



**AB**

### **Meeting Notice**

Orlando City Hall, Veterans Conference Room, 2<sup>nd</sup> Floor at 3:00PM

Welcome,

We are glad you have joined us for the February 26, 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](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1<sup>st</sup> 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. January 22, 2025 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
  - a. Amendment to Focus Area Map for DTO Retail and Restaurant Programs – Charles Zollars, Economic Development Coordinator
  - b. DTO Retail Program Funding Agreement with The Wig Factory, LLC – Michael Whiteman, Economic Development Coordinator
  - c. Funding Agreement for Christian Service Center 407 Connect Project – Samantha Levine, Housing and Homelessness Initiatives Manager
6. Date of Next Meeting
7. 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, 6<sup>th</sup> Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802  
Phone: (407)-246-2555 [www.downtownorlando.com](http://www.downtownorlando.com)

**Memorandum**

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

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

**Date** February 26, 2025

**Subject** Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, February 26, 2025

**Approval of Minutes**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the January 22, 2025, Community Redevelopment Agency Advisory Board Meeting.

**Public Comment****New Business****a. Amendment to Focus Area Map for DTO Retail and Restaurant Programs**

*Charles Zollars, Economic Development Coordinator*

The DTO Retail and DTO Restaurant Programs (Programs) were created in 2023 and allow for qualifying businesses to be eligible for reimbursement funding for tenant improvements and rent expenses. Higher funding amounts are available for personal service businesses and retail businesses in designated focus areas for the Retail Program, along with higher funding amounts for restaurants and food halls in designated focus areas for the Restaurant Program.

These revisions amend the Focus Area Maps to both the DTO Retail Program and Restaurant Program, extending the focus area eastward from Magnolia Avenue to Rosalind Avenue, covering Livingston Street to the north and Pine Street to the south. This expansion aims to attract new restaurants and food halls to this area while also encouraging the growth of existing ones.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the revised Program Guidelines for both the DTO Retail Program and DTO Restaurant Program to include revised Focus Area Maps.

**b. 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

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.



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 Wig Factory, LLC has applied for funding in the amount of \$35,129 which includes \$20,000 for tenant improvements, along with \$15,129 in rent assistance. Funding received would be used for build-out expenses including electrical, ceiling, mechanical systems, plumbing, flooring and interior build out. The overall build out of the space is anticipated to cost approximately \$35,000 and with \$20,000 from the CRA under this Funding Agreement.

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.

**c. Funding Agreement for Christian Service Center 407 Connect Project**

*Samantha Levine, Housing and Homelessness Initiatives Manager*

The "Dignity Bus" concept, created by the Vero-based organization "The Source," has demonstrated a unique and effective approach to addressing unsheltered homelessness by providing overnight accommodation in a custom-fabricated 45-foot bus outfitted with 19-20 sleeping pods, storage compartments, restrooms, pet compartments, a comprehensive surveillance system, and facilities for onboard personnel.

Recognizing that the need for shelter is only increasing in our community (the 2024 point in time count showed a 24% increase in unsheltered homelessness in Orange County), the "407 CONNECT" Project contemplates using two buses to pair overnight shelter with case management to help move the nightly guests toward housing as quickly as possible. We anticipate that incorporating two buses with sleeping accommodations for a minimum of 39 individuals nightly into our system will result in permanent housing for approximately 407 individuals over three years.

The Downtown Orlando Community Redevelopment Area Plan (Redevelopment Plan) specifically notes the challenge created by the perception that the Area is unsafe, partially due to the visible homeless persons residing therein, and such perception and the loitering of homeless persons in the Area are impediments to further redevelopment of the Area. The Redevelopment Plan also provides that the CRA may support and fund construction and/or operation of Emergency Shelters, transitional housing, supportive service centers and outreach programs for the Homeless population that are designed to assist individuals in regaining self-sufficiency and minimize the impacts of homeless persons on the residents and businesses within the Area. Further, the Redevelopment Plan calls for the CRA to continue collaboration with homeless service providers on issues related to downtown homelessness.

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.



**AB**

The Christian Service Center (CSC) is a housing-focused comprehensive day services organization that has demonstrated a remarkable capacity to manage client needs with a service reach of over 400 individuals daily. In 2023, CSC successfully housed 276 individuals. This project would follow a case management model similar to their successful RUSH program. An additional benefit of contracting with CSC is that a successful Dignity Bus program model relies on individuals having a safe place to exit the bus and remain during daytime hours (if they don't go to work) and the CSC is the only service provider in the CRA that provides that opportunity, as well as the full range of wrap-around services for clients.

The Funding Agreement for Christian Service Center 407 Connect Project (Agreement) provides for the City to provide funding to the Christian Service Center for the costs of purchasing the two buses and the CRA to provide funding to the Christian Service Center for the costs of three years of operating the overnight buses, supportive case management, and housing assistance. The agreement provides for operational funding in the following amounts: Year one (FY 24/25): \$1,009,330.30; Year two (FY 25/26): \$1,026,171.96 and year three (FY 26/27): \$1,026,171.96.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Funding Agreement For Christian Service Center 407 Connect Project, subject to review and approval of the City Attorney's Office, and authorize the Chair and Executive Director to execute the Agreement.

**Date of Next Meeting**

- a. The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, March 26, 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.

## **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 plan. 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 (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

