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Meeting Notice

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the April 23, 2025, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. March 26, 2025 – CRA Advisory Board Meeting
4. Public Comment
5. Old Business
 - a. DTO Retail Program Funding Agreement with The Wig Factory, LLC - Michael Whiteman, Economic Development Coordinator
6. New Business
 - a. Advisory Committee Ranking and Authorization to Contract for Construction Manager at Risk for the Canopy Project – Justin Eason, Assistant Director
 - b. DTO Restaurant Program Funding Agreement with Turrio, LLC dba Acropolis Greek Taverna Orlando – Kim King-Maysonet, Business Development Assistant Manager
 - c. DTO Restaurant Program Funding Agreement with Buffalo Boss Orlando, LLC – Jennifer Mihalcoe, Economic Development Coordinator
 - d. License Agreement between the CRA and City for Walker-Hendry House Shared Office Space – Dr. Kristen Holmes, Assistant Director
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802
Phone: (407)-246-2555 www.downtownorlando.com

Memorandum

To Eugene Jones, Chairman
Kimberly Stewart, Vice Chair
Rachel Moalli
Steve Garrity
Jason Chin
Kelly Martinez-Semrad, Orange County Commissioner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date April 23, 2025

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, April 23, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the March 26, 2025, Community Redevelopment Agency Advisory Board Meeting.

Public Comment**Old Business**

a. DTO Retail Program Funding Agreement with The Wig Factory, LLC
Michael Whiteman, Economic Development Coordinator

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Retail Program allows qualifying businesses to be eligible for up to \$150,000 for tenant improvements and \$50,000 for rent expenses for a potential maximum funding amount of \$200,000. Exact funding levels are dependent on program criteria such as location, square footage, and retail classification.

The Wig Factory, LLC, a retail store, has signed a three (3) year lease for the space located at 642 W Church Street, Orlando, Florida 32805. This 800 sq. ft. retail space will offer a variety of wigs, hair care products, and styling services. This entrepreneur brings over eight (8) years of ownership experience in a similar type of retail business to this new venture.

The total investment into build-out from the business owner is anticipated to cost approximately \$33,484. The eligible improvements include electrical, ceiling, mechanical systems, plumbing, flooring and interior build out, which qualifies The Wig Factory, LLC for \$20,000 in funding from the CRA. The Wig Factory, LLC also qualifies for up to \$15,129 in rent assistance for the first year of the agreement.

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Retail Program Funding Agreement between the Community Redevelopment Agency and The Wig Factory, LLC, subject to review and approval of the City Attorney's Office, and authorization for the Chair and Executive Director of the CRA to execute such Funding Agreement.

New Business

a. **Advisory Committee Ranking and Authorization to Contract for Construction Manager at Risk for the Canopy Project**

Justin Eason, Assistant Director

A Request for Proposal (RFP) was issued on December 9, 2024, to select a qualified firm to provide Construction Manager at Risk (CMAR) services for the Under-i "The Canopy" project. Based on the information presented in the proposals and the evaluation criteria set forth in the RFP, the Advisory Committee ranked the firms in the following order:

1. The Whiting-Turner Contracting Company
2. The Collage Companies
3. Turner Construction
4. McCree Design Builders, Inc.

The first phase of the contract is Pre-Construction Services, wherein the CMAR will become an integral part of the project team. These services include constructability review, value engineering, cost estimating, and preparing a detailed construction schedule. It is the intent of the City and CRA to enter into good faith negotiations with the top ranked Proposer for the Construction Management Services Agreement and to authorize Pre-Construction Services in the amount of \$105,000. The final Guaranteed Maximum Price for the Construction Phase will be submitted for CRA approval at a later date. The goal is to achieve Substantial Completion of the project by August 31, 2027, with a punch list to be finalized within one hundred twenty (120) days following Substantial Completion.

The Downtown Orlando Community Redevelopment Area Plan (Redevelopment Plan) addresses activating vacant and underutilized areas. Further, the 2023 Amendment to the Redevelopment Plan outlined a strategy for the CRA to achieve this goal through supporting and funding the implementation of the Under-i elements, and supporting features, including infrastructure improvements, amenities, design, construction, wayfinding, associated streetscape and road improvements, to transform the space into a unique outdoor immersive destination environment while accommodating multi-modal transportation and parking needs. Executing a contract for a firm to provide Construction Manager at Risk services for the Under-i "The Canopy" project is not only consistent with the goals and strategies provided in the Redevelopment Plan but essential to bringing the project to fruition.

The Whiting-Turner Contracting Company meets the goals of the City's M/WBE program with a M/WBE Participation Plan totaling 24% and is as follows:

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Firm	Percentage
Verity Construction	MBE 18%
Equal Access Construction	WBE 6%

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Advisory Committee ranking and authorize the Chief Procurement Officer to negotiate and execute a contract in materially the form attached for Construction Manager at Risk with the top-ranked firm, the Whiting Turner Contracting Company in the estimated amount of \$105,000.00. If negotiations are not successful with the top-ranked firm, also recommend that it approve and authorize the Chief Procurement Officer to negotiate with the remaining firms in ranked order and execute a contract in materially the form attached with the highest-ranked firm with whom agreement is reached. The final negotiated agreement will be subject to review and approval by the City Attorney's office.

b. DTO Restaurant Program Funding Agreement with Turrio, LLC dba Acropolis Greek Taverna Orlando

Kim King-Maysonet, Business Development Assistant Manager

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Turrio, LLC, dba Acropolis Greek Taverna Orlando, has signed a ten (10) year lease for the space located at 390 N. Orange Avenue, Suite 110, Orlando, Florida 32801. This 5,332 sq. ft. restaurant space will be full-service with approximately two hundred and eleven (211) seats. This restaurateur brings five (5) years of restaurant ownership and operations experience to this new venture, including 1 existing location in Tampa.

The overall build-out of the restaurant cost \$400,000. Turrio, LLC qualifies for funding in the amount of \$49,300.50 for tenant improvements. Funding received would be used for build-out expenses including electrical, plumbing, life safety, carpentry, drywall, ceiling, flooring, masonry, awnings and signage, countertops, and kitchen equipment. Turrio, LLC also qualifies for up to \$50,000 in rent assistance for the first year of the agreement.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Turrio, LLC dba Acropolis Greek Taverna Orlando subject to review and approval of the City Attorney's Office and authorization for the Chair and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

c. DTO Restaurant Program Funding Agreement with Buffalo Boss Orlando, LLC

Jennifer Mihalcoe, Economic Development Coordinator

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of

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new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Buffalo Boss Orlando, LLC., a non-full-service restaurant, has signed a five (5) year lease for the space located at 333 N. Orange Avenue, Orlando, Florida 32801. This 1,700 sq. ft. restaurant space will be non-full-service with approximately twenty (20) overall seats. This restaurant brings fourteen (14) years of restaurant ownership and operations experience to this new venture, including 3 additional locations in New York, Wisconsin, and Dubai.

The overall build-out of the restaurant space is anticipated to cost approximately \$217,718.80. Buffalo Boss Orlando, LLC., qualifies for funding in the amount of \$39,257.20 for tenant improvements. Funding received would be used for build-out expenses including electrical, plumbing, interior improvements for ADA compliance, flooring, interior drywall, masonry, carpentry, and bathrooms. Buffalo Boss Orlando, LLC also qualifies for up to \$50,000 in rent assistance for the first year of the agreement.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Buffalo Boss Orlando, LLC. subject to review and approval of the City Attorney's Office and authorization for the Chair and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

d. License Agreement between the CRA and City for Walker-Hendry House Shared Office Space

Dr. Kristen Holmes, Assistant Director

The historic Walker-Hendry House was moved from Magnolia Avenue in 1982 and is now located at 125 N. Lucerne Circle E., Orlando, Florida and owned by the City of Orlando. The two-story, 10-room home is one of Orlando's few remaining Victorian homes built in the 1890s. This license agreement formally outlines the terms for common use of the house as shared office space.

Pursuant to the terms of the agreement, the house is to be used by the Downtown Clean Team as shared office space for public right-of-way maintenance services within the Community Redevelopment Agency's (CRA) downtown Orlando area. It also allows Allied Universal Security Service to use this shared office space for Downtown Ambassador services, which includes proactively engaging the community to provide directions, offering safety escorts to and from any location in the downtown area, assisting those experiencing homelessness with immediate critical social services, and contacting the Downtown Clean Team with any beautification needs. Both programs support the CRA and use the Walker-Hendry House as a shared office space.

By entering into this agreement, the CRA will reimburse the city for usage expenses related to the house such as electricity, water, sewer, pest control, and janitorial services provided by the city at the house as well as landscaping, mowing, and grounds maintenance of the outdoor areas.

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AB

Staff requests that the CRA Advisory Board recommend to the CRA approval of the License Agreement between the Community Redevelopment Agency and the City of Orlando. subject to review and approval of the City Attorney's Office and authorization for the Chair and Executive Director of the CRA to execute such License Agreement.

Date of Next Meeting

- a. The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, May 28, 2025, at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.

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DTO Retail Program Funding Agreement

The Wig Factory, LLC

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and The Wig Factory, LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), whose address is 418 North Pine Hills Road, Suite H, Orlando, Florida 32811.

WITNESSETH

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 the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the DTO Retail Program (the “Program”) in order to encourage property owners and retail operators to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, this Program is intended to attract quality retailers and to achieve high-quality interior buildout of retail spaces within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in Grantee’s Application, **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee’s operation of a retail store selling wigs, providing wig maintenance services, and selling wig styling products, qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“Improvements”)

that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of twenty thousand dollars (\$20,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 642 West Church Street, Orlando, Florida 32805, as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of Fifteen Thousand One Hundred Twenty-Nine Dollars (\$15,129.00) for rent abatement.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA’s receipt of proof of rent payments made by the Grantee to its landlord, the Property owner, for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline"). Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has granted, at his or her discretion, the Grantee an extension of time prior to the expiration of the Project Completion Deadline.

7. Records and Reporting. The 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 audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for operation of the specified use and 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. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions or variances as allowed under the Orlando City Code; and
- b. Grantee shall operate a retail wig shop on the Property which shall be open a minimum of eight (8) hours daily, Monday-Saturday; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy

to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee;

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, 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. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the 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.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. 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.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The 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 the 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.

24. 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 Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The 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. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. 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.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either

the CRA or Grantee shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA: Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
(with a copy to City Attorney's Office)
- b. If to the Grantee: The Wig Factory, LLC
418 North Pine Hills Road, Suite H
Orlando, Florida 32811

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

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

[SIGNATURES ON THE NEXT PAGES]

The Wig Factory, LLC

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2025, who is the _____ of The Wig Factory, LLC, Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

EXHIBIT “B”

Application

(attached separately and incorporated herein)

DTO Retail Program

A. Program Introduction/Goals

Retail is vital for the urban core as it drives positive economic growth, creates jobs, fosters a vibrant atmosphere, provides community gathering spaces, and contributes to urban revitalization. The presence of diverse and thriving retail establishments can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Retail Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within downtown Orlando as a retail destination, to attract locals and visitors to visit downtown Orlando as well as attract new retail and encourage expansion of existing retail by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a retailer's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in businesses in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Promoting and encouraging neighborhood-oriented retail and services in the CRA
- Supporting retail development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:

- a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2a or 2b below.
- b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
- c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.

2. Funding Eligibility:

- a. Personal service businesses are eligible for up to \$50 per square foot with a not to exceed funding amount of \$150,000 for reimbursement of costs of eligible tenant improvements.
- b. Retail businesses, including Intense and Light use Recreational businesses are eligible for up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements.
- c. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- d. All qualifying businesses are generally eligible for up to an additional \$25,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis.

(Example: A business that pays \$2,000 a month in rent would qualify for \$24,000 would receive up to \$6,000 a quarter).

- e. All qualifying businesses located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
- f. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A business that pays \$5,000 in monthly rent would qualify for \$50,000 and would receive up to \$12,500 a quarter).

Additional Information

1. Retail is defined as an establishment where the principal use is the selling or renting of goods or merchandise to the general public in small lots (as opposed to bulk quantities) for personal or household consumption and rendering of services incidental to the sale of such goods but does not include Service Uses (except Personal Services), Eating and Drinking Establishments, or any Industrial Use.
2. Intense Recreational Use is defined as an indoor facility where the principal use is the provision of indoor amusements, sports, games, entertainment or similar indoor recreational facilities that do not meet definition of indoor light recreational use. These uses typically involve an entrance fee or ticket, membership, etc. Examples are bowling alleys, game rooms, skating rinks, theaters, and other similar uses.
3. Light Recreational Use is defined as an indoor facility where passive or active exercises and related activities are performed for the purpose of personal physical fitness, improved circulation or flexibility, and/or weight control. Examples are dance studios, exercise studios, health/fitness clubs, fitness training, rock climbing gyms, and other similar uses.
4. If alcoholic beverages are sold on site at a qualifying business, then 51% of revenue must be derived from nonalcoholic sales.
5. Personal services for purposes of this Program are barber or beauty shops, health spas, veterinary services, tailoring, and other similar uses.
6. Businesses must be locating to or be expanding in the Area to be eligible (see Exhibit A for Area boundaries). Businesses that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a business is increasing its space (sq. ft.) by 25% or more based on its current square footage.
7. The applicant must have at least two (2) years of ownership or operations management experience in a similar type of retail business.
8. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.
9. Applicants must agree to work with the CRA to open its business during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
10. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Retail Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Flooring (carpets are ineligible)

- h. Interior drywall
 - i. Windows
 - j. Doors
 - k. Masonry
 - l. Ceiling
 - m. Carpentry
 - n. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - o. Bathrooms
 - p. Other improvements as approved by the CRA
- 2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, government-owned or occupied buildings, church/religious institutions, health and medical professional services, tattoo parlors, body piercing and body art shops, adult entertainment facilities, medical marijuana dispensaries, adult-oriented or adult-themed retail businesses, banquet facilities, billiard parlors, clubs and lodges, event centers, rental halls, liquor stores, smoke shops, gun shop, bars, nightclubs or businesses that sell drug paraphernalia are ineligible. Should there be questions regarding the tenant use, the Zoning Official shall issue a Determination.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Retail Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business plan.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager will ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The business type will be reviewed against existing business types in the program area to ensure a diversity of business types. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies shall be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee shall submit a request for reimbursement to the CRA. Payments shall be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

F. Program Terms

Funding is based on budget availability and will be considered on a "first come, first served" basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant's business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA's discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their

complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant's request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to a business with a use that would otherwise have qualified under the DTO Retail Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the business owner of the default and demanding reimbursement of funds paid to the

business as of the date of the default within thirty (30) days. The letter will also instruct the business owner to contact the Manager to discuss the matter. If the business owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Manager will coordinate a meeting of the Default Committee. The Manager will send a letter to the business owner notifying him/her of the date and time of the meeting.

L. Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the business owner. The Default Committee is comprised of the following officials or their designees:

- Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

The CRA Executive Director or his/her designee will chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the business owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the business owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision will be reported by the CRA Executive Director to the CRA for approval.

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the business owner and the CRA. The CRA Executive Director will present the settlement agreement to the CRA for approval. If the business owner defaults on the terms of the settlement agreement, the Manager will coordinate a meeting of the Default Committee to determine further action.

If the business owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee, before a judgment is entered by the court, the case will be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the business owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.

DOWNTOWN ORLANDO

CHURCH Focus Area Right-of-ways*

Program Area

DTOR Restaurant
DTOR Retail

*Note: Properties fronting or abutting either side of the rights-of-way used as identification are potentially eligible for the Focus Areas funding amount.

DTO Retail Program



Submitted on	30 November 2024, 12:42am
Receipt number	35
Related form version	18

Check Your Eligibility

Is your business located (or will it be located) within Community Redevelopment Agency (CRA) boundaries?	Yes
--	-----

Is your business a personal service or retail business?	Yes
---	-----

Is the property free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements?	Yes
---	-----

Have you previously received funding from one of the Community Redevelopment Agency's incentive programs?	No
---	----

Do you own or lease the property?	Lease
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Do you have at least two (2) years of ownership or operations management experience in a similar type of retail business?	Yes
---	-----

Business operations

Please upload a copy of your business plan.	The_Wig_Factory_Business_Plan_Corrected.pdf
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Corporation Officers and Titles	Quteria Teague CEO
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Please upload resumes for Principals and Management.	Resume_Quteria_Teague.pdf
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FEIN ID	86-1536178
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Date of incorporation	01/01/2021
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Please upload a copy of your Orlando Business Tax Receipt (if applicable)	IMG_7163.heic
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Please upload: Business tax returns for the last three fiscal years -or- principal/owner tax returns for the last three years.	Untitled..pages
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Please upload a completed W-9 form.	WF W9.pdf
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About your business

Business name	The Wig Factory
Business phone number	407-613-6031
What is the business type?	Retail
Does the business serve alcohol?	No
What type of alcohol license does your business have?	

Downtown location

Store/location address	642 W Church St, Orlando, FL 32805, USA Map (28.539997, -81.38875329999999)
Mailing address	418 N Pine Hills Rd Suit H, Orlando, FL 32811, USA STE H No coordinates found
Targeted opening date	Feb. 2025
Build-out estimated time	6 Weeks
Build-out estimated cost	35,000.00
Does your business have more than one location?	No
Please list the other locations	

Property information

Property owner	Virginia Faulkner
Please upload the owner's affidavit form.	Untitled..pages
Store location	642 W Church St, Orlando, FL 32805, USA Map (28.539997, -81.38875329999999)
Square footage	800
Monthly rent	1275
Length of lease	3 years
Are you seeking rent abatement under this program?	Yes
Please upload a copy of your Lease / Letter Of Intent outlining lease terms.	Florida-Commercial-Lease-Agreement 642.pdf

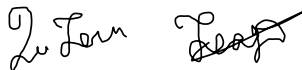
Scope of work

List the general scope of work	Interior Build out New tile Electrical Plumbing
List the type of eligible improvements	Interior Build out New tile Electrical Plumbing
Do you have a tenant allowance?	No
What is the tenant allowance amount?	
If you are a tenant, are you able to contribute at least 10% of the eligible tenant improvement cost?	Yes
Please upload designs, drawings, and/or renderings	2024-11.11 A100 - FLOOR PLAN.pdf
Contractor bid #1	Buildertrend.pdf
Contractor bid #2	the wig Factory.pdf
Contractor bid #3	INVOICE_2237_from_ProTouch Services LLC.pdf.pdf

How can we contact you?

What is your full name?	Quteria Teague
What is your email address?	info@thewigsfactory.com
What is your phone number?	407-613-6031
What is your address?	1075 Osprey Cove Cir, Groveland, FL 34736, USA Map (28.5667367, -81.8523507)

Acknowledgements



[Link to signature](#)

State of Florida

FLORIDA COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this 30 day of October, 2024, by and between:

Virginia Faulkner AKA 642 W Church St. Trust
Landlord: _____, an ☐ individual ☒ entity located at _____ [Address] ("Landlord") and

The Wig Factory, LLC

Tenant: The Wig Factory, LLC, an ☐ individual ☒ entity located at 418 N. Pine Hills [Address] ("Tenant").
Suite H, Orlando, FL 32811

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of: (Check one)

- ☐ A building
- ☒ An office space in the building complex
- ☐ A retail store in the building complex
- ☐ A restaurant in the building complex
- ☐ An industrial space in the building complex
- ☐ A warehouse in the building complex
- ☐ Other: _____

(☒ known as "642 W." [Name of building complex]) (the "Real Property") located at 642 W.
(the "Demised Premises").

A) Size of Premises. The Demised Premises consists of approximately 800 square feet and comprises approximately 25 % of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. (Check one)

☒ Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and



enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

☐ This Agreement and the Demised Premises does NOT include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

D) Parking Spaces. (Check one)

☐ Tenant, including its guests, employees, agents, and customers does NOT have the right to use any parking space(s) on the Real Property.

☒ Tenant, including its guests, employees, agents, and customers has the right to use: (Check one)

☐ Any parking space(s)

☒ Only 2 [Number] of the parking space(s)

☒ Other: EV Slot

located in the (Check one) ☐ building garage ☒ building parking lot ☐ adjacent surface parking lot ☐ public parking lot ☐ other: _____ (☐ on a reasonable non-exclusive first-come, first serve basis).

Sublet (Check one)

☐ Tenant may assign or sublet their parking space(s). Tenant accepts and understands that parking privileges granted are not personal to the Tenant and such parking privileges may be assigned or sublet.

☒ Tenant may NOT assign or sublet their parking space(s). Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet.

Fee (Check one)

☐ Tenant will pay Landlord a fee of \$ _____ on a: (Check one)

☐ Daily basis for the use of such parking privileges.

☐ Weekly basis for the use of such parking privileges.

☐ Monthly basis for the use of such parking privileges.

☐ Other: _____ basis for the use of such parking privileges.

☒ Tenant will NOT pay Landlord a fee for the use of such parking privileges.

E) Storage Facilities. (Check one)

☒ This Agreement and the Demised Premises does NOT include the use of any storage facilities on the Real Property.

☐ Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the _____ [Description of storage facilities] at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant.



Fee (Check one)

- ☐ Tenant will pay Landlord a fee of \$_____ on a: (Check one)
- ☐ Daily basis for the use of such facilities.
 - ☐ Weekly basis for the use of such facilities.
 - ☐ Monthly basis for the use of such facilities.
 - ☐ Other: _____ basis for the use of such facilities.
- ☒ Tenant will NOT pay Landlord for the use of such facilities.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Term of Lease. The term of this Agreement shall commence on November 1, 2024 ("Commencement Date") and ending at midnight on October 31, 2027 ("Termination Date").

Renewal (Check one)

- ☐ This Lease may NOT be renewed.
- ☒ This Lease may be renewed.

A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional three (3) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein.

Rent Increase (Check one)

- ☐ Rent will NOT be increased. All of the terms and conditions of this Agreement shall apply during each renewal term.
- ☒ Rent will be increased. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by: (Check one)

- ☒ 3.5 % each renewal term.
- ☐ \$_____ each renewal term.

