

LEASE AGREEMENT FOR THE OPERATION OF ADVERTISING MURALS

Contract No. RFP-01409

THIS LEASE AGREEMENT ("Lease") is being entered into and made effective this 01 day of December, 2020 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "Landlord"), and OUTFRONT Media Miami, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, having its principal office at 8530 NW 23rd Street, Doral, FL, 33122(hereinafter referred to as the "Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, mural space as shown on the attached Exhibit A (the Premises), for the terms described below.

WITNESSETH:

WHEREAS, the Landlord owns the Central Support Facility (the "CSF") for the use by patrons, tenants, employees and visitors, and which facility is are managed and administered for the Landlord by its Director of the Internal Services Department (the "Department"), or designee; and

WHEREAS, the Tenant has offered to lease and operate the South Façade of the CSF (the "Premises") to install and maintain an advertising mural structure, having the ability to regularly install advertising murals (the "Mural") in a manner that shall conform to the Scope of Services (see Exhibit B); and in the Landlord's Request for Proposals (RFP) No. RFP-01409, including any and all associated addenda and attachments, incorporated therein by reference; and the requirements of this Lease Agreement; and

WHEREAS, the Tenant has submitted a written proposal dated June 30, 2020, hereinafter referred to as the "Tenant Proposal" which is incorporated by reference herein; and

WHEREAS, the Tenant's Proposal was determined recommended as being in the best interest of the County, and formed the basis of this Lease. Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Definitions

The following words and expressions used in this Lease shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) Any mention in this Lease of a period of days for the performance or observance of any duty, obligation, and/or covenant shall mean calendar days.
- b) The words "directed," "required," "permitted," "ordered," "designated," "selected," "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Landlord's Project Manager, and similarly the words "approved," "acceptable," "satisfactory," "equal," "necessary," or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Landlord's Project Manager.
- c) Any mention in this Lease as to Landlord, shall mean, Miami-Dade County, a political subdivision of the State of Florida, whose primary address is 111 N.W. 1st Street, Miami, Florida 33128.
- d) The word "Lease" shall mean this document and include the Scope of Services (see Exhibit B), pursuant to the solicitation issued by the Landlord, which the Tenant submitted a proposal in response to (RFP No. 01409), including, but not limited to, any and all associated addenda and attachments, the Tenant's proposal, and all other attachments hereto and all amendments issued hereto.

- e) The word "Effective Date" shall be on the date the Landlord countersigns this Lease, after approval by the Miami-Dade County Board of County Commissioners ("Board"), following ten (10) days after the date of its adoption by the Board, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Board. The date on which this Lease becomes effective as provided herein is called the "Effective Date".
- f) The words "Lease Year" shall mean each twelve (12) month period starting from the Effective Date. The first Lease Year shall commence immediately upon the Effective Date. Each new Lease Year begins on the anniversary of the Effective Date.
- g) The word "Mural" to mean painting or artistic work, including collage effects, composed of pictures or arrangements of color which may have a limited commercial sponsorship message, advertises a commercial product and which is projected onto or attached to a building or a wall.
- h) The words "Mural Permit," "Mural Permit Holder," or "Permit Holder" shall have the same meanings as in Article XIII of the Charter and Code of the City of Miami, related to Zoning Approval for temporary Occupancies (specifically, Sections 62-601 through 62-618).
- i) The word "Premises" shall mean the exterior surface of the south façade of the Central Support Facility, located at 50 N.W. 2 Avenue, Miami, Florida 33128.
- j) The words "Project Manager" to mean Miami Dade County's Internal Services Department.
- k) The word "Rent" shall mean the amount payable by the Tenant to the Landlord for the lease of the Premises, and such amount shall be paid to the Landlord annually, in twelve (12) equal monthly installments, as indicated in Section 9 of this Lease, which also includes the Rent escalation.
- l) The words "Scope of Services" to mean the document attached hereto as Exhibit B, which details the work to be performed by the Tenant.
- m) The word "Subcontractor" or "Subcontractors" to mean any person, entity, firm or corporation, other than the employees of the Tenant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Tenant and whether or not in privity with the Landlord under this Lease.
- n) The words "Work," "Services", or "Project" to mean all documentation and any items of any nature submitted by the Tenant to the Project Manager for review and approval pursuant to the terms of this Lease, and all matters and things required to be done by the Tenant in accordance with the provisions of the Scope of Services and/or this Lease.
- o) The words "CSF" shall mean the Central Support Facility.

2. Use of Leased Premises and Limitations on Use

Subject to Tenant's right to use the Premises for the purposes specified in this Lease.

- A. The Premises shall be used by Tenant for the installation and maintenance of Murals, for the advertising of a product(s) and or a service(s), and to carry further out the requirements found in Exhibit B, Scope of Services. Upon expiration of this Lease, any and all improvements, additions, alterations or other changes made by or for the Tenant, to the Premises, shall become and remain the property of Landlord, without any compensation or payment to the Tenant, except if Landlord determines that it does not want the improvements, then in such instance, the Tenant shall immediately, without any cost or expense to the Landlord, remove such improvements before it vacates the Premises. The Tenant shall not use or occupy the Premises for any unlawful purposes or in any manner that will cause waste, nuisance, or unreasonable annoyance to the Landlord or other occupants of the CSF building.

Tenant shall use the Premises for the purposes stated herein and for no other purpose whatsoever. Tenant shall not use the Premises for any illegal purposes, nor violate any statute or regulation, rule or order of any governmental body in its use thereof, an neither create, nor allow to exist, any nuisance or trespasses, nor do any act on or about the Premises or bring anything onto or into the Premises which will in any way increase the rate of insurance in the Premises or negatively

impact the building façade (i.e.: destroy or mar the appearance of).

- B. The Tenant shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. In order to minimize chances of abuse, the appearance of favoritism and the risk of imposing upon a captive audience, the advertising for the following content, products and services is not allowed:
- 1) Political or political campaign advertising/marketing.
 - 2) Advertising/marketing promoting the sale of alcohol, tobacco, or electronic cigarette.
 - 3) Advertising/marketing that is clearly defamatory or likely to hold up to scorn or ridicule any person or group of persons.
 - 4) Advertising/marketing that is obscene or pornographic; or in advocacy of imminent lawlessness or unlawful violent action.
 - 5) Advertising containing the words "STOP", "LOOK", "DRIVE IN", "DANGER", "ANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
 - 6) Advertising that contains material that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes; including material that is immoral, lascivious or obscene as defined in S.847.001 (Obscenity) of the Florida Statutes.
- C. The Landlord's written approval is required prior to any installation and/or use of the Premises, which may disapprove any such items at any time, at its sole discretion. All text and display graphics shall be submitted in writing to the County for approval no less than seven (7) business days in advance of the scheduled mural installation date. The Landlord shall use reasonable good faith efforts to provide a response to the Tenant's request; whether permitting of the use of Premises, or disapproving the request. All installation and use of the Premises shall be accomplished in accordance with the City of Miami and Miami-Dade County permitting requirements, any all other applicable federal law, state law, city code, county code, and any and all other state or local rules and regulations. The Tenant agrees that neither the Tenant, nor any of its employees, vendors, agents, and/or contractors shall perform any improvements to the Premises, including but not limited to commencing with any additions, alterations, construction work, or any initial partition or installation work, without the prior written approval of Landlord and securing any and all requisite insurance, as required under this Lease. The Tenant shall comply with any and all of the Landlord's rules and regulations regarding when and/or how to commence and conclude any construction and/or installation work necessary for the improvements, including but not limited to bringing any construction material and equipment, the time when such work is permitted, the removal of all unused construction materials, equipment, shipping containers, packaging and debris from the Premises. The Tenant shall be solely responsible for the immediate removal of any and all packaging and waste; and at no time during the construction or installation period for any improvements shall the Tenant, or any of the Tenant's employees, agents, vendors, contractors, and/or Subcontractors, use the trash receptacle belonging to the Premises for trash removal.
- D. The Tenant acknowledges and agrees that the Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's personal property, including but not limited to, decorations, installation equipment, Mural(s), and/or lighting made prior to, or subsequent to, the commencement of any improvements to the Premises, unless caused by the gross negligence of Landlord, or any of its employees, agents, vendors, contractors, or subcontractors.
- E. Notwithstanding the Tenant's right to use the Premises for the purposes specified in this Lease, Tenant shall not suffer or permit the Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the CSF building structure or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the CSF building structure; (v) materially impair or interfere with the regular operations of the CSF building; (vi) impair or interfere with the physical convenience of any of the occupants of the CSF; or (vii) impair any of the Tenant's other obligations under this Lease. In the event that the Tenant is notified of any violation of codes, ordinances, or regulations not attributable to the Landlord's work or actions, either by the local municipal authorities or by some other jurisdictional entity or agency, the Tenant shall correct such violations within three (3) days' notice.

F. The Tenant understands and agrees that (i) the Premises will not accommodate free-standing structures, and this Lease is strictly limited to building-mounted wall murals; (ii) pursuant to local zoning ordinances, direct or implied; (iii) advertising of tobacco products is strictly prohibited; and (iv) political messages, such as campaigning, as well as obscene or offensive material is also prohibited.

