

**LEASE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK
AND
TT OF SAMPLE INC.**

This Lease ("Lease"), is made and entered into this ____ day of _____, 2026 by and between TT of Sample, Inc., a Florida corporation (hereinafter called "Lessee"), whose address is 5501 West Sample Road, Coconut Creek, Florida 33073 and THE CITY OF COCONUT CREEK, a Florida municipality hereinafter called the "City", whose address is 4800 West Copans Road, Coconut Creek, Florida 33063.

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the use of the Property by Lessee, subject to the terms and conditions contained herein as follows:

1. **Property:** Lessee wishes to utilize, and City does hereby lease unto Lessee, an approximately 0.93 acre area of City Property for use as a temporary parking facility in accordance with the terms and conditions contained herein and as shown on Exhibit "A" attached hereto and made a part hereof (the "Leased Area"), generally located approximately south of NW 40 Street between Banks Road and NW 54th Avenue.
2. **Term:** **The** term of this Lease shall run from the date of execution for an initial period of three (3) months.
3. **Lease Extension Beyond the Term:**
 - a. **Single Extension:** In the event this Lease is scheduled to terminate, this lease may be extended for one (1) three (3) month period (the Extension Term), at the sole discretion of the City Manager or designee upon the same terms and conditions as the initial term. If the City Manager or designee does not authorize the Extension Term, they shall notify Lessee as provided

in the Notice section (Paragraph 31. "Notice") of this Lease, providing thirty (30) days' notice to Lessee to Vacate and Restore the Leased Area as required in Paragraph 5. "Vacation and Restoration."

- b. Holdover: Upon the expiration or termination of the initial term which was not extended, or the expiration of the Extension Term, any occupancy of the Leased Area shall be on a month-to-month basis and Lessee shall be considered a "Holdover Lessee" and shall pay to City double the amount of rent referenced in Paragraph 4. "Rent," every month that Lessee is a Holdover Lessee.
4. Rent: Lessee shall pay to the City, as rent for this temporary lease, the sum of Eighteen Thousand Two Hundred Dollars and No/100 (\$18,200.00) per month, subject to applicable sales tax, for the duration of the lease or any portion thereof and for any thirty (30) day Extension Term. Such rent shall be paid in full, monthly, beginning on the date of execution of this Lease and on that day every month thereafter and is nonrefundable. If any monies remain unpaid for ten (10) days after the same become due and payable, the Lessee shall be obligated to pay a late charge equal to eighteen percent (18%) per annum of the payment(s) overdue computed on a per diem basis from the original due date until payment is received by the City.
5. Taxes: Lessee shall pay, as applicable, any and all applicable sales tax, and if assessed, a pro-rata (per month for the area leased) share of any special assessments or other charges against the Leased Area. City shall be responsible for annual property taxes.
6. Termination: Either party may terminate this Lease at any time by providing the other party thirty (30) calendar days' advance written notice of such intent to terminate the Lease.
7. Default: City may terminate this lease for cause and/or may seek damages, specific performance, injunctive relief, or any other remedy available at law or in equity, if Lessee breaches this Lease and if Lessee (a) fails to correct the breach within fifteen (15) days after written notice from City identifying the breach, or, (b) in the event breach is not correctable within fifteen (15) days, fails to commence

correcting or diligently pursuing correction of the breach within fifteen (15) days after written notice from City identifying the breach. For purposes of this Paragraph, "cause" shall include, but not be limited to, failure to pay; Lessee's inappropriate utilization of the Lease Area; failure to vacate the Leased Area during a declaration of emergency applicable to the City of Coconut Creek; or failure to vacate the Leased Area for a City designated "Vacancy Period".

8. Surrender Upon Termination: Upon termination of this Lease under any provision of this Agreement, Lessee agrees that Lessee will peaceably surrender and deliver the Leased Area to City, its agents, or assigns. Lessee further agrees that it will leave the Leased Area in the condition existing as of the Effective Date of this Lease, subject to reasonable wear and tear during the term of this Lease, and that a representative of the City shall be allowed to inspect the Leased Area to determine if the Leased Area is in such condition. Should the City agree to allow any City-authorized improvements to the Leased Area completed by Lessee to remain after the termination of this Lease, such Improvements shall become the property of the City. In the event that Lessee fails to vacate after Lease is expired or terminated, then Lessee will be a Holdover Lessee subject to the monthly rent requirement established in Paragraph 3.b. "Holdover."
9. Use and Purpose: The Lessee shall use the Leased Area for a temporary parking facility for the storage of vehicles and employee parking and for no other purposes. The Lessee shall not commit or suffer to be committed any waste on the Leased Area; nor commit, suffer, or allow any environmental violation on the Leased Area, or any damage or contamination to the Leased Area, including but not limited to spillage, dumping, or seepage of any other contamination or hazardous materials whatsoever; or cause or allow any activities to occur which might give rise to any environmental related liabilities. For purposes hereunder, "hazardous materials" means any substance (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy; (ii) which is defined as "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, or ordinance and regulations promulgated thereunder; (iii) which is toxic, explosive, corrosive, infectious or

otherwise hazardous or is regulated by any federal, state, or local governmental authority; (iv) the presence of which on the Leased Area or adjacent property could constitute a nuisance on the Leased Area; or (v) which contains petroleum products, polychlorinated biphenyls (PCBs), petroleum and petroleum byproducts, asbestos or urea formaldehyde.

10. Improvements: Lessee may make structural alterations or improvements, limited to fencing, striping, or gating, to facilitate Lessee's use of the Leased Area with City's written consent which shall not be unreasonably withheld or delayed. Any improvements shall be made by Lessee at Lessee's sole expense. Lessee acknowledges that for any proposed improvements, including new fencing or gating, a site plan and permit(s) may be required from the City and shall be in accordance with applicable City Codes.
11. Leased Area Restrictions: The Leased area may be utilized by Lessee for parking of vehicles subject to the following conditions:
 - a. At all times during the term, or any Extension Term, of this Lease, the Lessee shall, at its own expense, keep and maintain the Leased Area in good order and repair, reasonable wear and tear excepted. This shall include, but not be limited to maintaining any improvements, modifications, or additions made to the Leased Area pursuant to the terms of this Lease.
 - b. All parking shall be restricted to vehicle storage and employee parking with no access by the public.
 - c. There shall be no new or used vehicle display.
 - d. The total number of vehicles shall not exceed two hundred sixty-five (265) at any one time.
 - e. Ingress and egress shall be controlled with a fence and gate which shall be preapproved and permitted by the City.
 - f. There shall be no on-site advertising.
 - g. The Leased Area and all landscaping therein shall be maintained by Lessee in a safe and reasonable condition.
 - h. The Leased Area shall be maintained by Lessee free of litter, and landscape debris.

- i. Lessee may not sublet all or any portion of the Leased Area for any portion of the Term or an Extended Term of this Lease.
- j. City shall not be responsible for any theft vandalism, or property damage to vehicles stored on the premises.

12. Vacation in the event of City Function or Activity: The City retains the right to exclusive use of the Property for two (2) separate one (1) day periods over any given twelve (12) month period (each day a "Vacancy Period"), at any time during Lessee's occupancy of the Leased Area, subject to providing no less than thirty (30) calendar days' advance written notice of its intention to utilize the Property for City's Exclusive Use. Upon receipt of notice of a required Vacancy Period, Lessee shall remove all vehicles and open any restricted access points no later than 10 p.m. the night before the designated Vacancy Period.

13. Maintenance. Lessee shall maintain the Leased Area in the same or better condition in which it is initially provided throughout the duration of the Lease and shall keep any improvements, landscaping, fencing, and paving within the Leased Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. This shall include routine gardening, cutting, mulching, pruning, and similar maintenance of all landscaping materials and routine and non-routine maintenance of parking areas, irrigation systems if present, and swale areas within the Leased Area (including cleaning, painting, striping, paving, and repairs), at Lessee's expense. Any repairs and replacement of materials or paving due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents shall be at Lessee's sole expense. Lessee shall promptly replace all defective or unsightly materials, as well as any materials that the City Manager or designee determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any City property or City operations. All replacements must be approved in writing in advance by the City Manager or designee. In the event that Lessee does not perform any such maintenance obligations and such maintenance obligations remain unperformed fifteen (15) days following receipt of written notice from the City, then in such event the City shall have the right, but not

the obligation, to perform such maintenance at the cost and expense of the Lessee. In the event that the City performs any such maintenance, the Lessee shall pay to the City all costs and expenses incurred by the City, as evidenced by paid invoices setting forth such amounts together with interest thereon equal to eighteen percent (18%) per annum within thirty (30) days following the Lessee's receipt from the City of the written demand thereof.

14. Damage to Premises. Lessee agrees that any improvements to the Leased Area shall be at the risk of Lessee. Lessee is responsible for repair of any damage to the Leased Area, or any other City property damaged in utilizing the Leased Area. Lessee shall give the City prompt written notice of any damages to, or defects in, the Leased Area, including pavement, fencing, gates, or any Lessee improvements.
15. Vacation in the event of Emergency/Hurricane or Disaster: The Leased Area is part of the City's emergency response and debris handling strategy. It is hereby made a part of this Lease that before, during, and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek will require an **emergency vacation of the Leased Area**. It is vital and imperative that City residents are protected from any emergency situation that threatens public safety and health, as determined by the City Manager or designee. Lessee agrees to remove all vehicles from the Leased Area, ensuring the Leased Area is vacant, within twenty-four (24) hours of a declaration of emergency applicable to the City of Coconut Creek. Lessee must furnish City manager or designee a twenty-four (24) hour telephone number in the event of such an emergency.
16. Compliance With Laws: Lessee shall at all times observe all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations.
17. Liens: The Lessee shall keep the Leased Area (and all portions thereof) at all times free of construction and/or mechanics' liens, and all other liens for labor, services, supplies, equipment, or materials purchased or procured, directly or indirectly, by or on behalf of or at the direction of the Lessee. Lessee agrees that it will promptly pay and satisfy all such liens of contractors, subcontractors,

mechanics, laborers, materialmen, and others of like character and will indemnify the City against all liabilities, expenses, costs, and charges, including, without limitation, bond payments for release of liens and attorneys' fees and costs (at all trial and appellate levels) incurred in and about the defense of any suit in discharging the Leased Area (or any portion thereof) from any construction or mechanic's liens, judgments, or encumbrances caused by or at the direction of any of the Lessee's , materialmen, contractors, subcontractors, suppliers, mechanics, and laborers, or resulting from the acts or omissions of the Lessee. In the event any such construction or mechanics' liens shall be made or filed, Lessee shall bond against or discharge same within ten (10) days after the filing of same. Lessee shall have no authority to create any liens for labor or material on the Leased Area (or any portion thereof), and all persons contracting with the Lessee for the performance of any services, supply of any materials, or provision of any labor for any work done in, on, or around the Leased Area (or any portion thereof), and all materialmen, contractors, subcontractors, suppliers, mechanics, and laborers are hereby charged with notice that they must look solely to the Lessee to secure payment of any bill for work done or material furnished at the request or instruction of any of the Lessee. Additionally, in no event shall the Lessee file any notice of commencement against the Leased Area (or any portion thereof) without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed. The terms of this Paragraph shall survive termination or expiration of this Agreement.

18. Insurance: Lessee must assume full responsibility and expense to obtain all necessary insurance as required by the City. The Lessee must not commence work or occupy the Leased Area under this lease until they have obtained all insurance required under this Paragraph and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each

insured against whom claims are made or suit is brought, but the inclusion of more than one insured must not operate to increase the insurer's limit of liability. All insurance policies herein required of the Lessee must be written by a company with an A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and must be executed by agents thereof that are duly licensed as agents in Florida. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this Lease, Lessee and any contractors and/or anyone directly or indirectly employed by them must maintain in force, at all times, insurance as follows:

a. Workers' Compensation

Lessee must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The Lessee's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Lessee will be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Lessee purchase a bond to cover the full amount of the deductible or self-insured retention.

b. General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

c. Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance must be written in an "occurrence" based format.

19. Indemnification: Lessee, its successors and assigns, must indemnify and hold harmless the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Lessee or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Lessee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Lessee or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

20. Waiver of Landlord's Lien: City hereby waives any statutory liens and any rights of distress with respect to the personal property (trade fixtures, equipment and inventory) of Lessee from time to time located within the Leased Area ("Lessee's Property"). This Lease Agreement does not grant a contractual lien or any other security interest to City or in favor of City with respect to Lessee's Property. City further agrees to execute and deliver such instruments reasonably requested by Lessee's lenders from time to time to evidence or effect the aforesaid waiver and

agreements of City.

21. Assignment and Subletting: Lessee must not transfer or assign the rights or privileges conveyed by this Agreement. This Agreement, or any portion thereof, must not be subletted.
22. Merger; Amendment: This Agreement constitutes the entire Agreement between the Lessee and the City, and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings between the parties are merged herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Lease that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation, agreement, or communication, whether oral or written. This Agreement can be supplemented and/or amended only by a written document executed by both the Lessee and authorized designees of the City.
23. Interpretation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.
24. Severability; Waiver of Provisions: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement. No waiver shall be binding on a party unless it is in writing and signed by the party to be bound.
25. Signatory Authority: Upon request, the Lessee must provide the City with copies of requisite documentation evidencing that the signatory for Lessee has the authority to enter into this Agreement.
26. Choice of Law and Venue: The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The

parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

27. WAIVER OF JURY TRIAL: BY ENTERING INTO THIS AGREEMENT, EACH OF LESSEE AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

28. Independent Contractor: Lessee is an independent contractor and is in no sense an agent of City. Lessee has no authority whatsoever to bind City or City's operators and no acts or assistance given by Lessee shall be construed to have altered this relationship. This Lease shall not create nor be deemed to create a partnership or joint venture between the parties. Likewise, City is an independent contractor and is in no sense an agent of Lessee, City has no authority whatsoever to bind Lessee, and no acts or assistance given by City shall be construed to have altered this relationship. Services provided or acquired by Lessee pursuant to this Lease shall be subject to the sole supervision of Lessee. In providing such services, neither Lessee, nor their agents shall act as officers, employees, or agents of the City.

29. Third Party Beneficiaries: Neither Lessee nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

30. Uncontrollable Circumstances ("Force Majeure"): As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, local acts of God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Lessee within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Lessee must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Lessee's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

31. Notice: When any of the parties desire to give notice to the other party, such notice must be in writing, sent by U.S. mail, postage pre-paid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

TO: LESSEE: T T of Sample, Inc.
5501 West Sample Road
Coconut Creek, Florida 33073
Attention: Legal Department
Email:

TO: CITY Sheila Rose, City Manager
City of Coconut Creek
4800 West Copans Road

Coconut Creek, FL 33063
Email: srose@coconutcreek.net

With a copy to:

Terrill Pyburn, City Attorney
At the same address
Email: tpyburn@coconutcreek.net

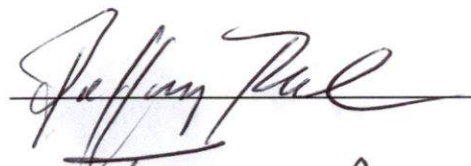
IN WITNESS WHEREOF, the parties hereto have made and executed this LEASE AGREEMENT on the date first above written.

Witness:



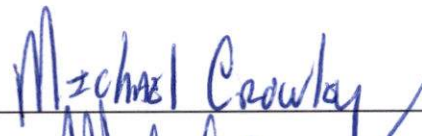
Print: Barbara Buccieri

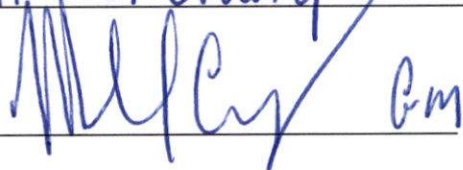
Witness:



Print: Jeffrey Pool

TT of Sample, Inc.

BY: 

Title:  GM

DATE: 4-3-2026

[City signatures on following page]

CITY OF COCONUT CREEK

BY: _____
Sheila N. Rose, City Manager

DATE: _____

ATTEST: _____
Joseph J. Kavanagh, City Clerk

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney