

# Lease Agreement

\*\*\*\*\*

**Table 1: Summary of Material Terms**

<b>Lease Name (DBA):</b> City of Doral	<b>Lease Number:</b>	9780-0919-SBV-04815	
	<b>Lease Date:</b>	9/4/2019	
	<b>Start Date:</b> 9/9/2019	<b>End Date:</b> 10/9/2019	
<b>Tenant Name (Legal):</b> City of Doral	<b>Landlord:</b> MALL AT MIAMI INTERNATIONAL, LLC, a Delaware limited liability company		
<b>Office Address:</b> 8300 NW 53rd Street Doral, FL 33166	<b>Shopping Center Trade Name and Address:</b> Miami International Mall 1455 N.W. 107th Avenue, Room 586, Miami, FL 33172		
<b>Tenant's Telephone Number:</b> (305) 593-8600	<b>Remit Payment to:</b> Miami International Mall 1455 N.W. 107th Avenue, Room 586, Miami, FL 33172		
<b>Contact Name:</b> Jessica Roth	<p><b>Sole purpose for which space can be used by Tenant:</b> For the sole purpose of providing \$10,000 for Entertainment expenses for the 2019 Hispanic Heritage event in exchange for Logo Inclusions on event materials, sponsorship and (2) ad panels. First time production will be included. Any creative changes are advertiser's responsibility. Artwork must be approved by Management.</p> <p>Management must approve all displays. If this Agreement contains a Media Rent Table, the display posting period for any advertising medium or component shall be limited to the respective dates therefor set forth in such Media Rent Table.</p>		
	<b>Total Contract Amount:</b> \$0.00 <b>Total Taxes:</b> \$0.00 <b>Grand Total:</b> \$0.00	<b>Security/Damage Deposit Amount:</b>	<b>Security/Damage Deposit Due Date:</b>

**Payment Schedule**

Payment Due Date	Amount Due
<b>Total Due</b>	<b>\$0.00</b>

**Insurance Required Date:** 9/8/2019  
**Single Mail Insurance Certificate Holder:** MALL AT MIAMI INTERNATIONAL, LLC, a Delaware limited liability company, WEST DADE COUNTY ASSOCIATES, a Florida general partnership, sole member  
 SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, Managing Partner, SIMON PROPERTY GROUP, INC., a Delaware corporation, general partner

**Media Rent Table**

Shopping Center Name	City/State	Advertising Medium	Quantity	Display Posting Date	Termination Date
Miami International Mall	Miami/FL	Ad Panel	1	9/9/2019	10/9/2019
Miami International Mall	Miami/FL	Ad Panel	1	9/9/2019	10/9/2019

**Sponsorship Rent Table**

Shopping Center Name	City/State	Sub Use Type	Sponsorship Start Date	Sponsorship End Date
Miami International Mall	Miami/FL	Other	9/9/2019	10/9/2019

Landlord owns and operates certain real estate, together with certain buildings and improvements located thereon, commonly known as the Shopping Center. In consideration of the premises, covenants and agreements as stated above and hereinafter set forth, it is agreed by and between the parties as follows:

1. **Lease to Occupy and Use:** Subject to all of the terms and conditions hereof, Landlord hereby grants to the Tenant a Lease to occupy and use that area(s) of the Shopping Center (the "Space"), and Tenant rents from Landlord the Space, containing the agreed approximate square footage of floor area specified above and/or more precisely described in "Table 1" hereinabove.

2. **Permitted Use:** (a) The Space may be occupied and used by the Tenant solely for the purpose stated above, and for no other purpose. Addition of product other than those specified above is subject to Landlord's advance written approval, in Landlord's sole discretion. Tenant's display(s), and any and all of Tenant's promotional, marketing, advertising or collateral materials, shall be subject to Shopping Center approval, not to be unreasonably withheld. No third-party displays, signage or materials of any kind will be permitted. (b) Tenant shall use the Space under the trade name specified above; and said trade name shall not be changed at any time during the term without prior written consent by Landlord. (c) Tenant has made its own determination of the suitability of the Space and the Shopping Center for Tenant's use and business, and acknowledges that it is entering into this Lease based solely on its own investigation and not based on any representations or warranties of Landlord or its representatives. Tenant acknowledges that Landlord has made no representations to Tenant as to sales volume. (d) Tenant shall at all times maintain the Space and all portions thereof, in good condition and repair, at Tenant's sole cost and expense. (e) Tenant shall comply with all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Space. (f) Tenant shall not make any use of the Space which is offensive as determined by Landlord at its sole discretion; nor to do any act tending to injure the reputation of the Shopping Center, and Tenant shall abide by all rules and regulations established by Landlord. Tenant shall not store any inventory, equipment or any other materials outside the Space, or do or permit anything to be done in or about the Space or appurtenant common areas which would constitute a nuisance or hazard, or which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them. Tenant shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots or any other area regularly used for such traffic within the Shopping Center. (g) Tenant's use of display fixtures and Tenant's over-all display of goods or merchandise is subject to Landlord's approval. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Shopping Center of its lease or of any rules or regulations.

