

Advisory Board Appointment Application

NOTE: Each applicant is advised to attend at least one meeting prior to applying for appointment.

Contact Information:

* Name
James W. Knight

* Home Address
740 Havana Drive
Boca Raton FL 33487

* Cell Phone
(561) 756-2833

* Email
jim@knightgroupfl.com

* Occupation
Real Estate Broker

Business Name
The Knight Group, LLC

Business Address
85 Se 4th Ave suite 103
Delray Beach FL 33483

Business Phone
(561) 756-2833

Office of the City Clerk

Received
5/27/2024

Expires
5/27/2026

Advisory Board Selection:

Please select your top four boards in order of preference (first choice to fourth choice) from the drop down lists below:

First Choice
Downtown Development Authority

Second Choice
Site Plan Review and Appearance Board

Third Choice
Affordable Housing Advisory Committee

Fourth Choice
Delray Beach Housing Authority

NOTE: Your responses or disclosures are intended to assist the City Council in considering an application for appointment/re-appointment to a City board or committee, and will not result in the automatic disqualification from consideration or appointment/re-appointment. Therefore, complete and accurate responses should be provided.

Qualifications:

* Please select all qualifications that apply:
Advocate for low-income persons in connection w/ affordable housing
Involved in residential home building industry in connection w/ affordable housing
Own a business or are an officer, director or manager of a business in Delray Beach
Pay taxes on leased property in the Downtown Delray Beach area, or serve as a director, officer, or managing agent to an owner or lessee who is required to pay taxes
Realtor w/professional connection to affordable housing

Representative of areas of labor actively engaged in affordable housing

* Are you a registered FL voter?

Yes

* Are you a vendor or employed by a vendor that does business with the city?

No

* Are you a lobbyist or employed by a lobbyist, as defined in the Palm Beach County Registration Ordinance?

No

* Have you attended any Delray Beach Commission or Advisory Board Meetings?

Yes

If yes, please explain and provide dates when possible.

Have attended meetings and been a board member over 20 yrs

Are you currently serving, or have you ever served on a Delray Beach Advisory Board? If yes, please provide details and dates.

Yes SPRRAB & Planning & Zoning Board. I will pull up dates

* Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

No

If yes, please explain:

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* Do you, any member of your immediate family, your employer or your business (or any entity in which you have a controlling interest) currently have any contractual relationship with, or do business with, the City, or has there been any such relationship within the past 5 years?

No

If yes, please explain:

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Do you (or any entity in which you have a controlling interest) have any delinquent accounts with the City or owe any monies to the City?

No

If yes, please explain:

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Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines relating to property in the city that is owned or rented by you (or any entity in which you have a controlling interest)?

No

If yes, please explain:

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* Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines for any other violations relating to other city codes?

No

If yes, please explain:

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Have you ever been found to have violated, or had a complaint filed against you alleging a violation of, the Florida Code of Ethics for public officers and employees, Palm Beach County Code of Ethics (or any other ethics code)?

Yes

If yes, please explain:

When I was on PBC LDRAB Michelle Burns & Riesa McCarra filed a complaint and I was completely exonerated by PBB Commission of Ethics

If you selected the Downtown Development Authority, do you own land in the downtown area?

No

If you lease property in the downtown area, do you pay taxes on the property as part of your lease agreement?

Yes

Please upload a copy of your lease

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Interest & Experiences

List any certifications or licenses which may further qualify you to serve on a board or committee.

Licensed Real Estate Broker - Licensed General Contractor

Briefly describe why you wish to serve as a member of a board or committee and how your personal experience and background relate:

I have owned and operated my real estate business in Delray Beach since 1991. I have attended many Vision Meetings and served on Delray Beach SPRAB & Planning & Zoning Board. I have also served on PBC LDRAB & Planning Commission

List any other community/civic involvement which you would like the Commission to consider:

A long time supporter of Delray Beach Police, Schools, Osceola Park & Haitian Community

Educational Background:

University attended:

Babson College & PBJC

Degrees received:

Bachelor of Science

Major area of study:

Entrepreneurial Studies

Upload your resume:

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Terms Of Acceptance

Applications are kept on file in the City Clerk's Office for a period of two years.