3. Operations

Tenant shall continuously and uninterruptedly, install, maintain and operate the Mural on the Premises. The Tenant agrees that it shall maintain the Premises in a clean and graffiti-free condition throughout the term of this Lease.

4. Governmental Approvals

If any governmental license or permit, including, but not limited addition to, the Mural Permit, is required by the City of Miami pursuant to any of its laws, ordinances and/or requirements, as may be amended, including, but not limited to Sections 62-601 through 62-618 of the Code of the City of Miami, and shall be required for the proper and lawful conduct of Tenant's business regarding the use of the in the Premises, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the Landlord, and/or the use of the Premises, the Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit, without demand, the same to inspection by the Landlord.

Tenant shall at all times comply with the terms and conditions of any and all each license and/or permit. Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations, and requirements of any applicable federal, state, county and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own expense. During the term of this Lease, if any governmental agency, municipality, utility company, including but not limited to the Miami-Dade County Department of Regulatory and Economic Resources, requires changes to the Premises or to any of the facilities or systems (including but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels and/or ADA accessibility) as a result of the Work and/or this Lease, the Tenant hereby agrees that it shall make such changes at its sole costs and expense. If any third party, including but not limited to, utility companies, municipalities, and/or contractors cause damage to the Premises, the Tenant shall be responsible, at its sole expense and cost, for the repair of such damage.

The Tenant further acknowledges and agrees that if any present or future law, ordinance, regulation or order requires any type of use and/or occupancy permit, from, or for, the Tenant, for the use and/or occupancy of the Premises, by the Tenant, that the Tenant will obtain such use and/or occupancy permit at the Tenant's sole cost and expense prior to the Tenant operating its business in relationship to the Premises.

Non-exclusivity. This Lease is non-exclusive in character and in no way prevents the Landlord from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the Landlord or from authorizing other unrelated concession services within the CSF. The Tenant shall have no rights to any other location that may be made available by the Landlord.

5. Order of Precedence

If there is a conflict between or among the provisions of this Lease, the order of precedence is as follows: 1) these terms and conditions, 2) Scope of Services (see Exhibit B), 3) Miami-Dade County's RFP No. 01409 and any associated addenda and attachments thereof, and 4) the Tenant's proposal. Parties agree that this Lease shall be governed by the laws of the State of Florida, and that venue for any dispute (s) arising out of this Lease shall be in the County of Miami-Dade.

6. Premises Description

The CSF building is located at 50 N.W. 2 Avenue, Miami, Florida, 33128. Premises is approximately 40' H by 80'W, facing the south bound traffic of Interstate 95 as shown on Exhibit A, attached hereto and incorporated herein by reference. The Landlord does not grant to the Tenant any easement for natural light, air space, or view; and no such easement is implied by this Lease. Further, the Tenant agrees that any reduction or elimination of Tenant's natural light and/or air space will not affect this Lease.

Tenant hereby acknowledges and agrees that in entering into this Lease, after conducting its own inspection of the Premises, and based upon its own judgment, and its desirability for the use of the Premises, the Tenant has independently concluded that it desires to utilize the Premises and the Premises is suitable for its purpose. The Tenant further acknowledges and agrees that it has not been governed or influenced by any representative of the Landlord as to the condition or character of the Premises, or area or neighborhood in which the Premises is located. The Tenant further hereby acknowledges and agrees that the Landlord has not extended or offered any type of warranty as to the condition and/or applicability for use of the Premises by the Tenant. The Landlord specifically denies any type of warranty, implied or otherwise, for the Premises. The Tenant hereby agrees to utilize the Premises in its current "AS-IS" "WHERE-IS" condition, with any and all faults.

7. Nature of the Lease Agreement

- A. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and that this Lease may be modified only by an agreement in writing signed by the Landlord and Tenant. The Tenant hereby acknowledges and agrees that the Tenant has not relied upon any statement, representation, and/or any prior written or contemporaneous oral promises, agreements, or warranties, except such as are expressed herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Lease shall be of no force or effect, and that this Lease may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Tenant shall provide the services set forth in the Scope of Services (see Exhibit B), and render full and prompt cooperation with the Landlord in all aspects described in the Scope of Services performed hereunder.
- C. The Tenant acknowledges that this Lease requires the performance of all things necessary for or incidental to the effective and complete performance of the Scope of Services under this Lease. All things not expressly mentioned in this Lease, but necessary to carrying out its intent, are required by this Lease, and the Tenant shall perform the same as though they were specifically mentioned, described and delineated in this Lease.
- D. The Tenant shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that is necessary for the full and faithful performance of this Lease. All of the Work shall be accomplished at the direction of, and to the satisfaction of, the Project Manager.
- E. The Tenant acknowledges that the Landlord shall be responsible for making all policy decisions regarding the Scope of Services. The Tenant agrees to provide input on policy issues in the form of recommendations. The Tenant agrees to implement any and all changes in providing the Scope of Services hereunder as a result of policy change implemented by the Landlord. The Tenant agrees to act in an expeditious and fiscally sound manner in providing the Landlord with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

8. Term

This Lease shall become effective on the date indicated on the first page hereof and shall continue until the last day of the sixty (60) month ("Expiration Date"). Further, the Landlord reserves the right to exercise its option to extend this Lease for up to an additional one hundred-eighty (180) calendar days beyond the renewal period and will notify the Tenant in writing of the extension. This Lease may be extended beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the Landlord and the Tenant, upon approval by the Board of County Commissioners, provided that the Tenant is in good standing, and has not been in default of any of the terms or conditions of this Lease, during the entire term of this Lease, and Landlord, in its sole discretion, makes a request for an extension of this Lease ("Lease Extension") to the Board of County Commissioners. Tenant may request an extension of this Lease by providing Landlord with a written extension request ("Extension Request") no later than ninety (90) days prior to the expiration of the sixtieth (60th) month. The granting of the Extension Request shall be within the sole discretion and approval of the Landlord.

9. Rent Schedule

The Tenant, in consideration of the use of the Premises does hereby covenant and agree to pay to the Landlord without deduction or set off of any kind the sum of **\$475,000 (plus sales tax)** per annum as **Annual Rent**, hereinafter referred to as "**Rent**," commencing on the Effective Date of the Lease. Tenant hereby agrees to pay to the Landlord the Rent in approximately twelve (12) monthly installments of **\$39,583.33 (plus sales tax)** for the first twelve months of this Lease; paid on the first day of each month without billing, during the term of the Lease Agreement.

Annual Net Revenue shall mean all income actually collected by the Tenant from the sale of advertising on the Premises during a Lease Year, less: (i) any commissions paid by Tenant to advertising agencies, not to exceed 16 2/3%; (ii) any taxes paid or payable by the Tenant in connection with the Premises other than income taxes; (iii) any revenue share, permit fee, copy change fee or other similar payment required to be paid to any governmental authority or agency as a condition of receiving and maintaining all required permits, consents, approvals and other authorizations of any type or nature from the appropriate governmental authorities for use of the Premises to erect and maintain the Sign(s) and to post advertisements thereon (the "Permit"); and (v) the actual cost of production, posting and removal of advertising copy if and only to the extent, not paid by the advertiser.

The **Percentage Rent** (fifty-five 55% percent of the **Annual Net Revenue**) shall be calculated at the end of each Lease Year. In the event that the **Percentage Rent** exceeds the amount of **Annual Rent** for such Lease Year, the Tenant shall pay to the County the difference between the **Percentage Rent** and **Annual Rent** within sixty (60) days after the end of each Lease Year, hereinafter referred to as "True-Up Payment". The **True-Up Payment** shall be accompanied by a full and accurate statement of the **Annual Net Revenue** received by the Tenant and the **Percentage Rent** and **True-Up Payment** calculations for such Lease Year (the "Annual Report"). The statement must be duly certified by an independent Certified Public Accountant. The statement referred herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

Landlord shall have the right to examine Tenant's books and records: such books and records as are necessary to determine the amount of any Percentage Rent payable to the County shall be subject to examination by County or its authorized representatives at reasonable times during Tenant's business hours, in such manner as not to interfere unreasonably with the conduct of Tenant's business. All information obtained by County or its authorized representatives from Tenant's books and records shall be kept confidential by County and all such representatives, except in connection with any mortgage or assignment of this Lease for financing purposes, or if subject to the requirements of Florida Public Records Act.

The acceptance by Landlord of Payment of Percentage Rent or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to examination of Tenant's books and records of its Percentage Rent.

Audit of Tenant's Business Affairs and Records: Landlord shall have the right to cause, upon fourteen (14) days' written notice to Tenant, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Landlord, or the Audit Management Services Department of the County. Tenant shall make all such records available for said examination at Tenant's office within Dade County. If the result of such audit shall show that Tenant's statements of Percentage Rent for any period has been understated, Tenant shall pay Landlord the amount due, and, if such understatement shall exceed three percent (3%) of the amount of Percentage Rent previously paid, pay the cost of such audit in addition to any deficiency payment required, all of which shall be collectible hereunder as Rent. A report of the findings of said accountant shall be binding and conclusive upon Landlord and Tenant. The furnishing by Tenant of any grossly inaccurate statement shall constitute a breach of this Lease.

