

RDA-2. A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, A LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND VIDA BROS, LLC D/B/A SHAVING DISTRICT (TENANT), FOR USE OF APPROXIMATELY 1,750 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR SHOPS AND GARAGE, AS A HIGH-END BARBERSHOP LOCATED AT 100 16TH STREET, SUITE NOS. 1-2 (PREMISES), FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH A ONE (1) RENEWAL TERM OF FOUR (4) YEARS AND THREE HUNDRED AND SIXTY-FOUR (364) DAYS, AT THE OPTION OF THE RDA; AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE LEASE AGREEMENT.

Applicable Area:

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, Executive Director

DATE: February 26, 2025

TITLE: A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, A LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND VIDA BROS, LLC D/B/A SHAVING DISTRICT (TENANT), FOR USE OF APPROXIMATELY 1,750 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR SHOPS AND GARAGE, AS A HIGH-END BARBERSHOP LOCATED AT 100 16TH STREET, SUITE NOS. 1-2 (PREMISES), FOR A PERIOD OF FIVE (5) YEARS WITH ONE (1) RENEWAL TERM OF FOUR (4) YEARS AND THREE HUNDRED AND SIXTY-FOUR (364) DAYS, AT THE OPTION OF THE EXECUTIVE DIRECTOR'S DISCRETION; AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE LEASE AGREEMENT.

### **RECOMMENDATION**

The Administration recommends the Chairperson and Members of the Miami Beach Redevelopment Agency accept the recommendation from the Finance and Economic Resiliency Committee, approving a new Lease with Vida Bros, LLC to bring an upscale Barber Shop to the Anchor Shops.

### **BACKGROUND/HISTORY**

The Miami Beach Redevelopment Agency (the RDA or Landlord) is the owner of a facility containing a municipal parking garage ("Garage") and certain retail spaces ("Retail Space") bounded by Washington Avenue and Collins Avenue in the proximity of 16<sup>th</sup> Street (the "Facility"), which includes approximately 1,750 square feet of ground floor retail space, located at 100 16<sup>th</sup> Street Suites Nos.1-2, Miami Beach, Florida 33139 (the "Premises"). Following the lease expiration of the previous Tenant (Mr. R Sports) in 2022, the premises remained vacant. The City, on behalf of the RDA, began marketing the space for lease upon its vacancy. The City also requested a Market Rent Analysis from CBRE for comparable spaces. As per their analysis, the market rent for comparable space is \$55.00 per square foot, on a triple net (NNN) basis.

Initially, the Landlord utilized CBRE's services to secure prospective tenants. However, after not receiving any viable leads, the Landlord decided to market the space under its own program. In 2023, leasing efforts were halted, pending the final decision of the South Shore Community Center, in the event these vacancies would be needed to relocate Tenants to this property. Recently, the Landlord started negotiations with Vida Bros, LLC, a Florida limited liability company d/b/a Shaving District for a high-end Barbershop as depicted in **Exhibit B**. Attached hereto as **Exhibit A** is the Letter of Intent (LOI), containing the below basic terms and conditions of the proposal:

**Premises:** Premises located at 100 16<sup>th</sup> Street, Suites Nos. 1 - 2, Miami Beach, FL

**Lease Term:** The term of this Lease shall be for a period of five (5) years.

**Renewal Options:** One (1) four (4) Years and Three Hundred and Sixty-Four (364) days, at Landlord's option.

**Commencement Dates & Rent Abatement:** Lease Commencement Date will be at lease execution.

Rent Commencement Date will be on the earliest of: 1) Date tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after the delivery date – Subject to Landlord's Delays.

The Rent Abatement period shall be months 1 – 4 of the Lease Term. Tenant shall be required to pay all Operating Expenses and Sales Tax during the Rent Abatement period

**Minimum Rent Schedule:**

Initial Term		
Year(s)	Annual Rent/SF	Annual Rent
1	\$55.00	\$96,250.00
Rent to increase 3% per year during the Lease Term.		

Base rent shall increase to market rent or the greater of 3% above prior year base rent for any renewal option(s). All other terms and conditions of the Lease shall remain the same.

**Sales Tax:** Tenant shall pay the applicable sales tax currently equivalent to 3% in Miami-Dade County.

**Prepaid Rent:** Tenant shall be required to pay the first month's gross rent in the amount of \$8,020.83 (inclusive of operating expenses and sales tax) which shall be due upon Tenant's lease execution.

**Security Deposit:** The amount of \$16,041.83 (subject to Landlord's review of Tenant's financials and credit report) shall be due upon Tenant's execution of the Lease documents, in addition to first month's rent.

**Operating Expenses:** The Tenant shall be responsible to pay its proportionate share of the actual expenses necessary to operate the property, including but not limited to real estate taxes, insurance, common area maintenance, etc. For this Lease, the NNN charges for Year 1 of the Lease Term shall be \$14.00 per square foot plus applicable sales tax.

The controllable portion of the building's operating expenses shall not increase more than five percent (5%) in any calendar year during the Lease Term.

**Utilities:** Tenant shall pay for its own utility usage, beginning upon delivery date.

**Tenant Improvement Allowance:**

Tenant shall accept the premises in "AS-IS" condition. Landlord shall reimburse Tenant up to One Hundred Thousand Dollars (\$100,000.00) for the cost associated with demising the space, including without limitation, adjusting all Fire Life Safety System, HVAC duct work and electrical system. Tenant shall perform all other necessary construction work at its sole cost and expense.

**Tenant's Work:**

Tenant shall build out the Premises according to Tenant's requirements ("Tenant's Work") subject to Landlord's consent, which consent shall not be unreasonably conditioned or withheld.

Tenant shall have the right to select a contractor and architect of its choice, subject to Landlord's consent, which shall not be unreasonably, conditioned or withheld. There shall be no construction management fee due to Landlord for any approved Tenant Improvement work. Tenant will not be required to use Union Labor to perform its work.

**Maintenance & Repair:**

Landlord shall be responsible for all repairs to the foundations and for all structural components of the Facility. Tenant's obligation for repairs, replacements and maintenance shall include, but not be limited to, its equipment; fixtures; improvements; floor covering; the exterior and interior portions of all doors, door locks, security gates, and windows; plumbing and sewage facilities not Landlord's obligation; walls; ceilings; and all plate glass; all electrical systems and equipment; plumbing, mechanical equipment; heating, ventilating and air-conditioning machinery. Additionally, Tenant shall maintain and keep in good repair, all heating and air-conditioning equipment. Tenant further agrees to regularly service said machinery and change the filters in the air-conditioning system in the Premises through a monthly filter and equipment service contract.

**Assignment & Subletting:**

Tenant shall not assign the lease or sublet the Premises without the prior written consent of Landlord, which consent may be withheld at the sole and absolute discretion of the Landlord.

**Permitted Use:**

Tenant should use the Premises for high-end Barber Shop, and retail items related to hair care and/or grooming or as otherwise detailed and approved in writing by the Landlord.

**Exclusive Use:**

Tenant requires that no other retailers with similar and related products or services to the Approved Use lease or sublease space in the building.

**Percentage Rent:**

Six percent (6%) over the natural breakpoint for the first year.

**Operations:**

Tenant agrees that on Rent Commencement Date, it will open and continuously operate the entire Premises to the public, fully fixtured, staffed and stocked.

**Tenant's Signage:** Per City of Miami Beach Sign Criteria and approval of all necessary Governmental agencies.

**Tenant Financials:** This proposal is subject to Landlord's review and approval of Tenant's financial statements.

**Guarantor(s):** Full personal guaranty shall be required by all owners and spouses.

**Brokers:** Luis Aguirre with Wilshire Advisory Group. represents the Tenant. Landlord shall pay a commission to Wilshire Advisory Group in accordance with the Listing Agreement.

**Public Benefit:** As a material consideration for the granting of this Lease, Tenant agrees to comply with, and provide to Landlord the Public Benefits set for below, here to throughout the Lease Term. Tenant should provide "on the first day of each quarter" a public benefit report detailing the public benefit for the preceding quarter.

- Tenant will provide a 25% discount to Miami Beach Senior and Miami Beach First Responders.

As contained in said Letter of Intent, the Base Rental Rate is \$55.00 per square foot (PSF), with three percent (3%) annual increases. The Operating Expenses for the Anchor Shops building are estimated at \$14.00 per square foot for 2025. The schedule of Base Rent and Operating Expenses due over the initial term are illustrated in the following chart:

Year	Annual Base Rent	Monthly Base Rent	Annual Base Rent Less Abatement	Annual OPEX	Monthly OPEX
1	\$ 96,250.00	\$ 8,020.83	\$ 64,166.67	\$ 24,500.00	\$ 2,041.67
2	\$ 99,137.50	\$ 8,261.46	\$ 99,137.50	\$ 25,235.00	\$ 2,102.92
3	\$ 102,111.63	\$ 8,509.30	\$ 102,111.63	\$ 25,992.05	\$ 2,166.00
4	\$ 105,174.97	\$ 8,764.58	\$ 105,174.97	\$ 26,771.81	\$ 2,230.98
5	\$ 108,330.22	\$ 9,027.52	\$ 108,330.22	\$ 27,574.97	\$ 2,297.91
<b>Total</b>	<b>\$511,004.32</b>		<b>\$ 478,920.99</b>	<b>\$130,073.83</b>	

The leasing brokerage commission shall be in accordance with the City-approved Brokerage Agreement: Three percent (3%) of the Base Rent, payable to the Broker in two installments, fifty percent (50%) upon lease execution and fifty percent (50%) upon opening of the Premises by Tenant and rent commencement as illustrated in the following chart. The brokerage fees to be paid in FY 2025 and 2026 will be:

<b>Wilshire Advisory Group Commission</b>	
Total Base Rent Years (1-5)	\$ 511,004.32
3%	\$ 15,330.13
2025 Installment 1 (50%)	\$ 7,665.06
2026 Installment 2 (50%)	\$ 7,665.06

## **ANALYSIS**

Since the last tenant vacated, efforts have been made to secure a tenant that aligns with the City of Miami Beach's standards. This proposal, from a high-end barbershop, not only meets these standards but also brings a new level of diversity to our retail area, adding a unique service offering to the tenant mix.

The proposed lease includes a base rental rate of \$55.00 per square foot, along with estimated operating expenses of \$14.00 per square foot. The base rent will increase by 3% annually, ensuring steady revenue growth. Over the five-year lease term, this structure is projected to generate approximately \$511,004.32 in total revenue for the City.

Rent commencement is scheduled for the earlier of the Tenant opening for business or three-hundred and sixty-five (365) days after the delivery date, providing ample time for the Tenant to obtain necessary permits and complete their build-out.

This lease agreement represents a financially beneficial opportunity for the City while introducing a distinctive and valuable addition to the retail area.

## **Finance and Economic Resiliency Committee (FERC) Recommendation**

This item was discussed at the January 24, 2025, Finance and Economic Resiliency Committee (FERC) meeting. The Committee recommended in favor of approving a new lease with Vida Bros, LLC containing the terms and conditions outlined above.

## **FISCAL IMPACT STATEMENT**

The proposed lease agreement ("Lease"), a draft copy of which is attached hereto as Exhibit "C", will result in a fiscal impact of \$15,330.13, which will be paid to the leasing brokerage firm as part of the approved City brokerage agreement. This amount will be disbursed in two equal installments of \$7,665.06 (half upon lease execution and half upon Tenant opening and rent commencement). In addition, Landlord shall reimburse Tenant up to One Hundred Thousand Dollars (\$100,000.00) for the cost associated with demising the space, including, without limitation: adjusting the Fire Life Safety System, HVAC duct work and electrical systems to accommodate the proposed demising wall, as depicted in the Interior Design Concept attached hereto as Exhibit B, which shall be finished on both sides. Tenant reimbursement schedule will be further detailed in the Lease. Tenant shall perform all other necessary construction work at its sole cost and expense.

