

**LEASE AGREEMENT BETWEEN
CITY OF LAUDERHILL
AND
COLLINS INTERNATIONAL, INC.**

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 2021, by and between the CITY OF LAUDERHILL, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313, hereinafter referred to as “CITY” and COLLINS INTERNATIONAL, INC., with the mailing address of 1160 N.W. 21st Terrace, Miami, Florida 33127, hereinafter referred to as “OWNER”.

WITNESSETH:

WHEREAS COLLINS INTERNATIONAL, INC. is the is the owner of the property located at 1601 N.W. 31st Avenue, Lauderhill, Florida 33311, Folio Numbers 494231000080 and 494231000213 (“Subject Property”); and

WHEREAS, the Subject Property includes a parking lot, generally located at the northwest corner of N.W. 31st Avenue and N.W. 16th Avenue, adjacent to James Bradley Park, as identified in the aerial image attached as Exhibit A (herein “Leased Area”); and

WHEREAS, the CITY is currently in the process of construction of West Ken Lark Park; and

WHEREAS, the CITY is in need of parking for use by CITY staff and the public while the West Ken Lark Park is under construction; and

WHEREAS the OWNER has agreed to lease the Parking Lot (“Leased Area”) to the CITY during construction; and

WHEREAS, the CITY, at its own cost and expense, will remain responsible for cleaning and maintaining the Leased Area during the term of the lease to substantially the pre-lease condition, subject to normal wear and tear; and

NOW THEREFORE, be it agreed by and between the parties for good and valuable consideration as well as the mutual covenants between the parties as follows:

1. OWNER grants and leases the Leased Area to the CITY, as specifically identified in Exhibit A, for access and parking of vehicles during construction. In addition, OWNER grants the CITY the right to have additional parking access in additional areas of the property for special events/meeting on an as needed basis, to be coordinated with OWNER in advance.
2. CITY shall, at its own cost and expense, clean and maintain the Leased Area to substantially the pre-lease condition, subject to normal wear and tear.

3. CITY shall pay OWNER One Thousand Dollars (\$1,000.00) at the time of signing the agreement for use of the Leased Area for a period of six (6) months, which shall be paid in one lump sum. If the agreement needs to be extended beyond the initial six (6) month term, and if the parties agree to such extension, then the rate would be One Hundred and Sixty Seven Dollars (\$167.00) per month for any additional month(s), to be paid monthly.
4. Term: This Lease shall be for an Initial Term of six (6) months commencing upon the date of execution below. After expiration of the Initial Term, the CITY shall have the option to renew the Lease upon the same terms and conditions on a month-to-month basis if construction is still not completed, subject to OWNER's approval for up to an additional six (6) months. The CITY shall provide written notice to OWNER of its intent to extend beyond the Initial Term to a month-to-month lease term not less than thirty (30) days prior to the expiration of the lease term.
5. During the term of this Lease, the CITY shall be responsible for cleaning, upkeep, and maintenance of the Leased Area and agrees to maintain the Leased Area in good condition and repair, subject to normal wear and tear.
6. The CITY agrees that no trucks that are classified as "one-ton", or having a payload capacity larger than one-ton, boat trailers, large generators exceeding a height of seven (7) feet from the ground, heavy duty equipment, including but not limited to, dump trucks, garbage and/or recycling trucks, street sweepers, cranes, excavators, front loaders, and/or other similar construction equipment, will be stored, parked and/or driven in the Leased Area.
7. The Agreement constitutes the full and complete agreement between the parties regarding its subject matter and supersedes all earlier and simultaneous agreements, oral or written, regarding the subject matter. This Agreement is the joint product of the respective parties and, in the event of a dispute, may not be more strictly construed against any party. If any provisions under the Contract or this Addendum become illegal, null or void for any reason, the remaining portions shall remain in full force and effect.
8. Assignment: The OWNER has no authority to assign this Agreement, and the CITY has no authority to assign any portion of the Lease Area, unless both parties agree otherwise in advance in writing.
9. Venue: The Agreement shall be subject to and construed in accordance with the laws of the State of Florida. In the event any litigation is pursued to enforce the provisions of the Contract and/or this Addendum, venue shall lie in Broward County, Florida.
10. Notice: Any Notice or demand which must be given in writing shall be sent or hand-delivered to the following addresses:

CITY: Desorae Giles-Smith
City Manager
5581 West Oakland Park Blvd., Suite 101
Lauderhill, FL 33313

OWNER: John Collins
Collins International, Inc.
1160 N.W. 21st Terrace
Miami, FL 33127

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall be for the benefit of all persons released hereunder, and each such person shall have the right individually to enforce the provisions of this Agreement regardless of whether any action for such enforcement shall be taken by any other party to this Agreement or by any other party released hereunder. Should it be necessary for any party to enforce the terms of this Agreement, the prevailing party in any action, shall be entitled to prevailing party attorneys' fees and costs at arbitration, trial and appellate court levels. Each party shall be responsible for attorneys' fees and costs incurred in connection with this Agreement and its subject matter.
12. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this agreement and transmitted by facsimile or scan shall have the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first written above.

FOR CITY

CITY OF LAUDERHILL, FLORIDA, a
municipal corporation of the State of Florida

DESORAE GILES-SMITH, City Manager

APPROVED AS TO FORM & LEGALITY

W. EARL HALL, City Attorney

FOR COLLINS INTERATIONAL, INC.

COLLINS INTERNATIONAL, INC.

By: _____
John Collins, Owner

Attest/Witness:
