

Condensed Title:

A Resolution approving a parking agreement lease with the NMMA (National Marine Manufacturers' Association) Boat Show for the Preferred Parking Lot and Related Space; Additional Storage Space; and Services to be provided by the City's Parking Department, for specific dates in February 2009 and 2010, said lease running concurrently with the Boat Show lease with the Miami Beach Convention Center.

Key Intended Outcome Supported:

Improve Parking Availability; Maintain Financial Health and Overall Bond Rating.
Supporting Data (Surveys, Environmental Scan, etc.): 74% of residents and 72% of businesses rate the availability of parking across the City as too little or much too little. Availability of parking was one of the changes residents identified to Make Miami Beach better to live, work or play.

Issue:

Whether to approve a parking agreement lease with NMMA Boat Show for the Preferred Parking Lot and related services for specific dates in February 2009 and 2010?

Item Summary/Recommendation:

The City has maintained a lease for parking with NMMA (National Marine Manufacturers Association) for the NMMA Miami International Boat Show, for the rental of the Preferred Parking Lot and related public areas as extended exhibit space since 1993. The lease expired after the 2008 Boat Show. It is desirous that the Parking Lease Agreement be extended and that it run concurrent with the NMMA lease of the Miami Beach Convention Center, which is to expire in 2010. A new two year agreement has been negotiated. Primary changes are with rent and the supplemental shuttle bus run by the City. All other terms remain consistent with the previous agreements.

Rents are being increased an average of 30.5 % over each of the two years. Rents will increase from \$72,990 in 2008 to \$95,622 and \$112,235 in 2009 and 2010, respectively. The subsidy that NMMA has provided for the City run shuttle bus is being discontinued in 2009 and 2010. The NMMA subsidy in 2008 was \$12,500 and represented 50% of the cost. The City shuttle bus is an enhancement to the regular shuttle service provided by NMMA at their sole expense and has been intended to link our parking facilities and hotels.

The City shuttle usage is low and in light of the negotiated subsidy elimination the City will adjust the routes to both reduce the cost to the City and to improve the shuttle headways. The City still believes that the shuttle is a useful service to provide and will be able to assess after 2009 if the ridership and costs justify the ongoing provision of the service.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
OBPI			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances, Parking Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2008\November5\NMMA2009.sum.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: December 10, 2008

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A PARKING AGREEMENT LEASE WITH THE NMMA (NATIONAL MARINE MANUFACTURERS' ASSOCIATION) BOAT SHOW FOR THE PREFERRED PARKING LOT AND RELATED SPACE; ADDITIONAL STORAGE SPACE; AND SERVICES TO BE PROVIDED BY THE CITY'S PARKING DEPARTMENT, FOR SPECIFIC DATES IN FEBRUARY 2009 AND 2010, SAID LEASE RUNNING CONCURRENTLY WITH THE BOAT SHOW LEASE WITH MIAMI BEACH CONVENTION CENTER.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On April 16, 1993, the City of Miami Beach entered into a Lease Agreement with NMMA (National Marine Manufacturers Association) for specific days in February 1994, 1995, 1996, 1997 and 1998 for the NMMA Miami International Boat Show, for the rental of the Preferred Parking Lot and related public areas as extended exhibit space. The Mayor and Commission approved a three (3) year agreement in 1998 for specific days in February 1999, 2000, and 2001. Subsequently, the Mayor and Commission approved a three (3) year agreement in 2001 for specific days in February 2002, 2003, and 2004. Most recently, the Mayor and Commission approved a five year agreement in 2004 for specific dates in February in 2004, 2005, 2006, 2007, and 2008. It is desirable that the Parking Lease Agreement run concurrent with the NMMA lease of the Miami Beach Convention Center.

The NMMA Miami International Boat Show has a Lease Agreement with the Miami Beach Convention Center for specific dates in February 2005 through 2010. A two year parking lease agreement would expire concurrently with the MBCC lease agreement and would therefore allow for concurrent renewals, if approved. The NMMA desires to continue the rental of the Preferred Parking Lot for exhibit space and other areas for ancillary uses. The attached lease embodies the proposed Lease Agreement for the parking lot and related areas.