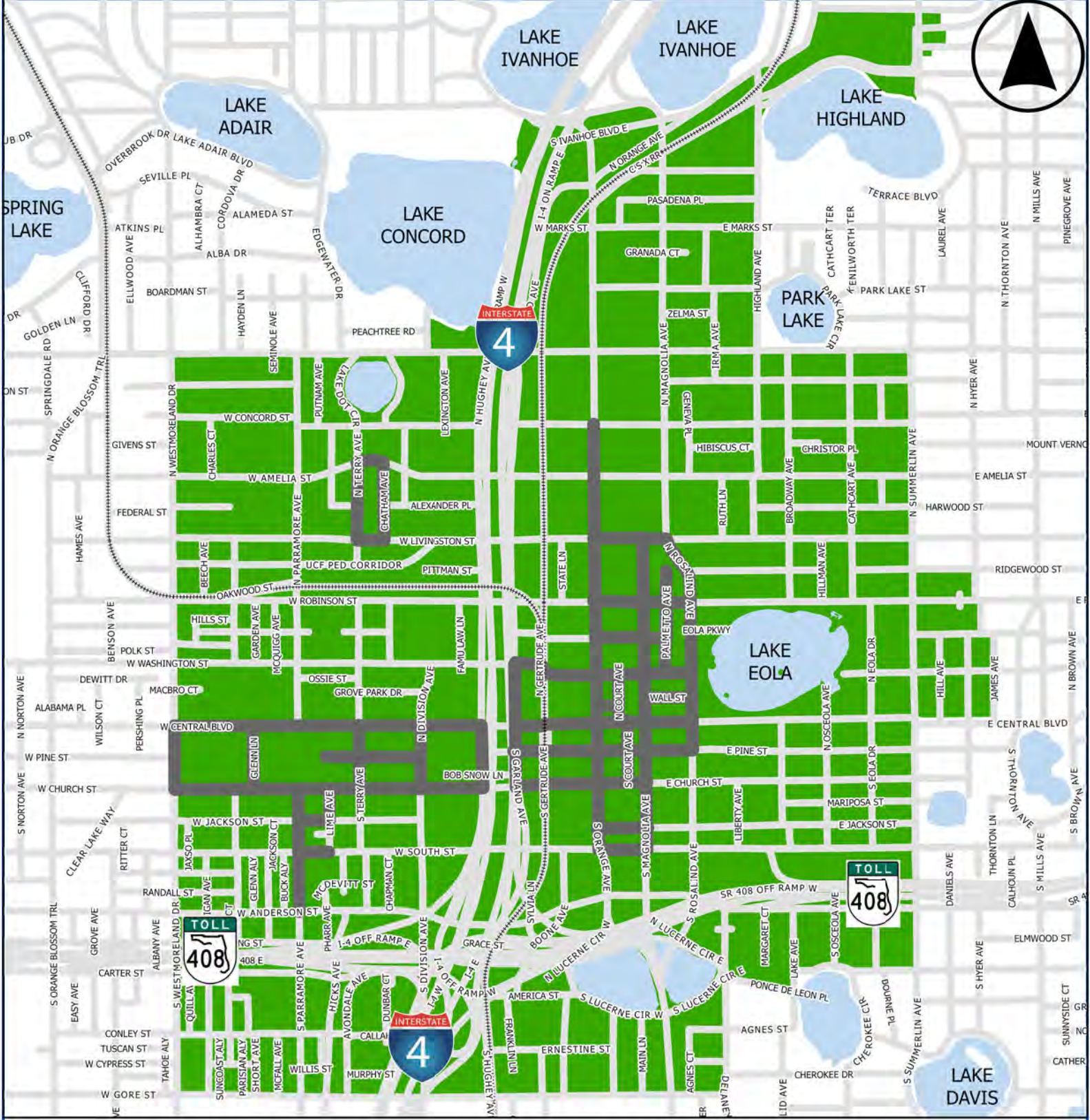
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

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.



## **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

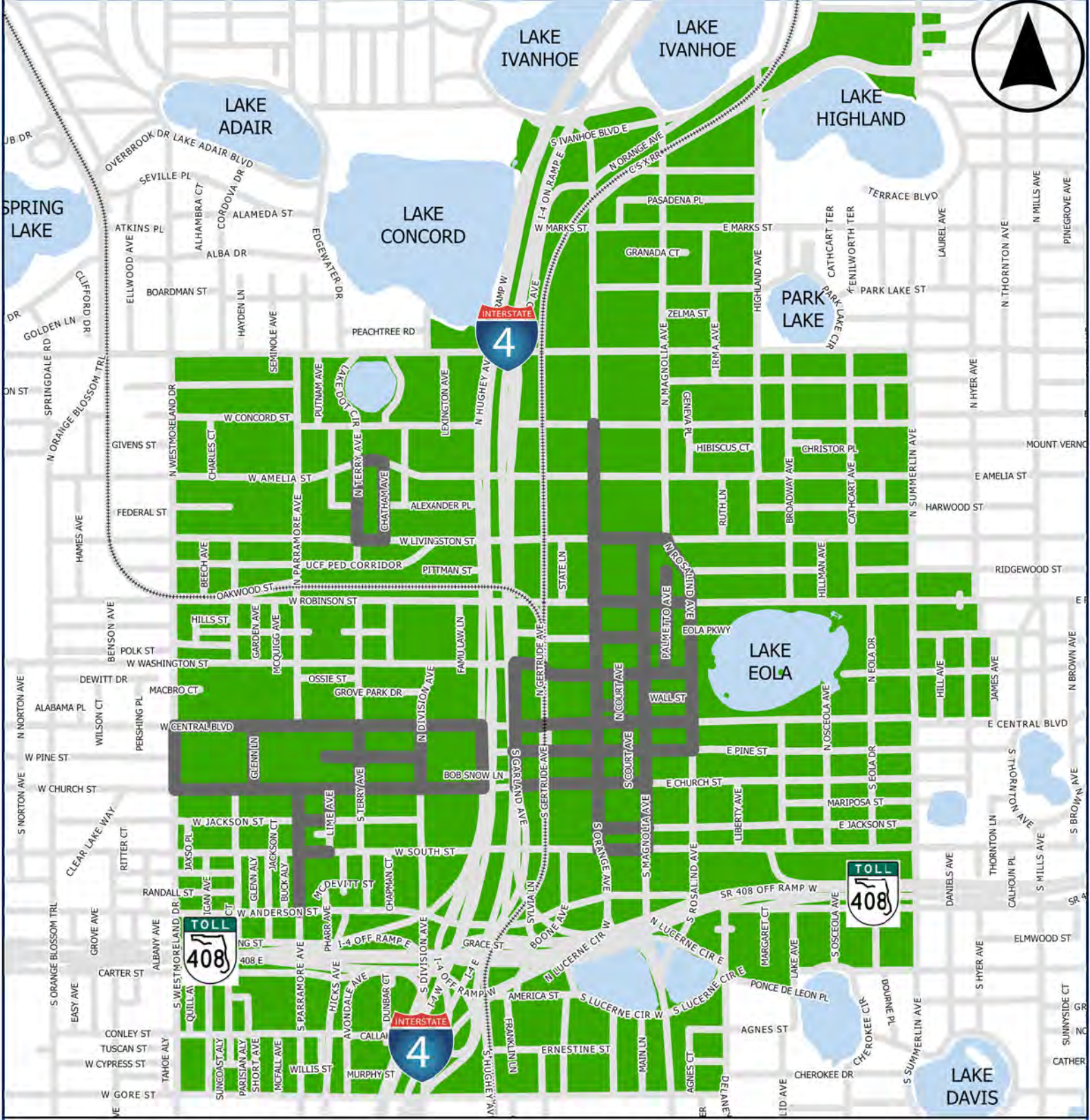
The CRA Executive Director or his/her designee will chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

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.