The fiscal impact for the brokerage commission has been allocated within the following account: 465-1995-000312 and for the Tenant Allowance, under 465-2995-000342. The Lease will also contribute significantly to the City's revenue, generating an estimated \$478,920.99 in Base Rent and approximately \$130,073.83 in Operating Expense reimbursements, over the initial lease term, with potential for additional revenue during subsequent lease extensions.

## **Does this Ordinance require a Business Impact Estimate?** (FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

**FINANCIAL INFORMATION**

**CONCLUSION**

The Administration recommends the Chairperson and Members of the Miami Beach Redevelopment Agency accept the recommendation from the Finance and Economic Resiliency Committee, approving a new Lease with Vida Bros, LLC to bring an upscale Barber Shop to the Facility.

**Applicable Area**

South Beach

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?**

No

**Is this item related to a G.O. Bond Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

**Department**

Facilities and Fleet Management

**Sponsor(s)**

**Co-sponsor(s)**

**Condensed Title**

A Lease Agreement between the RDA and Vida Bros, LLC (dba Shaving District) at Anchor Garage and Shops.

**Previous Action (For City Clerk Use Only)**



December 19, 2024

VIA EMAIL

Ozzie Dominguez  
Director of Asset Management  
City of Miami Beach,  
1833 Bay Rd, 2<sup>nd</sup> Floor  
Miami Beach, FL 33139

**Re: PROPOSAL TO LEASE AT 100 16 ST ST., MIAMI BEACH**

Hello Ozzie:

Wilshire Advisory Group has been formally authorized by VIDA BROS, LLC ("Tenant"), as its exclusive broker, to submit the following proposal ("Proposal") pursuant to which Tenant would enter into a Lease with CITY OF MIAMI BEACH CITY HALL (please confirm entity) ("Landlord") at the below-referenced Building.

- 1. BUILDING ADDRESS AND NAME** 100 16 St Miami Beach, FL ("Building")
- 2. REFERENCE** <https://shavingdistrict.com/>

For videos of Tenant's existing locations, please see below:  
[Shaving District Presentation - Videos](#)

- 3. USE** Tenant shall use Premises for high-end Barber Shop and retail items related to hair care and/or grooming or as otherwise detailed and approved in writing by the Landlord ("Approved Use")

The following paragraph o be addressed in the Lease:

Landlord represents that the Premises can be occupied and utilized for the Approved Use without the need to obtain the consent of any other tenant or occupant of the Building (e.g. with a right of first offer or refusal; or option to renew) and that no tenant or occupant has the right to restrict or reject the Approved Use in any way.

- 4. EXCLUSIVE USE** Tenant requires that no other retailers with similar and related products or services to the Approved Use lease or sublease space in the Building. To be further addressed in the Lease document.



5. **PREMISES** 1,590 rentable square feet located in the above-referenced Building ("Premises") The exact rentable square footage shall be subject to Tenant's review of the Building's site plan(s), previously prepared and certified by a licensed architect.
6. **LEASE TERM** Five (5) years.
7. **RENEWAL** Four (years) and 364 days renewal option at Landlords discretion. The Base Rent shall be the greater of market rents or three percent (3%) higher than what Tenant paid in the last month of the prior lease term. Annual escalations shall continue at three percent (3%) thereafter.
8. **LEASE COMMENCEMENT DATE** Lease Commencement shall be upon mutual execution of a Lease document.
9. **DELIVERY DATE** TBD
10. **DELIVERY CONDITIONS ON DELIVERY DATE.** The Premises shall be delivered to Tenant on Delivery Date properly demised, and free of any existing rights or options of any other tenant(s) with Landlord's Work substantially complete and in compliance with applicable laws.
11. **LATE DELIVERY OF PREMISES** In the event Landlord fails to deliver the Premises in the condition required above before the Delivery Date ("Late Delivery"), Tenant shall receive one (1) day of abatement of Rent for each day past the Delivery Date.
- If a Late Delivery is more than 180 days, Tenant may, at its option, by notice in writing to Landlord any time thereafter, but prior to such a time as Landlord delivers the Premises in the condition required or completes the Schedule of Deliveries, cancel the Lease, in which event the parties shall be discharged from all obligations thereunder.
12. **LEASE CONTINGENCIES** Tenant's obligations under the Lease shall be contingent upon:
- (i) (if applicable) the approval of Tenant's use or the change of use by all authorities;
  - (ii) receipt as of the Lease Commencement Date of "as-built"/existing plans, including architectural drawings, elevations, MEP drawings, structural drawings and any other plans / drawings providing information necessary for Tenant to create its improvement plans; and
  - (iv) (if applicable) receipt of all final, permitted plans (in both CAD and PDF formats) related to Landlord's Work.



**13. RENT COMMENCEMENT DATE**

Rent Commencement shall be earlier of:

- (a) Tenant opening for business with all required permits issued by local authorities; or
- (b) Three hundred and sixty-five days after the later of (i) Delivery Date, - subject to Landlord's Delays (as defined hereinbelow)

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**14. RIGHT TO EARLY OCCUPANCY**

Upon Lease Commencement Date, Tenant shall be permitted access to the Premises for the purposes of planning, permitting, performing tenant improvement work, installing equipment, furniture, fixtures, and all related network and telecommunications cabling, provided Tenant's access shall not interfere with the timely completion of the Landlord's Work. Tenant shall comply with all the terms and conditions of the Lease; however, Tenant shall have access to the Premises at no charge prior to the Rent Commencement Date for such purposes.

**15. BASE RENT (NNN)**

\$55.00 per rentable square foot per year, triple net (NNN) plus applicable sales tax.

**16. NNN CHARGES**

The Tenant shall be responsible to pay its proportionate share of the actual expenses necessary to operate the property, including but not limited to real estate taxes, insurance, common area maintenance, etc. For this Lease, the NNN charges for Year 1 of the Lease Terms shall be \$14.00 per square foot per year plus applicable sales tax.

The controllable portion of the Building's operating expenses shall not increase more than five percent (5%) in any calendar year during the Lease Term.

**17. BASE RENT INCREASE**

The Base Rent shall be increased annually by three percent (3.0%) per year commencing with the thirteenth (13<sup>th</sup>) month of the Lease Term.



**18. RENT ABATEMENT**

Base Rent shall be abated ("Abatement") for the first four (4) months after Rent Commencement Date - subject to Landlord's Delay as defined herein.

**19. UTILITIES**

Tenant shall pay for its own utility usage, beginning upon Delivery Date.

Tenant shall have no obligation to pay any impact, sewer tap-in, connection or similar fees associated with Tenant's Improvements at the Premises, nor or any fee or charge for any asset, improvement or capacity which runs or remains with the Premises on a permanent basis so that the benefit thereof is retained by Landlord, and any such fee, if any, shall be Landlord's responsibility.

**20. LANDLORD'S WORK**

Landlord, at Landlord's sole expense, shall deliver the Premises substantially completed and in accordance with all applicable laws and regulation, with the following items ("Landlord's Work"):

- i. all mechanicals in the Premises, including HVAC, plumbing, electrical, water and sewage, fire alarm and sprinklers, shall be delivered in new like condition;
- ii. roof without any damage/leaks;
- iii. Utility meters installed in the premises;
- iv. HVAC unit (two 2.5 ton Units) installed with all components in good working condition;
- v. Standard water and sewage/sanitary connections stubbed to the Premises;
- vi. The units are equipped with a 60A 277/480V 3 Phase Mian located at the building electrical room, from which conduits travel underground to each retail space, where it gets stepped down through a 30KVA transformer. At that stage, there is a 120/208V 3 Phase 100A-42 space panel board.
- vii. all other areas in the common areas/outside areas of the Building and Premises shall be delivered in accordance/compliant with all existing applicable federal, state and local laws and regulations.

**21. TENANT'S WORK**

Tenant shall build out the Premises according to Tenant's requirements ("Tenant's Work"). Tenant shall control the Tenant Improvement construction process and Landlord shall provide consent to any Tenant Improvement work properly presented for approval, which consent shall not be unreasonably conditioned or withheld.

Tenant shall have the right to select a contractor and planner of its choice. Landlord shall have the right to reasonably approve said contractor and architect. There shall be no construction management fee due to Landlord for any approved Tenant Improvement work. Tenant will not be required to use Union Labor to perform its work.



- 22. TENANT IMPROVEMENT ALLOWANCE** Tenant shall accept the premises in “**AS-IS**” condition (other than those items detailed under Landlord Work, below). Landlord shall reimburse Tenant One Hundred Thousand Dollars (\$100,000.00) for the cost associated with demising the space, adjusting all Fire Life Safety System, HVAC duct work and electrical system. Tenant reimbursement schedule will be further detailed in the lease. Tenant shall perform all other necessary construction work at its sole cost and expense
- 23. SECURITY DEPOSIT** Upon execution of the Lease document, Tenant shall deposit the equivalent of two (2) month of Base Rent as Security Deposit.
- 24. PARKING** TBD WITH PUBLIC PARKING AUTHORITIES
- 25. SIGNAGE** Tenant signage to follow the Landlord and City of Miami Beach signage criteria.
- 26. RIGHT TO ASSIGN THE LEASE OR SUBLEASE THE PREMISES** RELATED ENTITIES OR AFFILIATES  
To be further addressed in the Lease and ALWAYS with Landlord's written consent.  
  
UNRELATED ENTITIES  
To be further addressed in the Lease and ALWAYS with Landlord's written consent.
- 27. QUIET ENJOYMENT** Provided that Tenant performs all of its obligations under the Lease, Tenant shall have the right to peaceably enjoy the Premises during the Term of the Lease and any Renewal Terms, subject to all of the terms and conditions contained in the Lease, from and against all persons holding an interest in the Building from and through Landlord.
- 28. RESTORATION** To be addressed further in the Lease.
- 29. OTHER LANDLORD RESPONSIBILITIES:** Landlord will keep in good condition and in good working order and repair and replace (as necessary) the following portions of the Building and Premises including:
- i. The structural components of the Building, including structural, party and load-bearing walls, the roof, roof membrane, foundation, columns, with the Building to be watertight and free from seepage.
  - ii. Maintain, repair or replace all Building's common areas.
  - iii. All fire alarms and sprinklers, where applicable.
- Tenant will have no liability for the cost of, or the work related to, any structural or capital repairs to the Premises or Building. Landlord to be responsible for latent defects, without Tenant having to pay for those in the Operating Expenses of the Building.



**30. BROKERAGE**

Wilshire Advisory Group represents Tenant, and it shall be paid a 3% (on the net obligation of Base Rent) market commission pursuant to a separate commission agreement.

**31. GUARANTOR**

Full personal guaranty shall be required by all owners and spouses.

All other terms and conditions of the lease are subject to mutual agreement between Landlord and Tenant, if not specifically covered herein. It is to be strictly understood and agreed to by all parties involved that all the terms and conditions of this Proposal are only an outline of major contemplated Lease provisions and that these terms and conditions do not constitute a legally binding agreement between the parties to enter a new Lease agreement or renew an existing Lease. Neither the Tenant nor the Landlord shall have any contractual obligation resulting from sending or receiving this Proposal, nor shall either party incur in any obligation or liability until a Lease and all related documents have been fully executed and properly exchanged by/between all parties. In the event a Lease document cannot be agreed upon and/or executed by all parties, or the parties do not approve the transaction hereto, regardless of the reason, then neither party shall have any liability hereunder nor shall have any obligation to continue discussions or negotiations for such Lease, notwithstanding that either or both parties may expend substantial efforts and sums in anticipation of entering a Lease obligation in a document. No representation or recommendation is made by Wilshire Advisory Group, its agents, or employees as to the legal sufficiency, legal effect, or tax consequences of this document, and subsequent lease documents to be executed by the parties. In any real estate transaction, it is recommended that Tenant consults with a qualified professional, such as an attorney, an architect, planner, civil engineer, industrial hygienist or any other with qualifications and experience in evaluating the viability of Tenant's intended use of the Premises in the Building, as well as the measurements and physical condition of the property - including the possible presence of any hazardous material such as radon gas, asbestos, etc.