If Tenant fails to record, maintain, or make available the supporting documentation as specified above, Tenant may be deemed by the County to be in default of this Lease.

Beginning on the first twelve (12) month anniversary of the Effective Date of the Lease and on each succeeding anniversary date hereafter, the Tenant agrees to pay to the Landlord the Annual Rent, plus an escalation of three percent (3%) per annum over the rate charged for the immediately preceding twelve (12) months (plus sales tax) in approximately twelve (12) equal

monthly installments on the first (1st) day of each month, without demand or billing, for the term of the Lease and any renewals or extensions thereof.

10. Security Deposit

The Tenant shall provide a cashier's check or money order for its Security Deposit, in the amount equal to one (1) month's rent, as guarantee for the full and faithful performance by the Tenant of any and all duties and obligations of the Tenant under this Lease, which amount will not be held in a separate account, but rather co-mingled with the other funds of the Landlord, and no interest, of any kind or amount will be paid to the Tenant. Upon execution of this Lease, the Tenant will pay to the Landlord the Security Deposit in the amount of **\$39,583.33**, and at the end of this Lease, the Tenant shall be entitled to receive the full amount of the Security Deposit, without interest, less any amount retained by Landlord due to Tenant's default (after notice and expiration of the applicable cure period) of Tenant's obligations under this Lease.

11. Reimbursement to Landlord for expenses related to Electrical Consumption.

The Tenant shall reimburse the Landlord for actual expenses related to electrical consumption incurred to illuminate the Premises, including, but not limited to the structure to hold and/or maintain any Mural.

12. Sales Tax

The Tenant shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rental payments (currently at the rate of 6.5%) on the amounts payable to the Landlord. This Sales and Use Tax shall be payable to the Landlord, when the Rent payment is due, and the Landlord in turn will remit the same, less authorized handling deductions to the State of Florida.

13. Additional Taxes

If at any time during the term of this Lease, or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise is imposed on the Rent or any personal property belonging to the Tenant, whether or not affixed to the Premises, however described, against the Landlord on account of the rental payment and/or use of the Premises, which may or may not be deemed to constitute real estate taxes on the Premises, shall be the sole responsibility of the Tenant.

14. Taxes on Tenant's Personal Property

Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest and/or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

15. Late Payment Charge

In the event that the Tenant fails to make any of its Rent payments on time (by the first (1st) day of each month), it shall be automatically assessed a late fee of Twenty-five (\$25.00) Dollars per day, starting on the sixth (6th) day of the month (i.e. five (5) day grace period), and continue to accrue until such amount is paid in full, including any outstanding late fees. In the event that the Tenant fails to make any of its other payments to the Landlord on time, by the due date, as required to be paid under the provisions of this Lease, then beginning ten (10) calendar days after such due date, interest at the rate of eighteen (18%) percent per annum shall accrue against all such delinquent payment(s) from the original due date, until the Landlord actually receives payment. The right of the Landlord to require payment of such interest and the obligation of the Tenant to pay same shall be in addition to and not in lieu of the Landlord's rights to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.

16. Application of Payments

Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Rent, whichever is greater and the associated Sales and Use Tax. Any remaining balance in the payment will be applied to any other balance due.

17. Worthless Check or Draft

In the event that the Tenant delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease, the Tenant shall incur and pay a service charge of Fifty (\$50.00) Dollars to the Landlord. This amount will be in addition to any late fees that might apply. For each such dishonored check, such payment is to be made not more than five (5) days

from written notice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the Landlord. A second such occurrence of dishonored check during the lease term will be a breach of contract and, at the Landlord's option, will constitute a default allowing termination.

18. Payment of Rent

The Rent as well as other amounts payable by Tenant to the Landlord, under the terms of this Lease, shall be paid promptly when due, without notice or demand, and without abatement, deduction or set-off. Rent and all other payments provided for in this Lease shall be paid electronically, by ACH payment:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 NW 1st Street, Suite 2460
Miami, Florida 33128
(Rent payments checks shall be made payable to the "Internal Services Department")

19. Notices: Any notices submitted or required by this Lease shall be sent by registered or certified mail, return receipt requested, or by an overnight delivery service, such as FedEx or DHL, or by hand delivery, addressed to the parties as follows, or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the Landlord:

To the Project Manager (to mean the County Mayor or the duly authorized representative designated to manage the Project):

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128
Attn: Division Director

and

Miami-Dade County
Internal Services Department
Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, Florida 33128-1974
Attention: Director

and

Miami-Dade County
County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attn: County Attorney

2. To the Tenant :

OUTFRONT Medial Miami, LLC

8530 NW 23rd Street
Doral, FL, 33122

Attention: Chris Ashley
Phone: 954-971-2995
Email: Chris.Ashley@outfrontmedia.com

If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being constructively received by the recipient.

20. Accord and Satisfaction

No payment by Tenant or receipt by the Landlord of a lesser amount than any payment of Rent, and any additional payment as herein stipulated, shall be deemed to be other than on account of the earliest stipulated Rent due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Rent and/or any additional payment be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent and/or any additional payment or pursue any other remedy provided in this Lease, at law or in equity.

21. Diminution for Landlord's Repair

Except as elsewhere specifically provided in this Lease, there shall be no allowance to Tenant for a diminution of Rent and no liability on the part of the Landlord by reason of inconvenience, annoyance or interference with Tenant's business arising from the Landlord or its agents making any repairs, replacements, alterations, decorations, additions or improvements to the Premises and/or in or to any other portion of the CSF, or in or to any fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Tenant's use of the Premises.

22. Condition of the Premises

As described above in this Lease, the Tenant hereby accepts the Premises in its "As-is" "Where-is" condition, with any and all faults.

The Tenant, at its sole cost, may, on the basis of specifications approved by Landlord, procure and install lights onto the Premises to illuminate the Mural at night.

Tenant shall not place (or cause to be placed) any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the CSF building as determined either by the utility company providing such service or by the Landlord in the exercise of reasonable judgment. Tenant shall make all repairs caused by Tenant's actions and/or negligence and/or the negligence of any of the Tenant's employees, vendors, agents, or any utility provider.

The Tenant agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary required to keep the Premises and any improvements thereto in a state of good repair, and in a safe and clean condition at all times. Landlord shall notify Tenant after discovering any maintenance deficiencies, which Tenant is responsible for maintaining and the Tenant shall make the necessary maintenance repairs within three (3) days after said notice from Landlord.

The Tenant hereby acknowledges and agrees to repair, replace or reimburse the Landlord for any damage or destruction caused by the Tenant and/or by any of its employees, contractors, vendors and/or agents, to the Premises and/or to the CSF facility.

At all times during the term of this Lease, the Mural must be maintained in good condition and appearance.

23. Common Areas:

- A. **Common areas** shall mean all areas, space, equipment and special services provided by the Landlord on or off the land occupied by CSF building, meaning all parking levels, loading areas, as well as access areas located within or about the CSF building, for the common or joint use or benefit of the occupants of the CSF, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed spaces, landscaped and planted areas, and the

equipment and facilities appurtenant to each of the aforesaid. Tenant shall not be obligated to pay any costs, expenses or fee to the Landlord for use of Common areas.

Access to CSF Common areas by the Tenant, its affiliates and/or Subcontractors, is strictly prohibited unless prior written approval is granted by, and arrangements made with, the Landlord.

Utilities. The Tenant, at its sole cost, may, on the basis of specifications approved by Landlord, install lights (for night-illumination of the Mural) on the Premises. Tenant further agrees and understands that the Landlord has caused all necessary utility lines and service to be brought to the Premises. The Tenant shall not place (or cause to place) any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the CSF building as determined either by the utility providing such service or by the Landlord in the exercise of reasonable judgment. Tenant shall make all repairs caused by Tenant's negligence.

- B. **Maintenance.** The Tenant agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary required to keep the Premises and any improvements thereto in a state of good repair, and in a safe and clean condition at all times. Landlord shall notify Tenant after discovering any maintenance deficiencies, which Tenant is responsible for maintaining and Tenant shall make the necessary maintenance repairs within three (3) days after said notice from Landlord.

24. **Subcontractor Relationship**

- A. If the Tenant will cause any part of this Lease to be performed by a Subcontractor, the provisions of this Lease will apply to such Subcontractor and its officer, agents and employees in all respects as if it and they were employees of the Tenant; and the Tenant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Tenant. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Tenant.
- B. The Tenant, before making any subcontract for any portion of the services, will state in writing to the Landlord the name of the proposed Subcontractor, the portion of the Work, which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Landlord may require. The Landlord will have the right to require the Tenant not to award any subcontract to a person, firm or corporation disapproved by the Landlord.
- C. Before entering into any subcontract hereunder, the Tenant will inform the Subcontractor fully and completely of all provisions and requirements of this Lease relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Lease.
- D. In order to qualify as a Subcontractor satisfactory to the Landlord, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Landlord that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Landlord that it has satisfactorily performed services of the same general type which is required to be performed under this Lease.
- E. The Landlord shall have the right to withdraw its consent to a subcontract if it appears to the Landlord that the subcontract will delay, prevent, or otherwise impair the performance of the Tenant's obligations under this Lease. All Subcontractors are required to protect the confidentiality of the Landlord and the Landlord's proprietary and confidential information. Tenant shall furnish to the Landlord copies of all subcontracts between Tenant and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Landlord permitting the Landlord to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the Landlord finds the Tenant in breach of its obligations, the option to the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Landlord to any subcontractor hereunder as more fully described herein.