# DTO Restaurant & Retail Programs

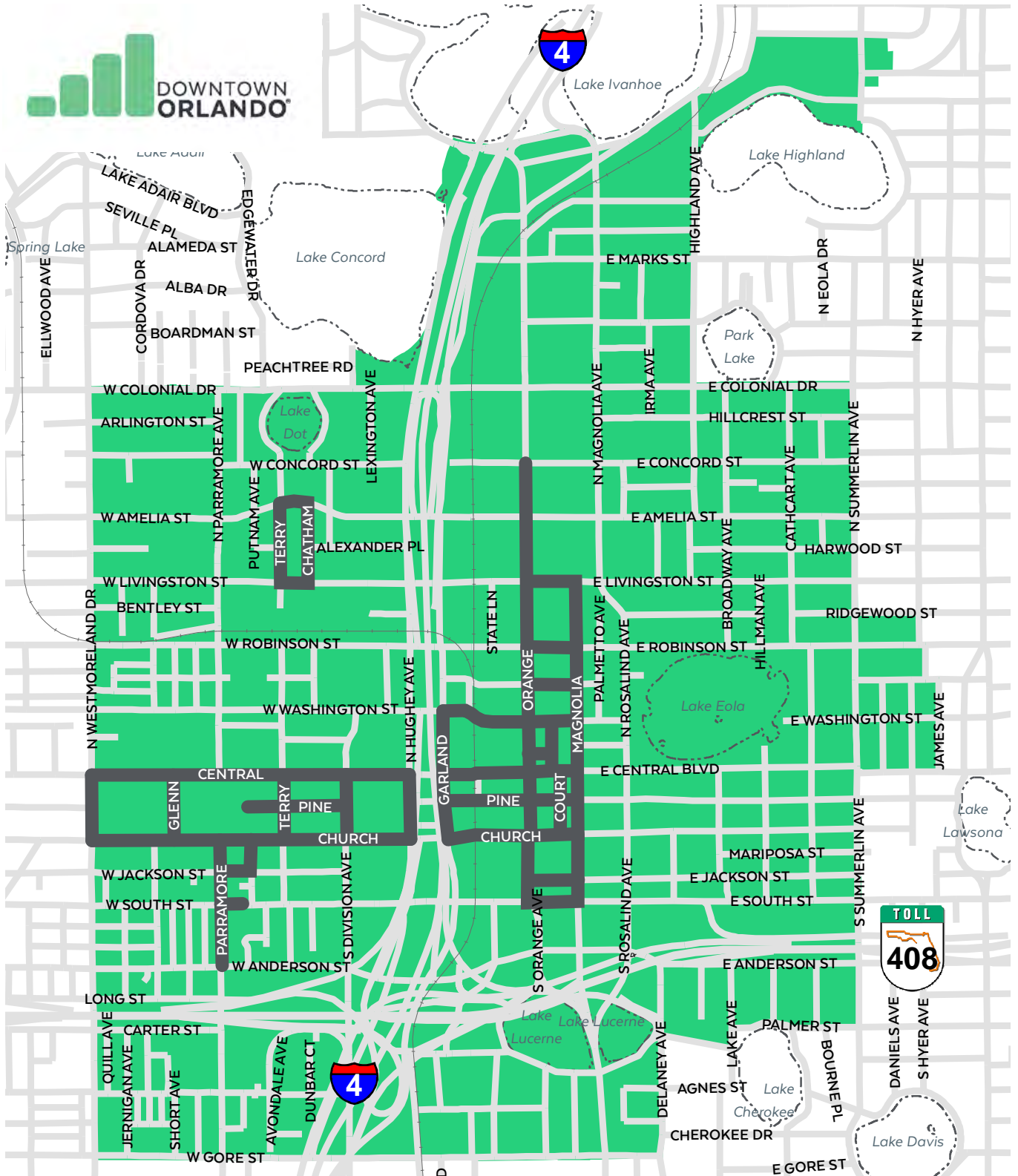
-  **Focus Area Right-of-ways\***
-  **DTO Restaurant**
-  **DTO Retail**

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





**DOWNTOWN ORLANDO**





# DTO Restaurant & Retail Programs



## **CHURCH** Focus Area Right-of-ways\*

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

## **Program Area**

-  DTO Restaurant
-  DTO Retail

## 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

## **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.

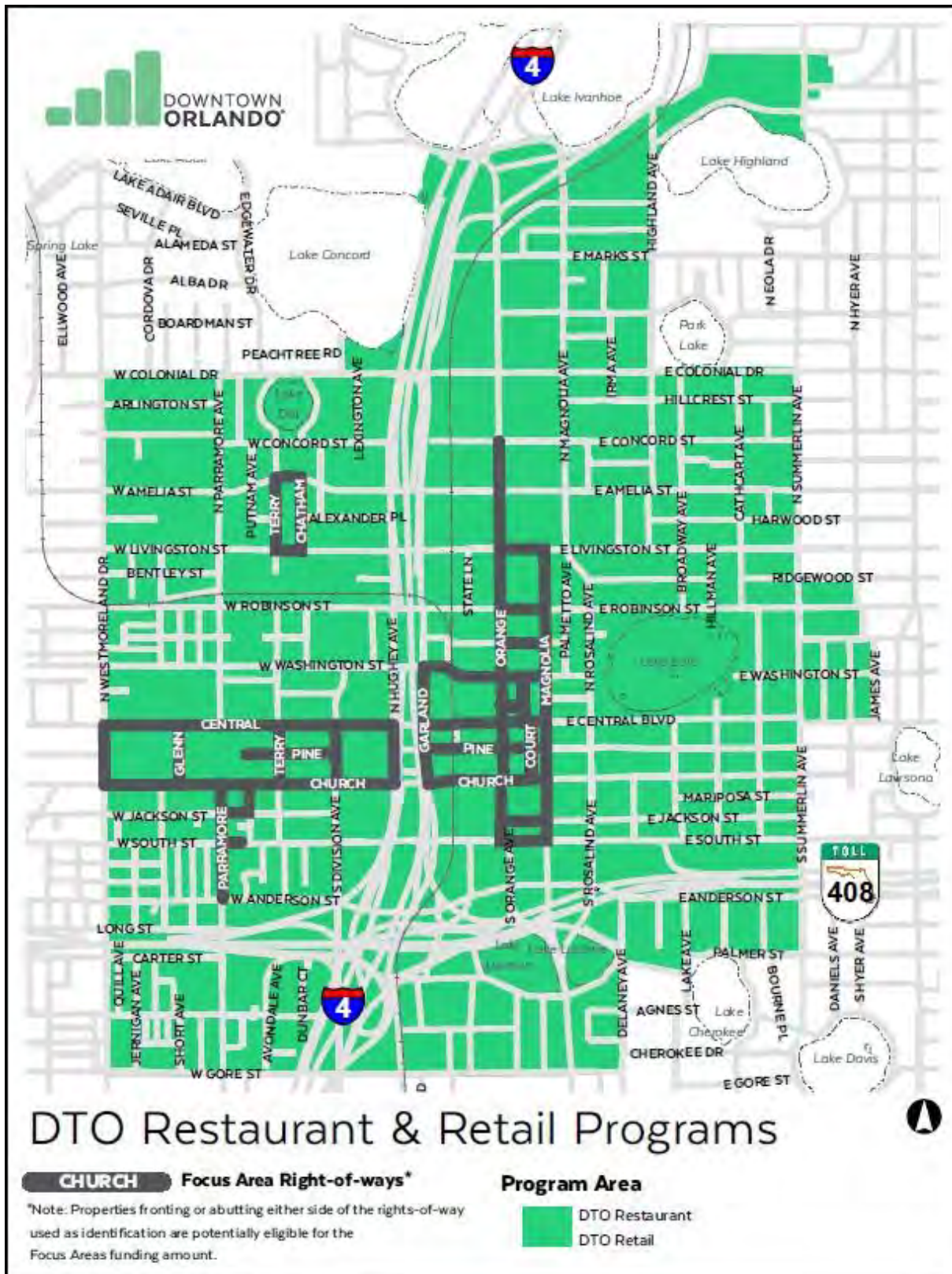
The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the business owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event 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.

