

RESOLUTION NO. 22-09-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA) AND ARTISTS OF PALM BEACH COUNTY FOR THE RENTAL OF THE CRA'S PROPERTY LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park Community Redevelopment Agency (CRA) is authorized to purchase, sell and lease real property within its community redevelopment area; and

WHEREAS, the CRA owns the property with the street address of 800 Park Avenue, and said property is within the community redevelopment area; and

WHEREAS, the CRA has agreed to enter into a License Agreement with the Artists of Palm Beach County for the rental of the property located at 800 Park Avenue, Lake Park, Florida; and

WHEREAS, the CRA has agreed to enter into a License Agreement authorizing the Artists of Palm Beach County to use 800 Park Avenue for uses including an Art Gallery and for the teaching of the arts to the public; and

WHEREAS, the License Agreement between the Town and Artists of Palm Beach County is attached hereto and incorporated herein as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Chairman of the CRA is hereby authorized and directed to execute the License Agreement attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Board Member Hockman who moved its adoption. The motion was seconded by Board Member Stevens and upon being put to a roll call vote, the vote was as follows:

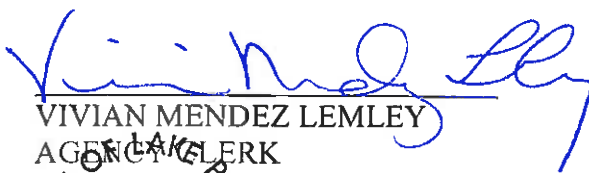
	AYE	NAY
CHAIR JAMES DUBOIS	<u>/</u>	___
VICE-CHAIR KENDALL RUMSEY	<u>/</u>	___
BOARD MEMBER STEVEN HOCKMAN	<u>/</u>	___
BOARD MEMBER JEANINE LONGTIN	<u>/</u>	___
BOARD MEMBER TIM STEVENS	<u>/</u>	___
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	___
BOARD MEMBER SUE-ELLEN MOSLER	<u>/</u>	___

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 22-09-12 duly passed and adopted this 5 day of September, 2012.

TOWN OF LAKE PARK, FLORIDA


BY: 
JAMES DUBOIS
CHAIR

ATTEST:


VIVIAN MENDEZ LEMLEY
AGENCY CLERK
TOWN OF LAKE PARK
TOWN SEAL

FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

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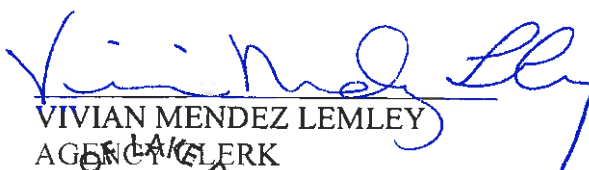
	AYE	NAY
CHAIR JAMES DUBOIS	<u>/</u>	—
VICE-CHAIR KENDALL RUMSEY	<u>/</u>	—
BOARD MEMBER STEVEN HOCKMAN	<u>/</u>	—
BOARD MEMBER JEANINE LONGTIN	<u>/</u>	—
BOARD MEMBER TIM STEVENS	<u>/</u>	—
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	—
BOARD MEMBER SUE-ELLEN MOSLER	<u>/</u>	—

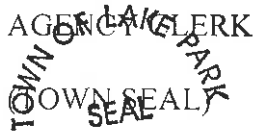
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TOWN OF LAKE PARK, FLORIDA

BY: 
 JAMES DUBOIS
 CHAIR


ATTEST:


 VIVIAN MENDEZ LEMLEY
 AGENCY CLERK



FLORIDA

Approved as to form and legal sufficiency:

BY: 
 THOMAS J. BAIRD
 AGENCY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License), entered into this 5 day of September 2012, between the TOWN OF LAKE PARK Community Redevelopment Agency, whose address is 535 Park Ave, Lake Park, FL 33403, (hereinafter CRA) and ARTISTS OF PALM BEACH COUNTY (hereinafter Tenant)

In consideration of the covenants and agreements recited herein below the CRA hereby rents to Tenant the property at 800 Park Avenue, Lake Park, Florida, 33403 (the Premises).