25. Assumptions, Parameters, Projections, Estimates and Explanations

The Tenant understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Landlord were provided to the Tenant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Landlord makes no representations or guarantees; and the Landlord shall not be responsible for the accuracy of the assumptions presented; and the Landlord shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Tenant. The Tenant accepts all risk associated with using this information.

26. Landlord Approval

The nature, size, shape and installation of any Mural must first be approved in writing by the Landlord. Tenant will be permitted to make any and all changes and/or modifications upon obtaining written approval from Landlord. Said approval shall not be unreasonably held. The Tenant agrees that it will obtain prior written approval from the Landlord in all of the following matters:

- Changes from originally approved specifications.
- Equipment Tenant plans to install requiring any building modifications.
- Change in the aesthetics of the Premises and or any portion of CSF.
- Any use of the Landlord's facilities or the names of any facility.
- Making use of the Landlord's name.

Should any of the above items be disapproved, Tenant may offer alternative solutions. The Landlord reserves the right with stated just cause to require the Tenant to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

27. Personnel

The Tenant shall provide the Landlord with the name and telephone number of a management person of the Tenant who will be on call, at all times, for emergencies or other matters related to the operations under this Lease. The Tenant shall ensure that all of its personnel are courteous and cooperative and present a neat and professional appearance at all times. Failure of an employee to do so shall be grounds for the Landlord to demand his or her removal from the CSF facility. All employees of the Tenant shall be considered to be, at all times, employees of the Tenant under its sole direction and not employees or agents of the Landlord.

In the event the Tenant wishes to substitute personnel for the key personnel identified by the Tenant's proposal submitted in response to the Landlord's RFP, the Tenant must notify the Landlord in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

28. Independent Tenant Relationship

The Tenant is, and shall be, in the performance of all Work and activities under this Lease, and independent contractor, and not an employee, agent or servant of the Landlord. All persons engaged in any of the Work to be performed pursuant to this Lease shall at all times, and in all places, be subject to the Tenant's sole direction, supervision and control (except as provided in Section 24 above). The Tenant shall exercise control over the means and manner in which it and its employees perform the Work required by this Lease, and their relationship to the Landlord shall be that of an independent contractor not as employees and agents of the Landlord.

The Tenant does not have the power or authority to bind the Landlord in any promise, agreement or presentation other than specifically provided for in this Lease. This Lease does not create the relationship of principal and agent, or of partnership, or of the joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

29. Hurricane Preparedness

The Tenant shall follow the County's emergency evacuation and hurricane plan as set forth for the CSF Building.

30. Maintenance Responsibilities of Tenant, Appearance of the Premises

The Tenant shall, at its sole cost and expense, keep and maintain the Premises, as well as the Mural, in a good and clean condition. The responsibility to maintain and repair the Premises and the Mural are the sole and exclusive responsibility of the Tenant. Upon failure of the Tenant to maintain the Premises and/or the Mural as required in this Lease, the Landlord may, after fifteen (15) days written notice to the Tenant, perform any and all cleaning, maintenance and repairs which may be necessary, as determined by the Landlord, and the cost thereof, plus twenty-five (25%) percent for administrative costs for labor and materials, shall constitute Rent, and shall be billed to and immediately paid by the Tenant.

31. Inspection by Landlord

The Landlord shall have the authority to make periodic reasonable inspections of the Premises, equipment, and operations during the normal operating hours thereof to determine if such is being maintained in a neat and orderly condition. The Tenant shall be required to make any improvements in cleaning or maintenance methods reasonably required by the Landlord. Such periodic inspections may also be made at the Landlord's discretion to determine whether the Tenant is operating in compliance with the terms and conditions of this Lease.

32. Right of Entry

The Landlord or any of its agents shall have the right to visit upon the Premises at all times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements to the Premises as the Landlord deems necessary, but the Landlord assumes no obligation to make repairs to the Premises other than those expressly provided for in this Lease. The Landlord agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Tenant and that the Landlord will diligently proceed therewith to completion. The Landlord or the Landlord's agents shall also have the right to enter upon the Premises at all times to show it to actual or prospective mortgagees, operators or potential tenants. During the one hundred and eighty (180) days prior to the expiration of the term of this Lease, the Landlord may show the Premises to prospective operators. If, during the last ninety (90) days of the term of this Lease, the Tenant shall have removed all or substantially all of Tenant's personal property from the Premises, the Landlord may immediately enter, alter, renovate, and improve the Premises without elimination or abatement of Rent or the payment of any compensation to the Tenant, and such action shall have no effect upon this Lease.

33. Permits and Regulations

Tenant covenants and agrees that Tenant will obtain any and all necessary permits and approvals and that all uses of the Premises will be in conformance with all applicable laws.

34. Damage or Destruction of Premises

Tenant shall repair all damages to the Premises caused by the Tenant, its employees, agents, contractors, Subcontractors and/or any utility provider.

If by fire, the elements, act of GOD, or other casualty, but through no fault, negligence, or cause of the Tenant, or any of its employees, agents, vendors, contractors, Subcontractors or utility provider, the Premises is totally damaged or destroyed, or the CSF is totally damaged or destroyed, or the CSF building is partially damaged or destroyed to the extent that twenty-five (25%) percent or more of the replacement costs thereof (even though the Premises may not be totally damaged), the Landlord will have the option of terminating this Lease, or any extension thereof, by serving written notice upon the Tenant within one hundred and eighty (180) days from the date of the casualty, and any prepaid Rent, paid by Tenant, will be prorated as of the date of the destruction, and the unearned portion of such Rent will be refunded to the Tenant, without interest, and Tenant shall have no further obligation to pay Rent from and after the date of the casualty, and all parties shall be released from all obligations under this Lease, except for those obligations that specifically survive expiration or termination hereunder. Further, for any such early termination of this Lease, the Tenant shall not be entitled to any other type of reimbursement or consideration.

If by fire, the elements of GOD, or another casualty, but through no fault, negligence, or cause of the Tenant, or any of its employees, agents, vendors, contractors, Subcontractors or utility provider, the Premises is damaged or partially destroyed to the extent that it equals less than twenty-five (25%) percent of the replacement cost thereof, and the other provisions of the prior paragraph are not applicable, the Landlord may either terminate this Lease by serving written notice upon Tenant within sixty (60) days of the date of destruction or Landlord may restore the Premises, at the Landlord's sole and absolute discretion.

The Landlord will not be liable for any damage to, or any inconvenience of, the Tenant, or any of the Tenant's employees, agents, contractors, vendors and/or Subcontractors due to fire or other casualty, unless caused by the intentional or gross negligent act or omission of the Landlord, or its officers, employees, agents, vendors, contractors, and/or subcontractors.

The Tenant agrees that should any of the damage or destruction of the Premises, and/or the CSF building, be the result of, cause of, or even tangentially related to the actions or omissions of the Tenant, or any of its employees, agents, vendors, contractors, or Subcontractors, then the Tenant shall be held strictly liable for the cost to immediately restore, repair, and/or rebuild the Premises, and/or the CSF in accordance with the Landlord's instructions whichever is so damaged or destroyed.

35. Landlord's Repair, Alterations and Additions

The Landlord, as its responsibility, and at its expense (except if the damage is caused by Tenant, its employees, agents, Subcontractors or utility provider), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of the Premises and the CSF structure. There shall be no allowance to Tenant for Rent for interruption of business and no liability on the part of the Landlord by reason of inconvenience, annoyance, or injury to business arising from the Landlord, the Tenant, or others making any repairs, alterations, addition, improvements, restorations, or replacements, on, in, or to any portion of the Premises or CSF structure, or to fixtures, appurtenances, or equipment thereof. The Landlord shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the Premises, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the Landlord shall take such reasonable measures as are necessary to minimize interference with Tenant's operations of the Premises. The pro rata adjustment of the Rent payable hereunder for the period of such interruption shall not apply if the business interruption is due to damage caused by Tenant, its employees, agents, or Subcontractors

36. Alterations by Tenant

Tenant may make any and all changes and/or modifications to the Premises permitted by law upon obtaining written approval from Landlord. Said approval shall not be unreasonably withheld.

37. Performance of Obligations

Tenant covenants at all times during the term of this Lease to perform promptly all of the obligations of Tenant set forth in this Lease.

38. Assignment and Successors in Interest

Tenant shall neither assign nor sublet this Lease nor any portion thereof, nor the Premises associated with this Lease without prior written approval of the Landlord. Any unapproved assignment or subletting shall be grounds for immediate termination of this Lease. It is agreed that all terms and conditions of this Lease shall extend to and be binding on assignees and other successors as may be approved by the Landlord.

- A. Tenant shall not enter into any assignment or sublease agreement for the Work required to be performed under this Lease without prior written approval of the Landlord. It is agreed that all terms and conditions of this Lease shall extend to and be binding on any assigned tenant or subtenant as defined in this Lease. Tenant shall be liable for acts and omissions by any assigned tenant or subtenant affecting this Lease. The Landlord reserves the right to require the removal of any assigned tenant or subtenant of the Tenant for any cause for which Tenant may be terminated.
- B. Any approved assignment or sublease agreement for Work associated with this Lease must be made available and accounted for through the Tenant so as to provide seamless service to the Landlord as if provided directly by the Tenant.

Any approved assignee or subtenant expressly assumes all of the terms and provisions of this Lease together with the following: (i) reasonably detailed information as to the character, reputation and business experience of the proposed assignee or subtenant; and (ii) financial information and bank references of the proposed assignee or subtenant. No assignment or subletting will relieve the Tenant of any of its primary obligations or liabilities under this Lease, and the Tenant, and any assignee of this Lease will be jointly and severally liable for any and all obligations and performances. Any assignment or

subletting will be subject to all terms and conditions of this Lease. No assignment or subletting shall be for more or less Rent than being charged under this Lease.

39. Proprietary Information

As a political subdivision of the State of Florida, the Landlord is subject to the stipulations of Florida's Public Records Law.

40. Indemnification and Insurance

Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur 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 this Lease with the Tenant, by the actions or inactions of the Tenant and/or its employees, agents, servants, partners principals or Subcontractors. 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 the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

Tenant shall furnish to **Miami-Dade County, Internal Services Department, Real Estate Development Division, 111 N.W. 1st Street Suite 2460, Miami, Florida 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers Compensation Insurance for all employees as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management. Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Tenant of any liability and obligation under this section or under any other section of this Lease Agreement.

The Tenant shall submit its insurance certificate(s) to the Landlord by the Effective Date. If the insurance certificate(s) is received

within the specified time frame but not in the manner prescribed in this Lease, the Tenant shall be verbally notified of such deficiency and shall have an additional five (5) days to submit a corrected insurance certificate(s) to the Landlord. If the Tenant fails to submit the required insurance certificate(s) in the manner prescribed in this Lease within twenty (20) calendar days after the Effective Date, the Tenant shall be in default of the contractual terms and conditions of this Lease, and this Lease shall be subject to immediate termination by the Landlord, unless such time frame for submission has been extended by the Landlord.

The Tenant shall be responsible for ensuring that the insurance certificate(s) required in conjunction with this Lease remain in force for the duration of the term; including any and all option years that may be granted by the Landlord. If insurance certificate(s) are scheduled to expire during the term, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired insurance certificates are not replaced with new or renewed certificates which cover the term, the Landlord shall have the right to suspend this Lease, by requiring the Tenant to remove any Mural as well as any and all improvements from the Premises until such time as the new or renewed insurance certificates are received by the Landlord in the manner prescribed in this Lease; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Landlord may, at its sole discretion, terminate this Lease.

The Landlord reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Tenant. Modification or waiver of any of the aforementioned requirements is subject to approval of the Landlord's Risk Management Division.

41. Liability for Damage or Injury

The Landlord shall not be liable for damage or injury which may be sustained by any party or persons at or near the Premises, or while undertaking or otherwise performing the Work at the Premises, other than the damage or injury solely caused by the gross negligence or intentional actions of the Landlord, its agents and employees, and as limited by Section 768.28, Florida Statutes.

42. No Liability for Personal Property

All personal property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any third party for any damage to said personal property unless caused by or due to negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

43. Patent and Copyright Indemnification

- A. The Tenant warrants that all Work furnished hereunder, including but not limited to, any Mural, and the like, do not infringe upon or violate any patent, copyright, service marks, trade secrets, or any other third party proprietary rights.
- B. The Tenant shall be liable and responsible for any and all claims made against the Landlord for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use of supplying of any Mural, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Landlord's continued use of the Work furnished hereunder. Accordingly, the Tenant, at its own expense, including the payment of attorneys' fees, shall indemnify, and hold harmless the Landlord and defend any action brought against the Landlord with respect to any claim, demand, cause of action, lawsuit, judgment, debt and/or liability.
- C. The Tenant shall be solely responsible for determining and informing the Landlord whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction, which may prohibit it from providing or otherwise performing any Work hereunder. The Tenant shall enter into agreements with all suppliers and Subcontractors at the Tenant's own risk. The Landlord may reject the performance of any Work that it believes to be the subject of any such litigation or injunction, or if, in the Landlord's judgment, use thereof would be unlawful.
- D. The Tenant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

44. Manner of Performance

- A. The Tenant agrees to defend, hold harmless and indemnify the Landlord and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorneys' fees and court costs) made against the Landlord, occurring on account of, arising from or in connection with the removal and replacement of any Tenant's personnel or Subcontractors, performing services hereunder at the behest of the Landlord. Removal and replacement of any Tenant's personnel as used in this article shall not require the termination and or demotion of such Tenant's personnel.
- B. The Tenant agrees that at all times it will employ, maintain and assign to the performance of the Work at the Premises, a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Tenant agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Landlord, should the Landlord make a determination in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.
- C. The Tenant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- D. The Tenant shall at all times cooperate with the Landlord and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work in relationship to the Scope of Services.
- E. The Tenant shall comply with all provisions of all federal, state and local laws, statues, ordinances, and regulations that are applicable to the performance of this Lease.
- 45. Severability**
If this Lease contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Lease without affecting the binding force of this Lease as it shall remain after omitting such provision.
- 46. Termination of Lease by Landlord**
The occurrence of any of the following may cause, at the Landlord's discretion, this Lease to be terminated by written notice by the Landlord pursuant to the requirements of this Lease, upon the terms and conditions also set forth below:
- A. Termination immediately, upon written notice, for any of the following:
- Institution of proceedings in voluntary bankruptcy or reorganization by the Tenant.
 - Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - Assignment by Tenant for the benefit of creditors.
 - The discovery of any misstatement in the Tenant's proposal submitted in response to the Landlord's RFP, leading to award of this Lease, which in the determination of the Landlord significantly affects the Tenant's qualifications to perform under the Lease.
 - Failure to cease any activity which may cause limitation of Landlord's use of CSF.
 - A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord or brought by the Landlord against Tenant.
- B. Termination after ten (10) calendar day written notice for any of the following:
- Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s), including any late payment charges, during the ten (10) calendar day period following mailing of the written notice. Additionally, the Landlord may sue for Rent, and additional payment for the unexpired term of this Lease.
 - Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from receipt of written notice.

- C. Termination after fourteen (14) days written notice for non-performance of any covenant of this Lease other than non-payment of payment or performance fees and others listed in items A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- D. Notwithstanding the foregoing, in the event that the Tenant has repetitively defaulted four (4) times within a twelve (12) month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Tenant, regardless of whether the Tenant has cured each individual condition of breach or default as provided herein above, the Tenant may be determined by the Landlord to be an "habitual violator." At the time that such determination is made, the Landlord shall issue to the Tenant a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, Landlord may terminate this Lease upon the giving of written notice of termination to the Tenant, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Tenant shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Tenant shall discontinue its operations at CSF, and proceed to remove all its personal property from the Premises.
- E. Early Termination by Landlord. The Landlord through its County Mayor, or Mayors designee, shall have the right to cancel/terminate this Lease at any time and for any reason, including with or without cause, by giving the Tenant at least ninety (90) calendar day's written notice prior to its cancellation date ("Cancellation Notice"). In the event of such termination, the County shall not be liable for any loss of income or profits, or any other category of damage.

47. **Event of Default:**

- A. An Event of Default shall mean a breach of this Lease by the Tenant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- the Tenant has not delivered or otherwise performed the Work on a timely basis;
 - the Tenant has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled personnel;
 - the Tenant has failed to make prompt payment to Subcontractors, materialmen or suppliers for any Work;
 - the Tenant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Tenant's creditors, or the Tenant has taken advantage of any insolvency statute or debtor/creditor law or if the Tenant's affairs have been put in the hands of a receiver;
 - the Tenant has failed to obtain the approval of the Landlord where required by this Lease;
 - the Tenant has failed to provide "adequate assurances" as required under Section "B" below;
 - the Tenant has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Landlord, reasonable grounds for uncertainty exist with respect to the Tenant's ability to perform the Work or any portion thereof, the Landlord may request that the Tenant, within the timeframe set forth in the Landlord's request, to provide adequate assurances to the Landlord, in writing, of the Tenant's ability to perform in accordance with terms of this Lease. Until the Landlord receives such assurances the Landlord may temporarily suspend this Lease, thereby preventing the Tenant from having any access to the Premises. In the event that the Tenant fails to provide to the Landlord the requested assurances, within the prescribed time frame, the Landlord may:
- treat such failure as a repudiation of this Lease;
 - resort to any remedy for breach provided for herein, or at law or in equity, including but not limited to, immediately terminating this Lease over the performance of the Work or any part thereof either by itself or through others.
- C. In the event the Landlord shall terminate this Lease for an Event of Default, including, but not limited to, the Tenant's failure to provide adequate assurances to the Landlord, the Landlord or its designated representatives, may immediately take possession of all applicable equipment, materials and improvements to the Premises, in addition to any and all products,

documentation, reports and data.