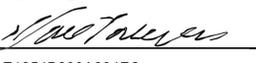
On behalf of VIDA BROS, LLC, we look forward to a favorable response to this NON-BINDING LETTER OF INTENT/Proposal. Should you have any questions or require additional information, please feel free to contact me at my office.

Sincerely,

Luis A. Aguirre  
Vice President

Agreed and approved,

VIDA BROS, LLC  
or it's duly authorized representative.

Signed by:  
By:   
E1254B280A234FC...  
Name: Daniel Iribarren

Title: owner

Date: 1/22/2025

Agreed and approved,

CITY OF MIAMI BEACH CITY HALL  
or its duly authorized representative.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT "B"

Interior Design Concept





**LANDLORD:**

Miami Beach Redevelopment Agency, a public body  
corporate and politic  
1700 Convention Center Drive  
Miami Beach. Florida 33139

**TENANT:**

VIDA BROS, LLC  
100 16<sup>th</sup> Street. Suite 1-2  
Miami Beach, FL. 33139

**DATE OF EXECUTION:**

\_\_\_\_\_

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**ANCHOR SHOPS AT SOUTH BEACH RETAIL LEASE**

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DRAFT

## LEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined, or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and Its Exhibits, which are attached to and made a part of this Summary.

1. Date of Lease Execution:
2. Landlord: Miami Beach Redevelopment Agency
3. Landlord's Address: Miami Beach Redevelopment Agency  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Asset Management Division  
  
with a copy to: City of Miami Beach  
Miami Beach Redevelopment Agency  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Legal Department
4. Tenant Name: VIDA BROS, LLC
5. Tenant's Address: 100 16<sup>th</sup> Street, Suite 1-2  
Miami Beach, FL. 33139
6. Guarantor: Daniel Francisco Iribarren / David Restrepo /  
Maria Victoria Iribarren
7. Guarantor's Address: 1900 N Bayshore Dr. Apt 903.  
Miami, FL. 33139
8. Premises (section 1.1): 100 16<sup>th</sup> Street. Suite 1 and 2  
Miami Beach, FL. 33139  
As shown in Exhibit A
9. Gross Rentable Area of Interior Premises (section 1.1): Approximately 1,750 square feet.
10. Gross Rentable Area of Retail Space (section 1.1): Approximately 20,500 rentable square feet

11. Tenant's Proportionate Share (section 2.4):

8.536% of Gross Rentable Area of Retail Space

12. Permitted Use of Premises (section 3.1):

Premises shall be used as high-end barber service and retail products related to grooming and hair care (and subject to the Prohibited Uses described in "Exhibit F" to the Lease).

13. Term of Lease and Expiration Date:

Lease Term is five (5) years from the Commencement Date.

"Commencement Date": The date Landlord and Tenant execute the Lease.

"Rent Commencement Date": The earliest of: 1) The date Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after the delivery date of possession ("Possession Date").

"Rent Abatement Period": During the first four (4) months after the first to occur: 1) Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after the Possession Date, Tenant's Minimum Rent payment shall be abated (Abatement Period). Tenant shall be required to pay all Operating Expenses (Additional Rent) and Sales Tax during this Rent Abatement Period.

"Renewal Options": One (1) renewal term of Four (4) years and 364 days at Landlord's option. The Minimum Rent shall be the greater of market rents or three percent (3%) higher than what Tenant paid in the last month of the prior Lease Year. Annual escalations shall continue at three percent (3%) thereafter.

14. Minimum Rent (section 2.2):

MONTHS	COST PER SQUARE FOOT	ANNUAL/ MONTHLY PAYMENT
Year 1-Rent Commencement	\$55 per square foot	\$96,250/ \$8,020.83
Year 2-End of Lease Term	See Note (“	See Note (“

**Note (“** Commencing on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding Lease Year (as defined in section 2.1) thereafter during the Term of the Lease, the Minimum Rent shall be increased annually in increments of three percent (3%)”.

15. Percentage Rental Rental (section 2.3):

Six Percent (6%) of Natural Breakpoint (as described in section 2.3)

16. Prepaid Rent (section 2.2):

\$8,020.83 due upon execution of Lease; to be applied to first full month Rent due.

17. Security Deposit (section 2.7):

\$16,041.66 (due upon execution of Lease)

18. Operating Expenses (section 2.4):

Proportionate share of Property Taxes, Common Area Maintenance and Insurance on the Anchor Shops and Parking Garage. The Controllable Operating Expenses (as defined in section 2.4) shall not increase more than five percent (5%) in any calendar year during the Lease Term.

LEASE YEAR	COMMON AREA MAINTENANCE (CAM) COST PER SQUARE FOOT	ANNUAL / MONTHLY PAYMENT
Year 1-Rent Commencement Date	\$14.00 per square foot plus sales tax	\$24,500.00 / \$2,041.67 plus sales tax
Year 2-End of Lease	See Note (*)	See Note (*)

**Note (\*)** Beginning on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding Calendar Year (as defined herein) thereafter, during the Term, the Operating Expense payment shall be adjusted, on an annual basis for the period from January 1st through December 31st (each a "Calendar Year"), to reflect Tenant's actual Proportionate share of Property Taxes, Insurance costs (including insurance costs, determined at Landlord's sole discretion, under Landlord's self-insurance fund), and CAM costs incurred by the Landlord during the previous Lease Year ("Operating Expense Adjustment"). Simultaneously with this adjustment, Tenant shall be responsible for paying any difference between the Proportionate Share of the estimated Operating Expenses paid by Tenant during the previous Calendar Year and the Proportionate Share owed by Tenant in connection with the actual Operating Expenses for the previous Calendar Year ("Operating Expense True-Up").

The Operating Expense payment shall continue to be payable in monthly installments as otherwise described above until Landlord notifies Tenant of the new monthly Operating Expense payment and Operating Expense True-Up payment. Landlord shall attempt to so notify Tenant prior to the commencement date or within 30 days of being requested by Tenant of each Operating Expense Adjustment and Operating Expense True-Up amount: however, failure of Landlord to timely notify Tenant of said Operating Expense Adjustment/True-Up amounts shall not be deemed a waiver by Landlord of the right to collect said Operating Expense Adjustment/True-Up; the new Operating Expense Adjustment or any sums due pursuant to the Operating Expense True-Up for the previous Calendar Year shall be payable, retroactive to the effective date of said adjustment date, upon notification by Landlord to Tenant of the new monthly Operating Expense payment amount and the total Operating Expense True-Up amount due.

19. Comprehensive General Liability Insurance (section 6.1):	\$1,000,000.00 per occurrence. \$2,000,000.00 general aggregate
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20. Trade Name (section 3.1):	Shaving District
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21. Broker (section 3.1):	Wilshire Advisory Group represents the Tenant. Wilshire Advisory Group shall be paid a commission by Landlord, in accordance with the Professional Services Agreement between the Landlord and Wilshire Advisory Group.
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22. Tenant's Hours of Operation (section 3.5):	The Hours of Operation Shall be daily 10am – 9pm subject to City ordinances  Any change in the hours of operations shall require, the prior written approval of the Executive Director or designee.
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### 23. Public Benefit

As a material consideration for the granting of this Lease, Tenant agrees to comply with, and provide to Landlord the Public Benefits set for below, here to throughout the Lease Term. Tenant should provide “on the first day of each quarter” a public benefit report detailing the public benefit for the preceding quarter.

- Tenant should provide a 25% discount to Miami Beach Senior residents and Miami Beach First Responders. A Miami Beach Senior resident shall be defined as a resident of the City of Miami Beach who is at least 65 years old.

DRAFT

THIS LEASE (the "Lease") dated the \_\_\_\_ day of \_\_\_\_\_ 2025, is made between the Miami Beach Redevelopment Agency, a public body corporate and politic (the "Landlord"), and VIDA BROS, LLC. a Florida limited liability company (the "Tenant").

### RECITALS:

A. The Landlord is the fee simple owner of a certain facility (the "Facility") containing a municipal parking garage and appurtenances containing approximately eight hundred (800) parking spaces (the "Garage") and certain retail space (the "Retail Space") located in an area bounded by Washington and Collins Avenues in the proximity of 16th Street, located in the City of Miami Beach, Miami-Dade County, Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Land"). The Landlord is the fee simple owner of the Land and the Facility.

B. Landlord and Tenant desire to enter into this Lease for a portion of the Retail Space, on the terms and conditions hereinafter set forth.

C. The Executive Director's designee shall be the contract manager designated by the Landlord to administer this Lease. The Executive Director's designee shall be the City of Miami Beach Director of the Asset Division of the Facilities and Fleet Management Department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### ARTICLE I. TERM.

**1.1 Term.** In consideration of the performance by Tenant of its obligations under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord. for the Term, a portion of the Retail Space ("Premises"). A site plan showing the location of the Retail Space within the Facility, as well as the location of the Premises, is attached hereto and made a part hereof as Exhibit "B." The gross rentable area of the Premises and Retail Space shown on the Lease Summary do not represent accurate measurements of the square footage contained in the Premises or the Retail Space but are mere estimates. The Premises does not extend beyond the interior footprint of the Premises.

The "Term" of the Lease is the period from the Commencement Date as specified In the Lease Summary, through the Expiration Date, as specified in the Lease Summary.

**1.2. Landlord's Work.** Tenant acknowledges and agrees that it is accepting possession of the Premises AS-IS condition and that, except as otherwise expressly hereinafter set forth, Landlord has no obligation to furnish, render, or supply any money, work, labor, material, fixtures, equipment, or decoration with respect to the Premises.

## **ARTICLE II. RENT.**

**2.1 Covenant to Pay.** Tenant shall pay to Landlord all sums due hereunder from time to time from the Rent Commencement Date without prior demand, together with all applicable Florida sales tax thereon; however, unless otherwise provided in this Lease, payments other than Tenant's regular monthly payments of Minimum Rent shall be payable by Tenant to Landlord within ten (10) days following written demand. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at Landlord's address indicated on the Lease

Summary. Minimum Rent and Additional Rent (which is all sums payable to Landlord other than Minimum Rent) for any "Lease Year" consisting of less than twelve (12) months shall be prorated on a per diem basis, based upon a period of 365 days. "Lease Year" means the twelve (12) full calendar months commencing on the Rent Commencement Date. However, the final Lease Year may contain less than twelve (12) months due to expiration or sooner termination of the Term. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as expressly provided for in this Lease.

**2.2 Minimum Rent.** Subject to any escalation which may be provided for in this Lease, Tenant shall pay Minimum Rent for the Term in the initial amount specified in the Lease Summary, which, except for the first installment, shall be payable throughout the Term in equal monthly installments in advance on the first day of each calendar month of each year of the Term, such monthly installments to be in the amounts (subject to escalation) specified in the Lease Summary. The first monthly installment of Minimum Rent shall be due upon execution of the Lease by Landlord and Tenant, to be applied on the Rent Commencement Date in accordance with paragraph 17 of the Lease Summary. The Minimum Rent described above shall be adjusted during the Term of this Lease as provided in paragraph 15 of the Lease Summary.

**2.3 Percentage Rent.** In addition to monthly Minimum Rent payments, Tenant shall pay to Landlord, as Additional Rent, an annual Percentage Rent payment, equal to six percent (6%) of Tenant's Gross Receipts that exceed Tenant's Natural Breakpoint of six percent (6%) during a given Lease Year. For the calculation of Percentage Rent for any partial Lease Year, the total monthly Minimum Rent actually paid during such partial Lease Year and the actual Gross Receipts during such period shall be used to determine the Percentage Rent for a partial Lease Year and the Breakpoint shall be proportionally adjusted to reflect the length of such partial Lease

Year on the basis of a 365-day Lease Year. The Term Gross Receipts as used herein shall include all receipts, whether collected or accrued from the Premises. The Natural Breakpoint as referred to herein, shall mean the annual Minimum Rent for the Lease Year divided by the stated percent rate of six percent (6%). The Natural Breakpoint, and correspondingly the Percentage Rent payment amount, shall be adjusted annually, effective with each Minimum Rent adjustment as described in paragraph 14 of the Lease Summary. The Percentage Rent payment for each Lease Year and each partial Lease Year shall be due and payable within sixty (60) days at the end of each Lease Year.

**2.4 Operating Expenses (Property Taxes; Insurance; and Common Area Maintenance (CAM)).** Tenant shall remit together with regular monthly payments of Minimum Rent, as Additional Rent, its proportionate share of estimated Operating Expenses for the Premises, as determined by Landlord, in its sole discretion and judgment, including Property Taxes, Insurance, and Common Area Maintenance costs ("CAM"). Controllable Operating Expenses are defined as CAM maintenance and repair expenses.

**2.5 Payment of Personal Property Taxes; Sales Tax Reports.** Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales or Tenant or any other occupant of the Premises and to the use of the Premises by Tenant or such other occupant. Tenant shall provide Landlord with copies of Tenant's Sales and Use Tax Return "Form DR-15CS or DR-15EZ" filed with the Florida Department of Revenue reporting Gross Receipts made from the Premises during the preceding calendar month.

**2.6 Rent Past Due.** If any payment due from Tenant shall be overdue more than five (5) business days, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available for Landlord.

**2.7 Security Deposit.** Landlord acknowledges receipt of a security deposit in the amount specified on the Lease Summary to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If

all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord, within ten (10) days.

If Tenant is not in default of the Lease, as defined in Article IX, and Tenant is current on all rental payments with no monies past due, then Landlord shall return to Tenant the Security Deposit, in the amount of \$16,041.66, within thirty (30) days following termination of this Lease.

**2.8 Landlord's lien.** To secure the timely construction and installation of all improvements to the Premises by Tenant, if applicable, and to secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid; provided, Tenant may operate its business in the ordinary course and the removal of merchandise from the Premises by customers of Tenant shall not be a default under this section. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to landlord's statutory lien and shall be cumulative thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located. To the extent permitted by law, this Lease shall constitute a security agreement under Article 9 of the Florida Uniform Commercial Code.

**2.9 Inspection and Audit.**

(A) Tenant shall maintain its financial records pertaining to its operations pursuant to this Lease, and records with respect to the Percentage Rent required pursuant to section 2.3 during the Term, and for a period of three (3) years following the expiration or termination of the Lease. Such records shall be open and available to the Landlord, as deemed necessary by the Executive Director or the Executive Director's designee, upon ten (10) business days' written notice that the landlord desires to review said records. Tenant shall maintain accurate receipt-printing cash registers or a like alternative which will record and show the payment for every sale made or service provided. Tenant shall also maintain such other records as would be required by an independent CPA in order to audit a statement of annual Gross Receipts and profit and loss statement pursuant to generally accepted accounting principles. Tenant shall maintain its records relating to the operation of the Premises within Miami-Dade County, Florida.

(B) The Executive Director or Executive Director's designee shall be entitled to audit Tenant's records pertaining to its operations during the Term as often as it deems reasonably necessary throughout the Term of this Lease, and within the three (3) year period following the expiration or termination of the Lease. Landlord shall be responsible for paying all costs

associated with such audits, unless the audit(s) reveals a deficiency of five percent (5%) or more in Tenant's statement of Gross Receipts for any Lease Year audited, in which case the Tenant shall pay Landlord. within thirty (30) days of the audit being deemed final (as specified below), the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit. plus, interest as required pursuant to section 2.6. These audits are in addition to periodic audits by the City of Resort Tax collections and payments, which are performed separately. Nothing contained within this section shall preclude the City's audit rights for Resort Tax collection purposes.

(C) Tenant shall submit, at the end of each Lease Year during the Term, an annual statement of Gross Receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from an independent CPA.

### **ARTICLE III. USE OF PREMISES.**

**3.1 Permitted Use.** The premises shall be used as a high-end service and retail products related to grooming and hair care, as specified in the Lease Summary, subject to Tenant securing the approval of Landlord and any applicable regulatory approvals (and subject to the Prohibited Uses described in "Exhibit F" to the Lease). The primary use of the Premises shall be for the operation of a barbershop. The business of Tenant in the Premises shall be carried on under the name specified in the Lease Summary and under no other name unless approved by Landlord in writing. Tenant shall carry on its business within the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a nuisance, hazard, or bring about a breach of any provision of this Lease or any applicable municipal or other governmental law or regulation. Tenant shall observe all rules and regulations established by Landlord for the Retail Space. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "C." Landlord will provide a copy of any amendments to the rules and regulations at least seven (7) days prior to the effective date of any such amendments. Tenant shall display such name as Landlord may from time to time designate for the Retail Space in its stationery used upon the Premises, and in material, which is given, visible, or available to customers of Tenant. Tenant shall promote such name in any advertisements or promotional material published or initiated by Tenant in regard to its business from the Premises. The names for the Retail Space and the project of which the Retail Space is a part, which Landlord may from time to time adopt, and every name or mark adopted by Landlord in connection with the Retail Space shall be used by Tenant only in association with the business carried on in the Premises during the Term and Tenant's use thereof shall be subject to such reasonable regulation as Landlord may from time to time impose.

**3.2 Compliance with Laws.** The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future laws, rules, regulations, constitutions, orders, ordinances. charters, statutes, codes, executive orders, and requirements of all governmental authorities having jurisdiction over The Premises or any street, road. avenue,

or sidewalk comprising a part of, or lying in front of, the Premises or any vault in or under the Premises (including, without limitation, any of the foregoing relating to handicapped access or parking, the local building codes, and the laws, rules, regulations, orders, ordinances, statutes, codes, and requirements of any applicable Fire Rating Bureau or other body exercising similar functions), the temporary and/or permanent certificate or certificates of occupancy issued for the Premises as then in force, and any and all provisions and requirements of any property, casualty, or other insurance policy required to be carried by Tenant under this Lease. If due to Tenant's use of the Premises repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof.

**3.3 Signs.** Tenant at Tenant's expense shall erect and maintain identification signage upon the storefront of the Premises. The design and specification of such signage shall be subject to Landlord's sign criteria as adopted from time to time and such design and specification (including camera-ready artwork) shall be submitted for Landlord's prior approval. Except with the prior written consent of Landlord, Tenant shall not erect, install, display, inscribe, paint, or affix any signs, lettering, or advertising medium upon or above any exterior portion of the Premises or in or on Tenant's storefront or storefront window. Landlord's signage criteria is attached hereto and made a part hereof as Exhibit "E."

**3.4 Environmental Provisions.**

(A) Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space (or allow others to incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space) any Hazardous Materials, as hereinafter defined, unless (i) such Hazardous Materials are for use in the ordinary course of business (i.e., as with office or cleaning supplies), (ii) notice of and a copy of the current material safety data sheet is provided to landlord for each such Hazardous Material (except for Hazardous Materials used by Tenant in the ordinary course of business (i.e., as with office or cleaning supplies)), and (iii) such materials are handled and disposed of in accordance with all applicable governmental laws, rules, and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Retail Space of Hazardous Materials which affect the Premises, such party shall notify the other thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, "Hazardous Materials" shall mean: (a) petroleum and its constituents; (b) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition or "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation

and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release or which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Retail Space or the operations thereon.

(B) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (a), above, then Tenant shall clean-up, remove, and dispose of the Hazardous Material causing the violation. in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Premises or Retail Space within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time, and procedure for any clean-up or removal of Hazardous Materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours or when the Retail Space is otherwise closed (i.e., holidays) if reasonably required for the protection of other tenants or occupants of the Retail Space.

(C) Tenant agrees to defend, indemnify, and hold harmless Landlord, and the City of Miami Beach (the "City") against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this section 3.4, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 3.4 shall survive the expiration or any termination of this Lease.

**3.5 Hours; Continued Occupancy.** During the Term, Tenant shall conduct its business in the Premises, at a minimum, on all days and during all hours established by Landlord from time to time as hours for the Retail Space. Tenant may conduct business on the Premises, in addition to the foregoing times, in Tenant's reasonable judgment in order to maximize sales from the Premises, at Tenant's sole expense; provided, however, that Tenant does not to exceed the approved hours of operation set forth in paragraph 22 of the Lease Summary. However, Landlord shall not be responsible for providing common area or other services during such additional hours. Tenant shall open the whole of the Premises for business to the public, fully fixtured, sleeked, and staffed in accordance with the Lease Summary, unless otherwise approved in writing by Landlord, and shall continuously, actively, and diligently carry on the business specified in section 3.1 on the whole of the Premises during the Term, during such hours and upon such days as are herein required, except when prevented from doing so by force majeure. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Retail Space, the renewal of other leases therein, the efficient and economic supply of services and utilities. Tenant acknowledges that Landlord is executing this Lease in

reliance thereupon and that the same is a material element inducing Landlord to execute this Lease.

Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas and shall not sell, advertise, conduct, or solicit business anywhere within the Retail Space other than in the Premises. Tenant shall ship and receive supplies, fixtures, equipment, furnishings, wares, and merchandise only through the appropriate service and delivery facilities provided by Landlord; and shall not park its trucks or other delivery vehicles or allow suppliers or others making deliveries to or receiving shipments from the Premises to park in the parking areas, except in those parts thereof as may from time to time be allocated by Landlord for such purpose. Tenant shall maintain available a substantial stock of goods, wares, and merchandise adequate to ensure successful operation of Tenant's business and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers.

**3.6 Prohibited Uses.** Notwithstanding any other provisions of this Lease, Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by Tenant, as its principal business purpose, of any merchandise which Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds, or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Retail Space, and then only for thirty (30) days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond thirty (30) days; (E) a business primarily used for an order office, mail order office, or catalogue store; (F) any business in which Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices; (G) Tenant shall not offer or sell Hookahs or Cigarettes or CBD products; or (H) for the Prohibited Uses described in Exhibit "F" attached hereto.

#### **ARTICLE IV. ACCESS AND ENTRY.**

**4.1 Right of Examination.** Landlord shall be entitled at all reasonable times and upon reasonable written notice, not less than 24 hours (but no notice is required in emergencies) to enter the Premises to examine them if Landlord reasonably believes that Tenant is not complying with any of its obligations hereunder; to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable; to have access to underfloor facilities and access panels to mechanical shafts and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, and climate control systems. Landlord reserves to itself (and others acting on behalf of Landlord including, without limitation, the City)

the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

**4.2 Right to Show Premises.** Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable written notice not less than 24 hours to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Retail Space, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

## **ARTICLE V. INITIAL CONSTRUCTION: MAINTENANCE, REPAIRS, AND ALTERATIONS.**

### **5.1. Tenant's Construction Obligations.**

(A) Subject to the provisions hereof, Tenant shall, at its expense, cause the construction and installation of all improvements to the Premises, if applicable, in accordance with Tenant's Plans, as hereinafter defined, and as necessary to permit Tenant to occupy same and conduct normal business operations (such improvements being referred to herein as "Tenant's Work"). The plans for such improvements shall be submitted to the Landlord for the Landlord's prior written consent, which will not be unreasonably withheld or delayed.