3. **Term; Landlord's Right Of Early Termination:** Tenant shall occupy and use the Space for the period, stated above, commencing on the Start Date (which may also be referred to herein as the "Commencement Date") and ending on the Ending Date, unless sooner terminated as herein provided. Notwithstanding anything to the contrary herein contained, Landlord may, at any time during the term of this Lease, in its sole discretion and with or without cause, elect to terminate this Lease upon thirty (30) days advance written notice to Tenant. In the event of such election by Landlord, Tenant's obligation hereunder shall be apportioned as of the effective date of such termination. Tenant understands and agrees that it is receiving terms and conditions which have been requested by and are advantageous to Tenant in return for granting Landlord flexibility with regard to the Space on account of the short term of this Lease, the Landlord's right to terminate the Lease on the short notice provided herein, and the other

terms and conditions hereof; Tenant understands and agrees that it has no rights to the Space beyond the term set forth herein; and Tenant acknowledges that no one has made any representations or promises to Tenant with regard to renewal or extension of the term hereof, or limiting or eliminating the Landlord's right to terminate on short notice as set forth herein, or regarding relocation or possession of other space in the Shopping Center, or in any other manner contradicting, qualifying, or limiting the express provisions hereof.

This Lease shall terminate without further notice at the expiration of its specified term. Any holding over by Tenant after expiration of the Term hereof shall not constitute a renewal or extension of the Lease or give Tenant any rights in or to the Premises except as expressly provided in this Lease. Any holding over after such expiration with the express written consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions herein specified insofar as applicable except that Minimum Rent shall be increased to an amount equal to 250% of the Minimum Rent payable during the last full calendar month of the term hereof. Any holding over without the Landlord's written consent (including any such holdover where the Tenant claims that the Landlord has given oral consent, has consented by conduct, has waived its right to withhold consent, or is stopped from withholding consent) shall constitute only a tenancy at sufferance, terminable by Landlord immediately on delivery of written notice, and during such unconsented holdover, Tenant shall be obligated to pay Landlord daily damages equal to one thirtieth of 250% of the Minimum Rent payable during the last full calendar month of the Lease Term.

Tenant initials:



Landlord:



4. Minimum Rent; Late Charge: On or before the first day of each Payment Period specified above, Tenant shall pay Minimum Rent to Landlord, without notice, demand, or offset at the Landlord's office address specified above. The parties recognize that damages will be suffered by Landlord on account of late payment which will be extremely difficult and impractical to quantify. Accordingly, the parties have made their best estimate of damages and hereby agree that Tenant shall pay Landlord as liquidated damages on account of late payment of rent a sum equal to Ten Percent (10%) of any payment of Minimum Rent or Percentage Rent which is not delivered to Landlord within five (5) days of due date).

5. Insurance: Tenant shall maintain, with financially sound and reputable insurers, the following insurance coverages, with an insurance carrier reasonably acceptable to Landlord: (i) a comprehensive or commercial general liability policy including contractual liability products/completed operation and broad form property damage coverage, affording protection on an occurrence basis for claims arising out of bodily injury, death, and property damage, and having limits of not less than: a combined single limit of \$2,000,000.00 per occurrence with a \$3,000,000.00 aggregate limit of liability and which such policy shall not contain explosion, collapse and/or underground exclusions; (ii) an Automobile Comprehensive Liability policy with combined single limits of not less than \$1,000,000.00 per occurrence; (iii) Worker's Compensation insurance as required by the laws of the state where the Shopping Centers are located, and (iv) Employer's Liability insurance with a \$1,000,000.00 per occurrence limit. Tenant shall cause: (x) the Shopping Center, (y) the Landlord and (z) the Landlord's property manager, to be named as additional insureds on all insurance policies covering the scope of business provided for in this Agreement and, on the Effective Date, shall provide a certificate showing the coverage to Landlord. All insurance procured or maintained by Tenant, with respect to this agreement, shall be primary and have an A.M. Best rating of at least AVIII. Any insurance covered by Landlord shall be considered excess and non-contributing. Each policy shall provide that the coverage thereunder shall not be modified or terminated without at least 30 days' prior written notice to Landlord. Tenant shall thereafter provide to Landlord evidence of the existence or renewal of that insurance. Tenant and any and all parties caused by, through or under Tenant release and discharge each Shopping Center together with the parties designated on Table 1 from all claims and liabilities arising from or caused by any casualty, whether required hereunder to be covered or not, in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

6. Indemnity and Exculpation of Landlord:

(a) Tenant shall assume liability for and shall indemnify, defend, and hold harmless Landlord and any other owners of the Shopping Center, and all their shareholders, partners, directors, related and affiliated entities, ground lessors, managers, management companies, employees, agents, guests, customers and invitees (with Landlord, collectively the "Landlord Parties") against and from any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements (collectively, "Claims", including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of: (i) any act or omission of Tenant (including without limitation the acts or omissions of the Tenant's officers, directors, employees, agents, contractors, invitees, and/or licensees within the Shopping Center), (ii) any occurrence which takes place in or about the Space as the result of

Tenant's negligence or willful misconduct, (iii) any damages to the Space excluding claims arising solely from the gross negligence or willful misconduct of Landlord Parties. To the extent permitted by applicable law, Tenant's duty to indemnify Landlord under this paragraph will apply regardless of and will extend to cover losses caused by either Tenant's or Landlord's concurrent, comparative, or contributory negligence.

(b) The Landlord Parties shall not be liable to Tenant for, and Tenant waives all claims against such parties, for injury, death, or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Shopping Center, unless such matters arise solely from the gross negligence or willful misconduct of Landlord Parties.

(c) Tenant agrees that the rent payable hereunder does not include the cost of guard services or other security measures, and that Landlord shall have no obligation to provide same. Tenant assumes full responsibility for the protection of the Space, Tenant, and Tenant's employees, invitees, licensees, guests and customers against the acts of third party, and will indemnify, defend, and hold harmless Landlord from any such claims made by the above specified persons of any damages, including attorneys' fees, resulting therefrom.

(d) To the fullest extent permitted by applicable law, Tenant shall indemnify and save Landlord harmless from any and all claims, demands, or suits that may be brought against Landlord by any employee, representative, or agent of Tenant, or any legal representative or successor of any of them, in any way arising out of or incident to this Lease, unless such suits are brought about solely by the gross negligence or willful misconduct of Landlord Parties.

(e) The indemnification and waivers contained in this Section 6 shall survive expiration or early termination of this Lease.

**7. Supervision and Control:** Tenant shall at all times during its occupancy of the Space provide sufficient supervision and maintain adequate control of its employees, guests, customers, and invitees while the same are at or about the Shopping Center, so as to prevent unlawful or offensive actions and actions which are a breach of this Lease.

**8. Licenses or Permits:** In the event there are any licenses, or permits required by and any governmental agency or authority with respect to the type of activity carried on and/or in use of the Space, Tenant shall be responsible for obtaining such licenses, authorizations and permits. No unlawful activities shall be permitted in the use of the Space, including but not limited to, the use of alcoholic beverages or gambling. Tenant must contract in its own name and timely pay for installation and all service charges in regard to all telephone and other utility services to the Space.

**9. Return of Space:** Immediately upon the expiration or early termination of this Lease, Tenant will return the Space to Landlord and remove all of Tenant's personal property, trade fixtures, goods and effects; repair any damage caused by such removal, and peaceably yield up the Space, broom clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Tenant agrees that all personal property remaining within the Space after Landlord takes possession of the Space is conclusively deemed to be abandoned by Tenant and the property of Landlord. Tenant waives its rights, if any, under any statutes or other legal doctrines requiring Landlord to remove, store, return or auction such property, and Landlord may dispose of such property as it sees fit, free of any claims of Tenant or other claiming through Tenant.

**10. Fixtures and Alterations:** All improvements to the Space constructed by Tenant, including but not limited to paneling, floor tile or covering, decorations, partitions, walls, wall mirrors, railings and counters which are attached to the floor coverings, walls, or ceiling of the building, as well as all other items which have been attached to the building or building systems, shall become Landlord's property on expiration or earlier termination of this Lease, without compensation to Tenant, unless Landlord and Tenant agree otherwise in writing. However, if Landlord so requests in writing at least fifteen (15) days before the expiration or earlier termination hereof, Tenant shall, prior to the expiration or sooner termination of this Lease, remove any of such matters as are specified for removal by Landlord's notice, repair all damage caused by such removal, and return the Space or any part thereof to its original configuration existing when delivered to Tenant. If the Space is not so surrendered at the expiration or earlier termination of this Lease, Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Space to the required condition and shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Space, including, without limitation, any claims made by any succeeding tenant or losses to Landlord due to lost opportunities to lease to succeeding tenants.

**11. Additional Rent:** Any liquidated damages provided in this Lease or by rules and regulations promulgated by Landlord, as well as any and all other payments, fees or charges provided herein or in such rules and regulations, shall be considered to be additional rent which shall be immediately due from Tenant to Landlord on delivery of notice thereof.

**12. Violation of Law: Counterfeit Goods:**

(a) If Tenant or the Space is deemed to be in violation of any federal, state, municipal, or local fire, building or other code by virtue of Tenant's occupancy thereof, Tenant shall immediately cure any and all violations at its own cost and expense and immediately pay any and all costs, fines and/or penalties attributed to all such violation(s). If Tenant fails to immediately cure said violation(s), Landlord may at its sole discretion and without waiving any other rights or remedies either (i) cure the violations at Tenant's expense, to be paid by Tenant immediately on receipt of Landlord's written statement, or (ii) immediately terminate this Lease without notice, opportunity to cure, or liability to Tenant whatsoever. Landlord's election to exercise the provisions of the preceding sentence, shall not relieve Tenant of paying any and all costs, fines and/or penalties attributed to any such violation, nor shall it relieve Tenant of its default.

(b) Tenant covenants that it shall not use the Space for the storage, marketing, display or sale of any product or merchandise that Landlord in its sole discretion may consider to be a counterfeit, knockoff, imitation, lookalike, replica, facsimile of or in any manner an infringement upon any trademarked or copyrighted product or merchandise of any third party. The foregoing covenant is a material term of the Lease. In the event Tenant breaches this covenant, Landlord may, without notice, demand or affording Tenant an opportunity to cure, immediately terminate this Lease.

**13. Alterations, Additions, Signs:** Tenant shall not make any alterations or additions, or permit the making of any holes in the walls, partitions, ceilings, or floor, or permit the painting or placing of any exterior signs, placards, or other advertising media, banners, pennants, awnings, aerials, antennas, or the like, nor cause or permit the placement of any signs, placards, or other advertising media within the Space where it is visible from outside the Space, without on each occasion obtaining prior written consent from Landlord, which may be withheld in Landlord's sole discretion. Tenant irrevocably grants Landlord permission to enter the Space, at any time, by any convenient method, without prior notice, to remove and dispose of any sign, placard, or other media which is being displayed in violation hereof, without liability to Tenant.

**14. No Mechanic's Liens:** Tenant shall not suffer any mechanic's lien to be filed against the Space or Shopping Center by reason of any work, labor, services, or materials performed at or furnished to the Space or to the Tenant, or to anyone acting in concert with Tenant. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the Space or Shopping Center to any lien or liability under the lien laws of the state in which the Shopping Center is located.

**15. Tenant Default:** In the event of any failure of Tenant to pay timely any sums or to perform timely any of the terms, conditions or covenants of this Lease to be observed or performed by Tenant, or if Tenant shall become bankrupt or insolvent or file any debtor proceedings, or take or have taken in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the Space, the Landlord may at any time thereafter, terminate this Lease and Tenant's right to possession by written notice to Tenant and/or pursue all other legal remedies available to Landlord.