48. Notice of Default – Opportunity to Cure

If an Event of Default occurs, in the determination of the Landlord, the Landlord may so notify the Tenant ("Default Notice"), specifying the basis for such Event of Default, and advising the Tenant that such Event of Default must be cured immediately or this Lease with the Landlord may be terminated. Notwithstanding, the Landlord may, in its sole discretion, allow the Tenant to rectify the Event of Default to the Landlord's reasonable satisfaction within a thirty (30) day period. The Landlord may grant an additional period of such duration as the Landlord shall deem appropriate without waiver of any of the Landlord's rights hereunder, so long as the Tenant has commenced curing such Event of Default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period that the Landlord prescribes. The Default Notice shall specify the date the Tenant shall discontinue the Work, and vacate the Premises upon a certain date, which date the Tenant must vacate the Premises.

49. Remedies in the Event of Default

If an Event of Default occurs, the Tenant shall be liable for all damages resulting from the Event of Default, as well as subject to any equitable relief available to the Landlord, including, but not limited to:

- lost revenues; and
- the difference between the cost associated with procuring the necessary Work, as described in the Scope of Services and this Lease, hereunder and the amount actually expended by the Landlord for the re-procurement of a different vendor to perform such Work, including procurement and administrative costs; and,
- such other direct or indirect damages.

The Tenant shall also remain liable for any liabilities and claims related to the Event of Default. The Landlord may also bring any suit or proceeding for specific performance or for an injunction.

50. Termination, and Suspension, Cross-Default, and Debarment of Work:

The Landlord, in addition to other reasons, as described in this Lease, shall have the right to terminate or suspend this Lease for any or all of the following reasons, as well as a default by the Tenant in an unrelated contract or agreement entered into with the Landlord, and debar the Tenant from future participation in solicitation matters, in accordance with the Landlord's rules, regulations and ordinances.

- A. The Landlord may immediately terminate this Lease if an individual or corporation or other entity attempts to meet its contractual obligation with the Landlord through fraud, misrepresentation or material misstatement.
- B. The Landlord may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Landlord and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorneys' fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Landlord through fraud, misrepresentation or material misstatement may be debarred from County contracting with the Landlord for up to five (5) years in accordance with the Landlord's debarment procedures. The Tenant may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Miami-Dade County Code.

In addition to cancellation or termination as otherwise provided in this Lease, the Landlord may, in its sole discretion, with or without cause, terminate this Lease by giving thirty (30) days written notice to the Tenant and in such event:

- D. The Tenant shall, upon receipt of such notice, unless otherwise specified in the notice from the Landlord:
 - Stop work on the date specified in the notice ("the Effective Termination Date"); and
 - Take such action as may be necessary for the protection of the Landlord's materials and the Premises; and
 - Cancel orders; and
 - Take no action that will increase the amounts payable by the Landlord under this Lease.

- E. In the event that the Landlord exercises its right to terminate this Lease pursuant to this Lease, the Landlord will be compensated as stated in the Rent payment section of this Lease, up to the Effective Termination Date.
- F. In the event that the Landlord exercises its right to terminate this Lease, without cause, prior to the end of the first Lease Year, pursuant to this Lease, the Landlord will refund to the Tenant a pro-rated portion of the installment of Rent for the month in which such termination shall be effective.

Following the termination of this Lease the Tenant, within fifteen (15) calendar days, or earlier if determined by the Landlord, shall forthwith remove all of its personal property not acquired under the terms of this Lease. Any personal property of Tenant not removed in accordance with this Lease may be removed by the Landlord for storage at the cost of the Tenant or shall constitute a gratuitous transfer of title thereof to the Landlord for whatever disposition is deemed to be in the best interests of the Landlord. The Landlord shall not be liable to Tenant for the safekeeping of Tenant's personal property during or after termination of this Lease. The Landlord shall have the senior interest in the Tenant's personal property. Tenant shall not remove any equipment, supplies, and/or materials from the Premises at any time without pre-approval in writing from the Landlord. Tenant shall be liable for any expenses incurred by the Landlord in prosecuting any action against Tenant following unapproved item removal described above. Tenant shall also be liable to the Landlord for any expenses incurred by the Landlord in replacing any items wrongfully removed by Tenant. It is the intention of the parties to this Lease that all furnishings and equipment purchased or leased by the Tenant except those permanently affixed to Premises, as defined under the laws of the State of Florida, shall be the personal property of the Tenant. Upon the termination of this Lease and the removal of all personal property by Tenant, the Tenant shall deliver said Premises to the Landlord in condition that it was at the beginning of this Lease, ordinary wear and tear excepted.

51. Surrender of the Premises

Tenant agrees to surrender to Landlord, at the expiration or earlier termination of the Lease, the Premises in as good condition, and subject to ordinary wear and tear as the Premises was in at the beginning of the term of this Lease. All signs shall be removed by the Tenant at the termination of this Lease, and any damage or unsightly condition caused to Premises because of or due to said signs shall be satisfactory corrected or repaired by the Tenant. Tenant's obligation to observe and perform the covenants set forth in this Lease shall survive the expiration or earlier termination of the term of this Lease.

52. Limiting Legislative or Judicial Action

In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the CSF, and/or the Premises, for the purposes of this Lease, this Lease will be null and void and unenforceable by any party to this Lease and the Landlord shall have no further liability under this Lease. In the event that a referendum vote of the electorate of the Landlord in any way restricts or prohibits the use of the Premises, this Lease will be null and void and unenforceable and the Landlord shall have no further liability under this Lease. If the Landlord deems the Lease null and void by function of this paragraph, the Landlord will not be liable to the Tenant for damages arising there from, and the Landlord shall have no further liability under this Lease.

53. Lien

The Landlord shall have a lien upon all personal property of the Tenant on or about the Premises to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease.

54. Mechanics' or Materialmen's and/or other Liens

Tenant agrees that it will not permit any mechanic's, materialmen's and/or other liens to stand against the Premises for the Work or for any other reason; it being provided, however, that the Tenant shall have the right, for up to a thirty (30) calendar day period of time, to contest the validity of any lien. Tenant shall immediately pay any judgment or decree rendered against Tenant and/or the Landlord and/or the Premises, along with all costs, fees, expenses and charges, and shall cause any such lien to be released off, or otherwise removed from, the record, without any cost to the Landlord.

55. Non-Discrimination

Tenant does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:

- A. No person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status,

familial status, sexual orientation, or veteran status, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, except as provided by law.

- B. That in the installation of any improvements on, over, or under the Premises and the performance of the Work for services thereon, no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, within or outside Miami-Dade County, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
- C. The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- D. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate the Lease and repossess the Premises and hold the same as if this Lease had never been made or entered into between the parties. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- E. The Tenant shall not discriminate against any employee or applicant for employment in the performance of the Work with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical disability (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

56. Conflict of Interest

The Tenant represents that:

- A. No officer, director, employee, agent, or other consultant of the Landlord has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Lease.
- B. There are no undisclosed persons or entities interested with the Tenant in this Lease. The Tenant hereby acknowledges and agrees that this Lease is entered into by the Tenant without any connection to or with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. The Tenant further acknowledges and agrees that no elected or appointed officer or official, director, employee, agent or other consultant of the Landlord, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government, or any member of the immediate family or household of any of the aforesaid):
 - Is an interested party, or has an interest in, or with, on behalf of, or through the Tenant directly or indirectly in any manner whatsoever in the execution or the performance of this Lease, or in the services, supplies or the Work, to which this Lease relates or in any portion of the income, revenues or services; or
 - Is an employee, agent, advisor, or consultant to the Tenant, or to the best of the Tenant's knowledge is connected to, or affiliated with any Subcontractor or supplier to the Tenant.
- C. Neither the Tenant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Tenant shall have an interest which is in conflict with the Tenant's faithful performance of its obligation under this Lease; provided that the Landlord, in its sole discretion, may consent in writing to such a relationship, provided the Tenant provides the Landlord with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Landlord's best interest to consent to such relationship.
- D. The provisions of this Lease are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Lease and those provided by any applicable law, the stricter standard shall apply.

- E. In the event Tenant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Tenant shall promptly bring such information to the attention of the Project Manager. Tenant shall thereafter cooperate with the Landlord's review and investigation of such information, and comply with the instructions Tenant receives from the Landlord's Project Manager in regard to remedying the situation.