Exhibit A



**EXHIBIT "B"**

**Application**

(attached separately and incorporated herein)

# 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

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](#)

Corporation Officers and Titles Quteria Teague CEO

Please upload resumes for Principals and Management. [Resume\\_Quteria\\_Teague.pdf](#)

FEIN ID 86-1536178

Date of incorporation 01/01/2021

Please upload a copy of your Orlando Business Tax Receipt (if applicable) [IMG\\_7163.heic](#)

Please upload: Business tax returns for the last three fiscal years -or- principal/owner tax returns for the last three years. [Untitled..pages](#)

Please upload a completed W-9 form. [WF\\_W9.pdf](#)

## 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 <a href="#">Map</a> (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.	<a href="#">Untitled..pages</a>
Store location	642 W Church St, Orlando, FL 32805, USA <a href="#">Map</a> (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.	<a href="#">Florida-Commercial-Lease-Agreement 642.pdf</a>



## 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?

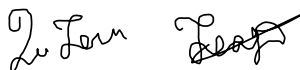
407-613-6031

What is your address?

1075 Osprey Cove Cir, Groveland, FL 34736, USA [Map](#)  
(28.5667367, -81.8523507)

## Acknowledgements

---



[Link to signature](#)

# 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, 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)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Water               | <input checked="" type="checkbox"/> Power           |
| <input type="checkbox"/> Gas                            | <input checked="" type="checkbox"/> Telephone       |
| <input checked="" type="checkbox"/> Heat                | <input checked="" type="checkbox"/> Internet        |
| <input checked="" type="checkbox"/> Light               | <input checked="" type="checkbox"/> Sewage Disposal |
| <input checked="" type="checkbox"/> Other: <u>Trash</u> |   |

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

- |   |   |
|---|---|
| <input type="checkbox"/> Water            | <input checked="" type="checkbox"/> Power |
| <input type="checkbox"/> Gas              | <input type="checkbox"/> Telephone        |
| <input type="checkbox"/> Heat             | <input type="checkbox"/> Internet         |
| <input checked="" type="checkbox"/> Light | <input type="checkbox"/> Sewage Disposal  |
| <input type="checkbox"/> Other: _____     |   |