B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than ninety (90) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. Rental Terms. With respect to the terms of the rental:

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$ 1260.75, payable on a: (Check one)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Semi-annual |
| <input checked="" type="checkbox"/> Monthly | <input type="checkbox"/> Yearly |
| <input type="checkbox"/> Quarterly | <input type="checkbox"/> Other: _____ |



basis ("Base Rent"). Base Rent is due no later than the 10th day of the payment period. Base Rent is payable by (Check one) ☐ mailed check ☒ wire transfer ☐ other: _____ or as otherwise agreed upon by the parties.

B) Operating Cost. Operating costs shared by the building are: (Check one)

☐ **NOT** included in the Base Rent. Beginning on the Commencement Date, Tenant agrees to pay Landlord for Tenant's proportionate share of Operating Cost. Tenant's initial monthly estimate for Operating Cost is \$_____ per month. For the purposes of this Agreement, Tenant's proportionate share of Operating Costs shall not exceed _____% of the total capital operating costs for any given month. Tenant's proportionate share shall be determined by dividing the number of rentable square feet in the Demised Premises by the total number of rentable square feet in the Real Property which are leased or available for lease during the year. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, and accounting fees, and an annual addition equal to _____% per annum of the Operating Cost for a reserve fund for major repairs, replacements, and renovations. With each monthly Base Rent payment, Tenant shall pay an estimate of Tenant's share of the Operating Cost. Such monthly estimates shall be based on the prior year's actual Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than its share of the actual Operating Cost, Tenant shall pay such deficiency within _____ days of request by Landlord. In the event Tenant's payments exceed its share of the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s).

☒ Included in the base rent. Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.

C) Taxes. (Check one)

☒ Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

☐ Tenant shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

Tax Included in Rent (Check one)

☐ Taxes are **NOT** included in Rent. All such tax obligations shall be payable in addition to the Rent paid under this Agreement.

☒ Taxes are included in Rent. Such taxes and assessments are included in the Rent and shall be paid directly by Landlord.

☐ Taxes are included in Rent, including any increase in real estate property tax. In the event there is any increase during any year of the term of this Agreement in real property taxes over

and above the amount of such taxes assessed for the tax year during which the term of this Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and the Real Property, proportioned or designated to upon which the Demised Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and become part of the Rent paid under this Agreement.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

Operating Costs Statements (Check one)

- ☒ Not applicable. Operating costs shared by the building are NOT included in the Base Rent.
- ☐ Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a/an: (Check one)

☐ Monthly basis ☐ Quarterly basis ☐ Annual basis ☐ Other: _____

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid 15 days after it is due, a late charge equal to (Check one) ☐ _____% of the monthly rent ☒ \$ 25 per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

Additional Late Charge (Check one)

- ☒ If any amount due under this Agreement remains unpaid for more than 30 days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of One (1) % per month, not to exceed the maximum amount allowed by law.
- ☐ Landlord will NOT require an additional late charge.

Returned Payment Fee (Check one)

- ☒ In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$35 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks.
- ☐ Landlord will NOT charge a fee for returned payments.



G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$ 1,230, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement.

Interest (Check one)

☐ Such deposit shall accrue interest for Tenant, shall not be considered a rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord.

☒ Such deposit shall **NOT** accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord.

In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be 1.25 [Number] times the Base Rent applicable immediately prior to the expiration of the Term.

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of cranial prothesis specialty [Description of commercial purpose] and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances.

Janitorial Services (Check one)

☒ Tenant shall provide its own janitorial services.

☐ As agreed by both parties, Landlord shall provide janitorial services and shared costs will be included in the Operating Cost.

Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and

requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows: (Check all that apply)

- ☐ I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.
- ☒ II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.
- ☒ III. No smoking in the Demised Premises or within 10 feet or any doorway.
- ☒ IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.
- ☒ V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.
- ☒ VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.
- ☒ VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.
- ☒ VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- ☒ IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.
- ☒ X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.
- ☒ XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.
- ☐ XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

■ **XIII.** No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

■ **XIV.** Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

■ **XV.** Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

■ **XVI.** Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

■ **XVII.** Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance

of the Demised Premises. In addition, Tenant shall have a 60 [Number] day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. (Check one)

☐ Tenant is NOT allowed to make improvements on the Demised Premises.

☒ All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant (Check one) ☐ shall not ☒ shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

C) Fixtures and Furnishings Provided by Landlord. (Check one)

☐ Landlord shall provide the following fixtures and furnishings: (Check all that apply)

☒ Bathroom Fixtures

☐ Bookcases

☐ Commercial Stove

☐ Furniture

☐ Other: _____

☒ Furnace

☐ Lighting

☐ Office Desks

☐ Showcases

☐ Landlord shall NOT provide fixtures or furnishings.

D) Personal Property Taxes of Tenant. (Check one)

☐ Landlord shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises.

☒ Tenant shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Landlord shall become due and payable by Tenant within 14 days after written notice from Landlord.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following: (Check all that apply)

- ☒ Foundation and structural components of the building
- ☒ Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- ☒ Roof, gutters and downspouts
- ☒ Parking lot
- ☐ Driveway
- ☐ Sidewalks
- ☒ Other: Landscaping

(Check or cross out) ☒ However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant.

Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following: (Check all that apply)

- ☐ Heating, ventilation and air conditioning systems
- ☒ Plumbing
- ☒ Electrical systems
- ☒ The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises
- ☐ Other: _____

C) Remodeling. Tenant shall not do the following: (Check all that apply)

- ☒ Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord.
- ☐ Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- ☒ Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within 14 days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance (☐ to include Landlord as an additional Insured, to be carried with an insurer and) to have: (Check one)

- ☒ A minimum aggregate policy in the amount of no less than \$ 2,000,000
- ☒ Limits of liability of not less than \$ 1,000,000 per occurrence on a combined single limit basis

and a deductible no greater than \$ 2,500.

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than thirty (30) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.



C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.

Insurance Included in Operating Costs (Check one)

- ☐ All premiums for such insurance maintained by Landlord shall be considered Operating Costs.
- ☒ All premiums for such insurance maintained by Landlord shall NOT be considered Operating Costs.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business.

Landlord Approval (Check one)

☒ Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord. Landlord reserves the right to reject any Exterior Sign design it feels is inappropriate for any reason in its sole discretion.

☐ Any Exterior Sign does NOT require Landlord's approval.

(Check one) ☐ Landlord ☒ Tenant shall be solely responsible for the cost of fabrication, installation.

and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. (Check one)

☒ All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld.

☐ Other signs affixed by Tenant shall NOT require Landlord's approval.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises. (Check all that apply)

☒ Water

☐ Gas

☒ Heat

☒ Light

☒ Other: Trash

☒ Power

☒ Telephone

☒ Internet

☒ Sewage Disposal

In turn, Landlord will be responsible for making payments for the following utilities:

☐ Water

☐ Gas

☐ Heat

☒ Light

☐ Other: _____

☒ Power

☐ Telephone

☐ Internet

☐ Sewage Disposal

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

Fixtures and Equipment Installed by Tenant (Check one)

☒ Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment.

☐ Any and all trade fixtures and equipment installed by Tenant may **NOT** be removed by Tenant at the termination of this Agreement.

D) Assignment and Subletting. (Check one)

☐ Subleasing **NOT** allowed. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

☒ Subleasing allowed with Landlord's approval. Tenant shall not assign, mortgage, encumber or transfer any interest in this Agreement, or sublet the Demised Premises in whole or in part, nor grant a license or concession in connection therewith without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed (Check one)

☒ sixty (60) % ☐ \$ _____ of the then replacement value thereof, then the parties may, at their option, within Thirty (30) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than (Check one) ☒ sixty (60) %

☐ \$ _____ of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore (Check one) ☐ shall not ☒ shall be limited to restoring the structural portions of the Demised Premises and (Check one) ☒ shall not ☐ shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within 30 days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than fifty (50) % of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within sixty (60) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in



no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within ninety (90) days of such notice



from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than seven (7) days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, not including its conflicts of law provisions.

F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved through:
(Check one)

☐ **Court litigation.** Disputes shall be resolved in the courts of the State of _____.

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ **Binding arbitration.** Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ **Mediation.**

☒ **Mediation, then binding arbitration.** If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Virginia Faulkner
Landlord Signature

504 Lisa Lane
Maitland, FL 32751

Virginia Faulkner

Landlord Name

Oct. 30, 2024

Landlord Name

Representative Signature

Representative Name and Title

[Signature]

Tenant Signature

1075 Osprey Cove Circle
Groveland FL, 34736

The Wig Factory, LLC
Quteria Teague

Tenant Name

10/30/2024

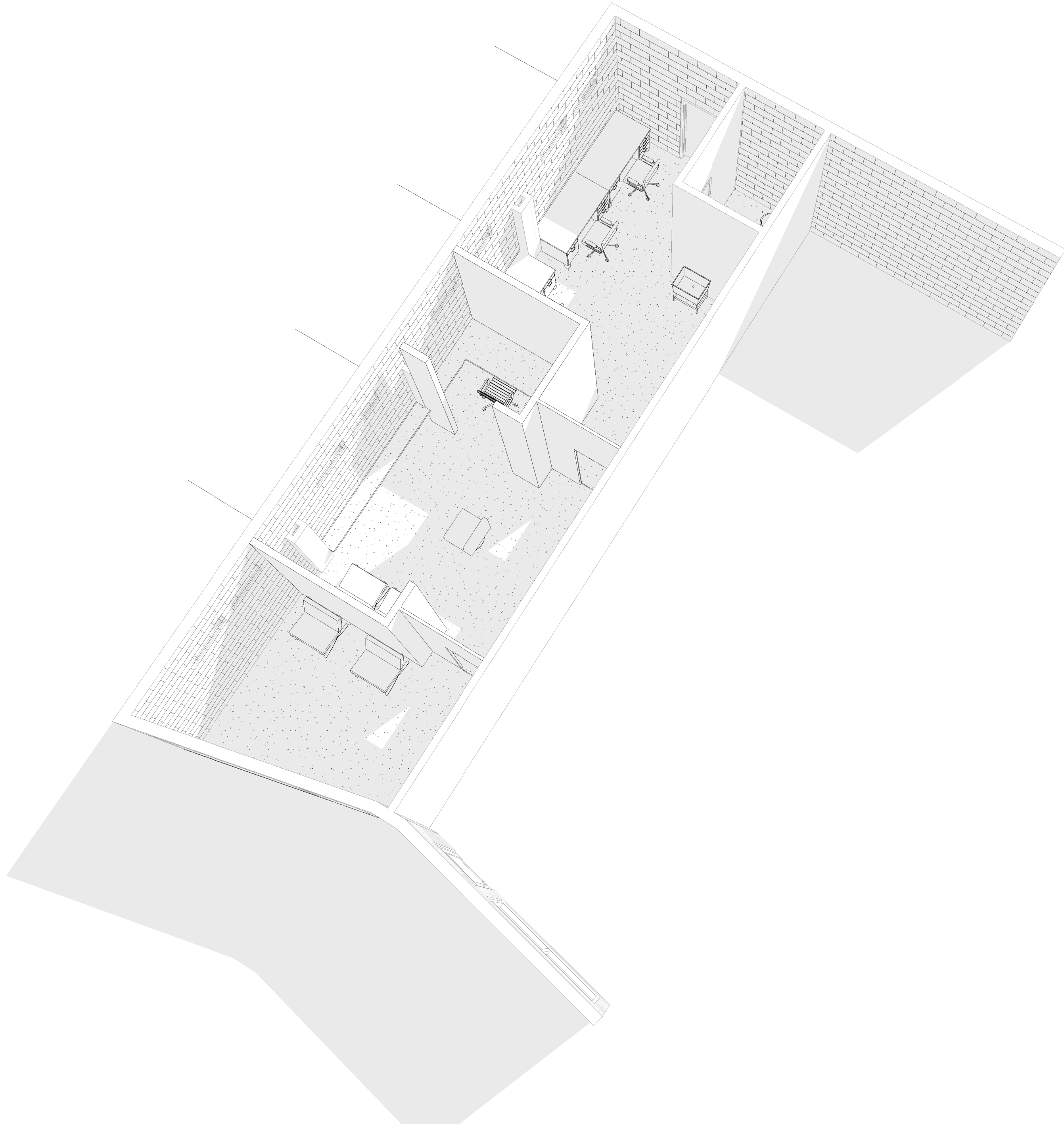
Tenant Name

Representative Signature

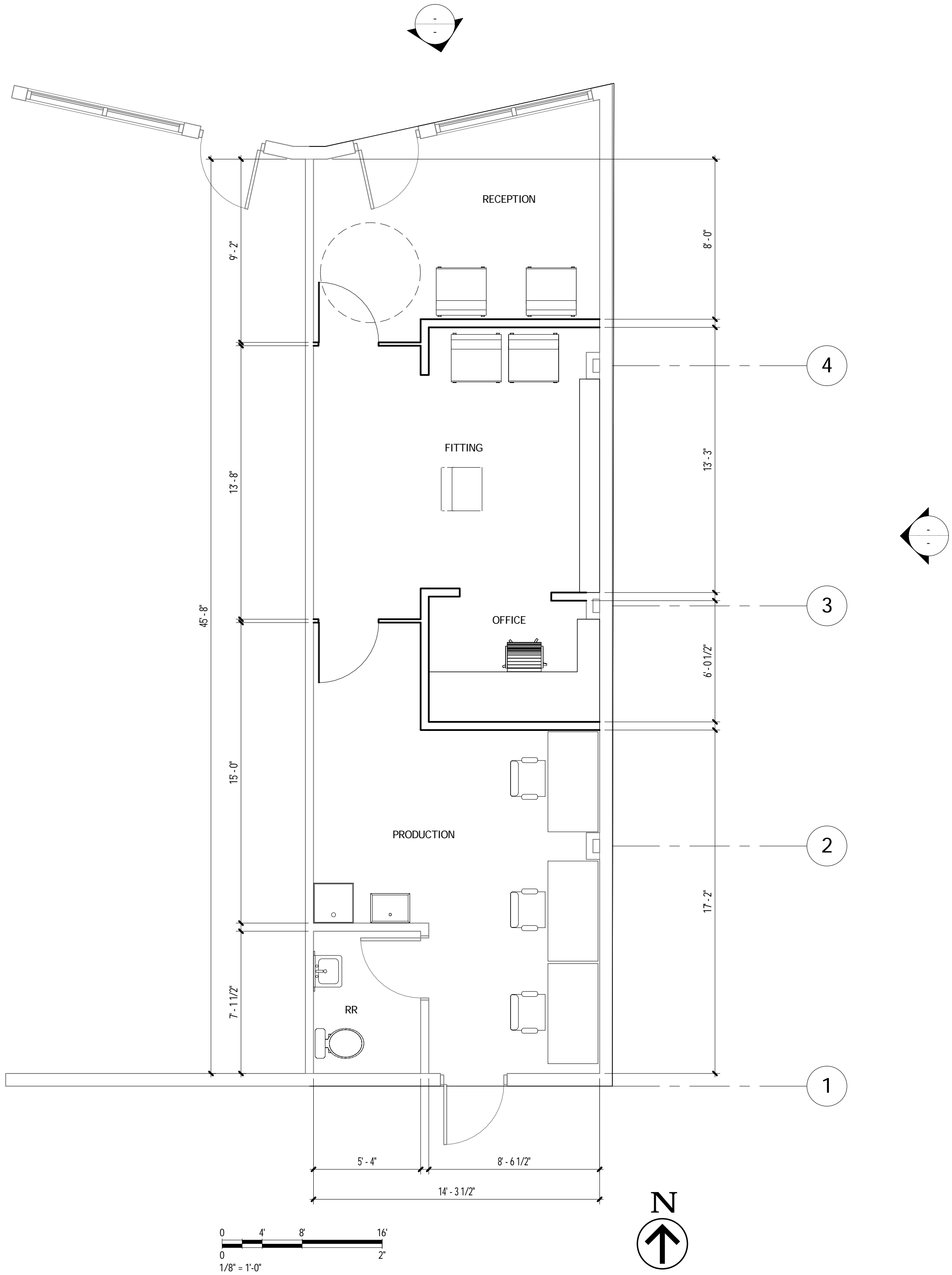
Representative Name and Title



Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions, coordination and conditions on the job. Arc Design Lab, Inc. must be notified immediately in writing of any variation from the dimensions and conditions shown on these drawings. Field verify all conditions prior to laying out or fabricating associated work. Bring to the architect's attention any deviation from designed conditions and field conditions prior to ordering materials and installing work, and cooperate with architect to modify such conditions at no additional cost to the owner, architect or architect's consultants. Shop details must be submitted to the architect's office and reviewed by the architect prior to ordering materials, fabrication and delivery to the job site, unless otherwise provided in the contract documents between the architect and client. Arc Design Lab, Inc. expressly reserves its common law copyright and other property rights in these drawings and documents. The drawings and documents are the property of Arc Design Lab, Inc. and are not to be reproduced, copied, or used in any way without the written consent of Arc Design Lab, Inc. In the event of unauthorized use of these documents by a third party, the third party shall hold Arc Design Lab, Inc. harmless and agrees to remunerate Arc Design Lab, Inc. for such use in an amount equal to the original fee for the original documents, plus legal fees, court costs, collection fees and other costs.



2 PERSPECTIVE VIEW



1 FLOOR PLAN
1/4" = 1'-0"

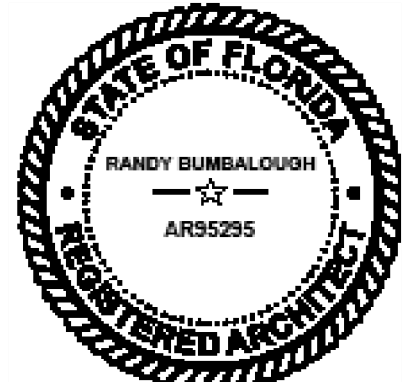
CONSULTANT

PROJECT

THE WIG FACTORY

642 WEST CHURCH STREET
ORLANDO, FLORIDA 32801

SEAL



Randy Bumbalough, Architect
FLORIDA REGISTRATION AR0095295

REVISIONS

Revision Schedule		
#	Revision Description	Revision Date

DRAWING INFO

PROJECT NUMBER:	2024.11
DRAWN BY:	PC
CHECKED BY:	RB
ISSUE DATE:	Issue Date

SHEET IDENTITY

FLOOR PLAN

A100

Business Plan for The Wig Factory

(Will rebrand as Halo Hair Solutions upon grant approval)

Description of Operations

The Wig Factory, soon to be rebranded as Halo Hair Solutions upon grant approval, is a luxury wig company specializing in custom hair units for men and women.

We focus on creating personalized, high-quality wigs for individuals seeking both style and confidence. Our services extend beyond wig sales to include maintenance services and aftercare products.

We aim to positively impact the local community by offering free internships, summer job opportunities, and educational workshops for youth interested in pursuing careers in the beauty industry.

With our relocation and rebranding, we will transition from an online-only store to a physical storefront in Orlando, Florida. This move will enhance our ability to provide personalized client experiences, increase visibility, and expand our offerings.

Major Brands or Services

Products:

1. Luxury custom wigs designed for comfort and natural aesthetics.
2. Aftercare products including shampoos, conditioners, and styling tools.

Services:

1. Wig maintenance services: cleaning, restyling, and repairs.
2. Consultation services: expert guidance on choosing the right wig for individual needs.

Business Plan for The Wig Factory

(Will rebrand as Halo Hair Solutions upon grant approval)

Community Engagement Programs:

1. Internship Program: Free training for local youth in wig design and construction.
2. Summer Job Opportunities: Employment for students interested in beauty and retail experience.
3. Workshops: Educational sessions on wig care and beauty industry entrepreneurship.

Growth Plan/Marketing Plan

Growth Plan:

Short-Term Goals (1-2 Years):

- Relocate and establish a physical storefront.
- Build brand awareness through local partnerships and digital marketing campaigns.
- Increase sales by expanding inventory to include diverse wig styles and aftercare products.

Mid-Term Goals (2-3 Years):

- Scale community programs, including expanding the internship program to include more participants.
- Host quarterly events such as wig styling demonstrations and community fundraisers.
- Launch an online booking system to streamline consultations and maintenance appointments.

Long-Term Goals (3+ Years):

- Open additional storefront locations in high-demand areas.
- Expand product lines to include hair extensions and related accessories.
- Position The Wig Factory (Halo Hair Solutions) as a leader in the regional beauty industry.

Business Plan for The Wig Factory

(Will rebrand as Halo Hair Solutions upon grant approval)

Marketing Plan:

1. Branding and Online Presence:

- Transition to the new name, Halo Hair Solutions, with professional signage and cohesive branding.
- Redesign the company website to showcase the storefront and include e-commerce functionality.

2. Social Media Campaigns:

- Targeted ads on Instagram, Facebook, and TikTok to promote new services and products.
- Post behind-the-scenes content, testimonials, and client transformations to engage followers.

3. Community Outreach:

- Partner with local organizations and schools to promote internships and workshops.
- Host open-house events to introduce the new storefront and services to the community.

4. Referral Program:

- Launch a program offering discounts or free services to clients who refer others.

5. Local Collaborations:

- Collaborate with local beauty salons, event planners, and boutiques to promote The Wig Factory (Halo Hair Solutions).

Conclusion

The Wig Factory, soon to be rebranded as Halo Hair Solutions, is poised for growth and community impact with its transition to a physical storefront.

This grant will provide the funding necessary to relocate, renovate, and launch the rebranded business, ensuring both operational success and lasting contributions to the local community.

Business Plan for The Wig Factory

(Will rebrand as Halo Hair Solutions upon grant approval)

Contact Information:

Owner: Quteria Teague

Phone: 407-613-6031

Email: info@thewigfactory.com

Operating Costs

Operating Costs

Expense	Monthly Cost	Annual Cost
Rent	\$1,275.00	\$15,300.00
Utilities	\$300.00	\$3,600.00
Employee Salaries	\$7,500.00	\$90,000.00
Inventory and Supplies	\$2,000.00	\$24,000.00
Marketing	\$500.00	\$6,000.00
Insurance	\$250.00	\$3,000.00
Miscellaneous Expenses	\$500.00	\$6,000.00

3-Year Revenue Projections

3-Year Revenue Projections

Year	Projected Revenue	Operating Costs	Net Profit
Year 1	\$150,000.00	\$147,900.00	\$2,100.00
Year 2	\$172,500.00	\$147,900.00	\$24,600.00
Year 3	\$198,375.00	\$147,900.00	\$50,475.00



DTO Retail Program

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Virginia Faulkner, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:
642 W Church St Orlando, FL 32805 (Address)
_____(Legal Description)

That Quteria Teague (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed in the DTO Facade Program (the "Application") dated _____.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the DTO Facade Program.