57. Press Release or Other Public Information

Under no circumstances shall the Tenant without the express written consent of the Landlord:

- Issue or permit to be issued any press release, advertisement or literature of any kind that refers to the Landlord, or the Work being performed hereunder, unless the Tenant first obtains the written approval of the Landlord. Such approval may be withheld if for any reason the Landlord believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the Landlord; and
- Except as may be required by law, the Tenant and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any of the Work provided by the Tenant, or such parties, or the products advertised in any Mural, has been approved or endorsed by the Landlord.

58. Bankruptcy

The Landlord reserves the right to terminate this Lease, if, during the term of this Lease, the Tenant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the personal property of the Tenant under federal bankruptcy law or any state insolvency law.

59. No Waiver of Right to Enforce

The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of the Rent, or additional payment hereunder by the Landlord, shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular Rent, or additional payment so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent, or additional payment. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord, unless such waiver is in writing by the Landlord, nor there any accord and satisfaction unless expressed in writing and signed by both the Landlord and Tenant.

60. Rules and Regulations

The Tenant will observe, obey, and comply with all rules and regulations adopted by the Landlord and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Tenant's operations under this Lease. Failure to do so will constitute a breach of the Lease.

61. Authority of the Project Manager

- A. The Tenant hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Lease including without limitations: questions as to the value, performance of the Work; questions as to whether the Tenant has successfully fulfilled its obligations under this Lease; negligence, fraud or misrepresentation before or subsequent to acceptance of the Tenant's proposal, which was submitted in response to the Landlord's RFP; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Tenant shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Tenant agrees with the Landlord's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager to the Tenant as soon thereafter as is practicable.
 - C. The Tenant must, in the final instance, seek to resolve every difference concerning the Lease with the Project Manager. In the event that the Tenant and the Landlord's Project Manager are unable to resolve their differences, the Tenant may initiate a dispute in accordance with the procedures set forth in this Lease. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
 - D. In the event of such dispute, the parties to this Lease authorize the County Mayor or designee, who may or may not be the Project Manager, or anyone associated with this Lease, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of this Lease (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
 - E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Tenant's performance meets the requirements of this Lease and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of this Lease. All such disputes shall be submitted in writing by the Tenant to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Lease, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Tenant. Except as such remedies may be limited or waived elsewhere in the Lease, Tenant reserves the right to pursue any remedies available under law after exhausting the dispute provisions of this Lease.
- 62. Mutual Obligations:**
- A. Nothing in this Lease shall be construed for the benefit, intended or otherwise, of any third-party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
 - B. In those situations where this Lease imposes an indemnity obligation on the Tenant, the Landlord may, at its expense, elect to participate in the defense if the Landlord should so choose. Furthermore, the Landlord may at its own expense defend or settle any such claims if the Tenant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Tenant.
- 63. Interpretations**
- This Lease and the exhibits and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written Lease Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Lease Agreements expressly and clearly incorporated by reference within the four (4) corners of this Lease. This Lease may be amended only by written document, properly authorized by both parties and duly executed both parties. This Lease shall be interpreted as a whole unit and paragraph headings are for convenience only. This Lease shall not be construed in favor of one party or the other. All matters involving this Lease shall be governed by laws of the State of Florida.
- 64. Rights Reserved to Landlord**
- All rights not specifically granted to the Tenant by this Lease are reserved to the Landlord. The designation of any particular remedy for the Landlord is without prejudice to any other relief available in law or equity, and all such relief is reserved to the

Landlord.

65. Waiver

Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease shall not automatically invalidate the entire Lease.

66. No Partnership or Agency

The Landlord and the Tenant are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Lease does not constitute and shall not be represented to constitute a partnership between the Landlord and the Tenant.

All persons engaged in any of the Work or services performed pursuant to this Lease shall at all times, and in all places, be subject to the Tenant's sole direction, supervision and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the Work to the satisfaction of the Landlord. The Tenant and its employees are not employees of the Landlord, but are that of an independent contractor.

The Tenant does not have the power or authority to bind the Landlord in any promise agreement or representation other than specifically provided for this Lease.

67. Choice of Venue

Any litigation between the Landlord and the Tenant relating in any way to this Lease shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

68. Audits

The Landlord, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease and any extension thereof, have access to and the right to examine and reproduce any of the Tenant's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Landlord. Such records shall subsequently conform to Generally Accepted Accounting Principle requirements, as applicable, and shall only address those transactions related to this.

Pursuant to Miami-Dade County Ordinance No. 03-2, the Tenant will grant access to the Commission Auditor to all financial and performance related records, personal property and equipment purchased in whole or in part with government funds.

69. Local, state, and federal Compliance Requirements

Tenant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state and the county orders, statutes, ordinances, rules and regulations which may pertain to the Work required to be performed under this Lease, including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Lease.
- C. Environmental Protection Agency (EPA), as applicable to this Lease.
- D. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- E. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- F. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- G. Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- H. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- I. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- J. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- K. Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."

- L. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- M. Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Lease, the Tenant is certifying that the Tenant is in compliance with, and will continue to comply with, the provisions of items "H" through "M" above.

The Tenant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the Landlord or Tenant for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Tenant. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Tenant prior to authorizing work and as needed. Notwithstanding any other provision of this Lease, Tenant shall not be required pursuant to this Lease to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Tenant, constitute a violation of any law or regulation to which Tenant is subject, including but not limited to laws and regulations requiring that Tenant conduct its operations in a safe and sound manner.

70. Vendor Registration/Conflict of Interest

a) Vendor Registration

The Tenant shall be a registered vendor with the Landlord, specifically with the Internal Services Department, Strategic Procurement Division, for the duration of this Lease. In becoming a registered vendor with Miami-Dade County, the Tenant confirms its knowledge of and commitment to comply with the following:

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| <ul style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County) 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County) 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County) 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) | <ul style="list-style-type: none"> 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County) 10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County) 11. Miami-Dade County E-Verify Affidavit
(Executive Order 11-116) 12. Miami-Dade County Pay Parity Affidavit
(Resolution R-1072-17) 13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution R-919-18) 14. Subcontracting Practices
(Section 2-8.8 of the Code of Miami-Dade County) 15. Subcontractor/Supplier Listing
(Section 2-8.1 of the Code of Miami-Dade County) |
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- 16. Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
- 17. FEIN Number or Social Security Number**
In order to establish a file, the Tenant's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Tenant's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the Landlord requests the Social Security Number for the following purposes:
- *Identification of individual account records*
 - *To make payments to individual/Tenant for goods and services provided to Miami-Dade County*
 - *Tax reporting purposes*
 - *To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records*
- 18. Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
- 19. Small Business Enterprises**
The Landlord endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
- 20. Antitrust Laws**
By acceptance of any contract, the Tenant agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any Miami-Dade County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from Miami-Dade County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with Miami-Dade County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

71. **Inspector General Reviews**

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, Miami-Dade County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever Miami-Dade County deems it appropriate to do so. Upon written notice from Miami-Dade County, the Tenant shall make available to the IPSIG retained by Miami-Dade County, all requested records and documentation pertaining to this Lease Agreement for inspection and reproduction. Miami-Dade County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's Rent payment due to the Landlord, prices and any changes thereto approved by the Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease Agreement. The terms of this Lease shall not impose any liability on the Landlord County by the Tenant or any third-party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts. The cost of the audit for this Lease, if applicable, shall be one quarter (1/4) of one (1%) percent of the total contract (Rent) amount which cost shall be included in the total contract (Rent) amount. The audit cost will be deducted from the Rent by the Landlord County from the monthly Rent progress payments paid by the Tenant to the Landlord. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one (1%) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Miami-Dade County Board of County Commissioners; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one (1%) percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Miami-Dade County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs.

Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget

and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed changes and modifications to this Lease. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, Miami-Dade County staff and elected officials to ensure compliance with the terms and conditions of this Lease, and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Lease, including, but not limited to, worksheets, proposals and agreements from which successful and unsuccessful Subcontractors, materialmen and suppliers relied upon, and all project-related correspondence, memoranda, instructions, financial documents, construction and/or installation documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

72. Force Majeure

Neither Landlord, nor Tenant, under this Lease, shall be required to perform any non-monetary terms, conditions, and/or covenants under this Lease, so long as performance of such non-monetary term, condition, and/or covenant is rendered impossible by force majeure; in such an event, such non-monetary terms, conditions, and/or covenants shall be deferred until the conclusion of the force majeure event, unless the circumstances rendering performance impossible are sooner remedied. In order to be entitled to relief under this Section 71, the Party claiming force majeure shall provide the other Party with written notice given within fifteen (15) days of the commencement of the event constituting the force majeure. Where a Party to this Lease fails to perform, or is unable to perform, one or more of its non-monetary obligations, duties, covenants, and/or conditions due to a force majeure event, the relief available under this Section 71 will apply if and to the extent that the Party claiming force majeure gives timely notice and proves to the reasonable satisfaction of the other Party (not to be unreasonably conditioned or withheld): (a) that its failure to perform was caused by an impediment beyond its reasonable control and to which the Party claiming force majeure did not contribute; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of execution of this Lease; (c) that the impediment to performance did not exist at the time of execution of this Lease; and (d) that it could not have reasonably avoided or overcome the effects of the impediment. In the event of force majeure, the Landlord will work closely with the Tenant to coordinate and prioritize maintenance and repair activities of the Premises. This Section shall not be construed to relieve either Party of monetary obligations, and the relief provided under this Section 71 shall be the sole and exclusive remedy available under the common law doctrines of force majeure, frustration of purpose, or impossibility.