ANALYSIS:

The following are the previous and revised terms as negotiated with NMMA and outlined in the attached agreement. All other terms remain consistent unless otherwise noted:

Rental Fees:

Existing Contract Language:

The rental rate for the Premises shall be \$72,990, including applicable sales tax, per year, in 2005; 2006; 2007; and 2008 respectively. Lessee also agrees to pay one-half of the cost of the City's park and ride shuttle operations. This subsidy is not to exceed \$12,500 for each Boat Show provided in the term herein. Additionally, Lessee agrees to be solely responsible during the term herein for the payments of any and all taxes and/or assessments, particularly real estate taxes, which may be levied against the Premises as a result of Lessee's actions and operations thereon. Rental rate shall be adjusted annually based on the annual Consumer Price Index (CPI), or 3%, whichever is higher. Rent shall be paid to the City of Miami Beach Parking Department, 1130 Washington Avenue, Suite 100, Miami Beach, FL 33139, as follows: Fifty Percent (50%) of total rental fee and applicable sales tax and any other taxes which may become due, by February 1 of each successive year; and remaining balance within fifteen (15) days of the last show date each year.

Proposed Contract Language:

The rental rate for the Premises shall be \$95,622.50 in 2009 and \$112,235 in 2010, including applicable sales tax, per year. Additionally, Lessee agrees to be solely responsible during the term herein for the payments of any and all taxes and/or assessments, particularly real estate taxes, which may be levied against the Premises as a result of Lessee's actions and operations thereon. Rental rate shall be adjusted annually based on the annual Consumer Price Index (CPI), or 3%, whichever is higher. Rent shall be paid to the City of Miami Beach Parking Department, 309-23rd Street, Suite 200, Miami Beach, FL 33139, as follows: Fifty Percent (50%) of total rental fee and applicable sales tax and any other taxes which may become due, by February 1 of each successive year; and remaining balance within fifteen (15) days of the last show date each year. Fees are assessed on actual show dates. Any all fees for the move-in and move-out dates are included in the show date fees. The following is an itemized listing of the rental fees per year:

- a) Preferred Parking Lot (886 parking spaces):
886 parking spaces X \$18.75 in 2009 and \$22.50 in 2010 (\$15.00 X 1.25 in 2009 and 1.5 in 2010 parking space turnover ratio) X five (5) days (2/12-16): 2009: \$ 83,062.50 2010: \$99,675.00

- b) Municipal Surface Parking Lot No. 5H (26 parking spaces):
26 parking spaces X \$10.00 (parking meter daily rental fee) X 31 days: 2009: \$ 8,060.00 2010: \$ 8,060.00

c)	<u>Meridian Avenue Metered Parking Spaces (18 parking spaces):</u> 18 on-street parking spaces X \$10.00 (parking meter daily rental fee) X 9 days:	2009: \$ 1,620.00	2010: \$ 1,620.00
d)	<u>18th Street Additional Storage Area (18 parking spaces):</u> 18 parking spaces X \$10.00 (parking meter daily rental fee) X 16 days:	2009: \$ 2,880.00	2010: \$ 2,880.00
Grand Total:		2009: \$ 95,622.50	2010: \$112,235.00

Over the years, NMMA has had excellent results by way of high ridership on their shuttle which services their venues. NMMA fully funds their own shuttle which services the Miami Beach Convention Center and other NMMA Boat Show venues on the mainland. NMMA will continue to fully fund and provide their shuttle service.

In addition to the NMMA shuttle, the City's Parking Department has traditionally provided a park-and-ride shuttle servicing various beachfront parking lots; hotels along Collins Avenue between 21st Street and 41st Streets (shuttle route); and the 42nd Street Garage. The shuttle has operated on all show dates; however, the 42nd Street Garage was serviced on Saturday, Sunday, and Monday/holiday only. The total cost of the shuttle last year was almost \$24,500 and was funded equally between NMMA (their subsidy was a not to exceed amount of \$12,500) and the City. Historically, the City's park-and-ride shuttle has had very low ridership; however, in order to provide a higher level of service as well as multiple parking options, the City (with NMMA's subsidy) has continued to provide the shuttle service.

In light of the following factors, the shuttle service will be revised to a more efficient route and satellite parking facility which will in turn improve headways and reduce costs:

- Expectations of reduced show attendance of both exhibitors and the public; and
- Increasing shuttle costs and historically low ridership which over the last four years averages a cost of \$7.21 per rider.

The City will continue to provide a park and ride shuttle services; however, it will be a more efficient route as it will service the 42nd Street Garage and the Collins Avenue hotels (on the shuttle route) on Saturday, Sunday, and Monday (holiday weekend) only. NMMA will no longer provide a subsidy for this park and ride shuttle.

Please note that NMMA will continue to provide its full shuttle services on all show dates and to all of its show locations and the MDT South Beach Local (SBL) will continue to operate and support park and ride options from municipal lots and garages along Collins Avenue south of 17th Street.

Schedule of Use:

The "Schedule of Use" has been revised to be consistent with the Move-In Dates, Show Dates, and Move-Out Dates schedules at the Miami Beach Convention Center for years 2009 and 2010.

Notices:

All contact information has been revised with current information. It is important to note that language shall remain in the agreement to provide for future development and/or proposed improvements to the Preferred Parking Lot, if and when it is deemed appropriate.

CONCLUSION:

The Lease Agreement proposed for the 2009 and 2010 Boat Shows command a rental rate for all parking related areas and services in the amount of \$95,622.50 in 2009 and \$112,235 in 2010 per year, this equates to an average annual increase of 30.5% over the prior year's rate (\$79,508). This excludes NMMA's shuttle subsidy of \$12,250. The proposed lease represents a consensus document, and is in the best interest of the City of Miami Beach. The Administration recommends approval of the Resolution and the Lease Agreement.

JMG/RCM/SF
T:\AGENDA\2008\Dec10\consent\NMMA2009.cme.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARKING LEASE AGREEMENT WITH THE NATIONAL MARINE MANUFACTURERS ASSOCIATION (NMMA) BOAT SHOW FOR THE PREFERRED PARKING LOT AND OTHER CITY PROPERTY ADJACENT TO THE BOAT SHOW EXHIBITION SPACE/PREMISES; SAID LEASE FOR THE BOAT SHOW DATES IN FEBRUARY 2009 AND 2010, RESPECTIVELY, AND RUNNING CONCURRENTLY WITH THE BOAT SHOW LEASE AGREEMENT FOR USE OF THE MIAMI BEACH CONVENTION CENTER.

WHEREAS, the National Marine Manufacturers Association (NMMA) Boat Show entered into a Lease Agreement with the City for use of space in the Miami Beach Convention Center (MBCC) for specific dates in February 2009 and 2010, for the Miami International Boat Show (Boat Show); and

WHEREAS, the Boat Show, through a separate lease with the City, has also the Preferred Parking Lot, located at 1800 Convention Center Drive, to extend its exhibit space from the interior of the MBCC; Municipal Surface Parking Lot No. 5H (at 19th Street and Meridian), for exhibitor storage; metered parking spaces on the east side of Meridian Avenue (between 18th and 19th Streets) as a bus drop-off and/or pick-up ramp; and metered spaces (on south side of 18th Street, east of Convention Center Drive) for additional storage (collectively, hereinafter referred as the Premises); and

WHEREAS, the Boat Show has leased the Premises for the past fifteen (15) years; and

WHEREAS, the Administration has negotiated the attached new Parking Lease Agreement with NMMA, for the Boat Show dates in February 2009 and 2010, respectively; and

WHEREAS, said Agreement is to run concurrently with the Boat Show Lease Agreement for use of the Miami Beach Convention Center; and

WHEREAS, the attached Lease Agreement increases the net return to the City (over the previous lease agreement).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission, hereby approve and authorize the Mayor and City Clerk to execute the attached Parking Lease Agreement with the National Marine Manufacturers Association (NMMA) Boat Show for the Preferred Parking Lot, and other City property adjacent to the Boat Show exhibition space/premises; said Lease for the Boat Show dates in February 2009 and 2010, respectively, and running concurrently with the Boat Show Lease Agreement for use of the Miami Beach Convention Center.

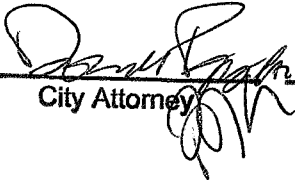
PASSED AND ADOPTED this _____ day of _____, 2008

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney Date

JMG/RCM/SF
F:\PING\\$\ALL\SAUL\NMMA2009.RES.doc

**MIAMI BEACH CONVENTION CENTER AREA PARKING LEASE AGREEMENT
FOR THE NATIONAL MARINE MANUFACTURERS ASSOCIATION BOAT SHOW**

This Lease Agreement made this ____ day of _____, 2008, by and between the **CITY OF MIAMI BEACH**, a Florida Municipal Corporation (City or Lessor), whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139, and **NATIONAL MARINE MANUFACTURERS ASSOCIATION** (Lessee), whose address is 9050 Pines Boulevard, Suite 305, Pembroke Pines, Florida 33024.

WITNESSETH:

WHEREAS, the Lessee has entered into an Agreement with the City of Miami Beach, dated January 12, 2004, for lease space in the Miami Beach Convention Center (MBCC), from January 26, 2009, through February 25, 2009, and January 25, 2010, through February 24, 2010, for the Miami International Boat Show (Main Lease), subject to the right of cancellation by Lessor at any time after completion of the 2010 Boat Show; and

WHEREAS, Lessee wishes to lease the Preferred Parking Lot, located between Convention Center Drive and Meridian Avenue, and 18th and 19th Streets, for the purpose of exhibitor space, as well as other City property adjacent to the Boat Show and the Main Lease, for other related uses, as set forth herein; and

WHEREAS, it is the intent of both parties that this Lease Agreement shall serve as an exhibit to the Main Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein exchanged, the parties agree as follows:

1) **Premises**. Lessee shall have the right to use the following City property as exhibit space; shuttle passenger loading zones, and additional storage, as referred

below in subsections (a) (b), (c), and (d), respectively (hereinafter, collectively referred to as the Premises):

- a) Preferred Parking Lot (886 parking spaces): Located between Convention Center Drive and Meridian Avenue, and 18th Street and 19th Streets. This area shall be used for the purpose of exhibitor space.
- b) Municipal Surface Parking Lot No. 5H (26 parking spaces): Located at 19th Street and Meridian Avenue. This area shall be used for the purpose of storage material related to exhibitor space.
- c) Metered Parking Spaces (18 parking spaces): All on-street metered parking spaces on the east side of Meridian Avenue, between 18th Street and 19th Streets. This area shall be used only as a bus drop-off and /or pick-up ramp.
- d) Additional Storage Area (18 parking spaces): Metered spaces on the south side of 18th Street, east of Convention Center Drive, for use as additional storage.

Lessee shall be solely responsible for obtaining and paying for any and all permits and licenses necessary for its use of and operations on the Premises, (as set forth above and in Exhibit I herein).

2) **Term.** The term of this Agreement shall run concurrent with the term of the Main Lease. Notwithstanding any provision in this Agreement, in the event that the Main Lease is terminated, canceled, or expires, then this Lease Agreement shall also automatically terminate, concurrent with the termination of the Main Lease, and shall be of no further force and effect.

3) **Schedule of Use.** Pursuant to the Term provided in Paragraph 2 above, Lessee shall use the Premises only on the schedule dates set forth as follows:

- (a) 2009 Boat Show

January 26 - February 11	Move-in
February 12 - February 16	Show Days

February 17 – February 25 Move-out

(b) 2010 Boat Show

January 25 - February 10 Move-in
February 11 - February 15 Show Days
February 16 – February 24 Move-out

4) Use. Lessee shall use the Premises solely for the NMMA - Miami International Boat Show (Boat Show), and, more specifically, for only those uses as set forth in Paragraph 1. Lessee shall have the right to install fencing at the perimeter of the Premises, subject to its compliance with all City and Miami-Dade County permitting requirements. Lessee shall also have the right to install tents and other equipment necessary to operate the Boat Show, subject to its compliance with all City and Miami-Dade County permitting requirements. All installations and improvements shall be further subject to the current and applicable building codes and shall also comply with all applicable City, County, State and Federal Laws. Lessor agrees to provide, and Lessee hereby accepts, the Premises in their “as is” condition, and Lessee agrees to return said Premises, including restoring all asphalt and other surfaces affected by its operations, to their condition prior to the move in of the Boat Show, for each Boat Show provided in the Term herein.

5) Rental. The rental rate for the Premises shall be \$95,622.50 in 2009 and \$112,235 in 2010, including applicable sales tax, per year. Additionally, Lessee agrees to be solely responsible during the Term herein for the payments of any and all taxes and/or assessments, including, without limitation real estate taxes, which may be levied against the Premises as a result of Lessee’s actions and operations thereon. Rental rate shall be adjusted annually based on the annual Consumer Price Index (CPI), or

3%, whichever is higher. Rent shall be paid to the City of Miami Beach Parking Department, 309-23rd Street, Suite 200, Miami Beach, FL, 33139, as follows: Fifty Percent (50%) of total rental fee and applicable sales tax and any other taxes which may become due, by February 1 of each rental period; and remaining balance within fifteen (15) days of the last show date each year. Fees are assessed on actual Show dates. Any all fees for the move-in and move-out dates are included in the Show date fees. The following is an itemized listing of the rental fees per year:

- a) Preferred Parking Lot (886 parking spaces):
 886 parking spaces X \$18.75 in 2009 and \$22.50 in 2010 (\$15.00 X 1.25 in 2009 and 1.50 in 2010 parking space turnover ratio) X five (5) days: 2009: \$83,062.50 2010: \$99,675.00

