

Agreement

Table 1: Summary of Material Terms

Agreement Name (DBA): City of Doral	Agreement Number:	9780-0417-SBV-02091	
	Agreement Date:	4/13/2017	
	Start Date: 6/6/2017	End Date: 7/4/2017	
Advertiser/Agency Name (Legal): City of Doral	Landlord: MALL AT MIAMI INTERNATIONAL, LLC, a Delaware limited liability company		
Office Address: 8300 NW 53rd Street Doral, FL 33166	Shopping Center Trade Name and Address: Miami International Mall 1455 N.W. 107th Avenue, Room 596, Miami, FL 33172		
Advertiser/Agency's Telephone Number: (305) 593-6600	Remit Payment to: Miami International Mall 1455 N.W. 107th Avenue, Room 596, Miami, FL 33172		
Contact Name: Edward Rojas	<p>Sole purpose of this Agreement: Digital Display to promote the City of Doral's Independence Day Celebration. City of Doral will provide Miami International Mall with a \$3600 sponsorship package to include Inclusion in press release, Inclusion in event flyer, onsite marketing right for sampling and advertisement. (Tent, table, chairs), signage rights, public recognition and certificate of appreciation.</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>		
Total Contract Amount: \$0.00 Total Taxes: \$0.00 Grand Total: \$0.00	Security/Damage Deposit Amount:	Security/Damage Deposit Due Date:	

Payment Schedule

Payment Due Date	Amount Due
Total Due	\$0.00

Media Rent Table

Shopping Center Name	City/State	Advertising Medium	Quantity	Display Posting Date	Termination Date
Miami International Mall	Miami/FL	Digital Marquee	1	6/6/2017	7/4/2017

This agreement is for rental of advertising space only, and does not include any collateral design, production or shipping. I have read and agreed to the following Advertising Contract Standard Terms and Conditions.

Advertising Contract Standard Terms and Conditions

1. Shopping Center will display advertising materials of Advertiser as set forth on Page 1. This Agreement shall be deemed enforceable only upon written acceptance by Shopping Center in the place provided. Advertiser/Agency authorizes Shopping Center to obtain credit information to assist Shopping Center in determining whether to accept this Agreement. Following such acceptance, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, administrators and permitted assigns. Notwithstanding the payment terms set forth in Section 6 below or elsewhere in this Agreement, at the option of Shopping Center exercised in writing, Shopping Center may require payment in advance of some or all of the charges due from Advertiser/Agency under this Agreement.

2. Advertiser/Agency-produced advertising materials must be delivered to the location at which same are to be displayed, 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. Failure to deliver advertising materials 7 days prior to the Display Posting Date could result in delay of installation and/or expedited installation fee. Advertiser/Agency 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, Advertiser/Agency agrees to the full payment of monthly display space cost commencing and based upon contracted Display Posting Date (as set forth on Page 1).

3. 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 Mall management or tenants). In the event a graphic, production or advertising copy is refused or withdrawn as inappropriate, Shopping Center may terminate this Agreement immediately without further obligation and Advertiser shall only be obligated to pay Shopping Center display space charges for the period prior to cancellation. Advertiser acknowledges that Shopping Center may use photographs or other reproductions of Advertiser's copy to promote Shopping Center's services and releases Shopping Center from any claims regarding same.

4. Agency represents that is authorized to execute on behalf of Advertiser as noted hereon and that Agency and Advertiser are jointly liable for the payment of all amounts due Shopping Center.

5. Advertiser/Agency 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 Advertiser/Agency'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. Advertiser/Agency 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. Advertiser/Agency 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.

6. Amounts due Shopping Center hereunder are due and payable within thirty (30) days of invoice date. Any delinquent payments will accrue a delinquency charge at an 18% annual fee, or the maximum allowed by law, and may result in the removal of advertising materials. In the event of default, the Advertiser/Agency shall pay all

expenses incurred by Shopping Center in collecting the amount due, including all court costs and reasonable attorneys' fees.

7. Any renewal of this Agreement shall be in writing signed by both parties or by a new agreement entered into by both parties. Cancellation by Advertiser/Agency must be done in writing no less than 90 days prior to date of first posting. As a condition of cancellation, Advertiser shall pay Shopping Center the charges otherwise due hereunder through the effective date of such cancellation. In the event Advertiser/Agency fails to make any payment due hereunder, in addition to the payment of interest and collection of attorneys' fees and legal expenses as provided above, and any other rights it may have hereunder, Shopping Center may, upon written notice, immediately remove the graphic or production from the display location. Upon such removal, Advertiser/Agency shall pay to Shopping Center the charges applicable up until the end of the month of such removal, plus ninety (90) additional days.

8. Shopping Center shall have the option to cancel this Agreement 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, Advertiser/Agency shall receive: (i) an equivalent amount of advertising service on any other display(s) authorized hereby at the end of the term of this Agreement 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 for the unexpired term. Notwithstanding any other provisions of this Agreement, in no event shall Shopping Center be liable to Advertiser/Agency 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. 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.

9. Advertiser/Agency shall not assign, sell or otherwise transfer this Agreement without the prior express written consent of Shopping Center. This Agreement may be assigned or transferred in whole or part by Shopping Center to its affiliates and/or successors, and shall inure to the benefit of and be binding upon the successors and assigns of Shopping Center. All notices to be given under this Agreement shall be in writing and hand delivered personally or by facsimile transmission if receipt is confirmed to the party to whom notice is to be given, or addressed and sent by certified/registered mail, postage prepaid and return receipt requested.

10. Notices to Advertiser/Agency shall be delivered to the person at the address or facsimile number listed on Page 1. Notices to Shopping Center shall be delivered to Simon Management Associates II, LLC, 225 West Washington Street, Indianapolis, Indiana 46204, Facsimile: (317) 685-7377, Attention: James M. Barkley, Esq. All notices sent in accordance with this Agreement shall be effective when received if delivered by mail or facsimile or, if personally delivered, the date on which the delivery is made.

11. This instrument constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties. The relationship of the parties created by this Agreement shall be that of independent contractors. Neither party shall have the power to obligate or bind the other in any manner, and Advertiser/Agency is expressly not authorized to represent in any manner or context that Shopping Center is a guarantor of any product or service of Advertiser/Agency.

In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement. All rights and remedies provided in this Agreement shall be cumulative and shall not be exclusive of one another or of any remedies available at law or in equity.

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

V. Unmanned display/exhibit: Notwithstanding anything contained in this Agreement which may be to the contrary, the intended and permitted use under this Agreement is for an unmanned display or exhibit. Accordingly, there shall not be any Advertiser / Agency employees, contractors or other Advertiser / Agency staff at or in the Shopping Center 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

Advertiser / Agency:

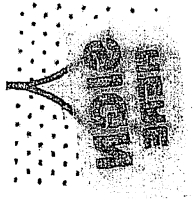
City of Doral
Advertiser / Agency acknowledges and accepts the
foregoing Agreement, subject to all of the Terms,
Conditions, and Covenants set forth above and which
may be contained on any exhibits attached hereto.

By: *[Signature]*

Title: Mall Manager

By: *[Signature]*

Title: Deputy City Manager



[Signature]
Daniel A. Espino
Weiss Serota Helfman
City Attorney