

MINORITY/WOMEN ENTREPRENEUR BUSINESS ASSISTANCE (MEBA) PROGRAM RENT ABATEMENT AGREEMENT

This Agreement is made and entered into by and between the Community Redevelopment Agency of the City of Orlando, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the “CRA”), the principal address of which is Orlando City Hall, 6th Floor, 400 S. Orange Ave., Orlando, Florida 32801, and **BUSINESS**, a Florida company/corporation (hereinafter referred to as “Grantee”), the principal address of which is _____, Orlando, Florida ____ (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes, and further implement the Downtown Orlando Community Redevelopment Plan adopted pursuant thereto, the CRA has adopted and established the Minority/women Entrepreneur Business Assistance Program (hereinafter referred to as the “Program”), which provides CRA financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the Program’s Target Area (“Target Area”) within Downtown Orlando; and

WHEREAS, the CRA has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by furthering the eradication of slum and blight by providing vibrant retail and services within the Program’s Target Area; and

WHEREAS, on _____, 2020, the CRA approved a temporary policy change to the Program that authorizes the Executive Director of the CRA to execute agreements on behalf of the CRA for a maximum amount of \$6,000 for rent subsidy only applications made pursuant to the terms of the policy change; and

WHEREAS, Grantee is eligible for rent abatement assistance pursuant to the policy change because it is an existing for-profit business that is currently leasing space at ADDRESS, which is located within the Program’s Target Area.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in section 3 hereunder, the CRA shall provide rent abatement assistance up to the amount of _____ Dollars and Cents (\$_____) (“the Funding”) per month for ___ months for a total of \$_____ in accordance with the following:

a. Grantee shall provide to the Program Manager receipts and/or other appropriate documentation that is deemed acceptable by the Executive Director of the CRA showing the rent payment made by Grantee to the landlord. The CRA shall then reimburse the Grantee an amount not to exceed the monthly base rent amount and common area maintenance (CAM) as set forth in the current lease. Grantee will provide said documentation each and every month for the next __ months beginning on _____, 2020 to receive reimbursement from the CRA.

b. The CRA reserves the right to not disburse any funds if the Grantee owes any monies or fees to the City of Orlando or the CRA. Once the Grantee is current with any and all obligations to the City of Orlando and the CRA, the CRA will disburse funds in accordance with subsection (a) above.

3. Conditions to Funding. The CRA shall not be obligated to provide the Funding enumerated in Section 2 hereof to Grantee unless Grantee meets the conditions set forth below during the term of this Agreement:

- a. Grantee shall abide by the terms of its lease and remain in such space during the term of this Agreement.
- b. Grantee shall remain open for business at ADDRESS.
- c. Grantee shall, at a minimum, be open for business at least five (5) days a week and at least eight (8) hours per day for a minimum of forty (40) hours each work week.

4. Covenants, Representations, and Acknowledgements of Grantee. Grantee hereby covenants, represents, and acknowledges the following:

- a. Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Orlando business tax receipt (formally known as an occupational license) and any other required licenses at all times. This part is not intended to preclude the City of Orlando from granting Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code.
- b. Grantee shall make timely payment of any and all taxes owed by Grantee.
- c. Grantee has not and will not apply for funding through The City of Orlando Business Assistance Program.

5. Books and Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the CRA during regular business hours.

6. Default. The occurrence of any one of following events or conditions during the term of this Agreement shall constitute a default and breach of this Agreement by Grantee, and shall entitle the CRA to enforce the terms of this Agreement, immediately cease any payments contemplated herein to Grantee, seek reimbursement of any funds already paid by the CRA to Grantee, and terminate this Agreement upon ten (10) days written notice to Grantee:

- a. Grantee's failure to comply with any of the requirements and Conditions to Funding contained herein at Section 3.
- b. Grantee's failure to maintain and operate the business, except for normal U.S. holidays, as required in Section 3(b) and (c) herein at any time during the term of this Agreement. (A temporary closure may only be permitted with prior written approval of the CRA.)
- c. Grantee's abandonment or permanent closing of the business without prior written notice to the CRA.
- d. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.
- e. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City or CRA in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.
- f. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the CRA, its agents, employees, and elected and appointed officials, including the Advisory Boards to the CRA and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from Grantee's performance under this Agreement, and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

8. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the CRA shall have the right to immediately terminate this Agreement.

9. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within the Orlando Metropolitan Area, or failure or breakdown of transmission or other facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the CRA is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period of such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

10. Agency. Grantee and CRA, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

11. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

12. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

13. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

14. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy

available to Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

15. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the CRA. Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

16. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

18. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

19. Estoppel Letter. Upon the request of Grantee or one of its lenders, the CRA hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

20. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA: Thomas Chatmon
Executive Director
Community Redevelopment Agency
Orlando City Hall

400 S. Orange Ave.
Orlando, Florida 32801

Copy to: Victoria Walker
Assistant City Attorney
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Grantee: _____

21. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the CRA.

22. Term. The term of this Agreement shall be one (1) year, commencing on the Effective Date, unless this Agreement is terminated earlier.

23. Effective Date. This Effective Date of this Agreement shall be the date upon which all parties have fully executed the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

[Signatures are on the following pages]

BUSINESS

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing MEBA Program Agreement is acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of ____, 2020, by _____, who is the _____ for BUSINESS, and the Grantee. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
Commission Expires _____

For the Community Redevelopment Agency

Buddy Dyer, Chairman

Date

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director, CRA

Approved as to form and legality for the use and reliance of the CRA only:

Assistant City Attorney