FURTHER AFFIANT SAVETH NOT.

Virginia Faulkner

Signature of Affiant

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF V.A

COUNTY OF Fairfax

Sworn to and Subscribed before me this 2 day of January, 2025 by Virginia G Faulkner who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced DL of Florida as identification.

Pinshup

Notary Public

My Commission Expires: 05-31-2027

[NOTARY STAMP]



Quteria Teague

407-613-6031

Info@thewigsfactory.com

Orlando, FL

Professional Summary

Experienced cosmetology professional with expertise in retail, hair styling, and salon ownership. Skilled in customer service, business management, and providing customized wig solutions for diverse client needs.

Work Experience

The Wig Factory (Wig Store Owner)

2021 - Present

- Manage a wig store specializing in custom wigs and hair solutions for diverse clients.

Lavish Hair Creations (Owner & Stylist)

2017 - 2021

- Operated a full-service salon, offering styling services and managing business operations.

Hair Stylist (Hair Salon)

2012 - 2016

- Performed a variety of professional hair services, building strong client relationships.

Tommy Hilfiger (Sales Associate)

2011 - 2012

- Assisted customers and developed skills in retail sales and customer service.

Education

Cosmetology License - 2018

Workforce Academy Graduate - 2012

Skills

- Custom Wig Solutions
- Hair Styling: Cuts, Color, Extensions
- Business Operations & Client Management

Community Involvement

- Teach-Ins: Led career discussions at Jones and Evan's High School, 2023.
- Orlando Union Mission Center: Volunteered teaching wig construction classes.
- Generation WOW Mentor: Guide students at East River High School.

INVOICE

ProTouch Services LLC
2126 Crystal Bell St
Orlando, FL 32824-5311

protouchsllc@gmail.com
+1 (407) 583-9912



Bill to
Quteria
Teague

Invoice details
Invoice no.: 2237
Terms: Net 30
Invoice date: 11/25/2024
Due date: 12/25/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Interior build out	Installing interior wall frames and applying final finishes	1	\$10,158.00	\$10,158.00
2.	Electrical	Adding outlets and installing lighting systems	1	\$5,500.00	\$5,500.00
3.	Ceiling	Clean open ceiling and sprayed for nice dark finish ceilings	1	\$4,225.00	\$4,225.00
4.	New Flooring	Marble Tile installtion	1	\$8,025.30	\$8,025.30
5.	Mechanical duct work	Installation of registers and returns	1	\$4,250.85	\$4,250.85
6.	Plumbing	Installation of wash bowl	1	\$1,325.00	\$1,325.00

Total \$33,484.15

Released by Robert Jones on Nov 13, 2024

Released



1759 Redwood Grove Ter • Lake Mary, FL 32746-4418 • Phone: 407-312-3965

Quteria Teague
Phone: 407-613-6031
Cell: +14076136031

Job Address:
642 West Church St
Orlando, FL 32805

Print Date: 11-29-2024

Proposal for The Wig Factory

Thank you for giving Lexington Construction Group the opportunity to work with you. This estimate is based on a layout drawing and may not be all-encompassing. It is for consideration purposes and is not meant to be exacting. Once a final drawing is established, a final cost can be determined.

Items	Description	Marked As	Qty/Unit	Price
Permitting 01-1100.10 Permits	Permit Processing		1	\$1,500.00
General Conditions 01-1300.30 Supplies & Equip	Dumpster, equipment, facilities etc.		1	\$2,250.00
Interior build out 05-4100.10 Light Gauge Structural Metal Framing	Installation of interior wall framing and finishes as per drawings		1	\$13,148.75
Insulation ext walls 07-2100.10 Thermal Insulation	Insulation for exterior walls		1	\$960.00

Floor Tile 09-6000.00 FLOORING	Marble type floor tile	Allowance	1	\$9,053.75
Suspended Ceiling 09-5100.10 Acoustical Ceilings	Suspended Ceiling		1	\$3,500.00
Painting and base installation 09-9123.10 Interior Painting	Interior painting and Vinyl base installation		1	\$4,187.50
Electrical Installation 26-1000.00 ELECTRICAL SYSTEM	Installation of outlets and lighting	Allowance	1	\$5,625.00
Mechanical duct work 23-1000.10 HVAC	Installation of registers and returns	Allowance	1	\$4,375.00
Plumbing 22-1000.10 Plumbing	Installation of hair wash station	Allowance	1	\$1,500.00

Total Price: \$46,100.00

This estimate does not include government permitting fees, MOT requirements, or impact fees. The proposed sum above is valid for sixty (60) days and is based on the price of materials and equipment in effect as of the date of this letter. The proposed sum is subject to increase because of tariffs, epidemics, import duties, trade policies, or market conditions.

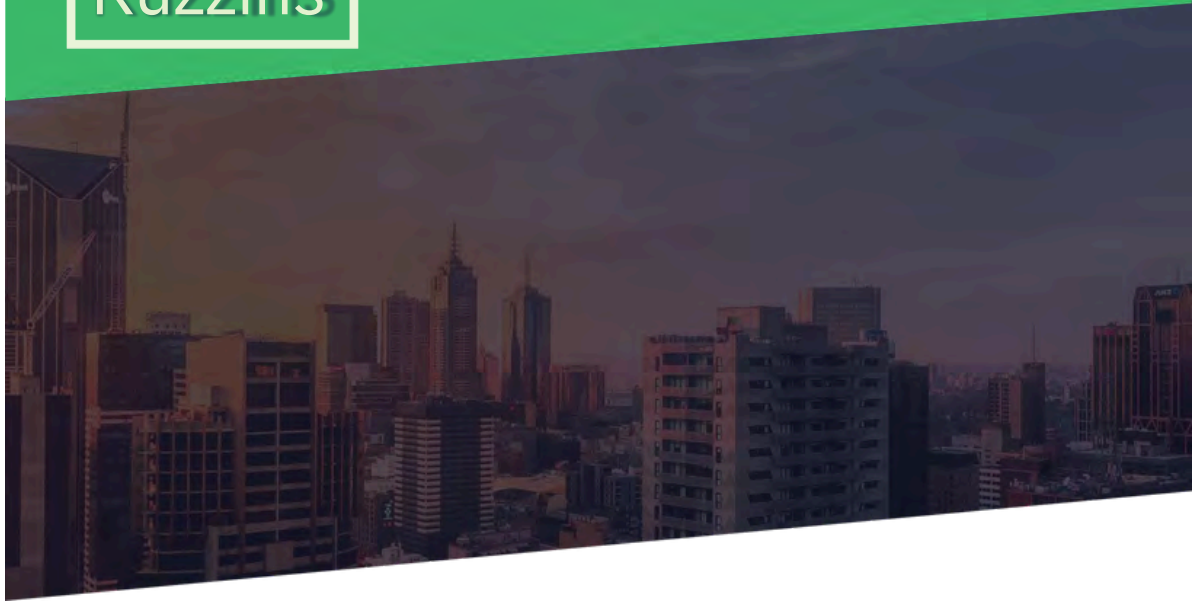
Change orders, if any, will require payment prior to starting. The owner shall neither hire nor retain separate contractors, subcontractors, employees or agents of the owner to perform work on the job site while work is being done.

I confirm that my action here represents my electronic signature and is binding.

Required Owners

Quteria Teague

Kuzzins



To: Ms Quteria Teague

Ref: The Wig Factory. 642 W. Church St. Orlando, FL 32835

Kuzzins Custom Repair Group (KCRG) proposes to provide material and labor to for Repairs at address listed above.

Work to Be Completed includes;

- *Interior build out
- *Electrical
- *Clean and Paint the Ceiling
- *Install flooring
- *Plumbing
- *Mechanical Duct work

Total Cost: \$37,500.00 – Upon Acceptance of this Proposal KCRG requires a 50% Deposit, 25% of the remaining Balance Upon completing the Painting Stage, and the Balance Upon Project Completion

Kam Khabeer
Project Manager

KUZZINS CUSTOM REPAIR
GROUP, LLC

111 North Ave, Suite 800
Orlando, Florida 32801

Phone: 561.283.9418

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Retail Program allows qualifying businesses to be eligible for up to \$150,000 for tenant improvements and \$50,000 for rent expenses for a potential maximum funding amount of \$200,000. Exact funding levels are dependent on program criteria such as location, square footage, and retail classification.

The Wig Factory, LLC, a retail store, has signed a three (3) year lease for the space located at 642 W Church Street, Orlando, Florida 32805. This 800 sq. ft. retail space will offer a variety of wigs, hair care products, and styling services. This entrepreneur brings over eight (8) years of ownership experience in a similar type of retail business to this new venture. The total investment into build-out from the business owner is anticipated to cost approximately \$33,484. The eligible improvements include electrical, ceiling, mechanical systems, plumbing, flooring and interior build out, which qualifies The Wig Factory, LLC for \$20,000 in funding from the CRA. The Wig Factory, LLC also qualifies for up to \$15,129 in rent assistance for the first year of the agreement..

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	<u>\$0</u>	<u>\$0</u>
Operating/Capital	<u>\$35,129</u>	<u>\$0</u>
Total Amount	<u>\$35,129</u>	<u>\$0</u>

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	<u>1250 F</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	<u>EDV/CRA</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	<u>CRA0003 P</u>	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	<u>\$35,129</u>	<u>\$0</u>	<u>\$0</u>

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT made the _____ day of _____, 20_____, by and between the **CITY OF ORLANDO**, a Florida municipality organized and existing under the laws of the State of Florida, hereinafter referred to as (“City”), the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes and **THE WHITING-TURNER CONTRACTING COMPANY** hereinafter referred to as “Construction Manager,” for services in connection with the RFP25-0070 Construction Manager at Risk for Under-I “The Canopy” Project, hereinafter referred to as “Project.”

ARTICLE 1 - THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between him and the City and CRA by this Agreement. He covenants with the City and CRA to furnish his best skill and judgment and to cooperate with the Design-Engineer in furthering the interests of the City and CRA. He agrees to furnish efficient business administration and superintendence and use his best efforts to complete the Project in the best way and in an expeditious and economical manner consistent with the interests of the City and CRA.

Notwithstanding any language in this Agreement to the contrary, no obligations of the Construction Manager hereunder shall be fiduciary, the Construction Manager’s obligations being merely contractual.

1.1 The Construction Team.

The Construction Manager, the City, the CRA, the Engineer, and the Design-Engineer, called the "Construction Team", shall work jointly during design and through construction completion, including the warranty period. The Design-Engineer will provide leadership during the design phase with support from the Construction Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

1.2 Extent of Agreement.

This Agreement between the City, CRA, and the Construction Manager supersedes any prior negotiations, representations or agreements. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are sufficiently complete, and the City, CRA, and the Construction Manager have agreed upon the GMP, an Amendment to the Agreement shall be signed by the City, CRA, and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the City, CRA, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Design-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the City or CRA's Project Manager

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

along with his GMP proposal, while keeping one set for himself and returning one set to the Design-Engineer.

The Contract Documents consist of the documents listed in the Table of Contents, Plans and Specifications, GMP Addendum(s), field orders, Change Orders and Amendments. Unless the City or CRA provides to the contrary, only those forms provided in the Contract Documents shall be used and no modifications or substitutions shall be allowed.

This Agreement may be amended only by written instrument signed by the City, CRA, and Construction Manager.

1.3 Definitions.

Architect-Engineer - The entity that designed the Project and has the rights and authority as assigned in the Contract Documents. Also referred to as “Design Engineer.”

City - The City of Orlando, Florida. Also referred to as “Owner.”

Construction Manager - The entity that has entered into this Agreement for the performance of the work. Also referred to as “Contractor.”

Contract Documents - The documents named in Article 1.2 of the Agreement which constitute the entire agreement between the City and Construction Manager.

Contract Time – The period of time allotted in the Contract Documents, subject to authorized adjustments, for completion of the Work, or specified part thereof.

Cost of the Work – The costs necessarily incurred by the Construction Manager for construction of the Project as set forth in Article 9, exclusive of the Design Phase Fee, General Conditions and Fee.

CRA – The Community Redevelopment Agency of the City of Orlando, an entity created pursuant to Part III of Chapter 163, Florida Statutes.

Day - A calendar day of 24 hours.

Design-Engineer - The entity that designed the Project and has the rights and authority as assigned in the Contract Documents. Also referred to as “Architect Engineer.”

Engineer - The City’s Director of Public Works or his designee, who will perform construction inspection and other duties on behalf of the City or CRA as set forth in the Contract Documents.

Estimate - The Construction Manager's latest estimate of probable Project construction cost.

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

“Fee” - The Construction Manager’s fee for profit and overhead, including but not

limited to home and branch office expenses as well as general expenses as set forth in Article 8.1.3.

Final Completion - The date when the Work is completed, the punch list has been performed, and all submittals including those listed in Article 2.3.12(9) have been transmitted.

General Conditions Fee – The Construction Manager’s fee for General Conditions costs as set forth in Article 8.1.2.

Holidays - Days designated by the City as legal holidays.

Notice to Proceed - The written notice issued by the City or CRA to the Construction Manager authorizing it to proceed with construction of the work and establishing the date of commencement of the Contract time.

Orlando Utilities Commission – is a municipally-owned public utility providing water and electric service to the citizens of Orlando, Florida and portions of adjacent unincorporated areas of Orange County. Also referred to as “OUC.”

Permitting Authority - Agency(ies) having jurisdiction over the Project which may conduct inspections and testing for compliance with applicable codes and permits.

Plans - The Plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed and which are included in the Contract Documents. Also referred to as “Drawings.”

Project - The Project is the total Work to be performed under this Agreement which may be comprised of multiple, individual bid packages.

Project Manager - The person designated by the City or CRA to provide direct interface with the Construction Manager with respect to the City and CRA's responsibilities.

Specifications - Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion - That date when the Work (or a specified part thereof) is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in this Agreement, and the Work can be utilized for the purposes for which it is intended.

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Work - Any and all obligations, duties, services, labor, materials, supplies, equipment, temporary facilities, utilities, incidentals and the furnishing thereof necessary to complete the services and construction required by the Contract Documents.

1.4 City and CRA's Construction Budget.

City and CRA's funds budgeted and requested for construction of the Project. The City and CRA's Construction Budget is \$40,000,000 including all Construction Manager Fees, Cost of the Work and the City's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the City and CRA's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2 - CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management

(1) Master Project Schedule. Upon award of this Contract, the Construction Manager with the assistance of the other members of the Construction Team, shall submit a Master Project Schedule covering the planning and design approvals, construction and City/CRA occupancy of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The master Project schedule shall be produced and updated monthly throughout the Project.

(2) Construction Schedule and Requirements for Overtime Work. Within fourteen (14) days after the date of the City or CRA's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Engineer a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, or the applicable bid package, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds to find the Construction Manager in substantial default and to terminate the Agreement or to withhold any payment.

2.2 Pre-Construction Services; Design and Review and Recommendations.

2.2.1 Review, Recommendations and Warranty.

The Construction Manager shall familiarize himself thoroughly with the plans and specifications and shall follow the development of design from preliminary through final Plans and Specifications. He shall make recommendations with respect to the selection of systems and

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materials, and cost reducing alternatives including assistance to the Design-Engineer and City or CRA in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. He shall furnish pertinent information as to the availability of materials and labor that will be required. He shall submit to the City or CRA and Design-Engineer such comments as may be appropriate concerning construction feasibility and practicality. He shall call to the Project Manager's and the Design- Engineer's attention any apparent defects in the design, drawings and specifications or other documents. He shall prepare an estimate of the construction cost utilizing the unit quantity survey method.

2.2.2 Pre-Construction Services Fee.

The Construction Manager may provide Pre-Construction Services Fee for the lump sum amount not to exceed One Hundred and Five Thousand Dollars (\$105,000.00). The Pre-Construction Services fee may include work done for constructability review, Value engineering, cost estimating, early buyout, conceptual planning, schematic design, design development review and GMP review and negotiation.

2.2.3 Long Lead Procurements.

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Project Manager and the Design-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Design- Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare invitations for bids. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, which are manufacturing or fabricating such items and advise the Project Manager, City, CRA, and Design-Engineer of any problems or prospective delay in delivery.

2.2.4 Separate Contracts Planning.

The Construction Manager shall review the design with the Design-Engineer and make recommendations to the City, CRA, and to the Design-Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City or CRA.

2.2.5 Interfacing.

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate subcontractors.

2.2.6 Job-Site Facilities.

The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager, the City or CRA's representatives, the Engineer, and the Design-Engineer to perform their respective duties in the management and inspection of construction.

Tangible personal property, otherwise referred to as Job-Site facilities, include but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the City or CRA for approval.

When the Construction Manager wishes to supply Job-Site Facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such Job-Site Facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained, subject to City or CRA approval.

2.2.7 Weather Protection.

The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Engineer his recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.

2.3 Construction Phase.

2.3.1 Construction Manager's Staff.

The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors and he shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "A" attached hereto and incorporated herein by reference. He shall not change any of those persons named in Exhibit "A" unless mutually agreed to by the City, CRA,

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and Construction Manager. In such case, the City or CRA shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.3.2 Lines of Authority.

The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this definition to the City or CRA and all other affected parties, including but not limited to, the subcontractors, the Design-Engineer, the Engineer and the City or CRA's representatives, to provide general direction of the Work and progress of the various phases and subcontractors. The City, CRA, the Engineer and Design-Engineer may attend meetings between the Construction Manager and his subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

2.3.3 Schedule and Project Manual Provisions.

The Construction Manager shall provide subcontractors and the City and CRA, its representatives, the Engineer and the Design-Engineer with current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the City and CRA, its representatives, the Engineer and the Design-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control. He shall hold job-site meetings at least once each month with the construction team and at least once each week with the subcontractors and the Engineer's and/or Design-Engineer's Field Representatives, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

2.3.4 Solicitation of Bids.

The Construction Manager will, except as otherwise set forth below, prepare and issue solicitations (i.e. quotes, invitations for bids, requests for proposals, etc.) for all procurements of (i) long lead items, (ii) materials and services, (iii) subcontractor contracts and (iv) site utilities in connection with the construction phase of the Project. The contracts entered into between the Construction Manager and the providers of the items identified in (i) – (iv) of the previous sentence are referred to herein as "Subcontracts." The procurement process for such Subcontracts shall be conducted by the Construction Manager in accordance with the following guidelines.

- 1) Subcontracts that do not exceed \$50,000. Unless waived by the City or CRA, subcontracts not exceeding \$50,000 may be entered into by the Construction Manager with any firm that is qualified to provide the work sought and submits the lowest responsive bid. The Construction Manager shall request at least three (3) firms to submit sealed written

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bids based on written drawings and/or specifications. A tabulation of the results shall be furnished to City or CRA and to each bidding firm. If approved in advance by City or CRA, the Construction Manager and/or any of the proposed subcontractors included in the Construction Manager's Proposal ("Proposed Subcontractors") may submit sealed written bids as well; provided, that the sealed written bids of the Construction Manager and/or its Proposed Subcontractors shall be opened by City or CRA.

2) Subcontracts exceeding \$50,000. Unless waived by the City or CRA, subcontracts exceeding \$50,000 may be entered into by the Construction Manager with the firm that is qualified to provide the work sought and submits the lowest bid. The Construction Manager shall advertise these Subcontracts at least once in the Orlando Sentinel with the last advertisement appearing at least fourteen (14) calendar days prior to the established bid opening time and date. If approved in advance by City or CRA, the Construction Manager and/or any of its Proposed Subcontractors may submit sealed written bids as well; provided, that the sealed written bids of the Construction Manager and/or its Proposed Subcontractors shall be opened by City or CRA.

3) Work performed by Construction Manager. If approved in advance by City or CRA, the Construction Manager and/or the Proposed Subcontractors may perform a portion of the Work for any item listed on the estimate or GMP breakdown where it is economically advantageous to City or CRA or advantageous to the Project schedule. City or CRA may require that the Construction Manager and/or the Proposed Subcontractors submit sealed bids for such Work and that the bids be opened by City or CRA.

2.3.5 Bonds.

In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the City or CRA, a 100% Labor and Material Payment Bond each in an amount not less than the Guaranteed Maximum Price.

To be acceptable as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall be named in the most current listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the U.S. Department of the Treasury.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

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(4) The Surety Company shall have at least an “A-” financial strength rating in accordance with the most current A.M. Best Company ratings.

(5) If the surety on any Bond furnished by the Construction Manager is declared bankrupt or becomes insolvent or if its assets are acquired by regulatory agencies or if liquidation proceedings begin or its license to do business in the state is terminated or it ceases to meet the requirements of the Contract Documents, the Construction Manager shall have seven (7) days to substitute an acceptable surety and provide Performance and Labor and Material Payment Bonds to the City or CRA.

2.3.6 Supervision.

The Construction Manager shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as is necessary to perform the Work in accordance with the Contract Documents. The Construction Manager shall be solely responsible for the means, methods, techniques, and sequences of construction, for providing adequate safety precautions and for coordination of the Work. The Construction Manager shall keep on the Work at all times a project superintendent, who shall be acceptable to the City or CRA. Normal working hours on the site shall be an eight-hour period occurring between the hours beginning at 7:00 a.m. and ending at 3:30 p.m., exclusive of Saturday, Sunday, and holidays.

2.3.7 Safety.

The Construction Manager shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. The Construction Manager shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, to all employees on the Project and

other persons who may be affected thereby; all the work and all materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site, adjacent thereto, or utilized by the Construction Manager, including but not limited to, trees, shrubs, walks, lawns, pavements, roadways, structures, underground facilities and utilities not designated for removal, relocation or replacement in the course of construction. The Construction Manager shall comply with all applicable laws, regulations, ordinances and codes of governmental entities having jurisdiction for the safety of persons and property, and to protect them from damage, injury or loss, including but not limited to, OSHA and the Contract Work Hours and Safety Standards Act, and shall erect and maintain all necessary safeguards for such safety and protection. The Construction Manager shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and complying with all applicable safety requirements. This person shall be the Construction Manager’s superintendent unless otherwise designated in writing.