(B) All permanent (fixed) improvements to the Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Premises without damage to the Premises.

(C) Any damage to the existing finishes of the Premises or Retail Space shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any patched and painted area does not match the original surface, then the entire surface shall be repainted at Tenant's expense and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, is occasioned by or is in

any way attributable to the build-out of the Premises or any subsequent improvements or alterations by Tenant pursuant to this Lease. Tenant, at its expense, shall be responsible for the maintenance, repair, and replacement of any and all items constructed by Tenant's contractor.

(D) Tenant shall not alter the existing fire alarm system in the Premises or the Retail Space. Tenant's Plans shall include detailed drawings and specifications for the design and installation of Tenant's fire alarm (and security) system(s) for the Premises. Such system(s) shall meet all appropriate building code requirements, and the fire alarm system shall, at Tenant's expense, be integrated into Landlord's fire alarm system for the Retail Space. (Landlord is not required to provide any security system.) Landlord's electrical contractor and/or fire alarm contractor shall, at Tenant's expense, make all final connections between Tenant's and Landlord's fire alarm systems. Tenant shall insure that all work performed on the fire alarm system shall be coordinated at the job site with the Landlord's representative.

(E) Tenant will permit no liens to attach to the Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

(F) The above requirements for submission of plans and the use of specific contractors shall not apply to improvements, maintenance or repairs which do not exceed \$20,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

(G) Landlord acknowledges that the prior tenant of the Premises has made improvements and had signage installed prior to the execution of this Lease, and as such, said improvements and signage are acceptable to Landlord, to the extent that same were properly permitted, and done in compliance with all applicable building codes, and any other Municipal, County, State and Federal laws.

**5.2 Tenant Improvement Allowance and Reimbursements.** Landlord shall reimburse Tenant up to One Hundred Thousand Dollars (\$100,000.00) for costs incurred in connection with erecting of a demising wall (finished on both sides), adjustments to the Fire Life Safety System, modifications to the HVAC ductwork, and updates to the electrical system in connection with the construction of the demising wall. The reimbursement schedule and requirements are further detailed in Exhibit "D", attached hereto and incorporated herein by reference.

Tenant acknowledges and agrees that:

1. Tenant shall perform all other necessary construction work at its sole cost and expense, subject to the terms of section 5.1 above.
2. Reimbursement shall only apply to work approved in advance by Landlord in writing and documented in accordance with Exhibit "D".

3. Any remaining or additional improvements, beyond the scope of the reimbursed work, shall be the sole responsibility of Tenant.

**5.3 Maintenance and Repairs by Landlord.** It is hereby acknowledged and agreed that Landlord shall maintain and repair the foundations and all structural components of the Retail Space. Tenant will notify in writing of any necessary repairs that are the obligation of Landlord. Landlord shall not be responsible for any damages caused to Tenant by reason of failure of any equipment or facilities serving the Retail Space or delays in the performance of any work for which the Landlord is responsible to perform pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Retail Space is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs as Additional Rent. Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

**5.4 Maintenance and Repairs by Tenant.** Tenant shall, at its sole cost, repair and maintain the Premises, all to a standard consistent with a first-class commercial restaurant, with the exception of base building, mechanical and electrical systems, roof and foundation, which are the obligation of the Landlord. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises including, without limitation, interior plumbing and electrical installations, (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass and the installation of hurricane shutters if provided by the Landlord); (iii) Tenant's sign; (iv) any heating or air conditioning equipment serving the Premises ("HVAC") {which shall include, without limitation, a preventive maintenance HVAC service contract. Such service contract shall include, without limitation, preventive HVAC maintenance no less than monthly); and (v) the Premises or the Retail Space when repairs to the same are necessitated by any act or omission of Tenant, or the failure of Tenant to perform its obligations under this Lease. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen designated or approved by Landlord, which approval shall not be unreasonably withheld or delayed. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear excepted. Tenant shall also furnish, maintain, and replace all electric light bulbs, tubes, and tube casings located within or serving the Premises and Tenant's signage, all at Tenant's sole cost and expense.

**5.5 Approval of Tenant's Alterations.** Unless otherwise provided herein, no alterations (including, without limitation, improvements, additions, or modifications to the Premises) shall be made by Tenant to the Premises without Landlord's prior written approval, which, as to exterior or structural alterations may be withheld in Landlord's sole discretion. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workmen approved by Landlord, which approval shall not be unreasonably withheld or delayed, in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

**5.6 Removal of Improvements and Fixtures.** All leasehold improvements and fixtures (other than unattached, movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease; and Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements (except for improvements installed by Landlord prior to the Commencement Date) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant shall at its own expense repair any damage caused to the Retail Space by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

**5.7 Liens.** Tenant shall promptly pay for all materials supplied and work done in respect of the Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Retail Space or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Retail Space or Landlord's interest therein is recorded and not discharged by Tenant as above required within ten (10) days following written notice to Tenant, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Retail Space shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord has filed in the public records of Miami-Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice.

**5.8 Utilities.** Tenant shall pay to Landlord, or as Landlord directs, all gas, electricity, water, trash, pest control and other utility charges applicable to the Premises as separately metered. Tenant shall, at its own cost, install, maintain and repair, as required, its electrical meter

for the Premises. In addition, Tenant's electrical equipment and lighting shall be restricted to that equipment and lighting which individually does not have a rated capacity and/or design load greater than the rated capacity and/or design load of the Retail Space. If Tenant's consumption of electrical services exceeds either the rated capacity and/or design load of the Retail Space, then Tenant shall remove the equipment and/or lighting to achieve compliance within ten (10) days after receiving written notice from Landlord, or such equipment and/or lighting may remain in the Premises, so long as (a) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air-conditioning, and other items required by Landlord, in Landlord's reasonable discretion, to accommodate Tenant's excess design loads and capacities; and (b) Tenant shall pay to Landlord, within thirty (30) days after rendition of a bill, the cost of the excess consumption of electrical service at the rates charged to Landlord by Florida Power & Light, which shall be in accordance with any applicable laws.

## **ARTICLE VI. INSURANCE AND I DEMNITY.**

**6.1 Tenant's Insurance.** The Tenant shall maintain the below required insurance in effect prior to awarding the Lease and for the duration of the Lease. The maintenance of proper insurance coverage is a material element of the Agreement and failure to maintain or renew coverage may be treated as a material breach of the Lease, which could result in withholding of payments or termination of the Lease.

(A) Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Tenant be exempt from this Statute, the Tenant and each employee shall hold the City harmless from any injury incurred during performance of the Lease. The exempt Tenant shall also submit (1) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this Lease or (ii) a copy of a Certificate of Exemption.

(B) Commercial General Liability Insurance on an occurrence basis. including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

(C) All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Lease).

(D) Liquor Liability Insurance on an occurrence basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. (Required, if necessary.)

(E) Business interruption insurance, sufficient to insure Tenant for no less than one (1) full year of loss of business, with the Landlord named thereon as loss payee to the extent permitted by applicable law.

**6.2 Additional Insured.** Landlord and the City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance

**6.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to Landlord and the City of Miami Beach C/O EXIGIS insurance Compliance Services.

**6.4 Waiver of Subrogation.** Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**6.5 Acceptability of Insurers.** Insurance must be placed with insurers with a current AM. Best rating of A: VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**6.6 Verification of Coverage.** Tenant shall furnish Landlord and the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:  
MIAMI BEACH REDEVELOPMENT AGENCY and  
CITY OF MIAMI BEACH

c/o EXIGIS Insurance Compliance Services

P.O. Box 4668- ECM #35050

New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our  
seining agent, EXIGIS, at: Certificate-miamibeach@riskworks.com

**6.7 Special Risks or Circumstances.** The City of Miami Beach reserves the right to modify these requirements, including limits. based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

**6.9 Loss or Damage: Indemnification.**

(A) Loss or Damage. Tenant acknowledges that the Landlord will be performing any maintenance and repairs required of Landlord hereunder. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Retail Space or damage to property of Tenant or of others located on the Premises or elsewhere in the Retail Space, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Without limiting the generality of the foregoing, landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, plumbing works (outside of the Premises), roof, or subsurface of any floor or ceiling of the Retail Space or from the street or any other place or by any other cause whatsoever, unless resulting from the gross negligence or willful misconduct of Landlord.

Notwithstanding the foregoing paragraph, in no event shall Landlord or the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Premises, or for any damage to person or property arising from a force majeure event, environmental concerns, theft, vandalism, HVAC malfunction, sprinklers, appliances, plumbing works within the Premises, windows, dampness, the bursting or leaking of water pipes, any act or omission of Tenant, or its employee, agent, contractor, invitee, guest, assignee, or sub-tenant or occupant of the Premises or of any other person, or otherwise. Additionally, all personal property placed or moved into the Premises will be at the sole risk of Tenant.

(B) Tenant shall indemnify, defend and hold harmless Landlord and the City of Miami Beach from and against any and all losses (including loss of Minimum Rent and Additional Rent

payable in respect to the Premises), claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from (1) any occurrence in, upon, or, all the Premises, (2) the occupancy, use, or improvement by Tenant, or its employee, agent, contractor, invitee, guest, assignee, or sub-tenant of the Premises or any part thereof, (3) wholly or in part by any act or omission of Tenant or its employee, agent, contractor, invitee, guest, assignee, sub-tenant or by anyone permitted to be on the Premises by Tenant; (4) any misuse, neglect or unlawful use of the Premises by Tenant or its employee, agent, contractor, invitee, guest, assignee, or sub-tenant; or (5) any breach, violation, or non-performance of any undertaking of Tenant under this Lease.

(C) No Waiver of Sovereign Immunity. Nothing contained in this section or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon the Landlord or the City's liability as set forth in Florida Statutes Section 768.28.

## **ARTICLE VII. DAMAGE AND DESTRUCTION.**

**7.1 Damage to Premises.** Tenant acknowledges that if the Premises are partially or totally destroyed due to fire or other casualty, any repairs to or rebuilding of the damaged portions of the Retail Space will be performed by Landlord and in any event only to the extent that Landlord is required to repair or rebuild the Retail Space. If Landlord repairs or rebuilds, Rent shall abate proportionately to the portion of the Premises, if any, rendered untenable from the date of destruction or damage until the repairs have been substantially completed. Upon being notified that the repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guest, or invitees, rent and all other charges shall not abate.

**7.2 Termination for Damage.** Notwithstanding section 7.1. if damage or destruction which has occurred to the Premises, or the Retail Space is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred twenty (120) days of the happening of the damage or destruction. Landlord or Tenant may, at its option, terminate this Lease on notice to the other given within thirty (30) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

In addition, if Landlord undertakes the reconstruction or repair, and does not complete same within nine (9) months after the date of the fire or other casualty (subject to the time required to prepare plans for reconstruction, to obtain building permits, to receive distribution of insurance proceeds, and to complete the likely contract bidding process and all other relevant factors, but not to exceed an additional ninety (90) days). then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered within thirty (30) days after the expiration of such nine (9) month period {or as extended), whereupon both parties shall be relieved of all further obligations hereunder, except as otherwise expressly set forth herein.