**16. Assigning or Subletting:** Tenant shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease or any interest therein, nor sublet all or any part of the Space, nor license concessions nor departments therein. Any attempted assignment, sublease, or transfer shall be void and shall further constitute a breach of this Lease. The person identified as Tenant hereunder shall be the sole person or entity having the right to occupancy or possession, and any principals or partners who are not identified herein as the Tenant, or who become principals or partners in Tenant hereafter and do not obtain written recognition as the Tenant hereunder from Landlord, shall not have any rights of occupancy or possession hereunder.

**17. Limitation on Landlord Liability:** There shall be absolutely no personal liability on persons, firms, or entities who constitute Landlord, or any management company acting under contract with Landlord, or any agent, employee, officer, partner, shareholder, or joint venturer of Landlord or such management company ("Landlord Affiliates") with respect to any of the terms, covenants, conditions, and provisions of this Lease, or of any other events, acts, omissions, or occurrences arising from or related to this Lease, and Tenant shall look solely to the interest of the Landlord in the Shopping Center for satisfaction of each and every right or remedy of Tenant in the event of default or other liability of Landlord or Landlord's Affiliates. Such exculpation of personal liability is absolute and without any exception whatsoever.

**18. Entry:** In addition to any other rights of entry granted hereby, Landlord shall have the right to enter the Space (a) by any means necessary in the event of an emergency involving danger to person or property, (b) upon notice to Tenant to show the Space to prospective lenders, buyers, or lessees or to perform construction or maintenance on the Space or the building in which the Space is located.

19. **Brokers:** Tenant has not contracted or dealt with any broker agent, or finder in regard to this Lease, and will indemnify and defend Landlord against any claim of commission, fee, or entitlement by a broker, agent, or finder arising from the claimant's relationship with Tenant.

20. **Operation of Antenna:** Tenant shall not operate or maintain within the Space any antenna or other device for the transmission of wireless signal without the written consent of Landlord. In any event, the strength of the signal propagated or distributed from the antenna shall not be stronger than -105dBm at the boundaries of the Space, and the purpose of the Antenna System shall be limited and ancillary to the Tenant's use of the Space for the retail sales use permitted hereunder.

21. **Lawsuits, Venue and Jurisdiction:**

(a) **Time Limitation for Lawsuits:** Tenant shall be barred from bringing any action or cross-action against Landlord and/or Landlord's Affiliates unless Tenant files such action or cross-action in court no later than six (6) months after the occurrence, event, act or omission from which the claim arises.

(b) **Attorney's and Collector's Fees:** If Landlord is required to bring or defend any litigation arising out of this Lease, or to enforce or defend the provisions hereof, Landlord shall recover from Tenant its reasonable attorney's fees and costs. Tenant further agrees to pay all of Landlord's costs of collection, including any collection fees charged by a collection agency, in the event of any default hereunder.

(c) **Waiver of Jury Trial:** Landlord and Tenant hereby waive trial by jury in any action or proceeding brought by Landlord for possession of the Space, whether or not including a claim for damages, and in any other action arising under this Lease. Tenant shall not interpose any counterclaim or cross-complaint in any action brought by Landlord for possession of the Space or to collect rent hereunder.

(d) **Venue and Jurisdiction:** This Lease shall be construed and enforced in accordance with the laws of the state where the Shopping Center is located. Any legal action or proceeding relating to this Lease shall be instituted in a state or federal court in the county in which the Shopping Center is located. Landlord and Tenant agree to submit to the jurisdiction of and agree that venue is proper in the aforesaid courts in any such legal action or proceeding.

22. **Miscellaneous Additional Provisions:** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect, impair or invalidate any other provision hereof. No waiver of any rights hereunder shall be valid unless in writing, signed by the party to be charged, and no waiver except as specified in writing, shall waive any other rights of the party nor the party's future right to enforce the provisions waived. All notices to Tenant required or permitted by this Lease or relating to the Space may be delivered by hand delivery to the Space (to the person apparently in charge thereof) or by U.S. Mail, registered, return receipt requested (in which case, they shall be deemed to have been received by Tenant three (3) days after deposit in the U.S. Mail), or by recognized overnight courier service (in which case they shall be deemed delivered on the date of the courier service's proof of delivery). Time is of the essence with respect to Tenant's performance of every provision of this Lease. This Lease shall, subject to the provisions regarding assignment and subletting, bind the respective heirs, successors, executors, administrator and assigns of Landlord and Tenant. All persons constituting Tenant shall be jointly and severally liable hereunder. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. All provisions hereof to be performed by Tenant are both conditions and covenants.

