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NMCRA EMERGENCY RELIEF TO RE-OPEN BUSINESS GRANT PROGRAM

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of ____June 9__, 2020, by and between the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA"), having an address at 12330 N.E. 8th Street, North Miami, Florida 33161, and **Cut Master's Unisex Salon, LLC.**, a Florida Limited Liability Company (the "Grantee") having an address at 12940 West Dixie Highway, North Miami, FL 33161.

RECITALS

1. The CRA has approved an award to the Grantee of an Emergency Relief to Re-Open Business Grant in the amount of Five Thousand ($5,000) (the "Grant") to be utilized in accordance with the terms and conditions of this Agreement and the Program Guidelines promulgated by the CRA.

2. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Program Guidelines. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Disbursement of Grant. Simultaneously upon the full execution and delivery of this Agreement, the CRA shall disburse the Grant to the Grantee. The Grantee agrees to use the Grant solely for the purposes set forth in the Program Guidelines subject to and in accordance with this Agreement. Grantee shall provide the CRA with copies of any and all documentation required by the Program Guidelines and otherwise requested by the CRA from time to time. If SBA/PPP/EIDL funds are received within 30 days from receipt of CRA funds, grantee agrees to reimburse the NMCRA the full grant amount.

Section 3 Records, Audits, Monitoring and Review. The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Grant. Grantee shall provide bank statements for the following 60 days after receipt of funds. Upon the request of the CRA, all such books and records of the Grantee which relate to the Grant shall be available for inspection, audit and copy by the CRA or any of its authorized representative's at all reasonable times during normal business hours. The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following Final Completion.

Section 4. Breach of Agreement; Remedies.

4.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) the Grantee fails to submit or submits incorrect or incomplete documents required by the Program Guidelines, (c) the Grantee discriminates in violation of any applicable local law; (d) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (e) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; and/or (f) Grantee defaults in its obligations under any other agreements entered into between the CRA and/or the City of North Miami and Grantee.

4.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 4.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the

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CRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement by all available legal means including, but not limited to sending the matter to a private collection agency; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

Section 5. **Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and its Board Members, employees, attorneys and agents the from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and its Board Members, employees, attorneys and agents may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the acts or omission of Grantee or its employees, agents, servants, partners, principals, or subcontractors.

Section 6. **Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service at the address in the preamble above. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received.

Section 7. **Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 8. **Miscellaneous.**

8.1 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations.

8.3 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement shall only be valid if in writing, and signed by the CRA and the Grantee.

8.5 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

8.6 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.8 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

8.9 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

8.10 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

8.11 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

Cut Master's Unisex Salon, LLC.
a Florida Limited Liability Company

By: _____
Name: ELISEE SAINT FIEUR
Title: PRESIDENT

CRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

DocuSigned by:
By: Rasha Cameau
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Rasha Cameau
Executive Director

Attest:

DocuSigned by:
By: _____
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Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

DocuSigned by:
By: Steven W. Zelkowitz
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Fox Rothschild LLP
CRA Attorney