2.3.8 Quality Control.

The Construction Manager shall develop and maintain a program, acceptable to the City or CRA and the Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the

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requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractors to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and the Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the City or CRA shall be the final judge of performance and acceptability.

2.3.9 Subcontractors Interfacing.

The Construction Manager shall be responsible for all acts and omissions of his subcontractors, suppliers and anyone for whose acts or omissions any of them may be liable. The Construction Manager shall be the single point of interface with all subcontractors and suppliers for the City or CRA and all of its agents and representatives including the Engineer and the Design-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the City or CRA, Engineer and the Design-Engineer of their validity and reasonableness, acting in the City or CRA's best interest prior to requesting approval of each change order from the City or CRA. Before any work is begun on any change order, a written authorization from the City or CRA must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and samples and then forward the same to the Design-Engineer for review and actions. The Design-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings or samples to the affected subcontractor for fabrication or revision. The Design-Engineer's review of shop drawings or samples shall not relieve the Construction Manager from responsibility for any variation from the requirements of the Contract Documents unless the Construction Manager has, in writing, called the Design-Engineer's attention to each such variation at the time of submission, and the Design-Engineer has given written approval of each variation by a specific written notation thereof incorporated therein. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Design-Engineer to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Design-Engineer when timely response is not occurring on any of the above. Nothing in the Contract Documents shall create any contractual relationship between City or CRA or Engineer and any subcontractor, supplier, or other entity having a contractual relationship with Construction Manager, a subcontractor or a supplier, nor shall it create any obligation on the part of City or CRA or Engineer to pay or see to the payment due any subcontractor, supplier or other entity. No subcontractor, supplier, or other entity shall be a third party beneficiary of this Agreement.

2.3.10 Permits.

The Construction Manager shall secure all necessary permits and all necessary utility connection permits, the cost of which will be considered a direct cost item.

2.3.11 Job Site Requirements.

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(1) The Construction Manager shall provide for each of the following activities as a part of his General Conditions Fee:

- (a) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
- (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
- (c) Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
- (d) Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
- (e) Provide a quality control program as developed under Article 2.3.8 herein above.
- (f) Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.

(2) The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

- (a) Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to Contract requirements.
- (b) The printing and distribution of all required bidding documents and shop drawings.

2.3.12 Job Site Administration.

The Construction Manager shall provide, as part of his General Conditions Fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

(1) Job Meeting. Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements. In addition, a regular monthly Project status meeting will be held between the Engineer, Design-Engineer, City or CRA and Construction Manager. Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of

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authority for all to clearly understand. Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

(2) Shop Drawing Submittals/Approvals. Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Design-Engineer of such drawings for action, and closely monitor their submittal and approval process.

(3) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries and checking and follow-up procedures on supplier commitments of all subcontractors.

(4) Payments to Subcontractors. Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

(5) Document Interpretation. Refer all questions for interpretation of the documents prepared by the Design-Engineer to the Design-Engineer through the Engineer.

(6) Reports and Project Site Documents. Record the progress of the Project. Submit written progress reports to the City or CRA, the Engineer, and the Design-Engineer including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the City or CRA, the Design-Engineer and the Engineer.

(7) Subcontractor's Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(8) Substantial Completion. Ascertain when the Work or designated portions thereof are ready for the Engineer's Substantial Completion inspection. Within three (3) days after the Construction Manager gives notice, the City or CRA and Engineer shall conduct a Substantial Completion inspection and the Engineer will issue a punch list of incomplete or unsatisfactory items. From the Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the City or CRA's review. If the Construction Manager wishes the Engineer to conduct a pre-Substantial Completion inspection in conjunction with his own forces, the Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule. The Engineer will issue a certificate of Substantial Completion when the work on his pre-substantial punch list has been accomplished.

(9) Final Completion. Monitor the subcontractor's performance on the completion of the Project and provide notice to the City or CRA and Engineer that the work is ready for final inspection. Secure and transmit to the City or CRA, through the Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, as-built survey certified by a professional land surveyor and maintenance books including the Final Release of Lien and Consent of Surety.

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(10) Start-Up. With the City or CRA's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

(11) Record Drawings. The Construction Manager shall monitor the progress of his own forces and his subcontractors on marked up field prints which are kept on-site, and the Construction Manager shall provide signed and sealed as-built surveys by a professional land surveyor as required by Section 01050 of the Contract Documents.

2.3.13 Administrative Records.

The Construction Manager will maintain at the job site on a current basis, files and records such as, but not limited to, the following:

Contracts or Purchase Orders

Shop Drawing Submittal/Approval Logs

Equipment Purchase/Delivery Logs

Drawings and Specifications with Addenda

Warranties and Guarantees

Labor Costs

Material Costs

Equipment Costs

Cost Proposal Requests

Payment Request Records Meeting Minutes

Cost Estimates

Lab Test Reports

Insurance Certificates and Bonds

Contract Changes

Material Purchase Delivery Logs

Technical Standards

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Design Handbooks

"As-Built" Marked Prints

Operating & Maintenance Instructions

Monthly Progress Reports Correspondence Files

Transmittal Records

Inspection Reports

Bid/Award Information

Bid Analysis and Negotiations

Punch Lists

The Project records shall be available at all times to the City or CRA, Engineer and Design-Engineer for reference or review.

2.3.14 Reserved.

2.3.15 Warranty.

The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in the Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Plans and Specifications. The Construction Manager further agrees to correct all Work found by the City or CRA to be defective in material and workmanship or not in conformance with the drawings and specifications for a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the Plans and Specifications. The Construction Manager shall collect and deliver to the City or CRA any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City or CRA, Engineer and the Design-Engineer, a warranty inspection nine (9) months after the date of Substantial Completion.

2.3.16 Continuing the Work.

The Construction Manager shall carry on the Work and maintain the progress schedule during disputes or disagreements with the City or CRA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City or CRA and Construction Manager may otherwise agree in writing. Suspension of the Work or portion thereof by Construction Manager shall entitle City or CRA to terminate the Agreement for cause, except as otherwise provided in Article 14.

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2.3.17 Physical Conditions.

Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Plans, Specifications, or City or CRA furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial Completion date may be equitably adjusted by Change Order upon a request for Change Order by Construction Manager in accordance with Article 10.2.

2.3.18 Stormwater Pollution Prevention Plan.

The Construction Manager and its subcontractors shall comply with the provisions of the Stormwater Pollution Prevention Plan and amendments thereto, which are a part of the Contract Documents, if applicable for this Project. The Construction Manager and each subcontractor implementing any measure or provision of the Stormwater Pollution Prevention Plan shall sign and date a copy of the following certification statement before conducting any activities at the site:

“I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder.

ARTICLE 3 - CITY OR CRA'S RESPONSIBILITIES

3.1 City or CRA's Information.

The City or CRA shall provide information regarding its requirements for the Project.

3.2 City or CRA's Representative.

The City or CRA shall designate a representative who shall be fully acquainted with the Project and shall define the lines of City or CRA authority to approve Project Construction Budgets and changes in the Project. He shall render decisions promptly and furnish information expeditiously.

3.3 Design and Engineer's Agreement.

The City or CRA shall retain an Design-Engineer for design and to prepare Plans and Specifications for the Project. The Design-Engineer's services, duties and responsibilities are described in the Agreement between the City or CRA and the Design-Engineer, a copy of which will be furnished to the Construction Manager upon request.

3.4 Site Survey and Reports.

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The City or CRA shall furnish for the site of the Project surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, utility locations, and a legal description. In the event the Construction Manager believes that more site information is necessary, he shall so notify the City or CRA promptly so as not to delay progress of the Work.

3.5 Reserved.

3.6 Reserved.

3.7 Plans and Specifications.

The Construction Manager will be furnished a reproducible set of the Plans and Specifications ready for printing.

3.8 Cost of Surveys and Reports.

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City or CRA's expense.

3.9 Project Defect.

If the City or CRA becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, he shall give prompt written notice thereof to the Construction Manager, the Engineer and Design-Engineer.

3.10 Lines of Communication.

The City or CRA, Engineer and Design-Engineer shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.11 Lines of Authority.

The City or CRA shall establish and maintain lines of authority for his personnel and shall provide this definition to the Construction Manager and all other affected parties.

3.12 Permitting and Code Inspections.

The City or CRA recognizes and coordinates with the permitting authorities and expects the Construction Manager to do the same.

ARTICLE 4 - PERMITTING AND INSPECTION

4.1 Code Inspections.

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Construction Manager shall comply with all laws, regulations, ordinances, and codes respecting inspection testing and approval by agencies having jurisdiction. Construction will be inspected for code compliance by inspectors working for the permitting authority.

(1) All projects require detailed code compliance inspections during construction in disciplines determined by the permitting authority.

(a) Inspection personnel will be provided by the permitting authority. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager by the permitting authority.

(b) The Construction Manager shall notify the appropriate inspector(s) in advance as required by the permitting authority that the work is ready for inspection and before the Work is covered. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the permitting authority. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

(c) All inspections shall be made for conformance with the applicable building codes.

(d) Cost for all re-inspections of Work found defective and subsequently repaired shall be borne by the Construction Manager.

(e) Construction Manager shall furnish to the Engineer copies of all certificates of inspection, testing and approval.

(f) Code inspections as described herein shall be in addition to inspection of the Work conducted by Engineer to determine conformance of construction with the Contract Documents.

4.2 City or CRA's Representative.

The Engineer will be the City or CRA's construction inspection representative during the construction of the Work. The Engineer will visit the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer may have representatives on site to assist him, but they do not have the authority to authorize any variation or change in the work or the Contract Documents, or approve any equivalent material or equipment; undertake any of the responsibilities of the Construction Manager, subcontractors, or expedite the work; inspect, advise or issue directions relating to any aspect of the means, methods, techniques, sequences or procedures of construction; inspect, advise, or issue directions as to safety precautions and programs in connection with the work; certify Substantial Completion of the work; and participate in specialized field or laboratory tests unless qualified by an appropriate certifying agency.

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- (1) Communications from City or CRA to Construction Manager shall generally be issued through the Engineer. Communications from Construction Manager to the Design-Engineer and to the City or CRA shall generally be issued through the Engineer, unless provided otherwise herein.
- (2) Construction Manager shall provide Engineer with reasonable advance notice to provide for timely inspection and testing of the work.
- (3) The Engineer will have authority to disapprove or reject work at any time during the construction of the work, which Engineer believes to be defective. Engineer will also have authority to require special inspection or testing of the work, whether the work is fabricated, installed or completed. When Construction Manager has been notified by Engineer of disapproval or rejection of defective Work, Construction Manager shall take immediate action to correct or replace the Work as directed by Engineer.
- (4) The Engineer shall not inspect, advise, or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, nor inspect, advise, or issue directions as to safety precautions and programs in connection with the Work.
- (5) The Engineer or his representatives will attend meetings with the Construction Manager, such as the Preconstruction Conference, Project Meetings and any other Project-related meetings and prepare and circulate copies of minutes thereof.
- (6) The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
- (7) The Engineer will determine the actual quantities of each classification of unit price work. Engineer will review with Construction Manager, Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Engineer's written determination thereon will be final and binding upon Construction Manager unless, within ten (10) days after the date of any such decision, Construction Manager delivers to City or CRA written notice of a claim. (8) The Engineer will not be responsible for the acts and omissions of Construction Manager or of any subcontractor or supplier, or of any other entity performing or furnishing any of the Work.
- (8) The Engineer will not be responsible for the acts and omissions of Construction Manager or of any subcontractor or supplier, or of any other entity performing or furnishing any of the Work.
- (9) The Engineer shall have such further duties as are set forth elsewhere in the Agreement, and in the other Contract Documents.

ARTICLE 5 - SUBCONTRACTS

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5.1 Definition.

A subcontractor is a person or organization who has a Contract with the Construction Manager to perform any of the Work. Subcontractor also means an entity which has a subcontract with a subcontractor to perform any Work. Nothing contained in the Contract Documents shall create any contractual relation between the City or CRA and any subcontractor.

5.2 Proposals.

Subject to Article 9 and, in accordance with Article 2.3.4, the Construction Manager shall request and receive bids from subcontractors and suppliers and will award those contracts to the qualified low bidder after he has reviewed each bid and is satisfied that the subcontractor is qualified to perform the Work.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions.

5.3.1 Subcontractual Relations.

By an appropriate written agreement, the Construction Manager shall require each subcontractor to the extent of the Work to be performed by the subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by these Contract Documents assumes toward the City or CRA, Engineer, and the Design-Engineer. Said agreements shall preserve and protect the rights of the City or CRA, the Engineer and Design-Engineer under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with his subcontractor.

The Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Article 5.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to his subcontractors.

5.3.2 Miscellaneous.

- (1) Workforce. The subcontractor must utilize its own employees to perform the Work unless approved otherwise by the City or CRA and Construction Manager.
- (2) Subcontractor Experience. The subcontractor must have suitable experience with projects of similar size and complexity.
- (3) Supervision. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its

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Work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity or CRA of substantially equivalent level on a similar Project. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his Work.

(4) All subcontracts shall include the following provision:

LIMITATION OF REMEDY - NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or CRA, Engineer or Design-Engineer or attributable to the City or CRA, the Engineer or Design-Engineer and including claims based on negligence, shall be an extension of its contract time.

In the event of a change in the Work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs.

The subcontract shall require that the subcontractor expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claims for increase in the contract price, damages, losses or additional compensation.

b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City or CRA, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions.

The Construction Manager shall be responsible to the City or CRA for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and anyone for whose acts or omissions any of them may be liable.

5.5 Subcontract Copies.

The Construction Manager shall provide a copy of each subcontract, including change orders to the City or CRA.

ARTICLE 6 - SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 The City or CRA and Construction Manager recognize that time is of the essence of the Agreement and Construction Manager recognizes that the City or CRA will suffer financial loss if

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the work is not Substantially Completed by __*, plus any extensions thereof allowed in accordance with Article 10 of the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual delay damages (excluding Design-Engineering fees and Design-Engineer and City or CRA inspection costs) suffered by the City or CRA if the Work is not completed on time. Accordingly, the Construction Manager agrees to pay City or CRA as liquidated damages One Thousand Dollars (**\$1,000**) per day for each day the Construction Manager exceeds the contract time stated above. The Construction Manager shall pay or reimburse, in addition to the liquidated damages specified herein, the City or CRA's expenses for Design- Engineering fees and Design-Engineer and City or CRA inspection costs arising from the Construction Manager's delay in meeting either or both the Substantial and Final Completion dates. The Work shall be finally completed and ready for final payment in accordance with Article 12.2 of the Agreement within fifteen (15) days after the actual date of Substantial Completion, unless agreed to otherwise by both parties in writing.

* [To be negotiated in the GMP Addendum.]

ARTICLE 7 - GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the Plans and Specifications are in the design development phase and are sufficiently complete to establish the scope of Work for the Project or any portion thereof, as generally defined by a design document listing to be provided by the Design-Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing the Specifications and Plan data necessary to establish a Guaranteed Maximum Price, or at such time thereafter designated by the City or CRA, the Construction Manager will establish and submit in writing to the City or CRA for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the City or CRA for the construction Cost of the Work or designated part thereof. However, the actual price paid for the Work by the City or CRA shall be the direct job costs as defined under Article 9, plus the Construction Manager's fees as provided in Article 8, or the GMP, whichever is less, when the Work is complete.

7.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

7.3 The GMP shall include a construction contingency. The City or CRA must approve the Construction Manager's use of the construction contingency and, at the completion of the Work in the bid package.

7.4 At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and Work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the Cost of Work, a GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing the need for expenditures charged to this contingency prior to the release of funds by the City or CRA. Documentation for use of the construction contingency shall be determined by the City or CRA

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and Construction Manager and displayed monthly in the PMIS. The Engineer shall verify the actual costs.

7.5 If bids are received below the applicable line items in the GMP, the surplus will be added to the construction contingency. If bids are received above the applicable line item in the GMP, the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP. If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager, with prior written approval of the City or CRA, may perform that portion of the Work or negotiate for its performance for the specified line item amount or less.

ARTICLE 8 - CONSTRUCTION MANAGER'S FEE

In consideration of the performance of the Contract, the City or CRA agrees to pay the Construction Manager as compensation for his services, fees as set forth in subparagraphs 8.1.1,

8.1.2 and 8.1.3.

8.1.1 General Conditions Fee.

Prior to commencement of the Construction Phase and after City or CRA acceptance of the GMP as set forth in Article 7 and the completion dates as set forth in Article 6, the City or CRA will direct the Construction Manager in writing to proceed into the Construction Phase. The Construction Manager's compensation for expenses incurred during the Construction Phase (hereafter also referred to as "General Conditions") shall be a General Conditions Fee of \$ _____ [to be negotiated in the GMP Addendum] . (However, the City or CRA retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Manager question the need for the employee or employees). The General Conditions Fee shall be paid in ____ * ____ () monthly payments of \$ ____ * ____ each and one final monthly payment of \$ ____ * ____ . The first monthly payment application shall be submitted thirty (30) days following the issuance of the Notice to Proceed by the Project Manager and the final monthly payment shall be paid only when construction of the Project is finally completed, and occupancy of the Project accepted by the City or CRA. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the City or CRA.

(1) Adjustments in General Conditions Fee. For changes in the Project as provided in Article 10, the General Conditions Fee shall be adjusted as follows:

(a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager, subcontractors, or anyone for whom they may be responsible.

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CONSTRUCTION MANAGER'S EXCLUSIVE REMEDY: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the City or CRA, the Engineer or the Design-Engineer, or is attributable to the City or CRA, the Engineer or the Design-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional General Conditions Fees and Fees for the Construction Phase as provided above.

(2) Costs and Expenses Included in General Conditions Fee. The following are included in the Construction Manager's General Conditions Fee for services during the Construction Phase:

- (a) The Construction Manager's job site personnel to be assigned during the Construction Phase, their duties and responsibilities to this Project and the duration of their assignments are shown on Exhibit "A".
- (b) Salaries or other compensation of the Construction Manager's employee at the job site.
- (c) General job site operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
- (d) Those services set forth in Article 2.3.11(1).
- (e) Job site office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
- (f) Minor expenses at the site, such as long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- (g) Costs for trash and debris control and removal from the site.
- (h) Costs for such temporary facilities during construction, as approved by the City or CRA, including temporary water, heat, power, sanitary facilities, and telephones,

* [To be negotiated in the GMP Addendum.]

8.1.2 Contractor's Fee (Overhead and Profit for Construction Phase).

For profit, overhead, including, but not limited to, home and branch office expenses, and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the Construction Phase, the fee shall be percent (%) of the Cost of the Work as defined in Article 9.1 below and shall be paid

proportionally to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the GMP. The balance of the Fee shall be paid upon

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Final Completion of the Project. If construction is authorized only for a part of the Project, the Fee paid shall be proportionate to the amount of work authorized by the City or CRA. The following are included in the Fee:

- (a) Salaries or other compensation of the Construction Manager's employees at his principal office and branch offices.
- (b) General operating expenses related to this Project of the Construction Manager's principal and branch offices.

ARTICLE 9 - COST OF THE WORK

9.1 Definition.

The term Cost of the Work shall mean costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are not included in the General Conditions Fee or Fee. Such costs shall include the items set forth below in this Article. The City or CRA agrees to pay the Construction Manager for the Cost of the Work

as defined herein. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8. However, in no event shall the City or CRA make payment in excess of the GMP.

9.2 Direct Cost Items.

(1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel). The term cost of the work ("Cost of the Work") shall mean costs reasonably incurred by the Construction Manager in the proper performance of the Project. The Cost of the Work shall include only the following:

(a) Wages of direct employees of the Construction Manager performing the Work of the Project at the Site or, with the City or CRA's agreement, at locations off the Site, with City or CRA's prior written consent. Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of his Work under the Agreement, times a multiple of _____ to cover fringe benefits.

(b) Payments properly made by the Construction Manager to the Subcontractors for performance of portions of the Work.

(c) Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated in the Work.

(2) The following shall be excluded from the Cost of the Work:

(a) Compensation for the Construction Manager's personnel stationed at the Construction Manager's principal or branch offices.

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- (b) Overhead and general expenses (i.e., expenses associated with the Construction Manager's principal office).
- (c) Costs of the Construction Manager's General Conditions (i.e., Site-related expenses).
- (d) The cost of the Construction Manager's capital used in the performance of the Work.
- (e) If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- (f) The cost of correcting damaged or defective or non-conforming Work (or any resultant delay to the Contract Time) made necessary because of defective workmanship or defective materials, design errors, or omissions or other causes attributable to the Construction Manager, Subcontractors, Suppliers, or anyone else for the whom they are responsible.

ARTICLE 10 - CHANGE IN THE PROJECT

10.1 Change Orders.

The City or CRA, without invalidating this Agreement, may order changes (hereafter "Change Order") in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP and the Substantial Completion date being adjusted accordingly (hereafter "Change Order"). All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the City or CRA before the change is implemented.

10.1.1 A Change Order is a written order to the Construction Manager signed by the City or CRA issued after the execution of this Agreement, authorizing a change in the Project, the GMP or the Substantial Completion date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work.

10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Design-Engineer, Engineer and City or CRA;
- (2) by unit prices stated in the Agreement or subsequently agreed upon;
- (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Article 10.1.3.

10.1.3 If none of the methods set forth in Article 10.1.2 is agreed upon, the Construction Manager, provided he receives a written order signed by the City or CRA, shall promptly proceed with the

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Work involved. The cost of such Work shall then be determined on the basis of documented time and materials costs and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Engineer will establish an estimated cost of the Work and the Construction Manager shall not perform any Work whose cost exceeds that estimate without prior written approval by the City or CRA. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the City or CRA may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the City or CRA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the City or CRA or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.2 Claims for Additional Cost or Time.

10.2.1 All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

10.2.2 If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or CRA, the Engineer or the Design-Engineer or of any of their employees, or by any changes ordered in the Work or by labor disputes, fire, or unusual delays in transportation, or any causes beyond the Construction Manager's control and without the fault or negligence of Construction Manager, or his subcontractors, suppliers, or anyone for whose acts or omissions any of them may be liable, or by delay authorized in writing by the City or CRA pending resolution of disputes, and such delay extends the completion date, the Substantial Completion date shall be extended by Change Order for such reasonable time as the City or CRA may determine.

10.2.3 Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension. Neither the City or CRA nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project.

The Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial Completion date and not inconsistent with the intent of the Plans and Specifications. Such changes shall be effected in writing and shall be referred to as a "field order". Documentation of changes shall be displayed monthly in the PMIS.

10.4 Emergencies.

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In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. The Construction Manager shall give notice to City or CRA and Engineer as promptly after taking action as possible. Any

increase in the Guaranteed Maximum Price or extension of time claimed by the Construction.

Manager on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11 - DISCOUNTS AND PENALTIES

11.1 All discounts for prompt payment shall accrue to the City or CRA to the extent the Cost of the Work is paid directly by the City or CRA or from a fund made available by the City or CRA to the Construction Manager for such payments. To the extent the Cost of the Work items are paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work. All penalties incurred due to fault of the Construction Manager for late payment will be paid by the Construction Manager and shall not be considered a Cost of the Work.

ARTICLE 12 - PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements.

The Construction Manager shall submit to the City or CRA a statement, sworn to if required, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Work performed during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Application for Payment form included in the Contract Documents. Ten percent (10%) retainage shall be held on all payments until completion of fifty percent (50%) of the Work, which for purposes of this Article shall be defined as the point when the City or CRA has paid the Contractor fifty percent (50%) of the Guaranteed Maximum Price, including approved Change Orders. Upon fifty percent (50%) completion of the Work, the City or CRA shall withhold five percent (5%) retainage on payments to the Construction Manager. Upon fifty percent (50%) completion of the Work, the Construction Manager may request the City or CRA to reduce withheld retainage from ten percent (10%) to five percent (5%). The City or CRA will reduce retainage pursuant to this request unless the City or CRA has grounds for withholding the payment of retainage, such as a good faith dispute, a claim brought pursuant to §255.05, Florida Statutes, or otherwise a claim or demand by the City or CRA or Contractor. Retainage shall not be withheld on services or fees set forth in Article 8.

12.2 Final Payment.

Final Payment constituting the unpaid balance of the Cost of the Work and the Construction Manager's fees, shall be due and payable after the City or CRA has accepted occupancy of the Project, provided that the Project be then finally completed, that the Construction Manager has

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verified by its signature that it has completed all items required by the Contract Documents, and that this Agreement has been finally performed. Final Payment shall constitute a waiver of any and all claims by Construction Manager against the City or CRA, Engineer and Design-Engineer.

12.3 Payments to Subcontractors.

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the City or CRA, pay all the amount due subcontractors, less a retainage equal to the retainage withheld from the Construction Manager. The Construction Manager shall submit weekly and require the subcontractors at all tiers to submit weekly, certified payrolls on the City or CRA's designated electronic on-line payroll tracking system. An Application for Payment including the final Application for Payment shall not be considered a complete and proper invoice until complete and accurate certified payrolls for the Construction Manager and subcontractors at all tiers have been submitted electronically for all Work performed by them included in the Application for Payment. Before issuance of final payment, the subcontractors shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, final lien waivers and releases have been given, and instruction for the City or CRA's operating, and maintenance personnel is complete. Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the Final Completion of the Project but only upon approval of the City or CRA.

12.4 Payments for Materials and Equipment.

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the City or CRA on each occasion.

12.5 Withholding Payments to Subcontractors.

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the City or CRA shall have the right to demand the return of such monies to the City or CRA, adjusting pay requests and Project bookkeeping as required.

12.6 Construction Manager's Payment Rights.

Within twenty (20) business days of receipt of an Application for Payment with required attachments, the Engineer will either make a recommendation to the City or CRA of payment or return the application to Construction Manager indicating in writing the reasons for not recommending payment. If the payment application is returned to the Construction Manager, the Construction Manager shall make all necessary corrections promptly and re-submit the Application for Payment to the Engineer for review, which if all corrections are made, such application will be paid no later than ten (10) business days after receipt. If the Construction Manager disputes the Engineer's decision as set forth below, the Engineer may recommend the portion of the Application for Payment not in dispute for payment by City or CRA.

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If the Construction Manager disputes the Engineer's refusal to recommend payment of an Application for Payment or a final Application for Payment (including the Engineer's refusal to recommend payment of a corrected application for payment or final Application for Payment), the Construction Manager shall, within seven (7) days of receipt of the Engineer's notice of refusal, give City or CRA written notice of its dispute of the Engineer's determination. The Construction Manager's notice shall state with specificity or CRA the nature of the dispute and shall provide supporting documentation and information demonstrating the validity of the Construction Manager's claim. The City or CRA's Chief Administrative Officer or designee will review the claim and the Engineer's response thereto, at his/her option meet with the Construction Manager and/or Engineer to discuss the dispute and shall provide the Construction Manager and Engineer with his/her determination of the validity of the Construction Manager's claim, which shall constitute final action on behalf of the City or CRA. The review of the claim shall be commenced no later than forty-five (45) days after the date on which the payment request, as defined in §218.72 *Florida Statutes*, was received by the Engineer and shall be concluded by final decision of the City or CRA no later than sixty (60) days after the date on which the payment request, as defined in §218.72 *Florida Statutes*, was received.

ARTICLE 13 - INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity.

13.1.1 The Construction Manager shall indemnify and hold harmless the City or CRA, its officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of the Agreement.

13.2 Loss Deductible Clause.

The City or CRA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.

13.3 Construction Manager's Insurance.

(1) The Construction Manager shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance, and such insurance has been approved by the City or CRA, nor shall the Construction Manager allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

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(2) Worker's Compensation and Employer's Liability Insurance.

The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation insurance for all his employees connected with the work of this Project and the Construction Manager shall require the subcontractors similarly to provide Worker's Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous Work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City or CRA, for the protection of employees not otherwise protected. Such Worker's Compensation policy shall be endorsed to waive subrogation rights against the City or CRA. The Construction Manager shall take out and maintain during the life of this Agreement Employer's Liability insurance in an amount not less than \$500,000 for each employee and each accident or disease.

(3) Construction Manager's General Liability and Property Damage Insurance. The Construction Manager shall take out and maintain during the life of this Agreement General Liability and Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be in minimum limits as follows:

- | | | |
|-----|---|--|
| (a) | Construction Manager's
Occurrence, General Liability Coverages, Bodily Injury
& Property Damage | \$1,000,000 Each
Combined Single
Limit |
| (b) | Automobile Liability Coverages,
Occurrence, Bodily Injury & Property Damage | \$1,000,000 Each
Combined Single Limit |

Insurance shall be amended to provide coverage on an occurrence basis. The City or CRA, Engineer and Design-Engineer shall be included by endorsement as additional insureds.

(4) Subcontractors' General Liability and Property Damage Insurance.

The Construction Manager shall require each of his subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above. The coverage limits may be less than those stated above.

(5) Contractual Liability. The Construction Manager's General Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this

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Agreement.

(6) Certificate of Insurance. The City or CRA shall be furnished proof of coverage of insurance as follows:

Certificate of Insurance form will be furnished to the City or CRA along with the executed Contract Documents. These shall be completed and signed by the authorized resident agent of the insurance company. This Certificate shall be dated and show:

(1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

(2) Statement that the Insurer will mail notice to the City or CRA at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

(3) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Article 13.

13.4 Waiver of Subrogation.

13.4.1 The City or CRA and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.3 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the City or CRA and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors at all tiers.

13.4.2 The City or CRA and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors at all tiers.

13.4.3 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14 - SUSPENSION AND TERMINATION OF THE AGREEMENT AND CITY OR CRA'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATIONS

14.1. Termination by the Construction Manager.

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If the Project is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, his employees, agents or subcontractors, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager for the City or CRA's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City or CRA, terminate the Agreement and request payment for all Work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including termination expenses incurred by the Construction Manager, but excluding lost profit and overhead for the remainder of the Work.

14.2. City or CRA's Right to Perform Construction Manager's Obligations and Termination by City or CRA for Cause.

14.2.1. If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform Work with his own forces, the City or CRA may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Work, whichever is less, shall be reduced by the cost to the City or CRA of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

14.2.2. If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or if he disregards the authority of the Engineer, or otherwise substantially violates a provision of the Agreement, then the City or CRA may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the Agreement and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City or CRA may be deducted from any payments left owing the Construction Manager.

- 14.2.3. Notwithstanding the above notice periods, in the event of an emergency, the City or CRA may take over the site and perform any or all of the activities set out above immediately. The City or CRA shall provide notice of such takeover within twenty-four (24) hours after its occurrence.

14.3. Termination by City or CRA without Cause.

- 14.3.1. After the commencement of the Construction Phase, if the City or CRA terminates this Agreement other than pursuant to Article 14.2(2), it shall reimburse the Construction Manager for any unpaid Cost of the Work due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Work at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the City or CRA's Construction Budget. The City or CRA shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the City or CRA, for any equipment retained.
- 14.3.2. Prior to commencement of the Construction Phase, the City or CRA may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8.1.
- 14.3.3. If, after City or CRA terminates the Agreement for cause, it is determined that Construction Manager was not in default, the termination shall be deemed to have been for the convenience of the City or CRA. In such event, the Construction Manager may recover from City or CRA payment in accordance with Article 14.3.

14.4. City or CRA May Stop Work.

If the work is defective and the Construction Manager has been notified by the City or CRA or Engineer, or if Construction Manager fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or if Construction Manager fails to supply sufficient supervisory personnel or skilled or suitable materials or equipment, or if Construction Manager fails to obtain, maintain or renew insurance or bonds

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

in compliance with the Contract Documents, or if any insurance company or surety of the Construction Manager declares bankruptcy or is declared bankrupt or becomes insolvent, or if Construction Manager's prosecution of the Work endangers persons or property, City or CRA or Engineer may order Construction Manager to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the City or CRA to stop the Work shall not give rise to any duty on the part of City or CRA or Engineer to exercise this right for the benefit of the Construction Manager or any other party. The Construction Manager shall bear all direct, indirect and consequential costs of such order to stop the Work and shall not be entitled to any extension of the construction completion date or increase in the GMP.

14.5. Suspension for Convenience.

Without invalidating the Agreement, City or CRA may at any time order Construction Manager in writing to stop, delay or interrupt the Work for such a period of time as the City or CRA may deem appropriate. Upon receipt of that order, the Construction Manager shall immediately proceed in accordance with any specific instructions, protect the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension of Work. If any suspension of Work causes an increase or decrease in cost or time required to complete the Project, the Guaranteed Maximum Price and the Substantial Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

ARTICLE 15 - ASSIGNMENT

15.1 Neither the City or CRA nor the Construction Manager shall assign its respective interests in this Agreement without the written consent of the other and any proposed assignment without such written consent shall be null and void.

ARTICLE 16 – NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

16.1 The City or CRA's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in Contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City or CRA of the costs, damages or losses because of changed conditions under which the Work is to be performed, or for additional Work, shall be governed by the following provisions:

(1) All claims must be submitted as a Request for Change Order in the manner as provided herein;

(2) The Construction Manager must submit a notice of claim in writing to the Engineer within ten (10) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim;

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

(3) Within ten (10) days of submitting its notice of claim, the Construction Manager shall submit to the Engineer its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected; and

(4) The Construction Manager agrees that the City or CRA shall not be liable for any claim that the Construction Manager fails to submit as provided in this Article 16.

16.2 After receipt of a Request for Change Order, the City or CRA, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim. The City or CRA's written decision shall be final agency action.

16.3 In addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or CRA, Engineer or the Design-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time and for an addition to the General Conditions Fee as set forth in Article 8.1.2(1)(b). In the event of a change in such Work, the Construction Manager's claim for adjustments in the GMP are limited exclusively to its actual costs for such changes plus five percent (5%) for profit. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such Work, and eliminate any other remedies for claim for increase in the GMP, delays, changes in the Work, damages, losses or additional compensation.

ARTICLE 17 –INITIATIVES

17.1 Contracting and Construction Initiatives.

17.1.1 Contracting Obligations.

The Construction Manager shall:

(i) use good faith efforts to comply with the requirements of Chapter 57 of the City's Code of Ordinances in connection with the performance of services and Work on the Project, including: (a) meet the City's goal that eighteen percent (18%) of the aggregate monetary value of the Agreement be awarded to MBE and six percent (6%) of the aggregate monetary value of the Agreement be awarded to WBE, and (b) achieve aggregate group employment levels for minorities and women employed by the Construction Manager (and all Subcontractors at all tiers) of eighteen percent (18%) and six percent (6%), respectively;

(ii) comply and require the subcontractors to comply with the City's Living Wage Policy set forth in Section 161.3(4)(E) of the City's Policies and Procedures in effect as of the date of the Agreement (the "City Policies") with respect to the construction of the Project;

(iii) comply and require all subcontractors at all tiers, to comply with the

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

City's Construction Policy for Public Works Department construction agreements set forth in Section 161.3(4)(F)(7)(b) of the City Policies in the construction of the Project, by paying workers on the construction of the Project an hourly wage, based on classification, for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5), and to provide said workers with health benefits in the manner established by such Section 161.3(4)(F)(7)(b) of the City Policies; and

(iv) The Construction Manager shall require that all contracts between the subcontractors and subcontractors at all tiers be in writing. The Construction Manager shall include language in its written agreements with subcontractors requiring compliance by subcontractors of all tiers with the requirements of this Article to the extent that such requirements are applicable to such subcontractors.

17.1.2 Third Party Beneficiaries.

There shall be no third party beneficiaries of the Minority Business Enterprise or Women- Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and Agreement terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Agreement.

17.1.3 No Discrimination.

Firms must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, sexual orientation, age, or disability.

ARTICLE 18 - MISCELLANEOUS

18.1 Interest.

Any monies not paid when due to either party under this Contract shall bear interest at the rate of one percent (1%) simple interest per month.

18.2 Harmony.

Construction Manager will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and its subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by construction managers now or hereafter on the site of the Project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Construction Manager provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.3 Rights Cumulative; No Waiver.

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

18.4 Invoices Submitted Under Article 12.

Invoices submitted under Article 12 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in the City or CRA's Policy and Procedures Manual.

18.5 Venue; Applicable Laws.

This Agreement shall be governed in all respects by the laws of the State of Florida. The exclusive venue for the resolution of any litigation arising out of this Agreement shall be the courts of Orange County, Florida.

18.6 Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights are not materially prejudiced, and if the intentions of the parties can continue to be effectuated to that end, this Agreement is declared severable.

18.7 Advertising.

No advertising shall be permitted upon any part of the site or structures located upon the site without the prior approval of the City or CRA.

18.8 Recovery of Damages.

In no event shall the Construction Manager be entitled to recover from City or CRA any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or the breach thereof.

18.9 Florida Timber.

Pursuant to Section 255 of the Florida Statutes, lumber, timber, and other forest products specified in the Contract Documents shall be produced and manufactured in Florida

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

whenever such products are available, provided that price, fitness and quality are equal to other available products.

18.10 Public Entity Crime.

Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the City or CRA, nor be allowed to enter into a subcontract for work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Project was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any Contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation.

18.11 Notices.

All notices denominated as such by this Agreement, or the City or CRA Code, or Florida law, required to be given to the Construction Manager hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

All notices required to be given to the City or CRA shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to the City or CRA:

CITY OF ORLANDO, City Hall
Public Works Director
400 South Orange
Avenue Orlando,
Florida 32801

18.12 Captions and Headings.

Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

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ARTICLE 19 – RECORDS RETENTION AND AUDIT

19.1 Records and Reports Retention.

The Construction Manager shall maintain, and shall require by written agreement the subcontractors at all tiers to maintain, all information, materials and data of every kind and character related to the Project and this Agreement, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, reports, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters reasonably requested by the City or CRA, pertaining to any matters, rights, duties or obligations under or covered by any contract document related to the Project or this Agreement (together, “Records and Reports”). All Records and Reports shall be retained for a period of five (5) full years. If any litigation, claim or audit is commenced prior to the expiration of the foregoing five (5) year period, the affected or related Records and Reports shall be maintained until all litigation, claims or audit findings involving the Records and Reports have been resolved.

19.2 Audit.

The City or CRA shall have full access in a timely manner during regular business hours, for inspection, review and audit, to all Records and Reports. Such Records and Reports shall be made available at the local place of business or at another local location upon reasonable notice to the City or CRA. The City or CRA shall have reasonable access to the facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the performance of the Agreement or subcontract, as applicable, and shall have adequate and appropriate work space in order to conduct audits. Records and Reports subject to audit shall also the evaluation and verification of: (i) compliance with contract requirements of this Agreement; (ii) compliance with provisions of this Agreement for pricing Change Orders; (iii) compliance with provisions of this Agreement for pricing Applications for Payment; (iv) compliance with provisions of this Agreement regarding pricing of claims submitted by the Construction Manager or the subcontractors at all tiers or their payees; or (v) compliance with applicable laws or ordinances.

19.3 Inclusion in Subcontracts

Construction Manager shall include written provisions in its subcontracts and shall require the subcontractors to include written provisions in all of their subcontracts at all tiers, mandating compliance and timely cooperation with the record retention and audit provisions set forth in Articles 19.1 and 19.2 above.

19.4 Human Trafficking Affidavit

Construction Manager hereby represents, warrants, and certifies that Construction Manager does not use coercion for labor or services as defined in Section 787.06, Florida Statutes

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

and that Construction Manager has provided the Human Trafficking Affidavit attached hereto as Attachment "1".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF ORLANDO

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: _____, 2025

APPROVED AS TO FORM AND
LEGALITY, for the use and reliance of the
City of Orlando, only.

Date: _____, 2025

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2025

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community
Redevelopment Agency of the City of
Orlando, only.

Date: _____, 2025

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

CONTRACTOR:
THE WHITING-TURNER CONTRACTING COMPANY

By: _____

Name, Typed or Printed

Date: _____, 2025

WITNESS:

(CORPORATE SEAL)

(Print or Type
Name)

STATE OF FLORIDA}

COUNTY OF ORANGE}

PERSONALLY APPEARED before me, the undersigned
authority,
_____, [] well known to me or [] who has produced his/her _____
as identification, and known by me to be the _____ of the corporation
named above, and acknowledged before me that he/she executed the foregoing instrument on
behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires:

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT A

CONSTRUCTION MANAGER'S PERSONNEL

ON-SITE SUPPORT STAFF

Individual

Title

Duties

Name and resume of individual to be assigned must be submitted to the City or CRA for its approval prior to assigning individual to Project.

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT B **GMP Format**

FOR INFORMATION PURPOSES – TO BE USED LATER IN NEGOTIATIONS STAGE

EXHIBIT B			
Project:	Example Format for Under-I Canopy Project GMP		Date:
		Project Number:	
CMAR Project Manager	City or CRA of Orlando Project Manager		
Estimator:			
DIVISION	ITEM		Cost
Example of Ordering system - the CMAR is free to use their own numbering system	Potential Construction Items - they do not have to be organized this way - this is one example based upon a previous City or CRA project		
01-014-51	TESTING LAB SERVICES		
01-019-01	TERMITE TREATMENT		
02-020-50	SITEWORK COMPLETE		
02-022-21	BUILDING DEMOLITION		
02-028-22	FENCING & GATES		
02-029-01	LANDSCAPE AND IRRIGATION		
03-033-10	STRUCTURAL CONCRETE		
03-034-01	PRECAST CONCRETE		
04-040-01	MASONRY		
05-051-01	STRUCTURAL STEEL		
05-054-25	PRE-ENGINEERED METAL TRUSSES		
05-055-01	MISC. METALS		
06-061-01	ROUGH CARPENTRY		
06-062-01	FINISH CARPENTRY		
06-064-01	MILLWORK		
07-071-01	DAMPROOFING AND CAULKING		
07-072-14	INSULATION		
07-073-01	ROOFING AND SHEET METAL		
08-082-01	DOORS, FRAMES & HARDWARE		
08-083-60	OVERHEAD DOOR		
08-088-01	GLASS AND GLAZING		

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09-092-01	METAL FRAMING & DRYWALL	
09-092-21	STUCCO & EIFS	
09-095-10	ACOUSTICAL TREATMENT	
09-096-01	FLOORING	
09-099-01	PAINTING AND WALLCOVERING	
10-101-01	SPECIALTIES	

	10-104-40	SIGNAGE	
	10-105-31	AWNINGS & CANOPIES	
	11-110-01	EQUIPMENT	
	11-400-01	KITCHEN EQUIPMENT	
	12-124-01	FURNISHINGS	
	13-130-01	SCREEN	
	14-142-10	CONVEYING SYSTEMS	
	15-154-01	PLUMBING	
	15-155-01	FIRE PROTECTION	
	15-157-01	H.V.A.C.	
	16-160-01	ELECTRICAL	
		Hard Construction Total (Bids)	\$ -
	50-500-50	Project Contingency / Discussed and established between the City or CRA and the CMAR at the conclusion of the Phase I contract (Pre-	Agreed upon dollar amount
A		SUBTOTAL: Hard Construction Total + Project Contingency	Hard Construction Total (This is the amount that is factored by the CMAR Fee below)
B	60-600-99	CMAR's FEE as provided as part of the Procurement process. The Subtotal Hard Construction Cost Total is Fee'd Up by the CMAR Fee	CMAR dollar amount (Y% * Hard Construction Cost - Item A). This is not a LS item. Design Build Fee is applied to actual costs and amount of Project Contingency incurred.
C	70-706-11	PERFORMANCE/PAYMENT BOND	
D		Builders Risk Insurance	
E	90-908-01	A & E professional service fees	
F		Bonds - Subcontractors	
G	01-013-01	PROJECT SUPERVISION (CMAR)	

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H	01-015-01	GENERAL CONDITIONS (CMAR)		
I	80-808-25	Permits for City or CRA of Orlando and any other applicable permits (amount estimated)		
		CMAR'S GMP		This is the sum of Items A through I

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Attachment “1” Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando and the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City and CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____
Authorized Signature: _____ **Date:** _____
Printed Name: _____
Title: _____

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: The Whiting-Turner Contracting Company for RFP25-0070, Construction Manager at Risk for Under-I "The Canopy Project"

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$	\$
Operating/Capital	\$105,000	\$0
Total Amount	\$105,000	\$0

Comments (optional):

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	(enter text here)	(enter text here)
Department /Division	CRA	(enter text here)	(enter text here)
Cost Center/Project/Grant	CRA0019 P	(enter text here)	(enter text here)
Total Amount	\$105,000	\$0	\$0

DTO Restaurant Program Funding Agreement
Turrio, L.L.C. d/b/a Acropolis Greek Taverna Orlando

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and Turrio, L.L.C., a Florida limited liability company d/b/a Acropolis Greek Taverna Orlando (hereinafter referred to as “Grantee”), whose address is 1720 E. 15th Avenue, Tampa, Florida, 33605 (hereinafter jointly referred to as “the Parties”).

WITNESSETH

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 the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, this Program is intended to attract quality restaurateurs and to achieve high-quality interior buildout of restaurants within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee’s operation of a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“Improvements”) that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Forty-Nine Thousand Three Hundred Dollars and 50/100 Dollars (\$49,300.50) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 390 N. Orange Avenue, Orlando, Florida 32801 as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of Fifty Thousand Dollars (\$50,000.00) for rent abatement.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction of the Improvements was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA’s receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline"). Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has granted, at his or her discretion, the Grantee an extension of time prior to the expiration of the Project Completion Deadline.

7. Records and Reporting.

- a. The 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 audit by the CRA staff during regular business hours.
- b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The 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. This part is not intended to preclude the

City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and

- b. Grantee shall operate a full-service restaurant open a minimum of 10 hours daily, serving breakfast, lunch and dinner, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee;
- b. The Grantee's abandonment of the Property for any reason;
- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above;
- d. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- e. The Grantee or the Property incurs a code enforcement lien; or
- f. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, 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. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of, resulting from, or related to the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the 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.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. 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.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. Acknowledgment. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

20. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

21. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

23. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

24. No Liability or Monetary Remedy. The 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 the 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.

25. 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 Grantee, or any portion thereof.

26. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The 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. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

27. 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.

28. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

a. If to the CRA:	Community Redevelopment Agency Orlando City Hall 400 S. Orange Avenue Orlando, Florida 32801 (with a copy to City Attorney's Office)
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b. If to the Grantee:	Turrio, L.L.C. Attn: Michael Mikula, Member 1907 E. 5 th Avenue Tampa, Florida 33605
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29. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

30. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

32. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

33. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

34. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

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

[SIGNATURES ON THE NEXT PAGES]

**TURRIO, L.L.C. D/B/A ACROPOLIS
GREEK TAVERNA ORLANDO**

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2025, who is the _____ of Turrio, L.L.C. d/b/a Acropolis Greek Taverna Orlando, who is the Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2025

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating, government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

F. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (for example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Program Manager will coordinate a meeting of the Default Committee. The Program Manager will send a letter to the restaurant owner notifying him/her of the date and time of the meeting.

L. Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the restaurant owner. The Default Committee is comprised of the following officials or their designees:

- Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

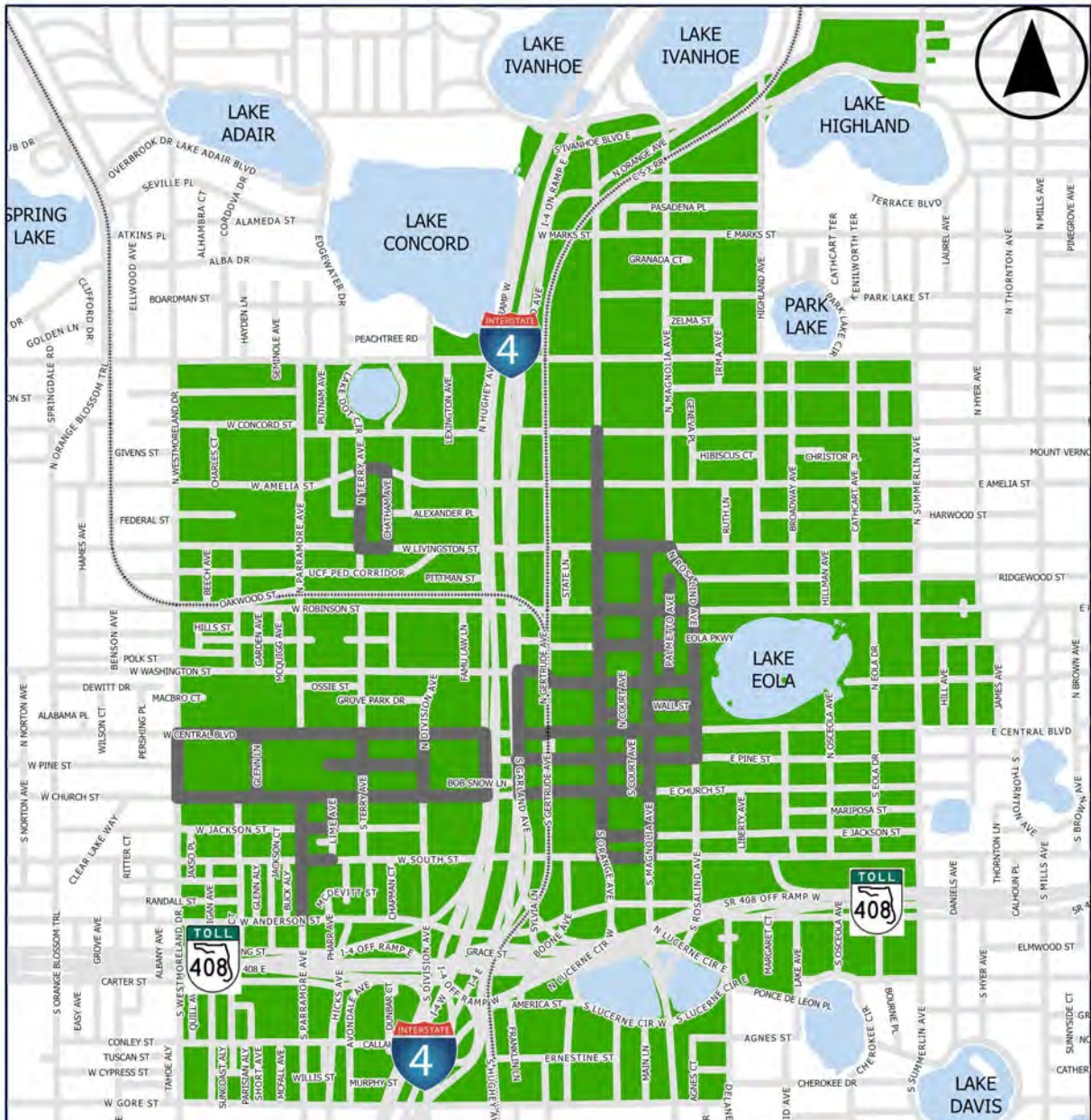
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the restaurant owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the restaurant owner and the CRA. The Executive Director shall present the settlement agreement to the CRA for approval. If the restaurant owner defaults on the terms of the settlement agreement, the Manager will coordinate a meeting of the Default Committee to determine further action.

If the restaurant owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.



DTO Restaurant & Retail Programs

-  Focus Area Right-of-ways*
-  DTO Restaurant
DTO Retail

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

390 N. Orange Ave. Orlando, FL. 32801

The parcel address is 390 N. Orange Ave.

Parcel ID: 262229226300020

Improvements include:

Interior Electrical: New wiring, move outlets, install receptacles and interior lighting	\$28,290.00
Interior Plumbing: Repair and replace bathroom fixtures and drink machine lines	\$4,713
Life Safety repairs and upgrades	\$14,800.00
New tile flooring in seating area	\$13,600.00
Repair, replace and install new drywall	\$4,576.00
Carpentry	\$25,300.00
Ceiling replacement	\$10,442.00
Countertops	\$16,450.00
Masonry (wall tile)	\$13,039.00
New awning and signage	\$25,000.00
Kitchen Equipment (repair and replacement)	\$27,425.00
Total Lowest Bid Price	\$183,635.00

Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: The DTO Restaurant Program allows qualifying businesses to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Turrio, LLC, dba Acropolis Greek Taverna Orlando, has signed a ten (10) year lease for the space located at 390 N. Orange Avenue, Suite 110, Orlando, Florida 32801. This 5,332 sq. ft. restaurant space will be full-service with approximately two hundred and eleven (211) seats. This restaurateur brings five (5) years of restaurant ownership and operations experience to this new venture, including 1 existing location in Tampa. The overall build-out of the restaurant is expected to cost \$400,000. Turrio, LLC qualifies for funding in the amount of \$49,300.50 for tenant improvements. Funding received would be used for build-out expenses including electrical, plumbing, life safety, carpentry, drywall, ceiling, flooring, masonry, awnings and signage, countertops, and kitchen equipment. Turrio, LLC also qualifies for up to \$50,000 in rent assistance for the first year of the agreement.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$99,300.50	\$0
Total Amount	\$99,300.50	\$0

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	(enter text here)	(enter text here)
Department /Division	EDV/CRA	(enter text here)	(enter text here)
Cost Center/Project/Grant	CRA0003 P	(enter text here)	(enter text here)
Total Amount	\$99,300.50	\$0	\$0

DTO Restaurant Program Funding Agreement

Buffalo Boss Orlando, LLC

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and Buffalo Boss Orlando LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), whose address is 333 N. Orange Avenue, Orlando, Florida, 32801 (hereinafter jointly referred to as “the Parties”).

WITNESSETH

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 the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, this Program is intended to attract quality restaurateurs and to achieve high-quality interior buildout of restaurants within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee’s operation of a non-full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“Improvements”) that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Thirty-Nine Thousand Two Hundred Fifty-Seven and 20/100 Dollars (\$39,257.20) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 333 N. Orange Avenue, Orlando, Florida 32801 as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of Fifty Thousand Dollars (\$50,000.00) for rent abatement.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction of the Improvements was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA’s receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline"). Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has granted, at his or her discretion, the Grantee an extension of time prior to the expiration of the Project Completion Deadline.

7. Records and Reporting.

- a. The 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 audit by the CRA staff during regular business hours.
- b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The 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. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and

- b. Grantee shall operate a non-full-service restaurant open a minimum of 12 hours daily, serving lunch and dinner, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee;
- b. The Grantee's abandonment of the Property for any reason;
- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above;
- d. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- e. The Grantee or the Property incurs a code enforcement lien; or
- f. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, 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. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of, resulting from, or related to the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the 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.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. 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.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. Acknowledgment. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

20. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

21. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

23. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

24. No Liability or Monetary Remedy. The 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 the 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.

25. 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 Grantee, or any portion thereof.

26. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The 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. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

27. 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.

28. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

a. If to the CRA:	Community Redevelopment Agency Orlando City Hall 400 S. Orange Avenue Orlando, Florida 32801 (with a copy to City Attorney's Office)
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b. If to the Grantee:	Buffalo Boss Orlando, LLC 3050 Dyer Boulevard Kissimmee, Florida 34741
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29. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

30. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

32. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

33. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

34. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

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

[SIGNATURES ON THE NEXT PAGES]

Buffalo Boss Orlando, LLC

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2025, who is the _____ of Buffalo Boss Orlando, LLC, who is the Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2025

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating, government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

F. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (for example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Program Manager will coordinate a meeting of the Default Committee. The Program Manager will send a letter to the restaurant owner notifying him/her of the date and time of the meeting.

L. Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the restaurant owner. The Default Committee is comprised of the following officials or their designees:

- Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

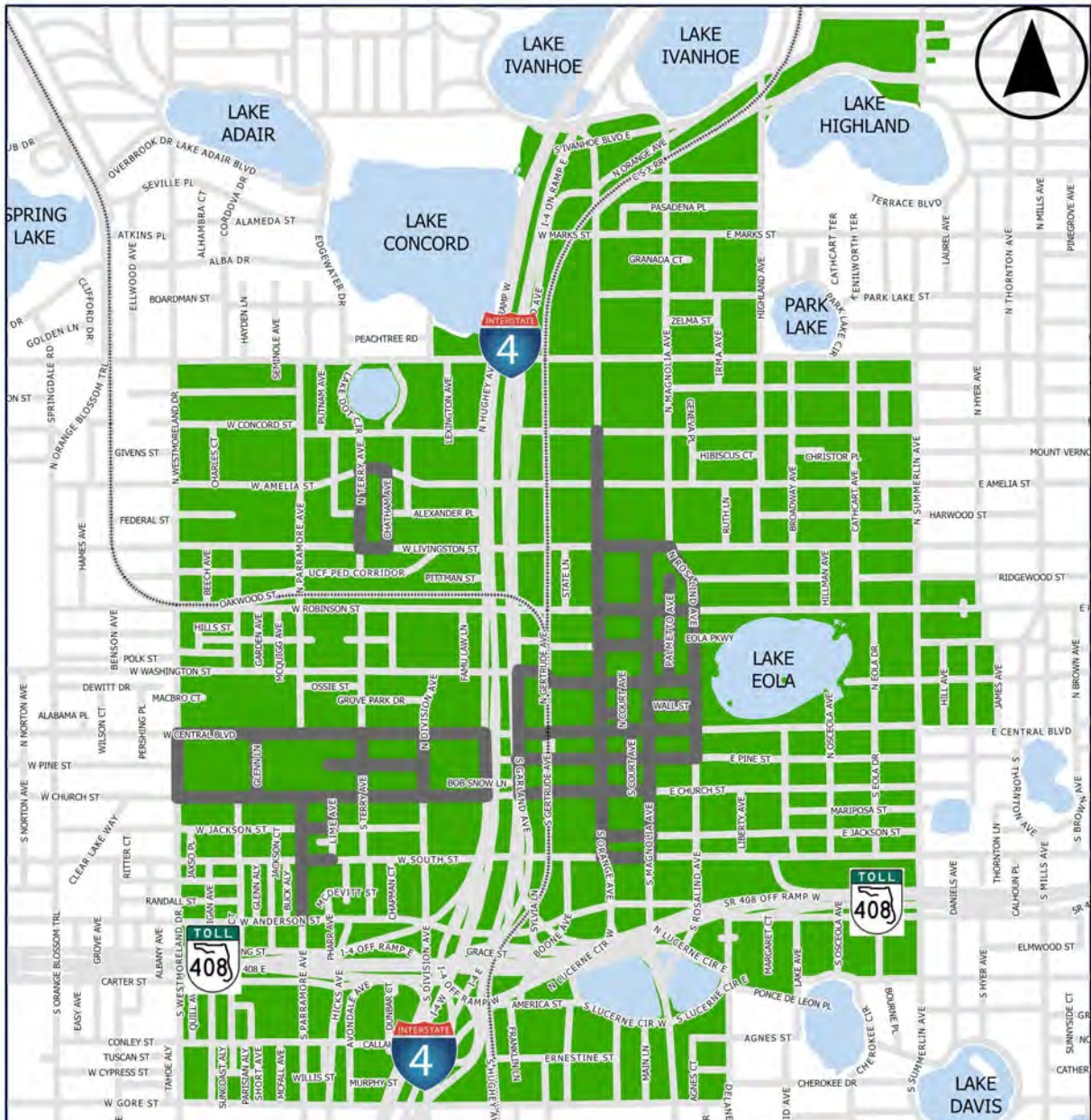
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the restaurant owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the restaurant owner and the CRA. The Executive Director shall present the settlement agreement to the CRA for approval. If the restaurant owner defaults on the terms of the settlement agreement, the Manager will coordinate a meeting of the Default Committee to determine further action.

If the restaurant owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.



DTO Restaurant & Retail Programs

- Focus Area Right-of-ways*
- DTO Restaurant
- DTO Retail

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

333 N. Orange Ave. Orlando, FL. 32801

The parcel address is 327 N. Orange Ave.

Parcel ID: 292226172400061

Improvements include:

Interior Electrical: Additional outlets and modifications	\$3,125.00
Interior Plumbing: All new plumbing fixtures including ADA toilets, ADA sinks, faucets, grease trap, drain line modifications, new gas lines	\$24,104.69
Interior door hardware for ADA compliance	\$250.00
New epoxy floors except for bathrooms	\$5,666.25
New drywall	\$4,200.00
Concrete slab repair post inspection	\$3,125.00
Paneled wainscotting, cabinetry, countertop	\$15,400.75
Bathrooms	\$34,969.64
Total lowest bid price	\$90,841.33

Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: The DTO Restaurant Program allows qualifying businesses to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Buffalo Boss Orlando, LLC., a non-full-service restaurant, has signed a five (5) year lease for the space located at 333 N. Orange Avenue, Orlando, Florida 32801. This 1,700 sq. ft. restaurant space will be non-full-service with approximately twenty (20) overall seats. This restaurant brings fourteen (14) years of restaurant ownership and operations experience to this new venture, including 3 additional locations in New York, Wisconsin, and Dubai. The overall build-out of the restaurant space is anticipated to cost approximately \$90,841.33. Buffalo Boss Orlando, LLC., qualifies for funding in the amount of \$39,257.20 for tenant improvements. Funding received would be used for build-out expenses including electrical, plumbing, interior improvements for ADA compliance, flooring, interior drywall, masonry, carpentry, and bathrooms. Buffalo Boss Orlando, LLC also qualifies for up to \$50,000 in rent assistance for the first year of the agreement.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$89,257.20	\$0
Total Amount	\$89,257.20	\$0

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/CRA	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	CRA0003 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$89,257.20	\$0	\$0

**LICENSE AGREEMENT BETWEEN THE CITY OF ORLANDO
AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF ORLANDO, WHICH AGREEMENT WILL BE PARTIALLY ASSIGNED TO
UNIVERSAL PROTECTION SERVICE, LLC D/B/A
ALLIED UNIVERSAL SECURITY SERVICES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the **City of Orlando**, a municipal corporation organized and existing under the laws of the State of Florida (“Licensor”), and the **Community Redevelopment Agency of the City of Orlando**, an entity created pursuant to Part III of Chapter 163, Florida Statutes (“CRA”), its successors and assigns. The CRA and its assigns are sometimes herein referred to as the “Licensee.”

RECITALS

- A. Licensor owns real property having a street address of 125 N. Lucerne Circle E., Orlando, Florida (“Property”). Attached hereto as **Exhibit A** and made a part hereof is the legal description and sketch of the Property. A two-story building of approximately 2,522 square feet (“Premises”), which is commonly referred to as the Walker-Hendry House, is situated on the Property.
- B. The CRA wishes to obtain a temporary, revocable, nonexclusive license for use of the Premises and thereafter partially assign the license to Universal Protection Service, LLC d/b/a Allied Universal Security Service (“Allied”). Allied will have common use of the Premises as shared office space for its downtown ambassador services as described in a contract between the CRA and Allied dated March 10, 2023. A copy of the Allied Contract is attached hereto and made a part hereof as **Exhibit B** (“Contract”). Licensor’s Downtown Clean Team will also have common use of the Premises as shared office space for its public right-of-way maintenance services within the Community Redevelopment Agency’s downtown Orlando area. The common use of the Premises as shared office space by Allied and by Licensor’s Downtown Clean Team is fundamental to this Agreement.
- C. Upon entering into this Agreement with the consent of Licensor, the CRA will immediately partially assign this Agreement to Allied for the uses and purposes set forth herein.
- D. Upon completion of the partial assignment, the CRA will continue to be generally liable for fulfilling the terms hereof, but the CRA shall have sole responsibility for fulfilling those obligations where specifically stated. Other obligations of this Agreement, where specifically stated, will be the sole responsibility of Allied. In those instances where the term “Licensee” is used, both the CRA and Allied shall have primary responsibility.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, Licensor and the CRA enter into this Agreement on the following terms and conditions:

ARTICLE 1. GRANT AND TERM

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement, the same as if fully set forth herein.

1.2 Premises and Parking. Licensor hereby grants to CRA a temporary, revocable, nonexclusive license to use the Premises in the manner provided herein. Licensee acknowledges and agrees that Licensor’s Downtown Clean Team will be collocated at the Premises and will have shared use of the entirety of the Premises during the term of this Agreement. Licensee shall at all times cooperate with Licensor’s Downtown

Clean Team in connection with the shared use of the Premises. This license is given for use of the Premises solely in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this Agreement. The Premises do not include any on-site parking. As such, Licensee is encouraged to enter into an agreement with the City's Parking Division and the Central Florida Expressway Authority (CFX) to accommodate the needs of staff, patrons and any others using the Premises for the purposes herein expressed.

1.3 Term of Agreement. The parties agree that the term of this Agreement shall be for two (2) years, commencing on May 19, 2025 ("Commencement Date") and ending on April 30, 2027, unless extended or terminated in accordance with the terms of this Agreement.

1.4 Renewal of Agreement. So long as the Licensee has abided by all terms and conditions of this Agreement, Licensor and Licensee may mutually agree in writing to renew this Agreement for two (2) consecutive periods of one (1) year each.

1.5 Licensor's Access to Premises. Licensor and Licensor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Licensor, showing the same to prospective purchasers, lenders, licensees or tenants, taking such safety measures, making such alterations, repairs, improvements or additions to the Premises or the Property, as Licensor may reasonably deem necessary or desirable and for installing, using and maintaining utilities, services, pipes and conduits through the Premises and/or other areas adjacent or near the Premises, so long as there is no material adverse affect to Licensee's use of the Premises. Licensor at any time, on or about the Premises may place any ordinary "For Sale" signs and may at any time during the last 120 days of the term hereof place on or about the Premises ordinary "For Lease" signs.

ARTICLE 2. USAGE EXPENSES, TAXES, UTILITIES & SECURITY DEPOSIT

2.1 Usage Expenses. Licensee shall not pay a license fee to Licensor for use of the Premises. Notwithstanding the foregoing, the CRA shall reimburse Licensor the amount of direct costs at no mark-up for costs incurred by Licensor for electricity, water, sewer, pest control, and janitorial services provided by Licensor at the Premises as well as landscaping, mowing, and grounds maintenance of the Outdoor Areas (defined below) provided by Licensor (collectively, "Usage Expenses"). The CRA shall pay Licensor for the Usage Expenses through charges to its cost center.