Applicants may supplement their application with a resume or other information relevant to their qualifications.

Declaration of Personal Information Exemption:

Personal information provided in this application is public information unless the applicant qualifies for an exemption pursuant to Florida Statutes. You are encouraged to thoroughly read the applicable sub-sections of F.S. 119.0 71

(http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html).

If you qualify for an exemption, please indicate below which statutory provision you are citing for the exemption. If you qualify, your address and phone number are protected information. You may contact the Board Liaison at 243-7056 if you have any questions.

My address and telephone number are statutorily exempt from public disclosure:

No

If yes, pursuant to which sub-section of F.S. 119.071?

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Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

I agree

* E-Signature of Applicant:

James Knight

* Date:

05/27/2024

* Please agree with the following statement: I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

I Agree

COMMERCIAL LEASE

THIS LEASE is made between PLAZA 85 INC. of 85 SE 4TH AVE., DELRAY BEACH, FL 33483 herein called Lessor, and ^{THE} Knight Group LLC herein called Lessee.

Lessee hereby offers to lease from Lessor, the premises situated in the City of DELRAY BEACH, County of PALM BEACH, State of Florida, described as 85 SE 4TH AVE., DELRAY BEACH, FL 33483 (SUITE #107) upon the following **TERMS AND CONDITIONS**:

1. **TERM AND RENT.** Lessor demises the above premises for a rent term of 12 months, commencing on May 7, 2023 and terminating on June 30, 2024 or Sooner as provided herein at the rental rate of:

Base Rent	<u>\$950.00</u>
6.5% Sales Tax	<u>61.75</u>
Total	<u>\$1,011.75</u>

Payable in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified above. Upon each annual anniversary of Lease, there will be a four percent (4%) increase in the rent.

UPON EXECUTION OF THE LEASE THE FOLLOWING IS PAYABLE:

FIRST MONTH'S RENT	\$815.93 (prorated 25 days)
LAST MONTH'S RENT	\$1,011.75
SECURITY DEPOSIT	<u>\$500.00</u>

TOTAL DUE	\$2,327.68
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PLEASE TAKE NOTE: IF RENT NOT RECEIVED BY LESSOR, BY THE 7TH OF THE MONTH RENT IS DUE, YOU WILL BE LOCKED OUT.

2. **USE.** Lessee shall use and occupy the premises for: GENERAL BUSINESS OFFICE. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at the termination hereof, in as good condition as received. Lessee shall be responsible for all repairs required, (Including the front door, door locks, door and/or building signage, light bulbs, light covers, ballasts, any existing window treatments, carpets, office cleaning, office pest control and all office telephone systems), excepting the roof, exterior walls, and structural foundations, which shall be maintained by Lessor. No littering on property shall be permitted. Tenants responsible to keep their offices clean and free of items that might attract bugs, molds, or rodents. Tenants are responsible for replacing light bulbs with same wattage. No light bulbs of higher wattage is to be used.
4. **ALTERATIONS.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. No holes or fasteners hardware shall be placed in ceiling, walls, or floors without permission George Brewer. Tenants shall not paint any part of their offices without prior permission from George Brewer.
5. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or Sub-lease any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this Lease.
7. **UTILITIES.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for telephone services. **ELECTRICAL RECEPTACLES AND A/C CHARGES INCLUDED IN RENT** – so long as use is normal and customary as deemed by Landlord, should use exceed normal and customary use, then Landlord will charge additional for said use. Tenants shall turn off lights and A/C units at night when leaving for the day.
8. **ENTRY AND INSPECTION.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
9. **INDEMNIFICATION OF LESSOR.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any party thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
10. **INSURANCE.** Lessee, at his expense, shall maintain plate glass and public liability including bodily injury and property damage insuring Lessee and Lessor with a minimum coverage as follows: Lessee shall provide Lessor, within thirty (30) days after Lease Commencement, with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Tenant shall indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the premises and adjacent sidewalks or areas occasioned wholly or in part by any act occurrence or omission of Tenant, its agent, subtenants, licensees, contractors, customers or employees. In case Landlord shall be made a party to any litigations commenced by or against Tenant, its agents, subtenants, licensees, contractors, customers, or employees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

At all times during the term hereof, Tenant shall keep in force, at its own expense comprehensive public Liability insurance in companies acceptable to Landlord and naming as insured both Landlord and Tenant and any mortgagee holding a mortgage encumbering Landlord's property with minimum single limits of \$250,000.00 on account of bodily injuries to or death of any person and \$50,000.00 on account of damage to property, each on an occurrence basis.

11. **DESTRUCTION OF PREMISES.** Tenant is responsible for any damage he or she has caused to the property. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs shall interfere with the business of Lessee of the premises. If such repairs cannot be made within said sixty (60) days, Lessor, upon agreement with lessee, which shall not be unreasonably withheld, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this Lease.
12. **LESSOR'S REMEDIES ON DEFAULT.** If Lessee defaults in the payment of or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within three(3) days for monetary default and ten(10) days for non-monetary default, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than 3 days notice for monetary default and 10 days notice for non-monetary

default. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee of other occupants and their effects. No failure to enforce any term shall be deemed a waiver. If Lessee defaults in the payment of rent, or any additional rent, Lessor is entitled to a \$100.00 per month, or a fraction thereof as a late fee which for the purpose of this Lease is considered additional rent.

13. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and conditions of the Lease whether incurred as a result of litigation or otherwise. For the purpose of this Lease, these costs are considered additional rent.
14. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor on the signing of this Lease the sum of \$500.00 as security for the performance of Lessee's obligations under this Lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor in the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

This security deposit will not, at anytime, be considered or applied to rent and Lessee agrees that the full month's rent will be paid the first of each and every month, including the last month of occupancy. In the event of a breach by the Lessee of any of the terms and conditions of this Lease agreement, the security deposit shall be retained by Owner, but the retention of the security deposit by the Lessor shall in no way be interpreted as preventing the Lessor from obtaining damages for breach of this Lease agreement and any other appropriate legal action.

This security deposit shall be returned to Lessee within 30 days after the expiration of the term of this Lease agreement, pursuant to the terms and conditions listed herein:

The return of the security deposit is conditional upon the following guidelines. Please note, charges will be deducted, from your security deposit, for any of these guidelines which have not been met. Any charges not covered after deducting them from your security deposit, will be billed to your forwarding address.

- a) Full term of this Lease Agreement has expired and all provisions therein complied with and Lessee has not been in default of any part of this Lease Agreement, at any time.
- b) Lessee must inform Lessor of the actual day of Lessee's move; then a mutual date must be scheduled with Landlord, during regular business hours, for a final walk-thru inspection of the premises. This date must be scheduled prior to the end of Tenant's Lease Expiration Date.
- c) Be certain all rent charges and late charges are paid in full.
- d) Entire premises, including any shelves or cabinets, must be cleaned and all debris and trash removed. Premises must be vacuumed.
- e) All walls must be patched/spackled so they are ready for painting.
- f) Forwarding address and keys to premises submitted to Landlord.
- g) Replace all burned out or missing light bulbs.
- h) Clean all windows, including their tracks.
- i) Wash all windows and glass doors. Remove any decals or signage.