73. Survival

The parties acknowledge that any of the obligations in this Lease will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Lease, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first herein above set forth.

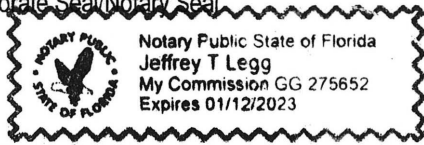
Tenant

Miami-Dade County

By: [Signature]
 Name: Pablo Cremaschi
 Title: General Manager
 Date: 9-3-2020
 Attest: [Signature]
 Corporate Secretary/Notary Public

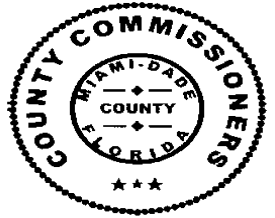
Digitally signed
 by Tara C. Smith
 Date: 2020.12.10
 14:51:39 -05'00'
 By: [Signature]
 Name: Daniella Levine Cava
 Title: Mayor
 Date: 12/14/2020
 Attest: [Signature]
 Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

[Signature]
 Assistant County Attorney



Witness: [Signature]
 Witness: [Signature]

EXHIBIT A
View of South Façade of the Central Support Facility
Available Wall Space for Mural



EXHIBIT B

SCOPE OF SERVICES

1. **Background**

The Tenant shall develop, provide valuations, market, sell, and manage the outdoor commercial advertising structure/space, which is located at the Central Support Facility, 50 N.W. 2 Avenue, Miami, Florida 33128 (specifically on the chiller plant tower, facing I-95 highway; see Exhibit A, View of the Facility). Specifically, the Tenant shall identify, create, market, sell, and manage the revenue-generating opportunity, including identifying advertisers, and generating revenues, by maximizing the use of the County advertising structure/space.

The Tenant shall comply with all rules and regulations relating to signage including, but not limited to, the Code of Miami Dade County, Section 33-107 (Code of Class C Commercial Signs). Any modification to such ordinance(s) or any future legislation related to exterior (outdoor) signage shall apply, as applicable.

2. **Minimum Qualification Requirement**

The Tenant must be the holder of an active "Mural Permit" as defined by Article XIII of the Charter and Code for the City of Miami, related to Zoning Approval for Temporary Uses and Occupancies, by the Solicitation end date. See Article XIII in the following link: https://library.municode.com/fl/miami/codes/code_of_ordinances?nodeld=CHCO_CH62PLZO_ARTXIIIPLZOAPTEUSOCPERE

3. **Objectives**

The Tenant shall develop an advertising program to achieve following objectives:

- a) To effectively optimize the current advertising space on the chiller plant tower;
- b) To provide national and local advertisers opportunities for advertising on the structure/space;
- c) To generate maximum potential revenue to the County;
- d) To enhance the aesthetics of the location, without negatively impacting public safety.

4. **Deliverables**

The Tenant, through the services herein, shall be successful in accomplishing the following deliverables:

- a) Identify and develop a list of advertising opportunities for the structure/space and provide valuations for each;
- b) Market and sell outdoor commercial advertising for the structure/space;
- c) Install/construct advertising on the structure/space;
- d) Structure sales strategies to better understand prospects' businesses and meet their objectives;
- e) Furnish management, supervision, manpower, etc. necessary to maximize efficiency and effectiveness in sales and delivery.

5. **Services to be Provided**

A. General Services

The Tenant shall:

1. Commence mural installation at the subject site within 90 days of the lease agreement effective date.
2. Conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability, including the ability to meet the time requirement listed above.
3. Operate a successful, efficient and professional-appearing outdoor advertising venue, by replacing or repairing any and all physical component(s) of the advertisement and related equipment that are damaged due to normal wear-and-tear, weather-related incidents, vandalism and/or accident.
4. Make reasonable efforts to contract for the advertisement of goods and services that are provided by local businesses, in order to increase the value of the service to the surrounding business community.
5. On a space-available basis, the Tenant shall allow the County to post public service announcements and to advertise County-sponsored events ("County Announcements") on the wall pursuant and subject to the procedures, conditions and restrictions set forth below. Any such County Announcement shall be strictly for the benefits of the County and shall not

include the names or logos of any third party businesses or sponsors. If after posting a County Announcement any third party asserts that said announcements is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right or if adverse publicity results therefrom, the Tenant shall have the right to remove the County Announcement and to discontinue the display of the County Announcements until such time as the County shall supply a new or designate a previous County Announcement as the copy pursuant to the provisions of this paragraph.

The County will provide the Tenant, in advance, with the artwork/design/graphics for the County Announcement. Any advertising space shall be at no cost to the County on a space available basis. All artwork, design, graphics, production and installation costs relating to the County Announcement shall be at the expense of the County. In the event that Landlord requires space at the Leased Premises for County Announcements, and the Leased Premises is not available, the Tenant shall make available to the Landlord other permitted and available spaces in the County for County Announcements at no cost to the Landlord, for so long as the Tenant's permitted space is available. Tenant and Landlord agree this is only for the posting of one (1) sign face though Tenant may be able to post on more faces at their sole option.

6. Ensure that the Tenant's production and operation personnel meets with County's technical personnel within the first thirty (30) days following the lease agreement effective date, in order to assess the specific characteristics of the property and to ensure compliance with those requirements deemed by the County to be necessary to protect the integrity of the building.
7. Appoint a single point of contact as the Tenant's Project Manager to represent and act on behalf of the Tenant in all matters pertaining to the advertising services program. Said employee should be readily available to timely respond to project-related concerns raised by the County or its designees.
8. Respond to the County's emergency requests within 24 hours and within 48 hours for other requests unless otherwise directed by the County. Maintenance personnel shall be available for emergency contact via phone 24 hours a day, 365 days a year.
9. Provide a comprehensive Master Plan demonstrating how, through advertising, the Tenant shall execute the objectives and implementation of the advertising program to maximize revenue for the Wall Murals. The Master Plan shall demonstrate the capability of actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level, and shall include a realistic timetable for design and approval for the proposed advertising location. Thirty days after contract award, the Tenant shall submit the Master Plan for approval to the County's Project Manager, with a realistic timeline for implementation. Once the County approves the Master Plan, the Tenant shall commence installation of approved advertisement within ninety (90) days from the date the County approves the Master Plan.

B. Advertising Installations and Fixtures

The Tenant shall:

1. At its own expense, procure the installation of light fixtures/night illumination subject to the review and approval by the County. All displays shall be cleaned routinely, lighting replaced and any other services as needed, checked and properly maintained for optimal usage by the Tenant.
2. Provide an Installation and Maintenance Plan to service the installed murals (i.e., wall cleaning, light replacement, mural repair and removal, etc.) for approval by the County.
3. Develop, procure, maintain and repair all advertising installations, fixtures, hardware and supporting connections in accordance with the County's guidelines.
4. Provide advertising installations that are pleasing in appearance, and compatible within CSF's physical boundaries and operational context.
5. Remove all advertisement installations, fixtures and inventory at the end of the contract and return the Wall in the same condition, order and repair as at the lease agreement effective date, or better, excepting only reasonable wear and tear arising from the use thereof in providing the Services.

C. Graphics

The Services requested are specifically limited to building mounted wall murals. The Tenant shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. In order to minimize chances of abuse, the appearance of favoritism and the risk of imposing upon a captive audience, the advertising for the following content, products and services is not allowed:

- 1) Political or political campaign advertising/marketing.
- 2) Advertising/marketing promoting the sale of alcohol, tobacco, or electronic cigarette.
- 3) Advertising/marketing that is clearly defamatory or likely to hold up to scorn or ridicule any person or group of persons.
- 4) Advertising/marketing that is obscene or pornographic; or in advocacy of imminent lawlessness or unlawful violent action.
- 5) Advertising containing the words "STOP", "LOOK", "DRIVE IN", "DANGER", "ANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
- 6) Advertising that contains material that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes; including material that is immoral, lascivious or obscene as defined in S.847.001 (Obscenity) of the Florida Statutes.

All advertising materials, advertisements and manner of presentation shall be subject to written approval by the County, which may disapprove any such items at any time, at its sole discretion. All text and display graphics shall be submitted to the County for approval no less than seven (7) business days in advance of the scheduled mural installation date.

6. County Responsibilities

The County will provide reasonable and sufficient access to County-owned structure/space for the periodic installation and removal of the outdoor advertising, as well as for the maintenance and repair of the advertising and the structure/space. The Tenant will cooperate with the County should the access be provided during times where the least amount of disruption will result. This may involve after-hours and evenings, weekends, and/or holidays when services are closed to the public. Performance of Scope of Work will be subject to supervision by the County.