2.2 Additional Charges. Unless otherwise expressly provided, all other monetary obligations of Licensee to Licensor under this Agreement, of any type or nature, other than Usage Expenses payments stated herein shall be generally known as "Additional Charges." All Additional Charges payments are due and payable ten (10) days after delivery of an invoice.

2.3 Leasehold Tax. Since this Agreement is only a license to use the Premises and not a lease of real property, there is no leasehold tax due.

2.4 Florida State Sales Tax. Since this Agreement is between Licensor and the CRA, which are two (2) governmental agencies, no sales tax is owed. Allied is responsible for paying any and all applicable taxes assessed by governmental authorities with jurisdiction thereof on Allied's use of the Premises and the partial assignment of this Agreement to Allied.

2.5 Returned Check Fee. N/A.

2.6 Late Payments. NA.

2.7 Method of Payment. All payments hereunder shall be made by check, cash, cashier's check, or money order to City of Orlando and mailed or hand delivered to the Real Estate Division Manager, City of Orlando, 7th Floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801.

2.8 Utilities. Should Allied desire utility services in addition to those set forth in **Section 2.1** hereof, Allied shall be liable for and directly pay the utility provider(s) thereof for all charges, rents and fees (together with any applicable taxes or assessments thereon) when due for such services. Licensors shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises. In any event no interruption, termination or cessation of utility services to the Premises shall relieve Licensee of its duties and obligations pursuant to this Agreement, including, without limitation, its obligation to pay Usage Expenses and any Additional Charges as and when the same shall be due hereunder.

2.9 Security Deposit. There shall be no Security Deposit initially required under this Agreement. Should there be any damage or failure to abide by the terms of this Agreement, Licensors reserves the right to require a deposit in order to allow the Agreement to remain in effect.

ARTICLE 3. CONDUCT OF BUSINESS BY LICENSEE

3.1 Permitted Use of Premises. Licensee shall only use the Premises to engage in the activities in performance of the Contract ("Permitted Use"), which at all times comply with the City of Orlando Land Development Code. Allied shall use the Premises in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Allied shall conduct its business in the Premises solely under either the name "Universal Protection Service LLC" or Allied's fictitious name, "Allied Universal Security Services." Licensee shall not use, permit or suffer the use of the Premises for any purpose other than the Permitted Use.

3.2 Conduct of Business. Licensee shall engage in the Permitted Use in strict conformance with any rules and regulations promulgated by Licensors from time to time ("Rules and Regulations"). Interruption of Licensee's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of Licensee shall not constitute a default under this Agreement, but no interruption of business shall affect Licensee's responsibilities hereunder. Nothing herein shall be deemed to relieve Licensee of its obligation under this Agreement to pay any and all amounts when due.

3.3 Personnel.

A. If at any time Licensors finds the actions, performance, or conduct of any of Allied's employees to be harmful or detrimental to the operation, image, or success of the Premises or the operations of Licensors's Downtown Clean Team, Licensors shall advise Allied of the specific circumstances and the parties shall attempt to mutually resolve the situation. If resolution cannot be reached, Licensors may require removal of the employee from the Premises. Furthermore, Licensors reserves the right to limit Allied's use of the Premises to a designated area within the Premises.

B. Allied will maintain high standards of quality in its hiring and training practices. Allied agrees that its employees shall be of sufficient number so as to properly conduct operations at a high standard of service quality. Allied's employees shall maintain a high standard of grooming, uniform and conduct.

3.4 General Use Requirements

A. Allied shall procure and maintain all permits, licenses and approvals, and pay all fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in

compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. Allied shall not commit or suffer any waste and will not make any use of the Premises which would constitute a nuisance or which would violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. Allied shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises.

D. Allied shall keep the Premises neat, clean and free from rubbish, insects and pests at all times, and remove all trash and garbage from the Premises and properly place it in the receptacles provided by Licensor.

E. Allied shall not permit any objectionable or unpleasant odor to emanate from the Premises; place or permit any radio, television, loud speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Premises or in the adjacent hallways; place an antenna, awning or other projection on the exterior of the Premises; solicit business at or distribute leaflets or other advertising material from the Premises; take any action which in the exclusive but reasonable judgment of Licensor would constitute a nuisance or would disturb or endanger customers or other licensees or tenants or unreasonably interfere with their uses of their respective premises; or do anything which in the exclusive but reasonable judgment of Licensor would tend to injure the reputation of Licensor.

F. Allied may use the address of the Premises as its advertised business address. Allied shall not use the Premises address for any purpose other than as the address of the business to be conducted by Allied in the Premises, and Allied shall not acquire any property right in or to any name which contains the name of the Premises or as a part thereof. Any permitted use by Allied of the name of the Premises during the term of this Agreement shall not permit Allied to use, and Allied shall not use, the name of the Premises after the termination of this Agreement. Allied's agreement in this regard shall survive termination or expiration of this Agreement.

G. Allied shall comply with all Rules and Regulations as Licensor may establish from time to time applicable to the Premises. Allied's failure to keep and observe the Rules and Regulations shall constitute a breach of this Agreement in the same manner as if they were contained herein as covenants. Notice of rules, regulations, amendments and supplements thereto, if any, shall be given to Allied, and Allied agrees to comply with and observe all of them, provided that the same shall apply uniformly to all other applicable persons.

H. Allied covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises, and agrees to hold harmless and indemnify Licensor against all liability, loss and damage resulting from Allied's breach of this covenant, including but not limited to court costs, attorney fees, fines, forfeitures, cleanup expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity shall continue in full force and effect after termination of this Agreement and any renewal term hereof. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, any local ordinance, or any regulation adopted by any state, federal or local agency.

I. Allied, its employees, contractors, and agents shall at all times cooperate with Licensor's Downtown Clean Team in connection with the shared use of the Premises.

ARTICLE 4. OUTDOOR AREAS

4.1 Outdoor Areas. The term “Outdoor Areas” for purposes of this Agreement shall mean all areas and facilities outside of the Premises and within the exterior boundary lines of the Property, common entrances, corridors, stairways and stairwells, public restrooms, elevators and escalators, loading and unloading areas, trash areas, sidewalks, walkways, ramps, landscaped areas, exterior patios and decorative walls.

4.2 Outdoor Areas, Maintenance, Rules and Regulations. Licensee agrees to abide by and conform to the Rules and Regulations of Licensors as promulgated from time to time with respect to the Outdoor Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Licensors or such person(s) as Licensors may appoint shall have the exclusive control and management of the Outdoor Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Licensors shall not be responsible to Licensee for noncompliance with the Rules and Regulations by other licensees, tenants, their agents, employees and invitees. Licensors shall perform maintenance of the Outdoor Areas, and CRA shall be liable to Licensors for the payment of Usage Expenses associated with maintenance of the Outdoor Areas as provided by with **Section 2.1**.

4.3 Changes to Outdoor Areas. Licensors shall have the right, in Licensors’s sole discretion and without the consent of any other person, from time to time:

A. To make changes to the Outdoor Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, escalators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas, patios, sidewalks and walkways;

B. To close temporarily any of the Outdoor Areas for maintenance purposes so long as reasonable access to the Premises remains available;

C. To use the Outdoor Areas while engaged in making additional improvements, repairs or alterations thereto or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Outdoor Areas as Licensors may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE 5. IMPROVEMENTS

5.1 Allied’s Improvements. Allied shall make no alterations or modifications to the Premises without Licensors’s written approval, which may be withheld in its sole and absolute discretion.

5.2 Personal Property, Furniture, Equipment and Fixture Removal. As of the Effective Date, certain of Licensors’s personal property, furniture, and equipment are located inside of the Premises (“Licensors Chattel”). Attached hereto as **Exhibit C** and made a part hereof is a list of the Licensors Chattel. Allied and Licensors’s Downtown Clean Team may share use of the Licensors Chattel during the term of this Agreement. In connection with its use thereof, Allied shall keep the Licensors Chattel in good condition in repair, and Allied shall repair any damage to the Licensors Chattel at Allied’s sole cost and expense within thirty (30) days of damage thereto. Allied agrees that it shall not remove any Licensors Chattel at any time during the term of this Agreement and that any such removal by Allied shall be a material default in this Agreement. The Licensors Chattel shall remain on the Premises upon the expiration or termination of this Agreement.

Allied may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of Allied's business (PPF&E). Allied shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF&E shall remain the property of Allied, and at the expiration or earlier termination of the Agreement, Allied shall remove the PPF&E from the Premises and repair any damage to the Premises resulting from such removal. Any PPF&E, whether or not affixed to the Premises, which is not removed on or before the termination or expiration of this Agreement shall be considered abandoned and automatically become the property of Licensor at Licensor's election. Upon the expiration or termination of this Agreement, all fixtures and equipment in the nature of fixtures which cannot be removed without damage to the Premises, whether or not owned by Allied, shall remain on the Premises as Licensor's property, or at Licensor's election, Licensee shall remove them in accordance with written instructions from Licensor.

Notwithstanding the foregoing, Allied agrees that it shall not remove any PPF&E during any time while in default under the terms of this Agreement and that such removal shall be a material breach of this Agreement. If not in default, Allied may remove PPF&E from time to time during the term of this Agreement, provided that such removal will not cause damage to the Premises.

Allied shall give at least ten (10) business days' notice to Licensor prior to removal of any PPF&E which may cause damage to the Premises. Allied's failure to comply with the notice requirement, coupled with subsequent removal of any property which causes damage to the Premises shall be a material default in this Agreement. Licensor shall have ten (10) business days after receipt of Allied's notice to advise Allied if an additional security deposit shall be required. If Licensor does not respond within the stated time, no additional security deposit shall be required. If a reasonable additional security deposit is required and Allied fails to pay within ten (10) business days of demand, such property shall be conclusively deemed to have become fixtures and part of the Premises at Licensor's election and Licensee shall not thereafter attempt to remove it. Upon removal of any PPF&E accompanied by attendant damage, Allied shall repair to Licensor's satisfaction, any damage within thirty (30) days.

5.3 Signs and Exterior Surfaces. Allied shall not make any changes to or paint the exterior of the Premises or erect or install any signs on the exterior of the Premises except upon Licensor's written consent, which may be withheld in Licensor's sole and absolute discretion. All signage is subject to the sign regulations of Licensor, the Downtown Development Board and the Appearance Review Officer of the City of Orlando. Prior to the installation of any signs, Allied shall deliver to Licensor a sketch of Allied's proposed sign rendering drawn to scale for Licensor's review and written approval. Political campaign signs are prohibited on public property pursuant to Section 64.252, City Code. All signs shall be kept in good condition.

ARTICLE 6. MAINTENANCE, REPAIR AND CASUALTY

6.1 Maintenance and Repair of Premises by Allied.

A. General Maintenance Responsibilities. At its own expense, Allied shall at all times keep the Premises in good order and a reasonably satisfactory condition of cleanliness. Any repairs, replacements or maintenance required due to the negligence or misconduct of Allied shall be performed and paid for by Allied, completed in a good and workmanlike manner, using only materials of equal or better quality and utility as in the original work, using contractors licensed in the State of Florida, and approved by Licensor in its sole judgment.

B. Janitorial, Pest Control Services and Repairs. Allied shall cooperate in providing access and use to allow janitorial, pest control, and repair services to be completed in a timely and regular manner.

If Licensor, in the exercise of its sole discretion, determines that repairs or replacements to the Premises are made necessary by any act, omission or negligence of Allied, its employees, invitees, licensees or visitors, then in any of such events Licensor may make such repairs without liability to Allied for any loss or damage that may occur to Allied's property, and upon completion thereof, Allied shall pay as Additional Charges the costs incurred by Licensor for making such repairs plus fifteen percent (15%) for overhead upon presentation of a bill. All bills shall include interest at the highest rate allowed by law from the date such repairs were billed by the contractor(s) making such repairs.

6.2 Maintenance and Repair of Premises and Outdoor Areas by Licensor. Licensor shall maintain and repair the roof, building foundation, and structural integrity of the Premises and generally the Outdoor Areas except as may otherwise be provided herein. Within a reasonable period after receipt of written notice from Licensee, Licensor shall make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located outside the Premises and/or in the Outdoor Areas. Licensor shall not be required to make any repairs made necessary by any act, omission or negligence of Licensee, any concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors.

6.3 Casualty Damage to Premises. If at any time during the term of this Agreement the Premises is damaged by fire or other casualty, unless caused by a negligent or willful act of Allied (in which event Allied shall make the repairs at Allied's expense), which prevents Allied from making substantial use of the Premises, Licensor may at Licensor's option either (i) repair such damage to Premises, excluding Allied's fixtures, equipment or any of other Allied's Improvements, in a reasonable manner and time at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (ii) give written notice to Licensee within thirty (30) days after the date of the occurrence of such damage of Licensor's intention to cancel and terminate this Agreement as of the date of the occurrence of such damage, in which event this Agreement shall terminate as of that date. Allied shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. Licensor and Allied agree that Licensor shall not be responsible in any way for costs, expenses or losses of Allied, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Licensor shall not complete the restoration and repair in a timely manner after such occurrence, Allied may at Allied's option cancel and terminate this Agreement by giving Licensor written notice of Allied's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Agreement shall terminate as of the date of such notice. Allied agrees to cooperate with Licensor in connection with any such restoration and repair.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 General Insurance Requirements. Allied agrees to maintain in full force and effect from the date upon which Licensee first enters the Premises for any reason and throughout the term of this Agreement, and thereafter so long as Licensee uses any part of the Premises, the insurance requirements set forth in the Contract.

7.2 Indemnification. Allied shall indemnify Licensor, its elected and appointed officials, officers, agents, employees and hold them harmless from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the Premises, or the use by Allied of the Premises, Outdoor Areas, sidewalks adjacent thereto or any part thereof or occasioned wholly or in part by any act or omission of Allied, its agents, contractors, employees, servants, invitees, licensees, concessionaires and any other person or entity for whose acts Allied may be responsible. This indemnity and hold harmless agreement shall include indemnity resulting in part but not wholly from Licensor's own negligent acts, and against all costs, expenses, and liabilities,

including attorney's fees incurred by Licensor, its elected and appointed officials, officers, agents, employees in connection with any claim, action, trial, appellate, bankruptcy court or probate proceedings related thereto. If any such action or proceeding is instituted against Licensor, its elected and appointed officials, officers, agents, employees, Allied, upon written notice from Licensor, will defend such action or proceeding by counsel approved in writing by Licensor, such approval not to be unreasonably withheld or delayed.

7.3 Allied's Risk. To the maximum extent this agreement may be made effective according to law, except as otherwise specifically stated in this Agreement to the contrary, Allied agrees to use the Premises at Allied's own risk, and Licensor shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Allied, or for any loss or damage resulting to Allied or those claiming by, through, or under Allied, for any reason including but not limited to breaking, bursting, stopping, or leaking of water, gas, sewer, or steam pipes. The terms of this Section shall be applicable regarding all matters, transactions and things occurring from and after the execution of this Agreement and until the end of the term of this Agreement, and during such further period as Allied may use any part of the Premises.

7.4 Injury Caused By Third Parties. To the maximum extent permitted by law, Allied agrees that Licensor shall not be responsible or liable to Allied, or to those claiming by, through, or under Allied, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Premises.

7.5 Waiver of Subrogation. Licensor and Allied shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective properties, the Premises or the contents thereof, regardless of whether such loss or damage is caused by the negligence of Licensor or Allied, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Agreement. The insurance policies obtained by Licensor and Allied pursuant to this Agreement shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Licensor or Allied shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer. For purposes of interpreting this subrogation provision, the terms "Licensor" and "Allied" shall include elected and appointed officials, officers, agents, employees, contractors, servants, licensees, concessionaires and invitees, any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Licensee Events of Default. The occurrence of one or more by either the CRA or Allied of the following shall constitute a material event of default under this License:

A. Failure by the CRA to pay Usage Expenses, Additional Charges and/or related maintenance charges set forth herein within ten (10) days of its due date, without notice from Licensor;

B. Failure to make any other payment required of either the CRA or Allied, within ten (10) days after written notice that it is due;

C. Failure of Licensee to perform any other covenant contained herein on its part to be observed, within ten (10) days after receipt of written notice from Licensor to Licensee of such breach; provided, however, that if the nature of Licensee's noncompliance is such that more than ten (10) days are reasonably required for its cure, Licensee shall not be deemed to be in default if Licensee commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion;

D. Should Allied be made (i) a “debtor” as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Allied, and the same is not dismissed within sixty (60) days), (ii) have a trustee or receiver appointed to take possession of substantially all of Allied’s assets located at the Premises or of Allied’s interest in this Agreement, where possession is not restored to Allied within thirty (30) days; or (iii) suffer an attachment, execution or other judicial seizure of substantially all of its assets located at the Premises or of its interest in this Agreement, where such seizure is not discharged within thirty (30) days;

E. Allied’s abandonment of the Premises, including any failure to use the Premises for a continuous period of ten (10) days or more; or

F. Allied failure to timely pay any utility(ies) at the Premises contracted in its name as described in **Section 2.8**.

8.2 Default Remedies Against Licensee. In the event Licensee fails to cure a default within any applicable time period, without further notice Licensors may elect to take any of the following actions:

A. Terminate this Agreement and prohibit Licensee’s entry into and use of the Premises; and

B. Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida.

8.3 Licensors Events of Default. It shall be an event of default should Licensors fail to fulfill any of material terms or provisions of this Agreement, which is not corrected within ten (10) days of written demand made by either the CRA or Allied; provided, however, that if the nature of Licensors’ noncompliance is such that more than ten (10) days are reasonably required for its cure, Licensors shall not be deemed to be in default if Licensors commenced such cure within the ten (10) day period and thereafter diligently pursues such cure to completion.

8.4 Default Remedies Against Licensors. In the event Licensors fails to cure any default within the applicable to time, Licensee may terminate this Agreement without further delay. No other remedies shall be available under Florida law for the enforcement of this Agreement against Licensors.

ARTICLE 9. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party, for its convenience, upon ten (10) calendar days’ prior written notice to the other.

ARTICLE 10. GENERAL PROVISIONS

10.1 Assignment. Upon entering into this Agreement, the CRA shall partially assign it to Allied to the extent specifically provided herein for the purpose of providing shared office space for Allied’s use in carrying out its contractual obligations under the Contract. Allied shall at no time assign or transfer this Agreement to any third party, except upon written consent of Licensors, which may be withheld for any or no reason. For purposes of this Agreement, “Transfer” shall mean any of the following: (a) an assignment in whole or in part of this Agreement; (b) any transfer of control of Allied, which shall be defined as any issuance or transfer of stock or equity interests by sale, exchange, merger, consolidation, option agreement, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of fifty percent (50%) or more of Allied’s stock or equity interests shall be vested in one or more parties who are not stockholders or interest holders as of the Commencement Date, or any transfer of the power to direct the operations of any entity (by

equity ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the Commencement Date, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions. **Any Transfer, without Licensor's written consent, by Allied in violation of this Section shall be void.**

10.2 Notice. Any notice required or permitted to be given under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this article) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the original sender because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the original sender, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

CRA: Community Redevelopment Agency
City Hall, City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
Attention: David Barilla
Executive Director

Assignee: Universal Protection Service, LLC d/b/a
Allied Universal Security Service
851 Trafalgar Court, Suite 150W
Maitland, Florida 32751

Licensor: Real Estate Division Manager
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

10.3 Section Titles, Interpretation. The titles to the sections contained in this Agreement are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

10.4 Surrender of Premises. Upon the termination of this Agreement, Allied shall return all keys and surrender possession the Premises in neat and clean condition and in good condition and repair.

10.5 Construction Liens. Licensee acknowledges that: (i) neither the Licensor nor the Premises falls within the definition of "Owner" or "Real Property" for the purposes of Florida's Construction Lien Law; (ii) Section 713.06, Florida Statutes, does not apply to any contract for furnishing materials, labor and/or services for improvements to the Premises; and (iii) the interest of the Licensor shall not be subject to liens for improvements made by the Licensee. Allied agrees to immediately discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, Property or Licensor's interest therein purporting to be for labor, services, or materials furnished to Allied.

10.6 Self-Help. Licensor has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Allied to perform any of the provisions of this Agreement, and Allied agrees to pay Licensor upon demand all such sums with interest at the highest rate allowed by law from the date payment is made by Licensor.

10.7 Recording. Licensee agrees not to record this Agreement.

10.8 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Licensor and Licensee. This reference to successors and assigns of Licensee is not intended to constitute Licensor's consent to assignment by Licensee but rather only to those instances in which Licensor may give consent to a particular assignment.

10.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

10.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances 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 enforced to the fullest extent permitted by law.

10.11 Waiver. Failure on the part of Licensor or Licensee to complain of any act or failure to act on the part of the other shall never be a waiver of any respective rights hereunder; however, the foregoing shall not apply to provisions of this Agreement where a right of Licensee is dependent upon notice to be given within a specified period. Further, no waiver at any time of any of the provisions hereof by Licensor or Licensee shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Licensee or acceptance by Licensor, of a lesser amount than shall be due from Licensee to Licensor shall be treated otherwise than as a payment on account. The acceptance by Licensor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Licensor may accept such check without prejudice to any other rights or remedies which Licensor may have against Licensee.

10.12 Transfer of Licensor's Interest. In the event of any transfer of Licensor's interest in the Premises or in the real property of which the Premises are a part, Licensor shall be automatically relieved of any and all obligations and liabilities on the part of Licensor accruing from and after the date of such transfer.

10.13 Licensor's Exculpation. Anything to the contrary contained in this Agreement notwithstanding, Licensor's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Agreement. Such exculpation of liability shall be absolute and without exception whatsoever.

10.14 Discrimination Not Permitted. Licensor and Licensee for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

10.15 Relationship of the Parties. The relationship between the parties hereto is solely that of licensor and licensee and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

10.16 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

10.17 Controlling Law, Venue and Waiver of Jury Trial. In the event that any of the provisions of this Agreement shall, by court order, be held invalid or in contravention of the laws of any state or the United States, such invalidation shall not serve to affect the remaining provisions of this Agreement. The parties and their assigns agree that venue for any actions shall lie solely in Orange County, Florida. Each of the parties and

their assigns waive any and all rights to a trial by a jury involving the enforcement or interpretation of this Agreement.