1. The Premises are to be used as an Art Gallery and for art classes and public education and for such other uses as the CRA specifically allows.
2. The Tenant's responsibilities to maintain this License throughout the term and any renewals include the Tenant providing:
 - Art class programs to the community and general public;
 - A monthly schedule of Arts/Crafts classes that shall be open to the general public, including:
 - At least one (1) Arts/Crafts class at no cost to the public held at least once a month beginning within 30 days of the final execution of this Agreement and then Arts/Crafts classes at no cost to the public held at least four (4) times per month beginning January 1, 2013 and continuing through the end of the Agreement period.
 - Operating the Studio Gallery Monday through Saturday as well as during sponsored Town of Lake Park, or CRA events;
 - A posting of written hours of operation for the Art Studio and Gallery.
 - The Gallery name "Art on Park Studio and Gallery" shall remain the same.
3. The Premises is to be licensed for a one year term. The term shall begin the 15th day of OCT, 2012, and end on OCT 14th 2013

4. There shall be no rent during the term of this Agreement, however Tenant shall be responsible for all operating expenses listed below and operating expenses shall be registered in the name of the Tenant.
 - Utilities: Electric and Water;
 - Garbage/Trash;
 - Sanitation;
 - Monthly telephone and internet;
 - Interior/exterior cleaning;
 - Grounds maintenance;
 - Insurance:
 - The Tenant shall be responsible for providing and paying for the cost of personal property (renters) insurance on all contents of the Premises.
 - The Tenant shall be responsible for reimbursing the CRA for the cost of property insurance on the building.
5. Tenant accepts the space "as is, where is" with no additions or alterations by the CRA. Any structural changes to the Gallery property will require Town Commission and Town of Lake Park CRA Board advance approval.
6. At the end of the term, the parties may agree to exercise mutual options to renew the License for an additional term, or for such modified term to which the parties mutually agree to.
7. The Tenant shall not assign the License, nor sub-let the Premises or any part thereof.
8. The CRA will keep the equipment listed in exhibit "A" attached hereto and incorporated herein at the Property for Tenant's use. Said equipment shall be maintained by the Tenant at Tenant's expense.
9. Tenant agrees to abide by the Required Professional Disciplines outlined in Article II of the Request for Qualifications.

10. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and the CRA shall not be liable for any damage to said personal property as a result of any fire, water damage from flooding, or the bursting or leaking of water pipes, or from any act of negligence of any occupants of the building or of any other person whomsoever. Tenant acknowledges that the CRA does not maintain insurance for the benefit of its Tenants' personal property, and that it is Tenant's responsibility to maintain its own insurance.
11. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County, the CRA and the Town of Lake Park and shall also promptly comply with and execute all rules, orders and regulations of the same, including, but not limited to all applicable building, and fire prevention codes. Tenant shall be responsible for obtaining from the Town of Lake Park all necessary licenses and permits to operate the Premises.
12. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the License, whereby the same shall be rendered in the opinion of the Town un-tenantable, then the CRA shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the CRA rendered tenantable within said time, either party may cancel this License, and in the event of such cancellation the Tenant shall coordinate any change in responsibility for the utilities with the CRA.

13. The prompt payment of the utilities for the Premises and the faithful observance of any rules and regulations which may be made by the CRA, are the conditions upon which the License is made and accepted and any failure on the part of the Tenant to comply with the terms of the License, or any of said rules and regulations which may be hereafter prescribed by the License shall at the option of the CRA, work a forfeiture of the License, and all of the rights of the Tenant hereunder.
14. If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, the CRA may enter the Premises without notice and without being liable in any way therefore, and maintain possession of the Premises and take such other actions thereafter as it deems appropriate.
15. The Tenant hereby pledges and assigns to the CRA all personal property, including, but not limited to, the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien against same may be enforced by distress foreclosure or otherwise at the election of the CRA.
16. It is hereby agreed between the parties that in the event the CRA decides to remodel, alter or demolish all or any part of the Premises, or in the event of the sale of all or any part of the Premises; requiring this space, the Tenant shall vacate the Premises upon 30 days advance written notice. It is furthered agreed between the parties that should any of these events occur Tenant may elect to cancel the License upon 30 days advance written notice to CRA.