Any payments under the Lease should be made payable to the business entity identified as Landlord. Violation of this requirement is grounds for termination of this Lease.

Tenant agrees that any and all provisions of this Lease Agreement including monetary figures, Tables, addenda, and amendments are to remain confidential between Landlord, Tenant, Tenant's Legal Counsel, and Tenant's Accountant, or as may be required by law.

The following additional provisions apply to this Lease Agreement (which, if more than one such provision, may not be lettered sequentially):

**A. Mail Media Component Requirements:**

(a) Tenant-produced advertising materials must be delivered to the Shopping Center, or other location specified in advance by Shopping Center (i) in accordance with the specifications for display space and (ii) no later than 7 days

prior to Display Posting Date (as set forth in Table 1 hereinabove in this Lease). Failure to deliver advertising materials 7 days prior to the Display Posting Date could result in delay of installation and/or expedited installation fee. Tenant acknowledges sole responsibility for complete compliance with display space specifications and deadline submission of advertising materials. In the event of any time delay and/or any non-compliance, Tenant agrees to the full payment of monthly display space cost commencing and based upon contracted Display Posting Date (as set forth on Page 1).

(b) Shopping Center reserves the right to refuse to display or withdraw from display any graphic, production or advertising copy which it deems inappropriate for any reason in Shopping Center's sole discretion (including, without limitation, objection of Shopping Center management or tenants). In the event a graphic, production or advertising copy is refused or withdrawn as inappropriate, Shopping Center may terminate the Mall Media component described in this Section, or this Lease in its entirety, immediately without further obligation and Tenant shall only be obligated to pay Shopping Center for the period prior to cancellation. Tenant acknowledges that Shopping Center may use photographs or other reproductions of Tenant's copy to promote Shopping Center's services and releases Shopping Center from any claims regarding same.

(c) If Tenant is an agency, Tenant expressly represents and warrants that it has all requisite rights, approvals, licenses, and/or any other required authorization, from its principal and/or any applicable third party, to enter into this Agreement and perform or cause to be performed all of its obligations hereunder, and that Tenant and from its principal shall be jointly liable for the payment of all amounts due Shopping Center hereunder. Without modifying, or limiting the generality, of any provision of this Lease, Tenant expressly indemnifies and holds Shopping Center, Simon Management Associates II, LLC, Simon Brand Ventures, LLC and Landlord, harmless for and against any loss, claim, damages or action including attorneys' fees, arising from or related to a breach or alleged breach of the provisions of the preceding sentence.

(d) In addition to and without limiting or modifying any other provision of this Lease, Tenant agrees to defend, indemnify and hold harmless Shopping Center and its successors, assigns, affiliates and employees against any claims or liability arising or resulting from the display of Tenant's advertising materials, including but not limited to the breach of any representation or warranty contained herein, and/or any and all claims or demands on account of any allegation that the use of any name, visual presentation of any kind, or other material in any graphic or production authorized for display by this Agreement is illegal, unauthorized, or damaging in any way to any person or entity. Tenant represents it either owns the artwork and/or printed portion of the advertising copy provided to Shopping Center, or has obtained the consent of all third parties necessary for its use, and such copy does not infringe upon the proprietary rights of any such third parties. Tenant represents that it has media/personal and advertising injury coverage including but not necessarily limited to coverage for (i) oral or written material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; (ii) oral or written publication of material that violates a person's right of privacy; and (iii) infringement of a third party's copyright, trade dress or other intellectual property, all such coverages affording protection for claims arising out of bodily injury, death, and property damage, having limits in a commercially reasonable amount but in no event less than \$2,000,000 per occurrence, and upon Shopping Center's request therefor, shall provide evidence of such coverage naming Shopping Center as additional insured thereon.

(e) Cancellation by Tenant must be done in writing no less than 90 days prior to date of first posting. As a condition of cancellation, Tenant shall pay Shopping Center the charges otherwise due hereunder through the effective date of such cancellation. In the event Tenant fails to make any payment due hereunder, in addition to all other rights of and remedies available to Shopping Center and Landlord hereunder, Shopping Center may, upon written notice, immediately remove the graphic or production from the display location. Upon such removal, Tenant shall pay to Shopping Center the charges applicable up until the end of the month of such removal, plus ninety (90) additional days.