## **ARTICLE VIII. ASSIGNMENT, LEASES. AND TRANSFERS.**

**8.1 Transfer by Tenant.** Tenant shall not enter into, consent to, or permit any Transfer. as hereinafter defined, without the prior written consent of Landlord in each instance. For purposes of this Lease. "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation or a partnership, the transfer of a controlling interest (greater than 50%) in the stock of the corporation or partnership interests, as applicable provided transfers to family members and transfers to third parties of less than 50% of the stock of the Tenant are permitted without Landlord consent. If there is a permitted Transfer, Landlord may collect rent or other payments from the transferee and apply the net amount collected to the rent or other payments required to be paid pursuant to this Lease but no acceptance by Landlord of any payments by a transferee shall be deemed a waiver of any provisions hereof regarding Tenant. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the Minimum Rent and Additional Rent pursuant to such Transfer exceeds the Minimum Rent and Additional Rent payable under this Lease, the amount of such excess shall be paid to Landlord. If, pursuant to a permitted Transfer, Tenant receives from the transferee, either directly or indirectly, any consideration other than Minimum Rent and Additional Rent for such Transfer, either in the form of cash, goods, or services, Tenant shall, upon receipt thereof, pay to Landlord an amount equivalent to such consideration. Landlord acknowledges that any proceeds received in connection with the sale of Tenant's business (which sale shall include a corresponding assignment of this Lease) shall belong exclusively to the Tenant and/or its principals).

## ARTICLE IX. DEFAULT.

**9.1 Defaults.** A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) any Minimum Rent is not paid within 5 days from notice or demand for payment has been made by Landlord; (ii) any other Additional Rent is in arrears and is not paid within five (5) days after written demand by Landlord. (iii) Tenant has breached any of its obligations in this Lease (other than the payment of rent) and Tenant fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease), or if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), then if Tenant fails to immediately commence to remedy and thereafter proceed diligently to remedy such breach within no later than sixty (60) days, in each case after notice in writing from Landlord; (iv) Tenant becomes bankrupt or insolvent; (v) any of Landlord's policies of insurance with respect to the Retail Space are canceled or adversely changed as a result of Tenant's use or occupancy of the Premises; or (vi) the business operated by Tenant in the Premises shall be closed by governmental or court order for any reason.

**9.2 Remedies.** In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(A) Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account. or may terminate Tenant's right to possession of the Premises without terminating this Lease. In either event. Tenant shall then quit and surrender the Premises to Landlord. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(B) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(C) If Landlord terminates Tenant's right to possession or the Premises without terminating this Lease under subsection (A) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord. In addition to the foregoing, Tenant shall pay to Landlord such sums as

the court which has jurisdiction thereover may adjudge as reasonable attorneys' fees with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions of this Lease.

(D) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(E) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default by Landlord's then existing mortgagee or, if there is no mortgagee, by Citibank, N.A., New York). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(F) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. No notice of landlord's intention to perform such covenants need be given Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by the reasonable acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant as Additional Rent pursuant to section 2.6.

**9.3 Costs.** Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all-tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the

Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees. in so doing); and any other expenses incurred by Landlord.

**9.4 Additional Remedies; Waiver.** The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

**9.5 Default by Landlord.** In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure such default; provided, however, that if such default reasonably requires more than thirty (30) days to cure. Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, in the event of a default by Landlord. Tenant hereby agrees and acknowledges that in no event shall Landlord be liable for any incidental, indirect, special or consequential damages including, without limitation, loss of revenue or loss of profits of Tenant which may be alleged as a result of Landlord's default. and Landlord's maximum liability shall be as provided in section 9.6.

**9.6 Limitation of Landlord's Liability.** Landlord desires to enter into this Lease only if in so doing the Landlord can place a limit on its liability for any cause of action for money damages due to an alleged breach by the Landlord! of this Lease, so that its liability for any such breach never exceeds the sum of \$10,000.00. Tenant hereby expresses its willingness to enter into this Lease with Tenant's recovery from the Landlord for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00. Accordingly, and notwithstanding any other term or condition of this Lease, Tenant hereby agrees that the Landlord shall not be liable to the Tenant for damages in an amount in excess of \$10,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Landlord by this Lease. Nothing contained in this paragraph or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon the Landlord's liability as set forth in Section 768.28. Florida Statutes

## ARTICLE X. ESTOPPEL CERTIFICATE; SUBORDINATION.

**10.1 Estoppel Certificate.** Within ten (10) days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and Additional Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

**10.2 Subordination: Attornment.** This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Retail Space, from time to time in existence against the Retail Space, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, ground lessor or the City. Tenant shall, if requested by Landlord, or a mortgagee, owner, or purchaser, or by any person succeeding to the interest of such mortgagee, owner, or purchaser, as the result of the enforcement of the remedies provided by law or the applicable instrument held by Landlord, such mortgagee, owner, or purchaser, automatically attorn to and become the tenant of Landlord or any such mortgagee, owner, purchaser, or successor-in-interest, without any change in the terms or other provisions of this Lease; provided, however, that Landlord, said mortgagee, owner, purchaser, or successor shall not be bound by (a) any payment of Minimum Rent or Additional Rent for more than one (1) month in advance, or (b) any security deposit or the like not actually received by Landlord, such mortgagee, owner, or purchaser, or successor, or (c) any amendment or modification in this Lease made without the consent of Landlord, such mortgagee, owner, purchaser, or successor, or (d) any construction obligation, free rent, or other concession or monetary allowance, or (e) any set-off, counterclaim, or the like otherwise available against Landlord, or (f) any act or omission of any prior landlord (including Landlord). Upon request by Landlord, said mortgagee, owner, or purchaser, or successor, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

Notwithstanding the foregoing, any such subordination of this lease shall be conditioned on the Landlord obtaining a no disturbance agreement in favor of Tenant from all mortgagees and

ground lessors regarding any financings or other leases entered into by Landlord with respect to the Retail Space, and no subordination shall be effective without a corresponding no disturbance agreement.

## **ARTICLE XI. CONTROL OF RETAIL SPACE BY LANDLORD.**

**11.1 Use and Maintenance of Common Areas.** Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. Landlord shall use reasonable efforts to keep the common areas in good repair and condition and shall clean the common areas when necessary. Tenant acknowledges that any common areas of the Retail Space shall at all times be under the exclusive control and management of Landlord. For purposes of this Lease, "common areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Retail Space which serve or are for the benefit of tenants of more than one component of the Retail Space and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord and/or the City for the benefit or use of all tenants in the Retail Space, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Tenant acknowledges that the Garage portion of the Facility is not a part of the Retail Space, and that Tenant has no right or license to use the Garage pursuant to this Lease. Any use by Tenant or its invitees of the Garage is subject to the rules and regulations in connection therewith imposed by Landlord (or successor owner) and/or the operator of the Garage. No portion of the garage is under Landlord's control or supervision, and Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Garage.

**11.2 Alterations by Landlord.** Landlord and/or the City may (but shall not be obligated to) (i) alter, add to, subtract from, construct improvements on, re-arrange, and construct additional facilities in, adjoining, or proximate to the Retail Space; (ii) relocate the facilities and improvements in or comprising the Retail Space or erected on the Land; (iii) do such things on or in the Retail Space as required to comply with any laws, by-laws, regulations, orders, or directives affecting the Land or any part of the Retail Space; and (iv) do such other things on or in the Retail Space as Landlord and/or the City, in the use of good business judgment determines to be advisable. provided that notwithstanding anything contained in this section 11.2, access to the Premises shall be available at all times. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing; provided, Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

## **ARTICLE XII. CONDEMNATION.**

**12.1 Total or Partial Taking.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent and other charges up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent or charges paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken.

**12.2 Award.** All compensation awarded or paid upon a total or partial taking of the Premises or Retail Space including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant and for Tenant's moving expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

## **ARTICLE XIII. PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES, SINGLE-USE PLASTIC BEVERAGE STRAWS, AND SINGLE-USE PLASTIC STIRRERS.**

**13.1 Tenant hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code,** as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code Section 82-7) in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant.

**13.2** **Additionally**, Tenant agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Tenant shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Tenant from providing a beverage with, or offering the use or, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

**13.3** As additional consideration for this Lease, separate and apart from the requirements of Sections 82-7 and 82-8 of the City Code, Tenant agrees:

(A) not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Tenant; and

(B) not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers in the Premises. A violation of this section shall be deemed a default under the terms of this Lease. Notwithstanding the above, Tenant shall be permitted to providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

#### **ARTICLE XIV. TENANT'S COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS LAW.**

**14.1** Tenant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

**14.2** The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

**14.3** Pursuant to Section 119.0701 of the Florida Statutes, if the Tenant meets the definition of contractor as defined in Section 119.0701(1)(a), the Tenant shall:

(A) Keep and maintain public records required by the City to perform the service;

(B) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Lease if the Tenant does not transfer the records to the City:

(D) Upon completion of the Lease, transfer, at no cost to the City, all public records in possession of the Tenant or keep and maintain public records required by the City to perform the service. If the Tenant transfers all public records to the City upon completion of the Lease, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Lease, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **14.4 Request for Records: Noncompliance.**

(A) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Tenant of the request, and the Tenant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(B) Tenant's failure to comply with the City's request for records shall constitute a breach of this Lease, and the City, at its sole discretion, may: (1) unilaterally terminate the Lease; (2) avail itself of the remedies set forth under the Lease; and/or (3) avail itself of any available remedies at law or in equity.

(C) Tenant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

#### **14.5 Civil Action.**

(A) If a civil action is filed against a Tenant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Tenant the reasonable costs of enforcement, including reasonable attorneys' fees, if:

(1) The court determines that the Tenant unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Tenant has not complied with the request, to the City and to the Tenant.

(B) A notice complies with subparagraph (A)(2) if it is sent to the City's custodian of public records and to the Tenant at the Tenant's address listed on its contract with the City or to the Tenant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(C) A Tenant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**14.6 IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH ATTENTION:  
RAFAEL E. GRANADO, CITY CLERK  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139  
E-MAIL: [RAFAELGRANADO@MIAMIBEACHFL.GOV](mailto:RAFAELGRANADO@MIAMIBEACHFL.GOV)  
PHONE: 305-673-7411**

#### **ARTICLE XV. INSPECTOR GENERAL AUDIT RIGHTS.**

**15.1** Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

**15.2** The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on lime, within budget and in conformance with the contract documents and applicable law. 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, bid specifications, (bid/proposal) submittals, activities of the Tenant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

**15.3** Upon ten (10) days written notice to the Tenant, the Tenant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities. performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Tenant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

**15.4** The Inspector General 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 sole judgment, pertain to performance of the contract. including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change 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.

**15.5** The Tenant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Lease, for examination, audit. or reproduction. until three (3) years after final payment under this Lease or for any longer period required by statute or by other clauses of this Lease. In addition:

(A) If this Lease is completely or partially terminated, the Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

(B) The Tenant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Lease until such appeals, litigation, or claims are finally resolved.

**15.6** The provisions in this section shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Lease.

**15.7** Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Tenant or third parties.

**ARTICLE XVI. TENANT'S COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.**

Tenant agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Certification of Compliance with Anti-Human Trafficking Laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as Exhibit "G".

**ARTICLE XVII. PROHIBITION ON CONTRACTING WITH A BUSINESS ENGAGING IN A BOYCOTT.**

Tenant warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Tenant hereby certifies that Tenant is not currently engaged in, and agrees for the duration of the Lease to not engage in, a boycott of Israel.

**ARTICLE XVIII. PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED.**

Tenant hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under

penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Tenant warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Tenant to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as Exhibit "H".

#### **ARTICLE XIX. PROHIBITION ON CONTRACTING WITH AN INDIVIDUAL OR ENTITY WHICH HAS PERFORMED SERVICES FOR COMPENSATION TO A CANDIDATE FOR CITY ELECTED OFFICE.**

Tenant warrants and represents that, within two (2) years after the Effective Date, Tenant has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (A) Any individual or entity that provides goods to a candidate for office.
- (B) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (C) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

#### **ARTICLE XX. GENERAL PROVISIONS**

**20.1 Delay.** Whenever a period of time is herein prescribed for any action by Landlord or Tenant, as applicable, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, pandemics, epidemics, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of Landlord or Tenant, as applicable. The foregoing shall not apply to any payments of money due under this Lease.

