CITY OF HOLLYWOOD
BOAT DOCK LEASE

THIS LEASE made and entered into this __ day of _____, 2023, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida ("LESSOR" or “City”) and _____ ("LESSEE"), owner of the property located at _____, Hollywood, Florida 33019, legally described as follows (“REAL PROPERTY”):

HOLLYWOOD LAKES SECTION 1-32 B, LOT 8, 9 W ½ BLOCK 80

W I T N E S S E T H:

1. The initial term of this Lease shall be for four years commencing on October 1, 2020 (“Commencement Date”) and ending on September 30, 2024 (“End Date”), unless terminated by either party in accordance with Section 11, and this Lease may be renewed for additional terms of four years each subject to the approval of the City Manager. During the term or any renewal term of this Lease, LESSEE shall have the right, subject to the terms and conditions set forth herein, to construct, maintain and use a boat dock and landscaping on the following described real property (hereinafter the "LEASED PROPERTY"):

A strip of land within
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
of the Public Records of Broward County, Florida.

2. LESSEE shall pay to the LESSOR the first year's Lease Fee of $600.52, exclusive of rental sales tax of 7%, on or before the date of execution of this Lease by the parties. For each subsequent year, LESSEE shall pay to LESSOR such annual Lease Fee as mandated by Section 98.051(B) of the City of Hollywood Code of Ordinances and indicated in the chart below, payable on or before the anniversary date of the Commencement Date. In accordance with Resolution No. R-2-22-068, the subsequent years' fees shall be as follows:

FY 21	FY 22	FY 23	FY24	FY25	FY26
$600.52	$632.74	$900.00	$1,200.00	$1,500.00	$1,800.00

On October 1, 2026, the Lease Fee shall be adjusted by the Consumer Price Index for All Urban Consumers, All Items in the Miami-Fort Lauderdale-West Palm Beach areas, not seasonally adjusted, using the February figures plus applicable rental sales tax.

3. Dock / Mooring Piles / Bow & Stern Setbacks:

(a) Dock/Mooring piles – Except as provided in subsection (c) below, in no case shall the dock and/or mooring piles extend more than 22 feet from the edge of the dry land at high tide into the lake, nor shall the dock and/or any mooring piles be closer than 7 and ½ feet from the seaward extension of the respective lease property lines (the "seaward side yard setbacks").

(b) Bow and Stern - no boat or vessel of any kind shall be docked or moored so that either its bow or stern extends into the seaward side yard setback**.**

(c) Notwithstanding the foregoing, the required setbacks may be adjusted at the sole discretion of the City Engineer.

4. LESSEE shall apply for a permit within 30 days after being duly notified of the need of such repairs to the boat dock by LESSOR for any defects that are discovered during the Lease Term. LESSEE shall have 45 days after approval of the permit to complete the repairs. If LESSEE fails to comply with this condition, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to $1,000.00 per day. The charges for removal or penalty pursuant to the Order of the Special Magistrate shall constitute a lien upon the REAL PROPERTY. In the event that LESSOR determines that there is an unsafe condition, hazardous or emergency situation with such boat dock, LESSOR may take any action necessary to prevent harm to the public. LESSEE shall be responsible for all charges incurred by the LESSOR for such remediation, which shall be a lien against the REAL PROPERTY.

5. LESSEE shall maintain, at his/her or their sole expense during the term of this Lease, Commercial General Liability Insurance covering the LEASED PROPERTY and the boat dock structure, as well as the resultant uses thereof, naming the City as an additional insured in an amount not less than $1,000,000 for each occurrence covering bodily injury (including death), personal injury, and property damage, $100,000 Damaged to Rental Premises with a $2,000,000 General Aggregate limit. Such policy shall require 30 days' written notice to City prior to any change in coverage becoming effective. LESSEE shall furnish LESSOR with proof of such insurance and endorsements including, primary and non-contributary and wavier of subrogation. Prior

to the execution of this Lease or at any time during the Lease Term within 10 days of the City's written request. Failure to provide the certificate of insurance and endorsements in a timely fashion shall result in a termination of this Lease and/or shall subject LESSEE to enforcement by the Special Magistrate. In the event that the insurance certificate indicates that the insurance shall terminate and lapse during the period of this Lease, LESSEE shall furnish, at least 30 days prior to the expiration of the date of such insurance, a new Certificate of Insurance and endorsements as proof of equal and like coverage for the balance of the Lease and any renewal thereunder.