15. **NO PETS ALLOWED IN OFFICES OR ON PREMISES UNLESS LESSOR GIVES PRIOR PERMISSION.**
16. **ATTORNEY'S FEES.** In case suit should be brought from recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
17. **WAIVER.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
18. **HANDICAP ACCESSABILITY.** The building as existing was built in 1950, and therefore is not considered in compliance with current ADA standards, Tenant shall be responsible for making all necessary arrangements to assist any persons with accessibility difficulties.
19. **SUB-ORDINATION.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
20. **Lessee shall not display, inscribe, paint, print, maintain or affix on any place, or about the building any sign, notice, legend, direction, figure, or advertisement, except on the designated signage areas. Than only such names and in such color, size, style, place, material and manner as shall first be approved, in writing by Landlord.**
- A. All rental payments should be made payable to:
PLAZA 85, INC. and submitted to:
204 NW 9TH Street
DELRAY BEACH, FL 33483
or Zelle to 561-706-3236
- B. Lessee shall pay Landlord 200% of the amount of Rent then applicable prorated on a per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. The foregoing provisions shall not serve as permission for Tenant to hold over, nor serve to extend the Term (although Tenant shall remain bound to comply with all provisions of the Lease until Tenant vacates the Premises) and Landlord shall have the right at any time thereafter to enter and possess the Premises and remove all property and persons therefrom.
- C. **Smoking is not permitted anywhere in the building; including but not limited to: offices, hallways, corridors, bathrooms, lobby, and courtyard.**
- D. All rental payments must be made in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Lessor's acceptance of partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of partial payment forfeit Lessor's right to collect the balance due on the amount, despite any endorsement, stipulation or other statement on any check, blank check, money order, etc.
- Any modification to this Lease must be made in a letter signed by the Lessor, in which the Lessor states and agrees to the modification. The Lessor may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this Lease.
- E. All plans for signage must be submitted, in advance, to Landlord prior to installation.
- F. **Tenant is responsible for locking their own suite door at all times and the main entrance door upon leaving the building if it is after 5 p.m. on weekdays and after 2 p.m. on Saturdays.**
21. **PARKING** is on a first come basis, no overnight storage of vehicles is allowed.
22. **CLEANING.** Bathroom shall be left clean and ready for use by others. Trash to be emptied in trash containers in parking lot. Tenants are responsible for professionally cleaning the carpet of their office upon vacating space, unless deemed not necessary by George Brewer.

23. **CONFERENCE ROOM.** Tenants who have permission from George Brewer to use conference room shall be responsible for leaving conference room in clean, free of trash or other, condition ready for use by others. Conference Room shall not be used as a lunch break room. Only a meeting room with clients.
24. **COURTYARD.** Courtyard door must remain closed and locked at all hours. Tenant guests, clients, and visitors shall enter through 4th Ave. lobby and entrance. Tenants shall not bring any furniture items to be placed in courtyard without permission of George Brewer.
25. **SECURITY AND HOURS.** Tenant is responsible for own security system. Tenant shall use good judgement in not encouraging break-ins or vandalism (i.e. leaving wallet or computer in plane sight). Lobby entrance shall be locked by last one to leave or by 5:30 pm. Visitors shall have a contact person via phone to unlock lobby entrance.
26. **NOISE.** No loud music or talking shall be permitted that would disturb another tenant or the owner.
27. **SIGNS.** Tenant signage shall be reviewed and approved by George Brewer prior to fabrication or installation of by Tenant or other. Tenant is responsible for obtaining all necessary permit(s) for signage.
28. **HURRICANE.** In the event of Hurricane warning Tenant is solely responsible for their contents. No Hurricane shutters will be provided by Lessor.
29. **ENTIRE AGREEMENT.** The forgoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties execution hereof: **EXHIBIT A and EXHIBIT B.**

Signed this 29TH day of APRIL 2023.

By: _____

Lessee: THE KNIGHT GROUP, LLC

Its: MANAGER

Witness _____

Witness _____

By: PLAZA 85 INC.

Lessor: _____

GEORGE BREWER

Its: President _____

Witness _____

Witness _____

EXHIBIT B

RULES AND REGULATIONS

Tenant covenants and agrees to keep and observe the following rules and regulations concerning the Building and the Premises. Landlord shall have the right from time to time to prescribe additional rules and regulations or amendments to existing rules and regulations which, in its judgment, may be desirable for the use, entry, operation and management of the Premises and Building, each of which additional rules and regulations or amendments shall become a part of this Lease. Tenant shall comply with such additional rules and regulations or amendments, provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

A. Tenant shall not conduct itself or permit its contractors, agents, employees or invitees to conduct themselves in the Premises or in the Building in a manner inconsistent with the character of the Building as an office building of the highest class or inconsistent with the comfort or convenience granted to Tenant.

B. Tenant shall not exhibit, sell or offer to sell on the Premises or in the Building any article or thing, except those articles and things essentially connected with the stated use of the Premises, without the advance written consent of Landlord.

C. Tenant shall not sell or offer to sell or use or permit to be sold or offered for sale or use in the Premises any alcoholic or other intoxicating beverage, except that Tenant may serve alcoholic beverages to its customers, guests and employees on special occasions provided that Tenant has delivered to Landlord certificates of insurance satisfactory to Landlord covering any possible liability resulting therefrom.

D. Tenant shall not display, inscribe, paint, print, maintain or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the premises and on the directory board of the Building, and then only such name and in such color, size, style, place, material and manner as shall first have been approved by Landlord.

E. Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant and shall not use any pictures or likeness of the building in any circulars, notices, advertisements or correspondence without Landlord's express consent in writing having been first obtained.

F. No bicycle or other vehicle and no dog or other animal or bird shall be brought or permitted to be in the Building or any part thereof without Lessor's permission.

G. Tenant shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, shall not create or maintain a nuisance therein, shall not disturb, solicit or canvas any occupant of the Building, and shall not do any act tending to injure the reputation of the Building.

H. Tenant shall not install any piano, phonograph or other musical instrument, or radio or television set in the Building, or any antennae, aerial wires or other equipment inside or outside the Building, without, in each and every instance, approval in writing by Landlord having been first obtained. The use thereof, if permitted shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

I. Tenant shall not attach or permit to be attached any additional locks or similar devices to any door or window nor shall Tenant make or permit to be made any keys for any door to the Premises or Building

other than those provided by Landlord (if more than two (2) keys for one (1) lock are desired by Tenant, Landlord may provide the same upon payment by Tenant).

J. If Tenant desires burglar alarm or signal service, Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Tenant shall make no boring, cutting, or installation of wires or tables without such directions.

K. Tenant shall not install blinds, shades, awnings or other form of inside or outside window covering or similar devices to the Building unless otherwise agreed by Landlord and Tenant.

L. Unless Landlord gives advance written consent in each and every instance, Tenant shall not install nor operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the Premises, not carry on any mechanical business therein, nor use the Premises for housing accommodations nor lodging or sleeping purposes, nor do any cooking, therein nor use any illumination other than electric light nor use or permit to be brought into the Building any hazardous wastes, inflammable oils or fluids such as gasoline, kerosene, naphtha and benzine, nor any explosives nor other articles deemed hazardous to life, limb, or property.

M. Tenant shall not place nor allow anything to be against or near the glass or partitions or doors of the Premises which may diminish the light in, or be unsightly from, halls, corridor or the courtyard of the Building, without Landlord's prior written consent.

N. Tenant shall not install in the Premises any equipment which uses an amount of electricity which exceeds the existing safety capacity without the written consent of Landlord having first been obtained. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such capacity.

O. Tenant understands the Premises is a smoke-free environment, this includes all building common areas and the Tenant's Premises.

P. Pets/Animals are not allowed anywhere in the building including but not limited to: offices, bathrooms and courtyard.

Q. Landlord reserves all rights to approve any Tenant signage that is placed in the common area.

R. Tenant agrees that Landlord may amend, modify, delete, or add new and additional reasonable rules and regulations for the use and care of the Premises the Project, and the common areas.

S. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of the same in such place within the building in which the Premises is situated as landlord may designate.