**20.2 Holding Over.** If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to twice the monthly amount of Minimum Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a monthly tenancy.

**20.3 Waiver: Partial Invalidity.** If Landlord excuses or condones any default by Tenant of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any provision of this Lease is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

**20.4 Recording.** Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

**20.5 Notices.** Any notice, consent, or other instrument required or permitted to be given under this Lease shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, or overnight express mail courier, postage prepaid. addressed (i) if to Landlord, at the address set forth in the Lease Summary; and (ii) if to Tenant, at the Premises or, prior to Tenant's occupancy of the Premises, at the address set forth on the Lease Summary. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty-eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail counter.

**20.6 Successors; Joint and Several Liability.** The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators, and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer constituting Tenant. their covenants shall be considered to be joint and several and shall apply to each and every one of them.

**20.7 Captions and Section Numbers.** The captions, section numbers, article numbers, and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

**20.8 Extended Meanings.** The words "hereof," "hereto," "hereunder," and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Tenant includes, when the context allows, the employees, agents, invitees, and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party.

**20.9 Entire Agreement: Governing Law; Time.** This Lease and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements or understandings between them. This Lease and its Exhibits and Riders may not be modified except by agreement in writing executed by Landlord and Tenant. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

**20.10 No Partnership.** The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Term.

**20.11 Quiet Enjoyment.** If Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

**20.12 Brokerage.** Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant

hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes the broker(s) specified in the Lease Summary as the sole broker(s) with whom Landlord has dealt in this transaction and agrees to pay any commissions determined to be due said broker(s).

**20.13 Radon Notice.** Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building. RADON GAS: 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 in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**20.14 No Discrimination.** Tenant hereby agrees hereby agrees to comply with City of Miami Beach Human Rights Ordinance, as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies, because of actual or perceived race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, familial and marital status, age, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, political affiliation, or disability.

**20.15 Execution.** This Lease has been submitted for discussion purposes only and shall not be deemed an offer by either party to the other to enter into this Lease unless and until this Lease shall have been executed by both parties, indicating their acceptance of the terms and conditions contained herein.

**20.16 TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.**

[SIGNATURE PAGE TO FOLLOW]

**EXECUTED as of the day and year first above written.**

**ATTEST:**

**LANDLORD:**

**MIAMI BEACH REDEVELOPMENT AGENCY,  
A public body corporate and politic**

**By: \_\_\_\_\_  
Rafael E. Granado, Secretary**

**By: \_\_\_\_\_  
Eric T. Carpenter, Executive Director**

**Date: \_\_\_\_\_**

**ATTEST:**

**TENANT:**

**VIDA BRO, LLC**

**By: \_\_\_\_\_  
Witness**

**By: \_\_\_\_\_**

\_\_\_\_\_  
**Print Name**

**Date: \_\_\_\_\_**

**DRAFT**

EXHIBIT "A"

LEGAL DESCRIPTION

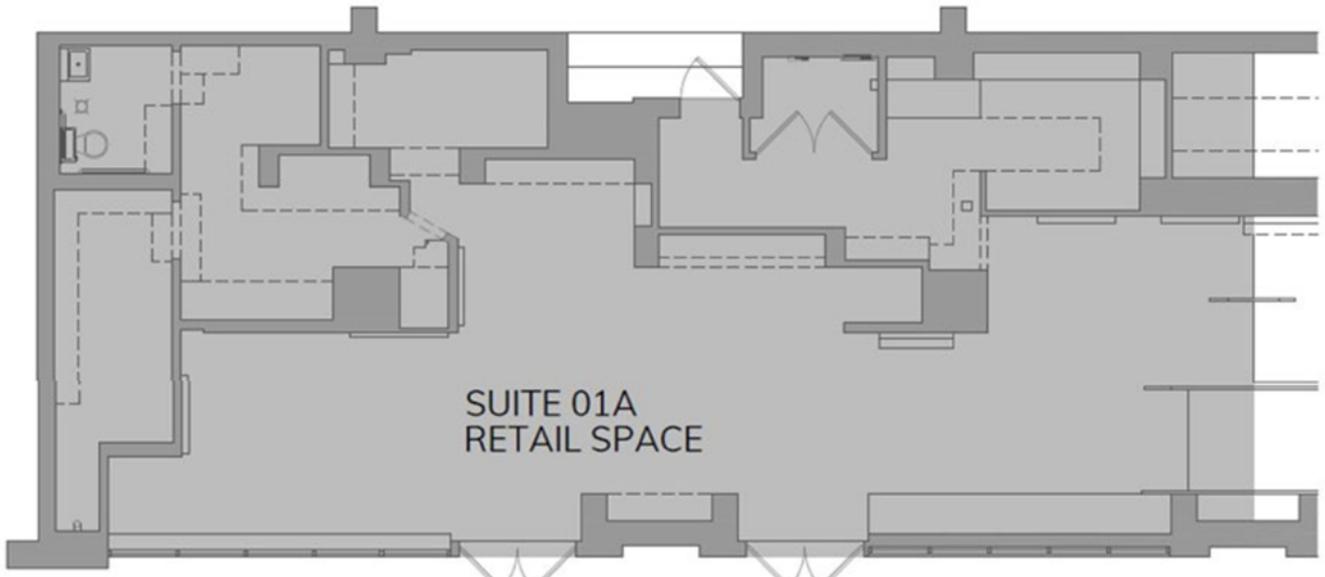
Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North  $88^{\circ} 0' 53''$  East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South  $07^{\circ} 35' 04''$  West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of  $90^{\circ} 00' 00''$ , an arc distance of 39.27 feet, to a point of tangency; thence North  $82^{\circ} 24' 52''$  West, a distance of 24.75 feet; thence South  $88^{\circ} 00' 53''$  West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North  $01^{\circ} 59' 11''$  West along said Easterly Right-of-Way line, a distance of

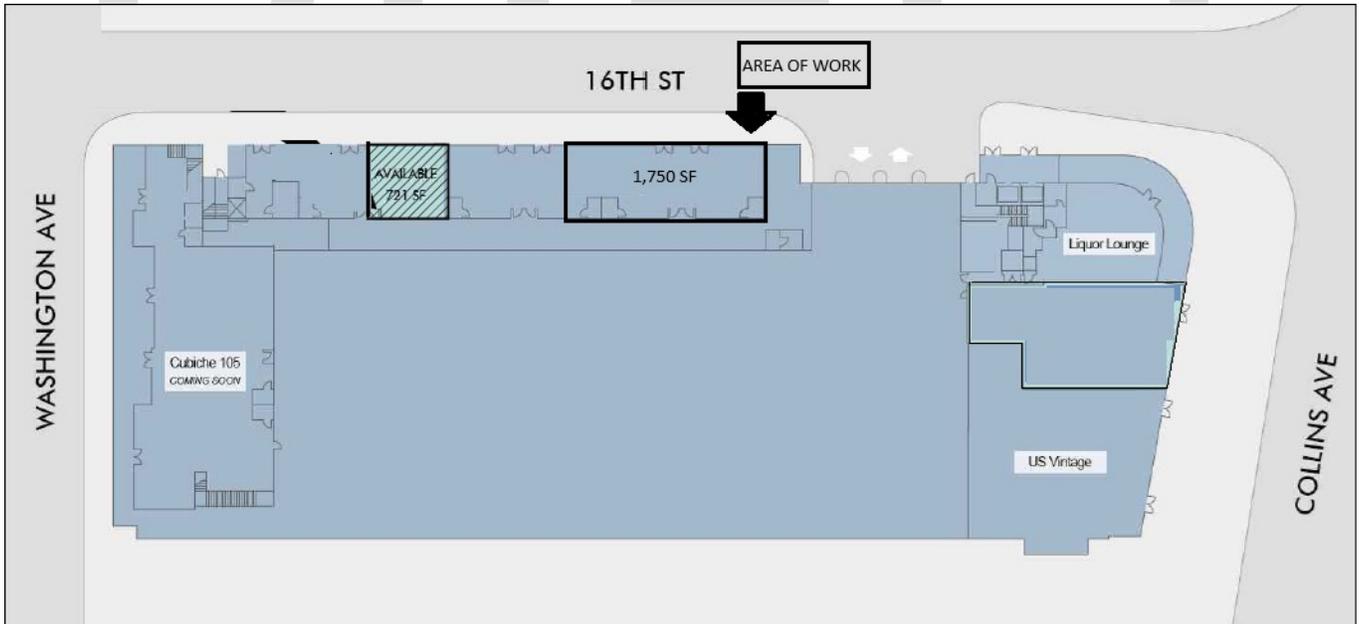
62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

EXHIBIT "B"



DRAFT



## EXHIBIT "C"

### RULES AND REGULATIONS

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Retail Space, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term. Tenant shall promptly return to Landlord all keys for the Retail Space and Premises which are in the possession of Tenant. In the event any Tenant fails to return keys, Landlord may retain \$300.00 of Tenant's security deposit for locksmith work and administration.

3. Repair, Maintenance, Alterations, and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other Tenant's in the Retail Space.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any such heavy articles in the Premises.

7. Bicycles. Animals. Tenant shall not bring any animals or birds into the Retail Space and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Retail Space except in areas designated from time to time by Landlord for such purposes.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by Landlord and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Retail Space caused by any person making improper deliveries.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Retail Space.

10. Refuse. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Retail Space

and shall keep sidewalks and driveways outside the Retail Space. and lobbies. corridors, stairwells. ducts, and shafts of the Retail Space, free of all refuse.

11. Obstructions. Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Retail Space or in the lobbies, corridors, stairwells, or other common areas, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense *any* such obstruction or thing caused or placed by Tenant (and unauthorized by Landlord) without notice or obligation to Tenant.

12. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Retail Space as a first quality retail center, or which will impair the comfort and convenience of other Tenant's in the Retail Space.

13. Employees. Agents, and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

14. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Retail Space, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord. who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Landlord.