**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

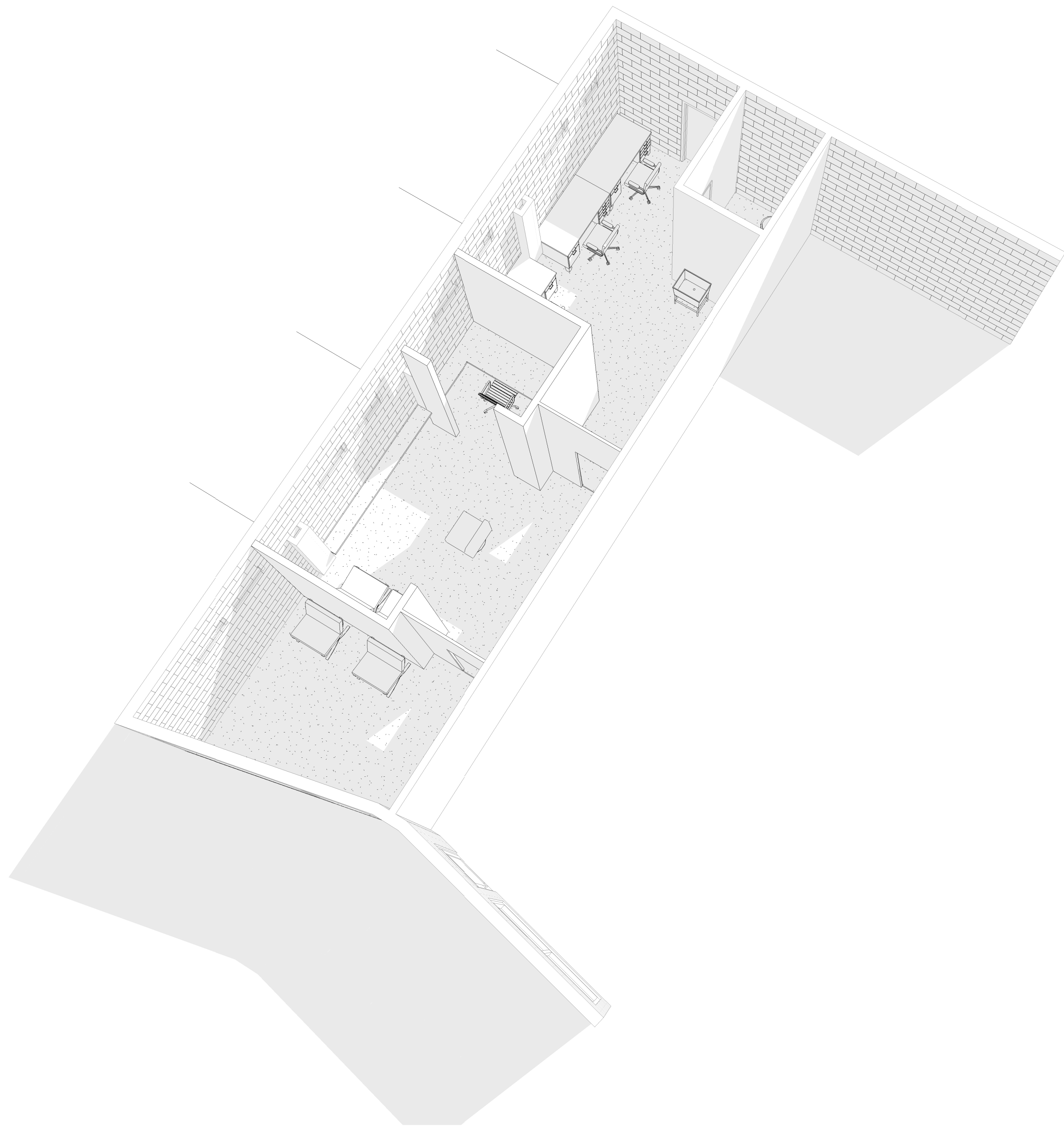
Tenant Name

Representative Signature

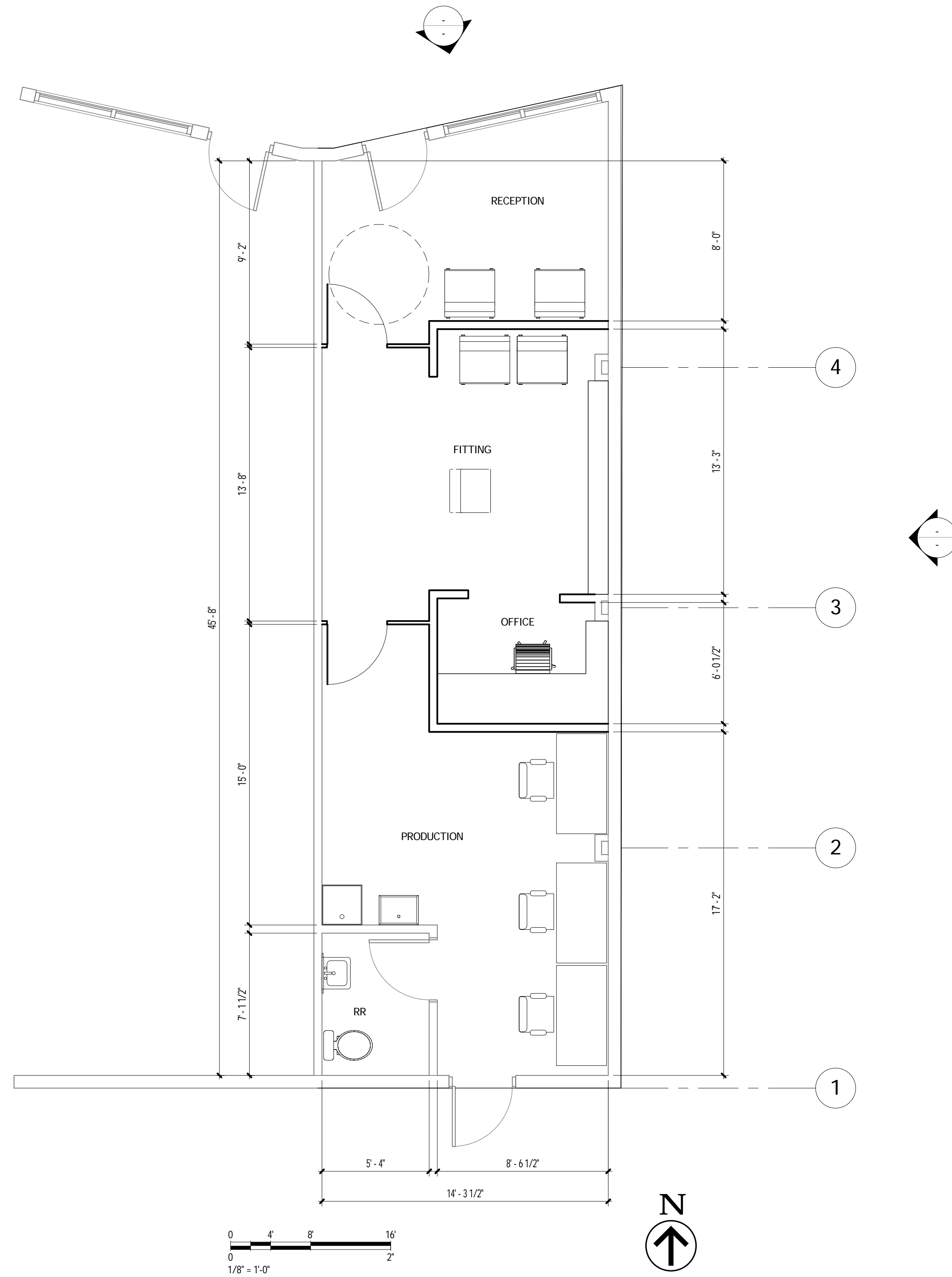
Representative Name and Title



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 prior to ordering materials, fabrication and delivery to the job site, unless otherwise provided in the contract documents. Arc Design Lab, Inc. expressly reserves all common law copyright and other property rights in these documents. These documents are to be used solely for the project and site identified herein. No part of these documents may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior 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



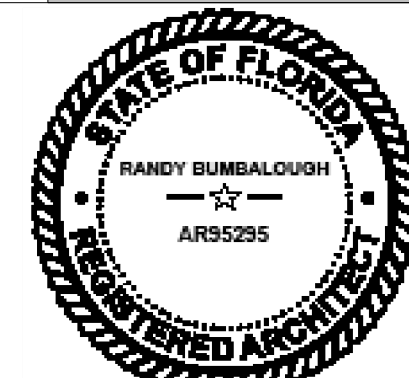
1 FLOOR PLAN  
1/4" = 1'-0"

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.

Paisheep  
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

protouchslc@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.	<b>Interior build out</b>	Installing interior wall frames and applying final finishes	1	\$10,158.00	\$10,158.00
2.	<b>Electrical</b>	Adding outlets and installing lighting systems	1	\$5,500.00	\$5,500.00
3.	<b>Ceiling</b>	Clean open ceiling and sprayed for nice dark finish ceilings	1	\$4,225.00	\$4,225.00
4.	<b>New Flooring</b>	Marble Tile installtion	1	\$8,025.30	\$8,025.30
5.	<b>Mechanical duct work</b>	Installation of registers and returns	1	\$4,250.85	\$4,250.85
6.	<b>Plumbing</b>	Installation of wash bowl	1	\$1,325.00	\$1,325.00
<b>Total</b>					<b>\$33,484.15</b>

Released by Robert Jones on Nov 13, 2024

Released



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

Quateria 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.

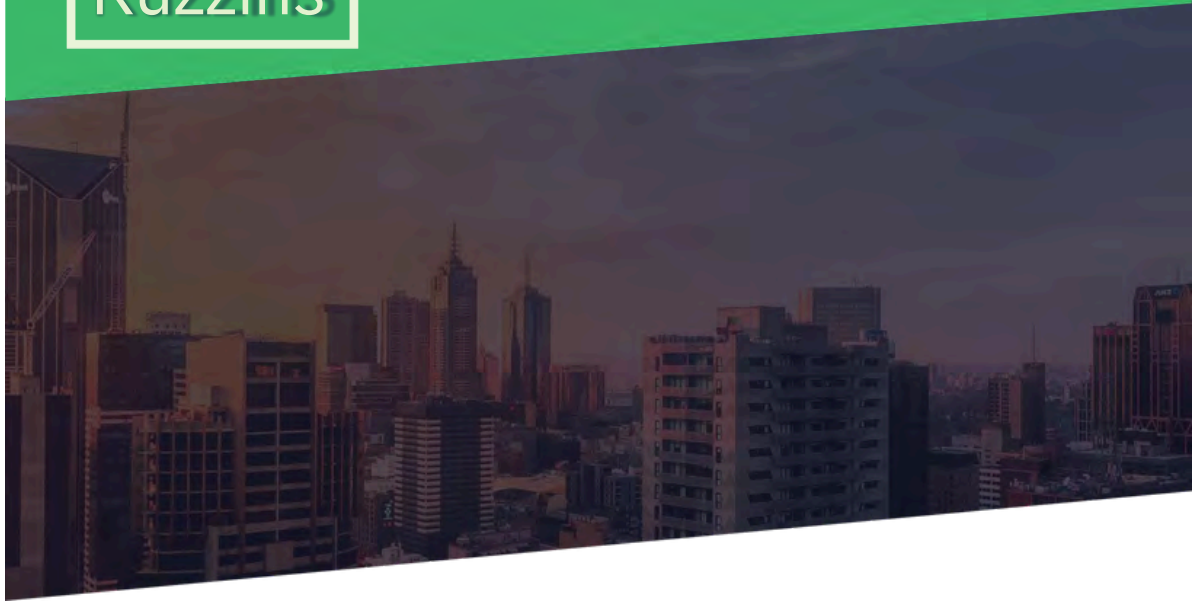
## Required Owners

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

**FUNDING AGREEMENT FOR CHRISTIAN SERVICE CENTER  
407 CONNECT PROJECT**

This Funding Agreement for the 407 Connect Project (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the state of Florida (the “City”), with an address of City Hall, 400 South Orange Avenue, Orlando, Florida 32801, the **Community Redevelopment Agency of the City of Orlando, Florida**, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the “CRA”), with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and the **Christian Service Center for Central Florida, Inc.**, a Florida not-for-profit corporation (the “Christian Service Center”) with an address of 808 West Central Blvd., Orlando, Florida 32805.

PREAMBLE

Founded in 1971, the Christian Service Center is a not-for-profit corporation that seeks to eradicate poverty through the provision of services and programs designed to meet physical, emotional, and spiritual needs, regardless of race, religion, age or gender.

The Christian Service Center owns property at 808 West Central Blvd., Orlando, Florida 32805 on which it operates its headquarters (the “Property”). The Christian Service Center provides various programs to the Homeless at the Property, including comprehensive day services such as bathroom, shower, laundry, mail, and computer facilities, and phone charging, legal counseling, health care, food, financial counseling, life skill training, mental health counseling, career counseling, case management, and housing counseling services.

To better serve its goals in serving the Homeless, the Christian Service Center seeks to acquire two buses (“Buses”) outfitted with a minimum of 39 sleeping pods from The Source, the entity which created the Dignity Bus model, operate the buses as overnight mobile Emergency Shelters providing overnight sleeping accommodations for unsheltered individuals from within the Area, and provide Case Management Services on the Property to the Christian Service Center clients sleeping on the buses with the goal of moving them expeditiously to permanent housing as further described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“407 Connect Project”).

To reach its goals, the Christian Service Center has requested financial assistance for the following:

1. Capital funding for two buses in the total amount of \$350,000.00 (“Capital Funding”).
2. Operational funding for the operation of the buses and Case Management Services for the clients on the buses for three consecutive years in the amount of \$1,009,330.30 for the first year of operations, \$1,026,171.96 for the second year of operations, \$1,056,944.65 for the third year of operations, for an overall total of \$3,092,446.91 (“Operations Funding”).

The CRA was created as a public body corporate and agency of the City of Orlando for the purpose of, among others, carrying out the community redevelopment purposes of Chapter

163, Part III, Florida Statutes (“Community Redevelopment Act”), including the elimination and prevention of the spread of blight.

The City initially adopted a community redevelopment plan for the Downtown Orlando Community Redevelopment Area (“Area”) on July 12, 1982, which was most recently amended on July 17, 2023, pursuant to resolution of City Council (initial plan and all amendments collectively referred to as the “Redevelopment Plan”). The Property is located within the Area.

The Redevelopment Plan specifically notes the challenge created by the perception that the Area is unsafe, partially due to the visible Homeless persons residing therein, and such perception and the loitering of Homeless persons in the Area are impediments to further redevelopment of the Area.

The 407 Connect Project has been designed to minimize the impacts of the Homeless persons on the Area, by providing a place off the streets for homeless persons within the Area to be at night as well as during the day, receiving Case Management Services to be provided by the Christian Service Center on the Property. The Case Management Services are aimed at assisting Homeless persons in regaining self-sufficiency and connecting clients with housing.

The Redevelopment Plan provides that the CRA may support and fund construction and/or operation of Emergency Shelters, transitional housing, supportive service centers and outreach programs for the Homeless population that are designed to assist individuals in regaining self-sufficiency and minimize the impacts of Homeless persons on the residents and businesses within the Area. Further, the Redevelopment Plan calls for the CRA to continue collaboration with homeless service providers on issues related to downtown homelessness.

The CRA is authorized by Section 163.370(2)(c), Florida Statutes, to undertake and carry out community redevelopment and related activities within the Area necessary for carrying out the community redevelopment objectives in accordance with the Redevelopment Plan as well as the overall elimination and prevention of the spread of blight in the Area. The CRA desires to assist in funding a portion of the costs of the 407 Program in partial fulfillment of Redevelopment Plan goals and Community Redevelopment Act goals of preventing the spread of blight.

The City has determined that operation of the 407 Connect Program will help to achieve the City’s goal of supporting organizations which provide shelter and related services to the Homeless and will assist in fulfilling multiple goals of the Redevelopment Plan.

The City and CRA recognize a community benefit to increased shelter capacity throughout the region and will work with the Christian Service Center in its efforts to bring the bus(es) to other municipalities as a demonstration model to encourage such communities to consider similar homeless interventions in their municipalities.

The Capital Funding and Operations Funding are to be provided pursuant to the terms and conditions of this Agreement, including the condition that the Christian Service Center complies with the obligations set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**SECTION 1**  
**PREAMBLE**

The statements set forth in the foregoing Preamble are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

**SECTION 2**  
**CERTAIN DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

“407 Connect Project” has the meaning set forth in the preamble to this agreement.

“Accelerate Orlando” means the City’s plan to leverage \$58 million in ARPA federal funds to further efforts in tackling homelessness and affordable housing.

“Act of God” means a severe, unanticipated natural event for which no human is responsible.

“ARPA” means the American Rescue Plan Act effective March 11, 2021.

“Budget” means a detailed, line-item estimate of the costs to operate the 407 Connect Project.

“Case Management Services” includes, but is not limited to, the following services to be provided by the Christian Service Center with minimum operating hours of 7:00 a.m. to 7:00 p.m. at the Property:

Case Management – Managers will work with individuals to set goals, save money, assist with medical and mental health care, bus passes, emotional and spiritual support.

Housing Counseling-Staff will provide assistance in determining housing options for clients and connecting clients with permanent housing.

“Emergency Shelter” means a facility, the primary purpose of which is to provide a temporary shelter for the Homeless from within the Area and which does not require occupants to sign leases or occupancy agreements.

“HCD Director” means the Director of the Housing and Community Development Department of the City of Orlando, Florida, or their designee.

“Homeless” means an individual or family located in the Area who lacks a fixed, regular, and adequate nighttime residence as further defined in 24 CFR § 576.2.