- b) Municipal Surface Parking Lot No. 5H (26 parking spaces):
 26 parking spaces X \$10.00 (parking meter daily rental fee) X 31 days: 2009: \$8,060.00 2010: \$ 8,060.00

- c) Metered Parking Spaces (18 parking spaces):
 18 on-street parking spaces X \$10.00 (parking meter daily rental fee) X 9 days: 2009: \$1,620.00 2010 \$ 1,620.00

- d) Additional Storage Area (18 parking spaces):
 18 parking spaces X \$10.00 (parking meter daily rental fee) X 16 days: 2009: \$2880.00 2010: \$ 2,880.00
Grand Total: 2009: \$95,622.50 2010: \$112,235.00

6) Protection Clause. The City of Miami Beach agrees that for the Term of this Agreement, it will not lease any other City-owned facilities to third parties for any boat show selling new boats, for thirty (30) days immediately prior to, and the thirty (30) days after the Boat Show dates (described herein in Section 3). The foregoing restriction shall not preclude the Lessor from leasing or issuing a revocable permit during the Boat Show dates for any City-owned property, including, without limitation, the City-owned out lots in the area of Collins Avenue, from 49th Street to 43rd Street,

and along the Indian Creek Waterway, for a boat show selling used yachts, boats and vessels.

7) **Responsibility for Clean-Up of Public Areas.** Lessee shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Premises. It shall be the sole responsibility of the Lessee to maintain the cleanliness of the Premises on a daily basis. The Lessee shall be responsible for the removal of trash, rubbish and garbage and, if required by the Lessor, Lessee shall provide at its own expense, trash receptacles throughout the Premises, in an amount sufficient to maintain the cleanliness of the area. Lessee shall instruct and monitor its employees to assure that trash, rubbish and garbage is immediately picked up on the Premises. To assure that Lessee complies with this provision, Lessee shall make all areas under the Premises available for examination at any time by the City Manager or his authorized designee. The Lessee shall also be responsible for final clean-up of Premises, and shall return same to Lessor in the same condition as existing prior to the Boat Show provided in the Term herein.

8) **Services to be Provided by the City's Parking Department.** It shall be the responsibility of the City's Parking Department to remove all signs, as needed, to accommodate the Boat Show; remove all parking meters on Convention Center Drive, as needed, to accommodate the Boat Show; and to bag all parking meters, as described in Section 1, to accommodate the Boat Show.

9) **Lessor's Proposed Improvements.** Lessee acknowledges that the City is developing and implementing a series of capital improvements on, or within the vicinity of, the Premises, including, without limitation, the construction of a multi-story

parking garage, which may entail closure of all, or a portion of, the Premises, which closure shall be determined, as necessary, at Lessor's sole discretion and judgment. In the event that Lessor closes all, or a portion, of the Premises due to the aforesaid capital improvements, including, without limitation, construction of the aforesaid parking garage, then Lessor shall provide Lessee with one (1) year prior written notice of same, and the parties' agree that this Lease, and the parties' respective obligations hereunder, shall be terminated without liability to either party. Accordingly, Lessee acknowledges and agrees that it shall not have any claim, demand or cause of action of whatever kind or nature, against the City, its agents, servant, and employees including, without limitation, claims for interference in business or damages for interruption of the operation of the Boat Show.

10) **Indemnification.** Lessee shall indemnify, defend and save the Lessor harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any persons, firm or corporation, for personal injury, property damage, or other occurring upon the Premises occasioned in whole or in part by any of the following:

- a. an act of omission on the part of Lessee or any employee, agent, invitee, guest, assignee or subcontractor of Lessee;
- b. any misuse, neglect, or unlawful use of the Premises by Lessee or any employee, agent, guest, invitee, assignee or subcontractor of Lessee; and/or
- c. any breach, violation, or nonperformance of any undertaking by Lessee under this Agreement.

Lessee agrees to pay and shall pay for all damage to the Premises caused by Lessee or any employee, agent, guest or invitee, assigned or subcontractor of Lessee.

11) **Insurance.** Lessee shall not commence this Agreement, nor take

possession of the Premises, until all insurance required under this section has been obtained and such insurance has been approved by Lessor's Risk Manager. Lessee shall maintain and carry in full force during the Term of this Agreement the following insurance:

1. General Liability in the amount of \$1,000,000.00. A certified copy of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.
2. Workers' Compensation & Employers Liability as required pursuant to Florida StatuteS. A certified copy of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.
3. Automobile Insurance in the amount of \$1,000,000.00. A certified copy of Lessee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY of MIAMI BEACH, FLORIDA must be listed as an Additional Insured.

Thirty (30) days written notice of cancellation or substantial modification in the insurance coverage must be given to Lessor's Risk Manager by Lessee and its insurance company. The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by Lessor's Risk Manager. Original certificates of insurance for the above coverage must be submitted to the Lessor's Risk Manager for approval prior to commencement of the Term herein. These certificates will be kept on file in the Office of the Risk Manager, 3rd Floor, City Hall. All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its

equivalent, subject to the approval of the CITY's Risk Manager. Compliance with the foregoing requirements shall not relieve Lessee of the liabilities and obligations under this section, or under any other portion of this Agreement, and Lessor shall have the right to obtain from Lessee specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

12) **Default and Termination.** The following actions (a) through (d) shall constitute an event of default by Lessee:

- a. If Lessee abandons or vacates the Premises prior to the expiration of the Term hereof;
- b. If Lessee fails to timely pay any of the rental amounts, as set forth in this Agreement;
- c. If Lessee fails to discharge or bond off any lien filed on the Premises, within three (3) days of written notice from Lessors to Lessee; or
- d. If Lessee fails to perform in accordance with any of the other terms and conditions herein contained.

In the event of default by Lessee, and such default is not cured within two (2) days after written notice to Lessee, the Lessor may terminate this Agreement without further notice to Lessee. Lessee shall immediately surrender possession of the Premises, as well as, removing any personal property and equipment from same. Any personal property and equipment not so removed shall be removed and stored by the Lessor at the expense of Lessee. Additionally, in the event of a termination hereunder, the Lessor may also pursue any and all legal remedies available to seek redress for such default.

13) **Bankruptcy and Insolvency.** If Lessee is adjudicated bankrupt or makes an assignment for the benefits of creditors, the Lessor shall have the right to

immediately terminate this Agreement and re-enter the Premises without notice or demand.

14) **Sublease and Assignment.** Lessee shall not sublease the Premises or any part thereof, nor assign this Agreement, without obtaining Lessor's prior written approval, which approval may be given, if at all, at the Lessor's sole and absolute discretion.

15) **Rights of the City.** The City reserves the right to use any of the parking lots incorporated herein, if the City determines the need to do so. The exercise of such rights shall be noticed in writing to the Lessee ninety (90) days prior to the move-in date for each Boat Show.

16) **Notices.** All notices shall be sent to the parties at the following addresses:

Lessor: City of Miami Beach
Parking Department
Attn: Saul Frances, Director
309-23rd Street, Suite 200
Miami Beach, FL 33139

Lessee: NMMA Boat Shows
Attn: Cathy Rick-Joule
Southern Regional Manager
9050 Pines Boulevard, Suite 305
Pembroke Pines, FL 33024

Lessee and Lessor may change such address at any time upon giving the other party written notification. All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return receipt requested. Lessee may

designate additional persons for notification of default.

17) **Waiver.** No waiver by Lessor any time of any of the terms or conditions of this Agreement shall be deemed at any time thereafter a waiver of the same or any other term or conditions hereof.

18) **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable for the fullest extent permitted by law.

19) **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Dade County, Florida. By entering into this Agreement, Lessee and Lessor expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of, this Agreement.

20) **Limitation of Liability.** Lessor desires to enter into this Agreement only if in doing so the Lessor can place a limit on the Lessor's liability for cause of action for money damages due to an alleged breach by the Lessor of this Agreement, so that the liability for any such breach never exceeds the sum of \$10,000. Lessee hereby expresses its willingness to enter into this Agreement with Lessee's recovery from the

Lessor for any damage action for breach of contract to be limited to a maximum amount of \$10,000. Accordingly, and notwithstanding any other term or condition of this Agreement, Lessee hereby agrees that the Lessor shall not be liable to Lessee for damages in an amount in excess of \$10,000, for any action of claim for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the Lessor by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the Lessor liability as set forth in Florida Statutes, Section 768.28.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

ATTEST:

Robert Parcher, City Clerk

LESSOR/CITY OF MIAMI BEACH

Matti H. Bower, Mayor


ATTEST:

Secretary

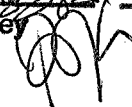
**LESSEE/NATIONAL MARINE
MANUFACTURERS ASSOCIATION**

President

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

12/03/08