

## Section Nine: Rentals & Leases

### 602. RENTAL OF SPACE (A) (C) (D) (I)

#### **Office Space in 1001, 1007 & 1015 Maritime Administration Building - Floors 1, 2, & 3**

\$25.00\* per square foot, per year which includes air conditioning, lights, electricity, and with or without janitorial services. Either five-year lease, annual lease or month-to-month rental.

#### **Office Space in 1007 Maritime Administration Building - Floors 4 and 5**

\$27.00\* per square foot, per year which includes air conditioning, lights, electricity, and with or without janitorial services. Either five-year lease, annual lease or month-to-month rental.

#### **Office Space in 1020 Port Boulevard**

\$25.00\* per square foot, per year which includes air conditioning, lights, electricity, and with or without janitorial services. Either five-year lease, annual lease or month-to-month rental.

#### **Retail Space, General**

\$32.00 per square foot, per year which includes air conditioning, lights, electricity, excluding janitorial services. Either five years, annual lease or month-to-month rental.

#### **Retail Space, Passenger Terminals**

\$28.84 per square foot, per year, which includes air conditioning, lights, electricity, excluding janitorial services. Either five-year lease, annual lease or month-to-month rental.

#### **Office Space Passenger Terminals B through J, & Floor Open Space in all Terminals B-J**

\$25.00\* per square foot, per year which includes air conditioning, lights, electricity, and with or without janitorial services. Either five-year lease, annual lease or month-to-month rental.

#### **Modular Office Space**

\$18.00\* per square foot, per year which includes air conditioning, lights, electricity, and with or without janitorial services. Either five-year lease, annual lease or month-to-month rental.

\*Note: Deduct \$1.00 per square foot for janitorial, if not included.

#### **Trailer Office Space**

The greater of (a) \$30 per square foot per year, plus the cost of all utilities (including, without limitation, all costs, fees, charges, sur-charges, connection fees, and taxes charged for, arising from, or associated with the provision of water, electric, phone, internet, cable, and/or sewer holding tanks), plus the cost of custodial services or (b) the actual trailer rental cost per square foot per year, plus the costs of all utilities (including, without limitation, all costs, fees, charges, sur-charges, connection fees, and taxes charged for, arising from, or associated with the provision of water, electric, phone, internet, cable, and/or sewer/holding tanks), plus the cost of custodial services.

The above set forth office trailer space square footage rates and utility charges are based on the anticipated installation of office trailers under the east side of the Port's non-bascule bridge. In the event the Port elects to place and install office trailers at other Port locations, where the Port's installation and other costs may vary, the Port Director may adjust such office trailer square footage rates in his/her discretion, up or down, to account for such potential Port cost differentials should they arise.

Fee for Janitorial Services: \$1.00 per square foot

The Lessee, at its sole cost and expense, shall be liable and responsible for installing, paying for, and maintaining phone line, internet, cable, security, and video surveillance services.

When, because of operational requirements, the Port infringes on the continued and uninterrupted use of a tenant's leased property, the Port may consider and apply rent abatement credits commensurate with the tenant's petition as validated and recommended by the Port's property management division and approved by the Port Director.

**Warehouse Space**

\$6.18 – 12.36\*\* per square foot per year which does not include air conditioning, lights, electricity, or janitorial services. Either five-year lease, annual lease or month-to-month rental.

Exact rate shall be determined by the Port Director based on criteria including, but not limited to, access to street, location, condition of area, and other revenue contributions to the Port by lessee from any other Port operations.

\*\*Any related rate adjustment as determined by the Port Director will be in addition to rental charges.

All lessees shall be required to enter into a lease agreement, in addition to applying for a PortMiami Business Permit as stipulated in Section 714 of this Tariff.

**Telecommunications Antennas**

All lessees shall be required to enter into a lease agreement, in addition to applying for a PortMiami Business Permit as stipulated in Section 714 of this Tariff.

**Wall-mounted Telecommunications Antennas**

The per annum fixed rate for space for wall-mounted telecommunications antennas and support equipment, on a year-to-year basis, shall be not less than \$40,000.00 and based on the following schedule:

Category	Antennas	Support Equipment	Rate per Year
1	One (1) or any array of not more than three (3) wall-mounted antennas encompassing not more than seven (7) linear feet between each antenna.	Equipment required for initial setup to support antenna(s), not exceeding the following: electric panel, electric meter, transformer, stand-alone air conditioning unit, disconnect switch, antenna receiver unit, and cabling.	\$50,000.00
2	One (1) to not more than an array of three (3) additional wall-mounted antennas encompassing a span of not more than seven (7) linear feet between each antenna.	Except for required cabling, this schedule does not provide for any additional support equipment.	\$10,000.00
3	This schedule does not provide for any antennas.	Additional support equipment but less than that required for an initial setup.	\$10,000.00

**Wall-mounted Radio/Data Antenna for Port Users**

The annum fixed rate for space for one wall-mounted radio/data antenna and supporting equipment, on a year-to-year basis, shall be \$3,000. This rate applies for Port users that require an antenna in order to conduct business at the Port.

- Support equipment (each component thereof) will be of reasonable and customary dimensions subject to the approval of the Port Director.
- Cabling includes coaxial cable, electric wiring, and associated conduit and bracketing required to connect antenna(s) to support equipment, support equipment to each other, and from support equipment to power source.
- Vendor will pay for electric utility use separate from antenna lease rate.