EXHIBIT "D"  
TENANT IMPROVEMENTS

DRAFT

EXHIBIT "E"

LANDLORD'S SIGNAGE CRITERIA

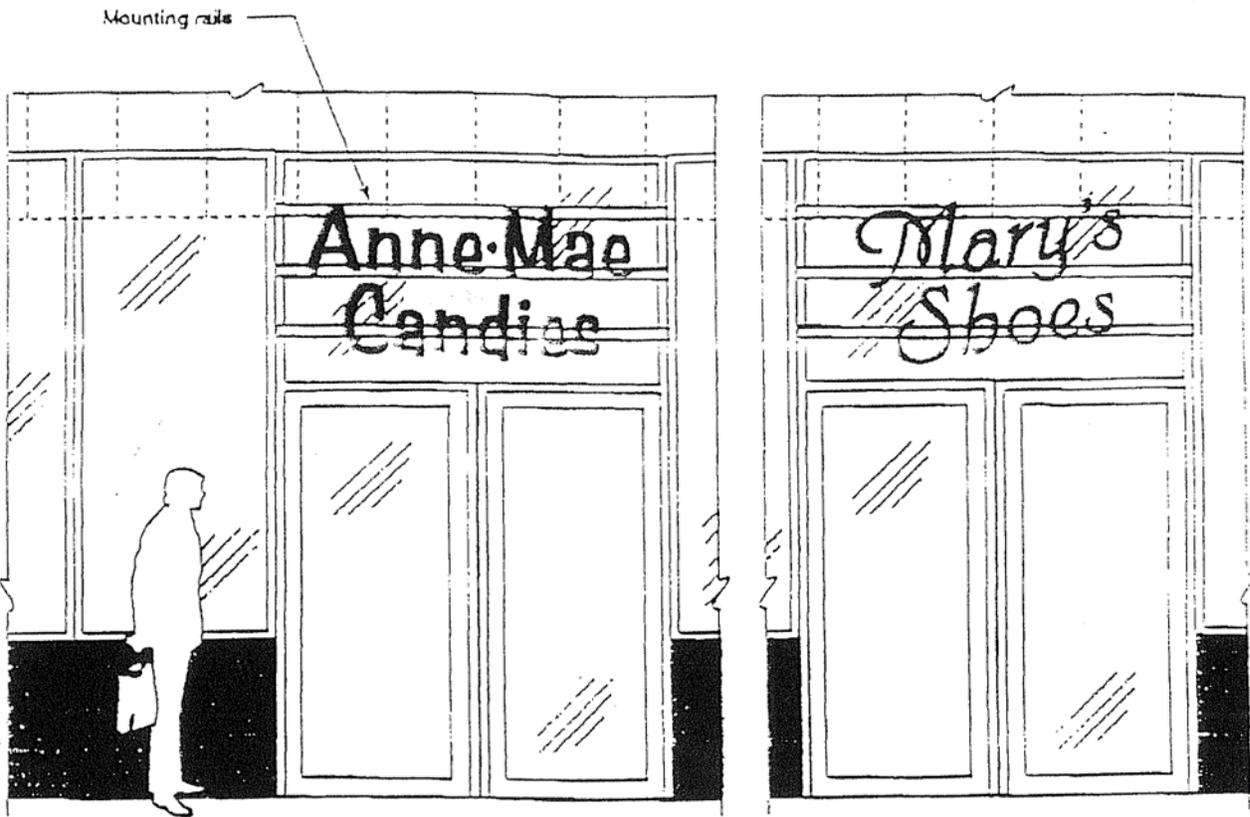
Tenant Sign Standards – 16th Street and Washington Avenue Frontages

Tenant signage is to be located in the 6'-0" wide transom panel above the entrance doors to each space.

One 15amp 110volt AC electrical circuit has been provided at the designated sign location above the entrance doors for illuminated Tenant signage. The area of the sign shall not exceed twenty (20) square feet.

Three (3) tubular aluminum mounting rails are provided on the transom framing, in front of the glass line. The Tenant sign shall mount to the rails and shall be composed of individual letters, symbols, or decorative elements. The individual letters are encouraged to be neon illuminated.

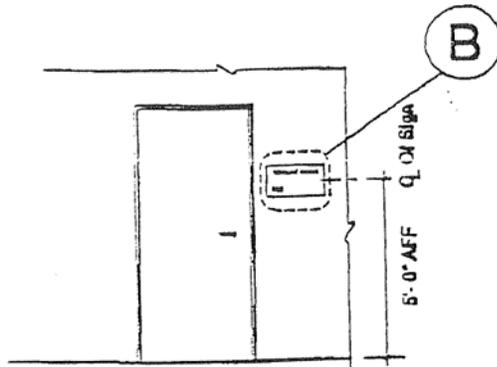
No box signs are allowed so as to maintain maximum transparency of the storefront line.



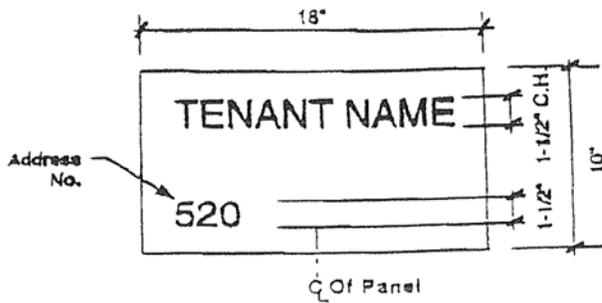
A ELEVATION - TENANT @ TRANSOM  
SCALE: 3/8" = 1' - 0"

## Receiving Door Signs

Each store shall have a sign identifying their receiving door, adjacent to the latch side of the door. Tenant shall provide acid etched aluminum panel with blind studs, silicone cemented to the wall at 5'-0" above the finished floor. Tenant name copy shall be acid-etched, and paint filled.



**1** ELEVATION-RECEIVING DOOR SIGN  
SCALE: 1/4" = 1' - 0"



**B** LAYOUT-RECEIVING DOOR SIGN  
SCALE: 1/8" FULL SIZE

AFT

EXHIBIT "F"  
PROHIBITED USES

1. In no event may the primary business at the Premises engage in the operation of a cocktail lounge.
2. In no event may the primary business at the Premises engage in the operation of a Cuban or Latin Cuisine.

It is not the intent of Prohibited Uses to limit Tenant's Permitted Use, but to limit direct competition, consolidation of merchandise, services, and business image between tenants. It is understood there may be some item(s) categories available in multiple locations at the Retail Space, but there shall not be comparable categories alone with a similar display of business image.

DRAFT

EXHIBIT "G"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Tenant hereby attests under penalty of perjury that Tenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Tenant.

TENANT:

\_\_\_\_\_, a \_\_\_\_\_ corporation.

Name/Title: \_\_\_\_\_ (Address)

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

**EXHIBIT "H"**

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN  
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Tenant, hereby attests under penalty of perjury that Tenant does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Tenant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Tenant; or (c) Tenant is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Tenant.

**TENANT:**

\_\_\_\_\_, a \_\_\_\_\_ corporation.

Name/Title: \_\_\_\_\_ (Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

**NOTARY PUBLIC:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, A LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND VIDA BROS, LLC D/B/A SHAVING DISTRICT (TENANT), FOR USE OF APPROXIMATELY 1,750 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR GARAGE AND SHOPS, AS A HIGH-END BARBERSHOP LOCATED AT 100 16TH STREET, SUITE NOS. 1-2 (PREMISES), FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH A ONE (1) RENEWAL TERM OF FOUR (4) YEARS AND THREE HUNDRED AND SIXTY-FOUR (364) DAYS, AT THE OPTION OF THE RDA; AND FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE LEASE AGREEMENT.

**WHEREAS**, the Miami Beach Redevelopment Agency (the "RDA") is a public body corporate and politic, which owns that certain project commonly known as the "Anchor Garage and Shops", containing a garage and ground floor retail spaces located in the area bounded by Washington Avenue and Collins Avenue, in the proximity of 16<sup>th</sup> Street; and

**WHEREAS**, as part of lease negotiations, Vida Bros, LLC, a Florida limited liability company, d/b/a Shaving District ("Tenant") provided a Letter of Intent (LOI), a copy of which is attached to the RDA Memorandum accompanying this Resolution, containing the essential business terms and conditions for the execution of a Lease Agreement ("Lease") outlined below:

**Premises:** 100 16<sup>th</sup> Street, Suite 1-2, Miami Beach, Florida 33139;

**Size:** Approximately 1,750 rentable square feet;

**Term:** Five (5) years;

**Renewal Options:** One (1) Four (4) years and 364 days, at the option of the RDA, to be exercised by the Executive Director;

**Lease Commencement Date, Rent Commencement Date, and Rent/Operating Expense Abatement Period:**

Lease Commencement Date will be at Lease execution;

Rent Commencement Date will be on the earliest of: 1) date Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after the delivery date of the Premises;

Rent Abatement Period: Months 1 – 4 after the first to occur: 1) Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after Tenant receives possession of the Premises. Tenant shall be required to pay all Operating Expenses and sales tax during the Rent Abatement Period;

**Minimum Rent:** \$55.00 per rentable square foot, plus applicable sales tax; \$96,250.00 per year; \$8,020.83 per month;

**Percentage Rent:** Six percent (6%) over the natural breakpoint for first Lease Year, and resets again each subsequent Lease Year, based upon the Minimum Rent for each subsequent Lease Year;

**Annual Rent Increases:** The Minimum Rent amount shall be increased by three percent (3%) annually;

**Lease Basis:** Tenant shall pay its pro rata share of Real Property Taxes, Property Insurance and Common Area Maintenance ("CAM") (collectively, "Operating Expenses") for the project. Tenant's pro rata share shall be determined based upon the ratio of Premises' floor area to the total floor area of all the retail space in the project; current estimate for NNN costs are \$14.00 per square foot. The controllable portion of the project Operating Expenses shall not increase more than five percent (5%) in any calendar year during the Lease Term;

**Prepaid Rent:** First month's rent, including sales tax, in the amount of \$8,020.83;

**Security Deposit:** The amount of \$16,041.83 shall be due upon execution of the Lease documents, in addition to first month's rent;

**Guarantor:** Full personal guaranty shall be required by all owners and spouses;

**Utilities:** Tenant shall be responsible for utilities metered for the Premises and waste and recycling costs beginning upon delivery date of the Premises;

**Construction Allowance:** Tenant shall accept the premises in "AS-IS" condition. Landlord shall reimburse Tenant up to One Hundred Thousand Dollars (\$100,000.00) ("Tenant Allowance") for the cost associated with erecting of a demising wall (finished on both sides), adjustments to the Fire Life Safety System, modifications to the HVAC ductwork, and updates to the electrical system in connection with the construction of the demising wall ("Reimbursed Tenant Improvements"). Tenant's reimbursement schedule for the Reimbursed Tenant Improvements, not to exceed the total Tenant Allowance amount, will be further detailed in the Lease. Tenant shall perform all other necessary construction work at its sole cost and expense;

**Use:** Tenant should use the Premises for high-end Barber Shop, and retail items related to hair care and/or grooming or as otherwise detailed and approved in writing by the Landlord; and

**Public Benefit:** Tenant will provide a 25% discount to Miami Beach senior residents and Miami Beach first responders; and

**WHEREAS**, the Letter of Intent was considered at the January 24, 2025 meeting of the City of Miami Beach Finance and Economic Resiliency Committee (FERC) meeting and the FERC recommended in favor of approving a new lease with Vida Bros, LLC ("Tenant") based upon the terms and conditions outlined herein; and

**WHEREAS**, per the Agreement with Wilshire Advisory Group, the City will be obligated to pay a leasing commission equal to three percent (3%) of the gross aggregate Minimum Rent over the initial five (5) years of the Lease; therefore, based on the initial five-year gross aggregate Minimum Rent of \$511,004.32, the total commission owed Wilshire Advisory Group will be \$15,330.13; and

**WHEREAS**, the City will be paying 50% of the commission (\$7,665.06) upon Lease execution and 50% (\$7,665.06) upon opening of the Premise and payment of first month's rent; and

**WHEREAS**, based upon the competitive rental rate and the favorable Lease terms, the Executive Director recommends accepting the recommendation of the FERC and approving, in substantial form, the proposed new Lease, a draft copy of which is attached to the RDA Memorandum accompanying this Resolution, and authorizing the Executive Director to finalize and execute the Lease.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY**, that the Chairperson and Members of the Miami Beach Redevelopment Agency hereby accept the recommendation of the City's Finance and Economic Resiliency Committee, and approve, in substantial form, a Lease Agreement between the Miami Beach Redevelopment Agency (RDA) (Landlord) and Vida Bros, LLC a/b/a Shaving District (Tenant), for use of approximately 1,750 square feet of ground floor retail space at the Anchor Garage and Shops, as a an upscale barbershop, located at 100 16<sup>th</sup> Street, Suites Nos. 1-2 (Premises), for an initial term of five (5) years, with one (1) renewal term of four (4) years and three hundred sixty-four (364) days, at the RDA's discretion; and further, authorize the Executive Director to finalize and execute the Lease Agreement.

**PASSED** and **ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2025.

**ATTEST:**

\_\_\_\_\_  
Steven Meiner, Chairperson

\_\_\_\_\_  
Rafael E. Granado, Secretary

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
Redevelopment Agency  
General Counsel

2/19/2025

\_\_\_\_\_  
Date