6. LESSEE agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City from (i) any breach by LESSEE of this Lease, (ii) any inaccuracy in or breach of any of the representations, warranties or covenants made by LESSEE herein, (iii) any claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life or damage to personal or real property sustained by reason or as a result of the use of the boat dock or the use of federal, state, county or municipal property by LESSEE and LESSEE'S agents, employees, invitees, and all other persons, and (iv) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason of or as a result of the exercise by LESSEE and LESSEE'S agents, employees, invitees, and all other persons of any and all rights or duties conferred by this Lease. Such obligation to indemnify and hold harmless shall

continue notwithstanding any negligence or comparative negligence on the part of the City, its officers, agents and employees, relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in the Lease shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

7. The following are conditions of this Lease and must be strictly observed with regard to any boat dock leased hereunder:

(a) No person shall live aboard a boat moored thereto;

(b) No business or commercial activity of any kind shall be conducted on or therefrom;

(c) No subleasing or assignment of the rights created by virtue of this Lease shall be permitted;

(d) Any boat and/or vessel moored shall be titled to the LESSEE. Upon written request by the City at any time during the term of this Lease, LESSEE shall furnish LESSOR with proof of title/ownership to the moored boat and/or vessel within 10 days;

(e) Any vessel shall be moored directly to the boat dock;

(f) Parking of LESSEE'S motor vehicles on the LEASED PROPERTY is prohibited;

(g) Any repairs to or construction of a boat dock must follow all applicable codes and regulations, including the LESSOR's permitting process;

(h) LESSEE shall insure that the LEASED PROPERTY will not be subject to any lien at any time.

8. LESSEE shall be responsible for maintenance of the LEASED PROPERTY, including landscaping and watering, and in all cases, the strip of land adjacent to the roadway shall be and remain open to and for pedestrian traffic.

9. If the LESSEE: i) fails to pay the Lease Fee on or before the anniversary of the Commencement Date, ii) fails to provide the proper insurance and endorsements as required in Section 5 herein, or iii) allows the recordation of a lien against the LEASED PROPERTY, LESSOR shall have the right to remove such boat dock without further notice, or subject the LESSEE to a penalty imposed by the Special Magistrate of up to $1,000.00 per day. The charges for removal or penalty pursuant to Order of the Special Magistrate shall constitute a lien upon the REAL PROPERTY. These remedies shall not be exclusive of any other remedy provided to LESSOR in law or equity.

10. LESSEE shall be responsible and liable for any and all federal, state and local taxes levied as a result of the use of the premises and activities covered by this lease. Failure to remit taxes when notified by any federal, state or local authority that

such are overdue shall constitute a breach of this Lease for which the CITY may exercise any remedy available to it by law or as provided herein up to and including termination of the Lease.

11. The breach of any term or condition of this Lease by the LESSEE and/or persons under their supervision or control will be cause for immediate termination of this Lease by the LESSOR without further notice to LESSEE. LESSOR may terminate the Lease without cause upon 30 days' notice prior to expiration of the Lease Term or any renewal thereof. This Lease may be terminated by LESSEE upon 60 days written notice to LESSOR. Notice by the LESSOR shall be sent by certified mail to the LESSEE at the address listed herein and shall be deemed received even if returned "unclaimed" or "refused". It shall be LESSEE's duty to inform LESSOR immediately, in writing, of any change in the above address. Notice by LESSEE shall be sent by certified mail to:

LESSOR:

City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Blvd., #407
Hollywood, FL 33020

LESSEE:

_____
_____
_____

12. On March 12, 2019, City of Hollywood voters passed a General Obligation Bond during a Special Election to fund a variety of Citywide public improvement projects. These projects include a sea wall replacement/repair project that may affect the LEASED PROPERTY. The LESSOR, in making improvements to the seawall, may find it necessary to remove part of or all of LESSEE'S existing boat dock and ramp. The boat dock and ramp shall be inaccessible for a period of time. LESSOR shall have no liability to the LESSEE for any damage to the boat dock and ramp or any liability for the removal or loss of use of the boat dock and ramp. LESSOR'S contractor shall be liable for any and all damages to the boat dock as a result of the contractor's work on the sea wall. LESSEE shall be liable for all costs to repair/rebuild the ramp. Repairs to or construction of a new boat dock must be brought through the appropriate City process in accordance with Section 98.051 of the Code of Ordinances and all other applicable regulations. LESSOR may suspend payment of the Lease Fee in the event the LEASED PROPERTY is impacted by the seawall improvements.

13. LESSEE shall inform LESSOR of any disposition of the REAL PROPERTY within 30 days.

IN WITNESS WHEREOF, the parties set their hands and seal this _____ day of _____, 20__.

CITY OF HOLLYWOOD, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida

By: _____
CITY MANAGER OR DESIGNEE

ATTEST:

_____
PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

_____
DOUGLAS R. GONZALES
CITY ATTORNEY

I HAVE READ AND UNDERSTAND TERMS OF THIS LEASE:

_____
LESSEE(S)

_____
LESSEE(S)