10.18 Sovereign Immunity. Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the Licensor's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Licensor be liable to the Licensee (or any person or entity claiming under or through Licensee) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against the Licensor related to this Agreement and are not confined to tort liability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

(Remainder of page intentionally left blank. Signatures of parties follow.)

LICENSOR:

**CITY OF ORLANDO, a Florida municipal
corporation**

By: _____
Mayor/Pro Tem

Print Name: _____

Date: _____, 2025

Attest:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2025

Assistant City Attorney

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

**COMMUNITY REDEVELOPMENT AGENCY FOR
THE CITY OF ORLANDO, FLORIDA**

By: _____
Chairperson

Print Name: _____

Date: _____, 2025

Attest:

David Barilla, Executive Director

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Community Redevelopment
Agency of the City of Orlando, only

CHIEF ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

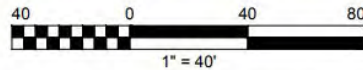
EXHIBIT A (Property)

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 7, W. WHILLDIN'S SUBDIVISION OF LUCERNE PROPERTY AS RECORDED IN PLAT BOOK A, PAGE 12 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE RUN ALONG THE SOUTHERLY LINE OF SAID LOT 7, N64°39'05"W A DISTANCE OF 88.00 FEET; THENCE N61°00'58"W A DISTANCE OF 90.10 FEET; THENCE N58°06'16"W A DISTANCE OF 130.60 FEET; THENCE N64°41'01"W A DISTANCE OF 26.21 FEET; THENCE N59°28'17"W FOR A DISTANCE OF 16.71 FEET TO THE WEST RIGHT OF WAY OF ROSALIND AVENUE AND THE **POINT OF BEGINNING; THENCE N35°49'11"E ALONG SAID WEST RIGHT OF WAY FOR A DISTANCE OF 20.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 702.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°02'40" A DISTANCE OF 159.94 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE EAST WEST EXPRESSWAY; THENCE DEPARTING SAID WEST RIGHT OF WAY OF ROSALIND AVENUE S70°07'06"W ALONG SAID EAST WEST RIGHT OF WAY FOR A DISTANCE OF 103.16 FEET; THENCE S31°41'17"W FOR A DISTANCE OF 100.94 FEET TO THE NORTH RIGHT OF WAY LINE OF N LUCERNE CIRCLE E; THENCE S 59°28'17"E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 69.28 FEET TO THE **POINT OF BEGINNING**.**

SKETCH OF DESCRIPTION



LEGEND
R/W = RIGHT OF WAY
R = RADIUS
Δ = CENTRAL ANGLE
CB = CHORD BEARING
CH = CHORD



SEE SHEET 1 FOR DESCRIPTION & NOTES



CITY OF ORLANDO

Survey Services Section
400 South Orange Avenue, 8th Floor
Orlando, Florida 32802
p. 407.246.3319 f. 407.246.2892

Project Number: 18-164	Drafted By: MER	Sheet: 2 of 2
Requested By: T McNEALY	Checked By: RDA	
Date of Survey: NA	Date Drawn: 9/28/2018	
Approved By: RDA	Scale: 1" = 40'	

N:\GIS\eng\Survey\722\Marica R\PROJECTS\18-164 LUCERNE CIRCLE\DWG\18-164 125 LUCERNE CIRCLE.dwg 10/1/2018 Marica E Russell

EXHIBIT B
(Allied Contract)

(See attached)

EXHIBIT C
(Licensor Chattel)

PARTIAL ASSIGNMENT OF AGREEMENT

THIS PARTIAL ASSIGNMENT OF AGREEMENT is made and entered into this ____ day of _____, 2025, by the **Community Redevelopment Agency of the City of Orlando**, an entity created pursuant to Part III of Chapter 163, Florida Statutes (“CRA”), and Universal Protection Service, LLC, a Delaware limited liability company d/b/a Allied Universal Security Service (“Allied”).

To the extent provided in the attached Agreement, the CRA hereby partially assigns the Agreement to Allied in accordance with the terms and conditions thereof. Allied hereby accepts and agrees to fulfill all applicable terms and conditions of the partial assignment.

In Witness Whereof, the parties hereby enter into this Partial Assignment of Agreement to be effective as of the date set forth above.

COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY OF ORLANDO, FLORIDA

By: _____
Chairperson

Print Name: _____

Date: _____, 2025

Attest:

David Barilla, Executive Director

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Community Redevelopment
Agency of the City of Orlando, only

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

UNIVERSAL PROTECTION SERVICE, LLC, a
Delaware limited liability company d/b/a Allied Universal
Security Service

By: _____

Print Name: _____

Title: _____

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONSENT TO PARTIAL ASSIGNMENT

The foregoing Partial Assignment of Agreement is hereby consented to by the City of Orlando, Florida.

LICENSOR:

CITY OF ORLANDO, a Florida municipal corporation

By: _____
Mayor/Pro Tem

Print Name: _____

Attest:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2025.

Assistant City Attorney

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando (“City”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

C. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

D. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor.

Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.
Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

AMENDMENT ONE TO CONTRACT

THIS AMENDMENT ("Amendment") to Contract, effective as of the 15th day of May, 2024, is made by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** ("CRA"), an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **UNIVERSAL PROTECTION SERVICE LLC d/b/a Allied Universal Security Services**, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the parties entered into a contract effective March 10, 2023 ("Contract") pursuant to which the Contactor provides downtown ambassador services to the CRA in the Downtown Orlando Community Redevelopment Area ("Area"); and

WHEREAS, the CRA and Contractor desire to enter into this Amendment to the Contract for the Contractor to provide additional downtown ambassador services for events as well as Sani-Guard patrol services and general porter services in the Area as more particularly set forth below; and

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando ("City") for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, under the CRA's policy and procedure, codified as section 1240.1 of the City's policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA's principal procurement agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor shall perform the additional ambassador services to support events in the Area, the Sani-Guard patrol services, and the general porter services ("Additional Services") as defined in Contractor's quotes for such services ("Quotes") attached hereto as Exhibit "A" and incorporated herein by this reference. The hourly allocations shown on the Quote for additional ambassador services to support events in the Area are estimates of the parties and the actual hours that such Additional Services shall be provided by Contractor shall be scheduled in writing (an email shall suffice) by mutual agreement of the parties at least two (2) weeks in advance of the provision of such services. Approval of the scheduling of additional ambassador services for event support may be made by the CRA's Executive Director or his designee on behalf of the CRA, and by a Manager of Contractor assigned to

this Contract on behalf of the Contractor. Temporary and permanent changes to the schedules for the Sani-Guard services and the porter services shown on the Quote for each service respectively may be made by mutual agreement of the parties in the same manner as such changes are made for general ambassador staffing level and scheduling changes in Section I of the Contract. Except as otherwise specified herein, the Contractor shall perform the Additional Services in accordance with the Quotes and the Contract, and shall furnish all materials, tools, equipment, manpower, and consumables to provide the Additional Services.

II. COMPENSATION FOR ADDITIONAL SERVICES

Additional Services shall be provided at the hourly rates set forth on the applicable Quote and billed to the CRA monthly in arrears based upon actual hours worked together with the additional fixed Monthly Equipment Charges and other monthly charges shown on the Quotes. Notwithstanding the preceding, Contractor shall not provide services or invoice CRA for any of the three Additional Services in excess of the Annual Total or Total Annual Charge shown on the applicable quote without the written approval of the City's Chief Procurement Officer or his designee.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the CRA, only

By: 
Chief Procurement Officer, City of Orlando

Date: May 14, 2024

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed


ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: May 16, 2024

CONTRACTOR

By: *AW*
Signature

Bob Wood, President - Florida Region

CORPORATE SEAL

Name & Title, Typed or Printed
Universal Protection Service LLC
d/b/a Allied Universal Security Services

Name of Company, Corp., etc.
2301 Maitland Center Parkway
Suite 130, 140, 240

Mailing Address

Maitland FL 32751

City, State and Zip
(321) 280-3100

Area Code/Telephone Number

bob.wood@aus.com
Email Address

STATE OF FLORIDA }

COUNTY OF Orange }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 13 day of May, 2024, by Bob Wood (name of person) as President - Florida Region (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Universal Protection Services LLC d/b/a Allied Universal Security Services (name of entity/party on behalf of whom instrument was executed).



Nicolette Damota
Signature of Notary Public – State of Florida
Print, Type, or Stamp Notary Name: Nicolette Damota

(Affix Notary Stamp or Seal Above)

☒ Personally Known or ☐ Produced Identification

Type of Identification Produced _____

EXHIBIT “A”

QUOTES FOR ADDITIONAL SERVICES



Quote

February 16, 2024

2226 Encompass Drive, Suite 116
Chattanooga, TN 37421
(423)260-8336

To: Mercedes Blanca
Downtown Orlando
400 South Orange Avenue
Orlando, FL 32801

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
David Witte	City Portering	Due on receipt	Upon Billing

QTY	DESCRIPTION	UNIT PRICE	MONTHLY TOTAL
56	Porters 7am-3:00pm, 7 days per week @ 56 hr per week	\$24.67	\$ 5,986.59
56	Porters 2:30pm-10:30pm, 7 days per week @ 56 hr per week	\$24.67	\$ 5,986.59
			\$ -
	*motorized trash tub price included		\$ -
			\$ -
	*price includes standard PPE for the porters.		\$ -
			\$ -
	*Scope of Work is included in current Ambassador Contract		\$ -
			\$ -
			\$ -
			\$ -
MONTHLY SUBTOTAL			\$ 11,973.18
SALES TAX			0.00% \$ -
MONTHLY TOTAL			\$ 11,973.18
ANNUAL TOTAL			\$ 143,678.16

Approval: _____

Date: _____



Quote

February 16, 2024

2226 Encompass Drive, Suite 116
Chattanooga, TN 37421
(423)260-8336

To: Mercedes Blanca
Downtown Orlando
400 South Orange Avenue
Orlando, FL 32801

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
David Witte	Sani-Guard Patrol	Due on receipt	Upon Billing

QTY	DESCRIPTION	UNIT PRICE	MONTHLY LINE TOTAL
52	Sani-Guard Patrol	\$37.86	\$ 8,531.12
	*Thu-Sun: 11p-7a and 11p-4a		\$ -
			\$ -
2	Motorized Trash Gondola	\$72.92	\$ 145.84
12	Biohazard Cleanup Kit	\$31.50	\$ 378.00
	*Estimated amount 3 per weekend		\$ -
			\$ -
2	Eponics Mobile8	\$190.00	\$ 380.00
			\$ -
			\$ -
			\$ -
MONTHLY TOTAL			\$ 9,434.96
ANNUAL TOTAL			\$ 113,219.52

Approval: _____

Date: _____

August 31st, 2023

Mercedes Blanca
Assistant Director
Downtown Development Board/Community Redevelopment Agency
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
p: 407.246.3625

Re: Additional Ambassadors for Event Support

Thank you for contracting Allied Universal regarding additional Ambassador services to be provided via the City of Orlando RFP22-0386 / Downtown Ambassador Services contract. It is our pleasure serving City of Orlando. Per your request, please see the following quote for additional Ambassador Services to support Events in and around the CRA.

Postion	Pay Rate to Employee per hour	Bill Rate Charged to the CRA per hour	Monthly Hours by position	Monthly Services Billing Amount to the CRA by Position
a. Safety Ambassador	\$18/\$20	\$27.17	192	\$5, 216.64
				Monthly Charge to CRA
f. Total Monthly Services Billing Amount for all Positions shown above				\$5,216.64
i. Vehicle Fuel charge - not to exceed \$300 / month				\$300
Total Monthly Charge:				\$5,516.64
Total Annual Charge:				\$66,199.68

*Does not include sales tax, if applicable

*Assumes City will provide parking for assigned personnel.

*Assumes City will provide storage for bicycles

We look forward working with you. Please feel free to call me with any questions. Your contacts for this service will be as follows:

Downtown Ambassador Account Manager	General Manager Orlando
Hareton Tejada W: 689-799-2293 Hareton.Tejada@aus.com	Ryan Leneweaver W:321.280.3110 C:407.461.9578 Ryan.Leneweaver@aus.om

Sincerely,



Ryan Leneweaver
General Manager, Orlando

..... Allied Universal
..... W: 407.461.9578
..... P: 813.919.6528
..... Ryan.Leneweaver@aus.com
..... Ryan.Leneweaver@gmail.com
..... CC: Eric Glasgow

**AMENDMENT NUMBER TWO TO
AGREEMENT DATED MARCH, 10, 2023
BETWEEN CITY OF ORLANDO AND
UNIVERSAL PROTECTION SERVICE LLC D/B/A ALLIED UNIVERSAL SECURITY
SERVICES**

THIS AMENDMENT TO AGREEMENT is made and entered into this 19th day of March, 2025, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and UNIVERSAL PROTECTION SERVICE LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of March, 10, 2023, whereby the latter would perform certain services with respect to (DOWNTOWN AMBASSADOR SERVICES); and

WHEREAS, the parties amended the Agreement by date of May, 15, 2024 (Amendment I), and;

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The Term of the Agreement is hereby renewed from March, 9, 2025, to September, 8 2025.

II. HUMAN TRAFFICKING AFFIDAVIT

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as Attachment 1.

III. SCRUTINIZED COMPANY PROHIBITION

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, and is not

engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract, if applicable. The City may terminate the Contract pursuant to Section 287.135(3)(a) of the Florida Statutes if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.

IV. ENTITIES OF FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

Contractor shall, in the form attached hereto as **Attachment 2**, provide the City with an affidavit signed by an officer or other authorized representative of Contractor under penalty of perjury attesting that Contractor is not owned by the government of a foreign country of concern (as defined in Section 287.138(1)(c) of the Florida Statutes), that the government of a foreign country of concern does not have a controlling interest in Contractor, and that Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Additionally, Contractor shall re-execute and provide such an affidavit within a reasonable time after any renewal or extension of this Agreement, if applicable.

V. E-VERIFY

Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and Contractor must maintain a copy of such affidavit for the duration of the contract. The contract is otherwise subject to the terms, conditions, provisions, and requirements of Section 448.095 of the Florida Statutes.

VI. SCOPE

The Scope of Services and Compensation provisions of the Agreement are hereby amended to include Corrective Action Plan as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The parties acknowledge and stipulate that the mutual changes to their respective promises, entitlements, duties, and obligations under the original Agreement and its prior amendments constitute sufficient consideration for this Amendment.

In all other respects, and except as specifically modified and amended herein and as previously amended, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: March 19, 2025

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: March 20, 2025

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: [Signature]
Signature

Robert C. Wood

Name & Title, Typed or Printed

Allied Universal Security Services

Name of Company, Corp., etc.

4350 W. Cypress Street Suite 600

Mailing Address

Tampa, FL 33607

City, State and Zip

347.728.1702

Area Code/Telephone Number

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2025 by Robert C. Wood, (name of person) as Regional Vice President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Allied Universal Security Services (name of entity/party on behalf of whom instrument was executed).

(SEAL)



ANTHONY DANNY
Notary Public, State of Florida
Commission No. HH 497566
My Comm. Exp. Feb. 28, 2028

[Signature]
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name:

Anthony Danny

☐ Personally Known or ☒ Produced Identification
Type of Identification Produced Drivers License

EXHIBIT "A"
(Scope of Services)



Program/Plan Name:	Corrective Action Plan	Reason For Plan:	Improve support, performance and communication between AUS Leadership and Staff
Start Date of Plan:	02/21/2025	Completion Date:	04/21/25
Committee Chairperson(s):	Michael Grant		
Committee Members:	Jorge Mijares- Account Manager Jonathon Cabrera- Director of Operations Michael Grant- General Manager Eric Glasgow- Regional Vice President Frank Jones- AUJS Operations Regional Manager	Distributed To: Client	Khristen Holmes, Justin Eason, Sherry Gutch, Samantha Levine
		Approved By (if Applicable):	

ACTION ITEM	PERSON RESPONSIBLE	ACTION REQUIRED/NOTES	TARGET COMPLETION DATE (TCD)	COMPLETION DATE(S)/NOTES
Account Manager Training	Jonathon Cabrera/ Michael Grant	Account Manager will be enrolled in Eponics Training, Selecting Top Talent, Security Management Essentials, all Homeless Service Training conducted by the Client as well attend all events the Ambassadors are contributing to for the duration of this Action Plan.	Currently in progress: 02/18/2025----- TCD: 04/21/2025	
Ambassador Visibility	Jorge Mijares/Jonathon Cabrera	AM, DOO and GM will review current Ambassador SOP to determine where Ambassadors are placed during operations and will revise SOP to ensure maximum visibility of Ambassadors. This will include but is not limited to using Data provided by Eponics, Event Calendars, and live feedback.	Currently in progress: 02/17/2025----- TCD 03/07/2025	
HMS-HSN Training	Jorge Mijares /Jonathon Cabrera	AM and DOO will ensure full staff is 100% current on all HMS-HSN Training	Currently in progress: 02/17/2025----- TCD 03/14/2025	



ACTION ITEM	PERSON RESPONSIBLE	ACTION REQUIRED/NOTES	TARGET COMPLETION DATE (TCD)	COMPLETION DATE(S)/NOTES
Invoicing	Jonathon Cabrera/ Michael Grant	DOO and GM will conduct an audit on all current outstanding invoices for both Janitorial and Ambassadors to ensure all invoices are accurate and submitted for payment.	Currently in progress: 02/17/2025 ---- TCD 02/28/2025	
Site Visits	Jonathon Cabrera/ Michael Grant	For the first 1-30 days of assignment, DOO or GM will conduct daily site visits with the Account Manager. 31-60 days, GM, DOO or GM will conduct a site visit weekly. 61+ days, DOO or GM will conduct routine bi-weekly site visits that will remain in effect for the duration of the contract. Monthly in person site visits will also be conducted by GM and/or RVP	TCD: 04/21/2025	
Ambassador Training Curriculum	Jonathon Cabrera/ Michael Grant	DOO and GM will review the current training curriculum for the Ambassador contract and will revise where needed to ensure all new hires are getting proper training per the contract prior to working on their own. All current employees that are not documented as having full training will be retrained on items missed.	Currently in Progress: 02/17/2025 ---- TCD 03/07/2025	
Eponics Review	Jorge Mares/ Jonathon Cabrera/ Michael Grant	DOO and GM will ensure that Eponics is fully functional within the expectations of the Client. DOO and GM will also ensure weekly that the Eponics data has been reviewed, and all submissions are approved.	Currently in progress: 02/17/2025 ---- TCD 03/07/2025	
Porter / Sanit Guard Refresher Training	Frank Jones/ Christina McDonald	All employees will be required to go on the Allied Universal's training website (EDGE) and review the Introduction of Janitorial Fundamentals, Common Area Porter, Exceptional Customer Service, Bloodborne Pathogens, Global Code of Ethics training modules, Customer with Disabilities and mandatory monthly Safety modules. Certificates of completion will be provided and saved on the employee portal.	TCD: 03/07/2025	
AIUS Post Order Refresher Training	Frank Jones/ Christina McDonald	All team members must review Ambassador assignment Orders-General Instructions to Include Performance Requirements. Once the training is complete, the assigned supervisor will conduct a brief meeting	TCD: 03/07/2025	



ACTION ITEM	PERSON RESPONSIBLE	ACTION REQUIRED/NOTES	TARGET COMPLETION DATE (TCD)	COMPLETION DATE(S)/NOTES
		with the staff to assure that all requirements are completed and understood. Hands-on training will remain a supportive procedure for all employees. All AUJS employees will be responsible for properly utilizing EPONICS and providing daily updates to reduce and prevent the risk of incidents while at work.		
AUJS Staffing	Frank Jones/ Christina McDonald	AUJS Area Supervisor Christina McDonald has been assigned to oversee the Downtown team members. Christina's responsibilities will include managing the day-to-day operations of the site including hands-on training for all staff members. Christina will communicate with her Regional Manager Mr. Frank Jones at pertinent information pertaining to the site.	TCD: 02/13/2025	02/13/2025
AUJS Coaching/Counseling	Frank Jones/ Christina McDonald	Regarding reported performance issues, AUJS confirmed the AUJS Porter / S&S Team member who was assigned to this shift was Christina McBride. Immediate coaching/counseling and administrative action were provided for Ms. McBride.	TCD: 02/13/2025	02/13/2025

ATTACHMENT 1

HUMAN TRAFFICKING AFFIDAVIT

Attachment 1
Human Trafficking Affidavit

Instruction: "Vendor", defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando ("City"), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true. Further Affiant sayeth naught.

Vendor: Allied Universal Security Services

Authorized Signature: *Robert C. Wood*

Date: 03/12/2025

Printed Name: Robert C. Wood

Title: FLA Region President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2025, by Robert C. Wood, as

Regional Vice President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced Drivers License as identification.

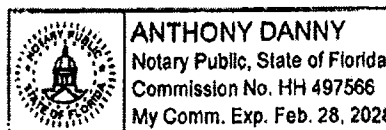
Signature of Notary Public

A. Danny

Anthony Danny

Name of Notary Typed, Printed or Stamped

My Commission Expires: Feb. 28, 2028



Attachment 2

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

UNIVERSAL PROTECTION SERVICE LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Robert C. Wood

Title: FLA Region President

Signature: 
Robert C. Wood (R 13, 2025 11:07 EDT)

Date: 03/12/2025

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: This license agreement formally outlines the terms for common use of the historic Walker-Hendry House as shared office space located at 125 N. Lucerne Circle Orlando, FL 32801. The house is to be used by the Downtown Clean Team as shared office space for public right-of-way maintenance services within the Community Redevelopment Agency's (CRA) downtown Orlando area. It also allows Allied Universal Security Service to use this shared office space for Downtown Ambassador services. The CRA will reimburse the city for usage expenses related to the house such as electricity, water, sewer, pest control, and janitorial services provided by the city at the house as well as landscaping, mowing, and grounds maintenance of the outdoor areas.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$15,000	\$0
Total Amount	\$15,000	\$0

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	(enter text here)	(enter text here)
Department /Division	EDV/CRA	(enter text here)	(enter text here)
Cost Center/Project/Grant	CRA0006 C	(enter text here)	(enter text here)
Total Amount	\$15,000	\$0	\$0