

RESOLUTION NO. 57-12-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH ARTISTS OF PALM BEACH COUNTY FOR THE USE OF THE TOWN'S PROPERTY AT 800 PARK AVENUE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town has all of the powers and authority conferred upon it pursuant to the Florida constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously approved a License Agreement with Artists of Palm Beach County (Artists) for the use of the Town's property at 800 Park Avenue. The Agreement provides that the tenant is responsible for all terms and conditions set forth in the License Amendment; and

WHEREAS, the Town Manager recommends that the Town enter into a second Amendment to the License Agreement to permit Artist to continue its occupancy of the Property from commencing on December 1, 2016 thru November 30, 2017.

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 Mayor is hereby authorized and directed to execute the License Agreement with The Artists of Palm Beach County attached hereto and incorporated herein as **APPENDIX "A"**.

Section 3. This Resolution shall be effective upon execution.

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

	AYE	NAY
CHAIR JAMES DUBOIS	<u>/</u>	___
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	___
BOARD MEMBER ERIN FLAHERTY	<u>/</u>	___
BOARD MEMBER ANNE LYNCH	<u>/</u>	___
BOARD MEMBER MICHAEL O'ROURKE	<u>/</u>	___
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	___
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	___

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 57-12-16 duly passed and adopted this 7 day of December, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
CHAIR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
AGENCY CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
AGENCY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License), entered into this 7th day of December, 2016, 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 and Crafts classes that shall be open to the general public, including:
 - At least one (1) Arts/Crafts class at no cost to the public shall be held at least once a month beginning within 30 days of the execution of this Agreement and then Arts/Crafts classes at no cost to the public held at least four (4) times per month beginning November 1, 2016 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 1st day of December, 2016, and end on November. 30th, 2017.

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 prior 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 whether maintained or operated shall be done at the Tenant's expense. Equipment that requires specialized instruction or operation, must be staffed by a qualified instructor/operator at the expense of the Tenant.

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.

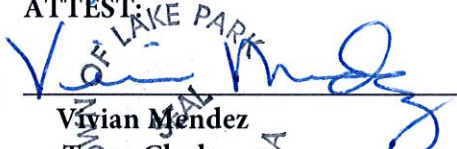
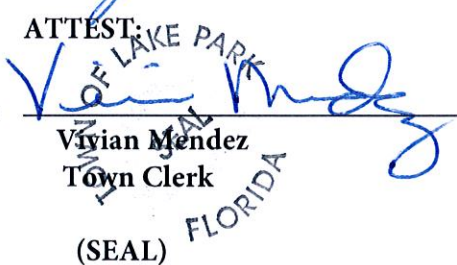
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By 
James DuBois, Chair

Approved as to form
And Legal Sufficiency

By 
Thomas J. Baird, Esquire

ATTEST:

Vivian Mendez
Town Clerk
(SEAL) 

ARTISTS OF PALM BEACH COUNTY

By _____