“Obligations” means the Christian Service Center’s obligations to provide a nighttime mobile Emergency Shelter and Case Management Services to the Homeless within the Area as more fully described in Section 4C hereof and **Exhibit “A”** hereto.

**SECTION 3**  
**PROJECT CAPITAL FUNDING**

A. Project Capital Funding. The City, through Accelerate Orlando, will provide the Capital Funding, in an amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), to the Christian Service Center for the purpose of funding the actual cost of purchasing the two buses for use in the 407 Connect Project as described herein. The City shall have the right to approve the specific buses to be purchased prior to Christian Service Center’s purchase thereof.

Following such approval, the City shall provide 50 % of the cost of the buses (up to \$175,000.00) following placement of the order for the buses and receipt of an invoice from Christian Service Center with proof thereof included.

The remaining 50% of the cost of the buses (up to \$175,000.00) shall be provided following delivery of the buses to Christian Service Center and receipt of an invoice from Christian Service Center with proof thereof included.

B. If this Agreement is terminated pursuant to the terms herein, or at the end of the Term of this Agreement, the buses shall be, at the City’s sole option, (i) conveyed to the City by Christian Service Center, (ii) conveyed to another entity for use in operating a similar program, with such entity to be approved by the City, or (iii) retained by Christian Service Center.

**SECTION 4**  
**CRA OPERATIONS FUNDING AND RELATED CRA REQUIREMENTS**

A. Amount of Operations Funding and Timing of Payments. Subject to the terms and conditions set forth in this Agreement, the CRA agrees to contribute Operations Funding to the Christian Service Center to fund operation of the 407 Connect Project for a three-year period from the first payment of Operations Funding under this Section (“Operations Funding Period”), in partial fulfillment of the Redevelopment Plan goals. The CRA’s obligation to make any Operations Funding payment under this Agreement is expressly contingent upon the conditions set forth in this Section. Payments shall be made proactively, intended to cover operations cost for the upcoming six-month period for the initial five hundred-thousand-dollar (\$500,000.00) payment and upcoming three-month period for the remaining payments.

An initial payment of Operations Funding in the amount of five hundred thousand dollars (\$500,000.00) shall be made to Christian Service Center on May 1, 2025 or thirty (30) days prior to anticipated delivery of the buses to Christian Service Center, whichever is later.

Two payments of two hundred fifty-four thousand six hundred sixty-five and 15/100 dollars

(\$254,665.15) each shall be made to the Christian Service Center, the first on the date which is six months from the first payment of \$500,000.00 and the second on the date which is nine months from the first payment of \$500,000.00.

Four equal payments of two hundred fifty-six thousand five hundred forth two dollars and 99/100 dollars (\$256,542.99) each shall be made every three months thereafter over the next twelve months.

Four equal payments of two hundred sixty-four thousand two hundred thirty-six and 16/100 dollars (\$264,236.16) each shall be made every three months thereafter for the following twelve months.

A total of 11 payments of Operations Funding, totaling three million ninety-two thousand four hundred forty-six dollars and 91/100 dollars (\$3,092,446.91) shall be made over the three-year Operations Funding Period.

Notwithstanding the foregoing, if this Agreement is terminated for convenience pursuant to Section 12 hereof, Operations Funding payments shall be prorated to cover the costs of operating the 407 Connect Program during the Termination Notice Period, but no other future Operations Funding payments contemplated in this section will be made thereafter.

<b>YEAR ONE OPERATIONS FUNDING SCHEDULE</b>	
May 31, 2025 (or 30 days after delivery	\$500,000
6 Months after first payment	\$254,665.15
9 Months after first payment	\$254,665.15
<b>YEAR TWO OPERATIONS FUNDING SCHEDULE (4 payments every three months)</b>	
Three months after final year one payment	\$256,542.99
Three months later	\$256,542.99
Three months later	\$256,542.99
Three months later	\$256,542.99

<b>YEAR THREE OPERATIONS FUNDING SCHEDULE</b> (4 payments every three months)	
Three months after final year two payment	\$264,236.16
Three months later	\$264,236.16
Three months later	\$264,236.16
Three months later	\$264,236.16

B. Conditions to Operations Funding. The Christian Service Center shall offer a minimum of thirty-nine sleeping pods on the buses for overnight emergency shelter and provide Case Management Services on the Property continuously during the Operations Funding Period in order to receive Operations Funding. Throughout the Term of this Agreement, the Christian Service Center shall actively serve on the City’s Unsheltered Response Team, attending weekly meetings and other meetings as requested by the City or CRA. Additionally, throughout the Term of this Agreement, the Christian Service Center shall coordinate with the CRA and its contractors or agents as directed by the CRA regarding outreach to homeless within the Area by the CRA, its contractors or agents, or directly by the Christian Service Center staff or agents. Notwithstanding the foregoing, should the Christian Service Center be in violation of meeting any of the requirements or conditions of this Agreement, at any time during the Operations Funding Period, the CRA may provide the Christian Service Center with a Notice of Breach (as defined herein). In the event the Christian Service Center fails to cure such a breach within the time periods set forth in Section 11 herein, the Christian Service Center shall be considered to be in breach of this Agreement and the CRA may immediately cease all Operations Funding, notify the Christian Service Center of such breach and may terminate this Agreement in its entirety.

C. Obligations of the Christian Service Center. The Christian Service Center will operate the 407 Connect Project as generally described in this Agreement throughout the Operations Funding Period. The Christian Service Center shall use the Operations Funding provided by the CRA only within the Area and only for the purposes described in this Agreement, including the **Exhibits** attached hereto. The Christian Service Center shall meet the performance goals set forth in **Exhibit “B”** at all times during the Operations Funding Period.

1. Mobile Emergency Shelter. Upon execution of this Agreement, the Christian Service Center shall enter into a contract with The Source to acquire two Dignity Buses for use in operating two buses a minimum with thirty-nine sleeping pods for use in providing overnight shelter for Homeless within the Area. Such buses shall be operated daily throughout the Operations Funding Period.

2. Case Management Services. At all times throughout the Operations Funding Period, the Christian Service Center will provide Case Management Services at the Property as generally described in this Agreement.
3. Homeless Management Information System. The Christian Service Center must use the Homeless Management Information System (HMIS). The Christian Service Center shall enter all client data describing demographics, eligibility and financial assistance, including the number of individuals and families that were served, the number served on-site during the day-time hours, including both residents and non - residents, demographics, any placements/exits to housing, and placement exits to other shelter into the Homeless Management Information System (HMIS). Data must be entered, at a minimum, on a weekly basis. This data will be collected by the HMIS Lead agency on a monthly basis via the HMIS monthly status report. The Christian Service Center is required to submit a report to the City that it has complied with this requirement periodically as requested by the City.
4. Nondiscrimination and Equal Opportunity. The Christian Service Center shall comply with the requirements in 24 CFR part 5, subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a) and shall maintain records showing compliance with the provisions throughout the Operations Funding Period.