- Vendor will be responsible for all installation, to include the installation of an electric meter, maintenance, repair, and replacement.
- Under Schedule 3, should the Port Director deem the additional equipment to be equal to an initial set-up as provided for in Schedule 1, a Schedule 1 rate will be assessed.
- Installation and use of any antenna(s) and/or support equipment shall not interfere with the operation of another vendor's or the Port's antennas and/or support equipment or any other operational system, and it will comply with all applicable laws, including all zoning codes and requirements of the Miami-Dade County Code; Ordinance No. 01-157; South Florida Building Code; Miami-Dade County Information Technology Department; Federal Communications Commission; National Council on Radiation Protection and Measurement; Institute of Electrical and Electric Engineers; and American National Standards Institute.

**Pole Mounted Telecommunication Antennas**

The per annum fixed rate per space for pole-mounted telecommunications antennas and support equipment, on a year-to-year basis, shall be \$80,000.00 per pole, including supporting equipment.

TEMPORARY AND/OR MOBILE STRUCTURES in any area will be leased on a non-exclusive basis at rates as determined by the Port Director in conformity with, among other things, appraisal rates. Utilities and/or janitorial charges to be assessed as determined by the Port Director.

**Antennas Review and Assessment**

New poles, new infrastructure and any modifications shall require an assessment of the site and an administrative review by the Seaport.

Antenna Modification Review Fee ..... \$1,500 (Per Modification)

**604. OPEN GROUND LEASES (A) (C) (D)**

Open ground storage area rented monthly or annually for Port related use on a non-exclusive basis will be leased at the rates listed below.

Open Ground Non-Waterfront (non-containerized).....	\$ 5.41 per sq. ft./per year
Open Ground Waterfront (non-containerized).....	\$ 7.47 per sq. ft./per year
Open Ground Retail Space.....	\$15.45 per sq. ft./per year
Open Ground Trailers with pre-existing hook-up.....	\$9.79 per sq. ft./per year

Open Ground (non-containerized) land used for stevedoring maintenance and repair of heavy equipment (including, but not limited to, top loaders, mules, forklifts, containers, etc.). Storage of full containers is not permitted.....\$2.02 per sq ft/ per year

Such leases, whether annual or month-to-month, do not provide for electricity, water, sewer, phone or internet service, landscaping, maintenance, housekeeping, fencing, security, paving, asphalt repairs, or other repairs. All such services, utilities, maintenance, and repairs shall be the sole responsibility of the tenant at the tenant's expense.

(Rate discount not applicable to this category)

For not-for-profit/government entities or other entities that provide support functions or services deemed beneficial to Port operations, as determined by the Port Director, the Port Director may reduce lease rates by no more than 25% of the applicable open ground rate.

Such leases whether five year, annual or month-to-month do not provide for electricity, water, sewer, landscaping, maintenance, housekeeping, fencing, paving or asphalt repairs.

To fulfill Port operational needs and requirements, the Port reserves the right to occasionally berth vessels at bays 54 through 65 for such periods as may be deemed necessary by the Port Director. Lessee, at its sole cost and expense, shall be liable and responsible for all expenses incurred to clear the required space and relocate equipment back to the leased property. Rent abatement credits may be considered at the Port Director's discretion when tenant's equipment is moved off Port due to the unavailability of any temporary alternate location on the Port.

All lessees shall be required to enter into a lease agreement, in addition to applying for a PortMiami Business Permit as stipulated in Section 714 of this Tariff.

#### **605. INSIDE FENCING**

All fencing inside transit sheds warehouses and passenger terminals must be authorized by the Port Director. All original fencing or subsequent modifications will be installed at the expense of the applicable Port user. After installation, the fencing becomes the property of the Seaport Department of Miami-Dade County (Port of Miami-Dade).

#### **606. OTHER**

Port tenants not directly involved in the transportation of passengers or cargo from Port of Miami-Dade facilities may be assessed an additional rental charge based on a percentage of their annual gross revenue, as determined by the Port Director, in addition to the charges in Item 602 or 604 above. Such charge shall not exceed 40% of the affected tenant's annual gross revenue. Annual gross revenue shall include all revenue derived from the sale of merchandise or services at the leased premises, exclusive of any Florida State Sales Tax collected from customers.

#### **607. LEASE DOCUMENTS LATE FEE**

Lease documents not returned within the timeframe requested by the Port in writing will be subject to a late fee of \$500.00- or one-month's rent, whichever is greater (i.e. lease agreement, affidavit, payment guarantee, insurance certificates, etc.). If documents are not returned within 30 days of non-compliance,

lease agreement will be terminated.

**608. LEASE PERMITS AND LICENSES**

In addition to the Certificate of Use and Occupancy required prior to commencement of operations, the Lessee, at its sole cost and expense, shall be liable and responsible for obtaining, paying and maintaining a current Fire/Life Safety Operating Permit in compliance with Miami-Dade County Code, Article III, Section 14-53.

**609. LEASE ENVIRONMENTAL PROTECTION AND INDEMNITIES**

The Lessee shall be solely responsible for all costs and expenses which arise out of environmental contamination for which County may be held liable caused by the Lessee, the Lessee's agents, employees, contractors, or invitees during any prior or current tenancy or occupancy of the Premises or any portion thereof.