17. The CRA, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures, alterations, or additions, which do not conform to the License, or to any written rules and regulations pertaining to the Premises.
18. CRA hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition, including plate glass, doors, locks, electrical wiring, plumbing and heating and air conditioning installations and any other system or equipment upon the premise. Tenant shall surrender the Premises in the condition they are in at the beginning of the first term of the License and shall maintain the Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said CRA immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant. The Town will keep the equipment listed in Exhibit 'A' which is attached hereto and incorporated herein at the Property for Tenant's use. Said equipment shall be maintained by the Tenant at the Tenant's expense.

19. The License shall bind the parties and their assigns or successors, heirs, and personal representatives.
20. It is understood and agreed between the parties that the written notice via certified mail or hand delivered to the parties at their respective addresses referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the License.
21. The rights of the CRA under the foregoing shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
22. It is further understood and agreed between the parties hereto that any charges against the Tenant by the CRA for service or for work done on the Premises by order of the Tenant or otherwise accruing under this License shall be the financial responsibility of the Tenant and shall be subject to the written approval of the CRA.
23. It is hereby agreed by the parties that any signs to be installed, or awnings, in connection with the use of the Premises shall be subject to the approval of the CRA. Any signs or awnings installed must also be permitted by the Town of Lake Park and Tenant is responsible for complying with all Town codes associated with such installation.
24. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional

information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.

25. The License shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the License shall be in Palm Beach County.


26. In the event either party shall be required to enforce the terms of the License, the prevailing party shall be entitled to recover its costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By  _____

Approved as to form
And Legal Sufficiency

By  _____
Thomas J. Baird, Esquire

ARTISTS OF PALM BEACH COUNTY

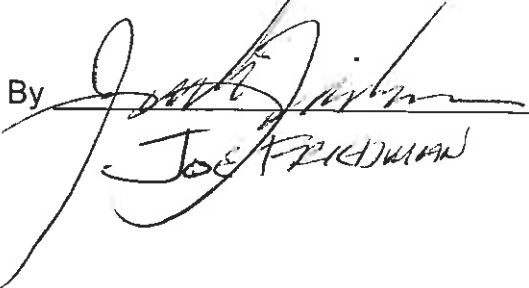
By  _____
Joe Friedman

Exhibit "A"

- Lighting System
- Air conditioning unit – must be maintained by Tenant
- Kiln (inside of kiln room)
- Refrigerator/Microwave/towel holder
- 1 Safe box
- 1 Wall hand dryer
- 1 wall mirror
- Partitions – 11 (white) 7 (grey)
- Pedestals – 8 (white) 2 (black)
- (3) potters wheels
- 1 Desk
- 1 Jewelry case
- 3 Chairs
- Trash can – 1 tall (bathroom) 1 small (reception area)
- Filing cabinet
- 1 Lg. artificial plant
- 1 Art on Park entrance carpet
- 1 Fire extinguisher
- 1 Easel
- 1 Ladder and 1 broom
- 1 Aluminum shelving
- 1 Counter for cash register
- Security cameras/system shall remain on premises and be maintained by Tenant

In the event that the lighting system needs to be changed/replaced, a written request shall be submitted to the Town Clerk's office by the Tenant, for CRA Board and Commission approval.

In the event the kiln equipment needs removal from the premises, a written request shall be submitted to the Town Clerk's office by the Tenant, for CRA Board and Commission approval.

It is recommended that the AC Unit be maintained periodically and filters must be changed on a monthly basis at the Tenant's expense