(f) Shopping Center shall have the option to cancel the Mall Media component described in this Section at any time upon the loss of any display space resulting from any act or cause beyond Shopping Center's control, including any termination of a location lease, change in law, ordinance, rule or regulation; in such event, for a display(s) containing otherwise acceptable copy, at the option of Shopping Center, Tenant shall receive: (i) an equivalent amount of advertising service on any other display(s) authorized hereby at the end of the term of this Lease for such display(s), or advertising service on other displays owned by Shopping Center, or (ii) a refund of amounts actually paid to Shopping Center on account of this Mall Media component for the unexpired term. Notwithstanding any other provisions of this Lease, in no event shall Shopping Center be liable to Tenant as a result of any default by Shopping Center in an amount in excess of the total advertising charges annually collected by Shopping Center hereunder on account of this Mall Media component. All other monetary and non-monetary remedies are expressly excluded. Without limiting the foregoing, under no circumstance shall Shopping Center be liable for consequential, special or incidental damages arising out of this Agreement.

**V. Unmanned display/exhibit:** Notwithstanding anything contained in this Lease which may be to the contrary, the intended and permitted use of the Space is for an unmanned display or exhibit. Accordingly, there shall not be any Tenant employees, contractors or other Tenant staff at or in the Space other than for installation and deinstallation/removal, and as applicable and/or required, repair, maintenance and/or restocking of the display or exhibit. It is further intended and contemplated that the display or exhibit shall be operational, functional and/or stocked, as the case may be, during and throughout all Shopping Center hours as determined by Landlord, other than as may be required for any such repair, maintenance and/or restocking.

*[signature page follows]*

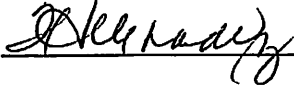


**Landlord**

Miami International Mall  
MALL AT MIAMI INTERNATIONAL, LLC, a Delaware  
limited liability company  
By: WEST DADE COUNTY ASSOCIATES, a Florida  
general partnership, its sole member  
By: SIMON PROPERTY GROUP, L.P., a Delaware  
limited partnership, its Managing Partner  
By: SIMON PROPERTY GROUP, INC., a Delaware  
corporation, its general partner

**Tenant:**

City of Doral  
Tenant acknowledges and accepts the foregoing Lease  
Agreement, subject to all of the Terms, Conditions, and  
Covenants set forth above and which may be contained  
on any exhibits attached hereto.

By: 

Title: Mall Manager

By: 

Title: City Manager

**RESOLUTION No. 18-150**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PARTNERSHIP WITH MIAMI INTERNATIONAL MALL THROUGH THE SPONSORSHIP OF THEIR ANNUAL HISPANIC HERITAGE CELEBRATION IN THE AMOUNT OF \$10,000.00 ANNUALLY FOR A PERIOD OF THREE (3) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** From the year 2005 until 2015 the City hosted the events in partnership with Miami International Mall; and

**WHEREAS,** The events and activities at the mall included arts & crafts, dance shows from different Latin American countries, flamenco and folkloric dance workshops, instrumental workshops, and poetry readings; and

**WHEREAS,** The Hispanic Heritage Celebration at Miami International Mall showcases the diverse cultures and uniqueness of more than 20 Latin countries in North America, Central America, South America and the Caribbean. Their celebration features folkloric performances, musical entertainment, Hispanic Arts and Crafts, country exhibits, food sampling and product giveaways; and

**WHEREAS,** Staff respectfully requests authorization for the City Manager to enter into a sponsorship agreement with Miami International Mall for the annual Hispanic Heritage Celebration event for a period of three (3) years in an amount not to exceed \$10,000.00 per fiscal year.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Partnership.** The partnership between the City and

Miami International Mall for the annual Hispanic Heritage Celebration event for a period of three (3) years in an amount not to exceed \$10,000.00 per fiscal year is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and enter into an agreement with Miami International Mall for the Hispanic Heritage Celebration for a period of three (3) years. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to Miami International Mall.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes


PASSED AND ADOPTED this 12 day of September 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY