projection awning, signal or advertisement of any kind without the lessor's permission. In the event of violation of the foregoing lessor may at his sole option treat such violation as an event of default hereunder. Lessor may remove such lettering without any liability and may charge the expense incurred by such removal to the lessee.

Section 4.6 - Entire Agreement:

This lease contains the entire agreement between the parties with respect to the premises. No modification hereof shall be effective unless in writing and signed by both parties.

Section 4.7 - Default:

If any one or more of the following events shall happen:

- (a) Default shall occur in the payment of any rents herein reserved upon the date the same become due and payable and such default continues for a period of three (3) days after written notice thereof from lessor to lessee.
- (b) Default shall be made by lessee in the performance of or compliance with any of the tenants, agreements, terms or conditions contained in this lease other than those referred in subsection (a) and such default shall continue for a period of seven (7) days after written notice thereof from lessor to lessee.
- (c) If lessee shall : (i) generally not pay its debts as they come due, (ii) admit in writing its inability to pay its debts, (iii) make a general assignment for the benefit of creditors, (iv) commence any case, proceeding or other action, seeking any reorganization, liquidation, dissolution or similar relief under the bankruptcy laws, (v) seek or consent to the appointment of trustee, receiver, or other similar official for lessee, or (vi) take any corporate action to authorize any of the actions set forth in iv.
- (d) If lessee interest in the premises shall be seized under any levy, execution, or attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or if lessee interest in the premises is sold by judicial sale.

Then in any such event, lessor may at any time thereafter terminate this lease and pursuant to judicial process retake possession, or pursue any remedy afforded by law providing such default goes uncured. Any such termination shall apply to any extension or renewal of the term herein demised, and to any right or option. Lessor shall have the option to declare immediately due and payable the entire Base Rent and Additional Rent hereunder to be paid during the term of this lease and such shall then become immediately due and payable, including all applicable sale tax.

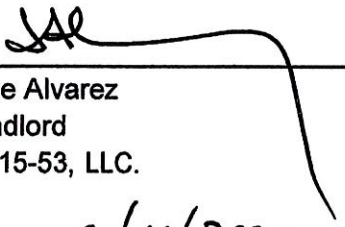
Section 4.8 - Radon Gas Disclosure Statement:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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Executed by the parties:


LESSOR



Jose Alvarez
Landlord
13715-53, LLC.

Date: 6/11/2021


ATTEST:


E-SIGNED by Vanessa Joseph
on 2021-06-15 20:02:23 GMT

Vanessa Joseph
City Clerk

Date: June 15, 2021


CITY OF NORTH MIAMI


E-SIGNED by Theresa Therilus
on 2021-06-15 19:19:03 GMT

Theresa Therilus, Esq.
City Manager

Date: June 15, 2021

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


E-SIGNED by Jeff Cazeau
on 2021-06-15 14:57:42 GMT

Jeff P. H. Cazeau
City Attorney

Date: June 15, 2021