

TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, by and between DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter referred to as "CRA", and Emanuel Jackson Sr. Project, Inc., a Florida corporation, hereinafter referred to as the "Permittee".

WITNESSETH:

WHEREAS, CRA is the owner and manager of property located at 606 West Atlantic Avenue, and 640 West Atlantic Avenue, in the City of Delray Beach, Palm Beach County, Florida, as said property (the "Premises") is legally described in Exhibit "A" which is attached hereto, and incorporated herein by reference; and

WHEREAS, Permittee has requested the use of the Premises for special event activities and parking on a temporary basis for the Grand Opening Celebration associated with the Permittee's business located at 700 West Atlantic Avenue, to be held on Saturday, May 18, 2019; and

WHEREAS, CRA is willing to allow the Permittee to use the Premises for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, CRA hereby grants to the Permittee and the Permittee hereby accepts the use of the Premises hereinafter defined upon the following terms and conditions:

access to the Premises at all times during the Grand Opening event.

Section 3.02 Waste or Nuisance.

The Permittee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect CRA's fee interest in the Premises.

Section 3.03 Governmental Regulations.

The Permittee shall, at the Permittee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Permittee or its use of the Premises. The Permittee shall indemnify, defend and save CRA harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from the Permittee's failure to perform its obligations in this Section, including reasonable attorney's fees, paralegal expenses, and costs incurred at both the trial and appellate levels.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Agreement, the Permittee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to CRA in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. If the Permittee fails to remove any of the personal property from the Premises, then upon expiration of the Term of this Agreement, CRA may remove said personal property from the Premises for which the cost the Permittee shall be

and subject to the approval of the CRA. A Certificate of Insurance evidencing such insurance coverage shall be provided to the CRA within fifteen (15) days of the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The General Liability Policy shall include coverage for Premises - Operations, Contractual Liability, and Broad Form Property Damage Liability coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of the Permittee under this Agreement. In the event that the Permittee shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by the Permittee under this Agreement, CRA may procure same from such insurance carriers as CRA may deem proper, and the Permittee shall pay as Rent, upon demand of the CRA any and all premiums, costs, charges and expenses incurred or expended by CRA in obtaining such insurance. Notwithstanding the foregoing sentence, the Permittee shall nevertheless hold CRA harmless from any loss or damage incurred or suffered by CRA from the Permittee's failure to maintain such insurance.

Section 5.02 Indemnification.

The Permittee shall indemnify and save harmless the CRA from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Permittee, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim at both the trial and appellate levels. In the event CRA shall be made a party to any litigation

waiver, change or addition to this Agreement shall be binding upon CRA or the Permittee unless reduced to writing and signed by them.

Section 7.02 Notices.

Any consents, approvals and permissions by CRA shall be effective and valid only if in writing any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

(a) If to CRA:

Jeff Costello
Executive Director
20 N. Swinton Avenue
Delray Beach, FL 33444

with a copy to CRA's Attorney:

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Attn: David N. Tolces, Esq.

(b) If to Permittee:

Emanuel C. Jackson, Jr., President
700 West Atlantic Avenue
Delray Beach, FL 33444

Section 7.03 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 7.04 Governing Law.

This Agreement shall be governed by and interpreted according to the laws of the State of

the day and year first above written.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelly Petrolia, Chair

ATTEST:

Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel

WITNESS:

PERMITTEE:

Emanuel Jackson Sr. Project, Inc., a Florida not for
profit corporation

By:

Print Name: Sarah Keeler

Print Name: Emanuel Jackson Jr
Title: President

Sarah Keeler
Print Name: _____

Date: 3/21/2019