## **SECTION 5** **RECORDS**

The Christian Service Center must maintain documentation including but not limited to documentation at intake of the evidence relied on to establish and verify “Homeless” within the Area status; records of the annual income of the Homeless individual or family to establish eligibility; program participant records including the services and assistance provided to the Homeless individuals or family, as applicable, including any rental assistance, security deposits, utility payments, made on behalf of the homes individual or family; documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment developed by the Continuum of Care in accordance with the requirements established by HUD; records of any rental assistance agreements or any utility allowances established; records establishing the Christian Service Center’s participation in HMIS for all projects; compliance with other federal requirements; and financial records demonstrating that the Capital Funding and Operations Funding funds were spent in accordance with this Agreement;

Throughout the Term of this Agreement, the Christian Service Center must maintain records documenting the total number of Homeless individuals and families served and the type of services and/or actual services performed and the date(s) on which such services were provided, so that an audit trail documenting services is available.

The Christian Service Center shall maintain records that document compliance with the terms of this Agreement and other regulations, as well as separate and distinct financial records



of its accounts, operations, and other documentation that adequately identify the use of the Capital Funding and the Operations Funding. The Christian Service Center shall keep orderly and complete records of its accounts and operations and shall keep these records open to inspection by the City at reasonable hours during the entire Term of this Agreement and for a period of five (5) years after the end of the Operations Funding Period.

## **SECTION 6** **REPORTS**

During the Operations Funding Period the Christian Service Center shall submit progress and financial reports to the CRA's Executive Director as set forth in this Section.

- A. Quarterly and Annual Reports. The Christian Service Center shall submit quarterly progress, financial, and HMIS reports to the CRA for the 407 Connect Project (annual quarterly reports for January-March due by April 30th each year, for April-June due by July 31st each year, for July-September due by October 31st each year, and for October-December due by January 31st) as well as an annual summary for each calendar year (or portion thereof as applicable) to be provided to the CRA by January 31<sup>st</sup> of each year.
- B. Progress Reports. The Christian Service Center shall submit progress reports, by submission of a completed **Exhibit "B"** form or other form as directed in writing by the CRA, that shall confirm that the Christian Service Center has met the conditions set forth in this Section and shall provide data related to each performance goal enumerated on **Exhibit "B"** hereto. Additionally, each report shall contain information including the number of persons served, and demographics of those served. In addition, the Christian Service Center shall document how many individuals have moved into housing, maintained or obtained employment and report such numbers applicable for the report's timeframe in each report to the CRA. For each client exiting into permanent housing, the Christian Service Center shall provide such client's HMIS identification number within the CRA reports.
- C. Financial Reports. Each quarterly financial report shall show expenditures as compared to the Budget for such period. Annual report should include expenditures for the entire calendar year and compare such expenditures to the annual Budget.
- D. HMIS Reports. In addition to other HMIS reporting as required herein, the Christian Service Center shall provide quarterly and annual HMIS Performance Reports, in form as may be directed by the CRA Executive Director or HCD Director from time to time, including the following information:
  - Verification of Homelessness
  - Annual Income
  - Households by Gender and Age
  - Households by Race/Ethnicity
  - Households Housing Units
  - Households Receiving Housing Assistance/Support Services

- Household Ending Destination
- Case Management Services and amount/level of services provided to 407 Connect clients as required herein
- Any other data points or records as required by the City or CRA

E. Delivery of Reports. The reports shall be provided to the CRA's Executive Director by electronic means via electronic mail with a copy sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6<sup>th</sup> floor, Orlando, Florida 32801, or by such other method directed in writing by the CRA.

F. Reporting Failure. Failure to comply with the requirement to submit reports in this section without at least forty-eight (48) hours prior written notification to the CRA's Executive Director and Division Fiscal Manager and without the prior written consent of the CRA's Executive Director, such consent not to be unreasonably withheld, shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Christian Service Center to receive Operations Funding from the CRA. Reports shall be reviewed by the CRA Executive Director and/or his designees upon submission. Should any performance goal listed in **Exhibit "B"** not be achieved during any period of annual reporting, the Christian Service Center shall note such failure to meet a performance goal, provide an explanation therefor, and either suggest a corrective action(s) and a timeframe within which to implement such action or suggest a proposed modification to such performance goal and the justification therefor. The CRA's Executive Director shall review any such proposed corrective actions and proposed performance goal modifications. The Christian Service Center's Chief Executive Officer and the CRA's Executive Director shall jointly determine corrective actions to be taken and modifications to be made to the performance goals not met. Upon an agreed upon corrective action or modified performance goal, if implementation of such corrective action does not lead to the Christian Service Center's meeting the performance goal within the agreed upon time frame, or in the case of a modification or recalibration of a performance goal, the new performance goal is not met within the agreed upon time frame, the Christian Service Center shall be considered to be in breach of this Agreement and the CRA may cease Operations Funding, notify the Christian Service Center of such breach and may terminate the CRA's commitment to provide Operations Funding pursuant to this Agreement. If the Christian Service Center's Chief Executive Officer and the CRA's Executive Director fail to agree to a corrective action or joint modification, the Christian Service Center shall be considered to be in breach of this Agreement and the CRA may immediately cease Operations Funding, notify the Christian Service Center of such breach and may terminate this Agreement including the CRA's commitment to provide further Operations Funding pursuant to this Agreement. Additionally, the parties agree that performance goals may be modified and that any such modification agreed to by the CRA's Executive Director and the Christian Service Center's Chief Executive Officer shall control for the next reporting year.

**SECTION 7**  
**AUDIT, MONITORING, INSPECTIONS**

A. Audit. The Christian Service Center will keep books and records relating to the Project, the Operations, and the performance of its obligations under this Agreement, including, but not limited to, compliance with the Performance Benchmarks and the Obligations in this Agreement, in accordance with generally accepted accounting principles. The City and the CRA and their designated agents shall have the right to review, inspect and audit such books and records of the Christian Service Center at all reasonable times during normal business hours upon reasonable notice. The Christian Service Center shall maintain such books and records for the Term of this Agreement, plus five (5) years after the end of the Operations Funding Period, and the City and CRA shall have the right to review, inspect and audit such books and records for the entire Operations Funding Period and for such five (5) year period thereafter.

B. Monitoring and Inspections. The Christian Service Center acknowledges and agrees that the City and CRA may monitor and inspect the Christian Service Center's performance during the Term of this Agreement, and the Christian Service Center shall allow access to the Project for such monitoring and inspection. During the entire Term of this Agreement, the Christian Service Center shall assist the City and CRA in conducting on-site inspections of the Project for compliance with this Agreement and compliance with property standard requirements listed herein and shall allow the City and CRA to access and inspect the Property at any reasonable time during normal business hours upon reasonable notice during the Term of this Agreement.

The Christian Service Center shall allow on-site monitoring of the Property, its programs, and the Case Management Services on as frequent a basis as the City or CRA deem necessary and at any other time that may be required to determine compliance with this Agreement. The Christian Service Center shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City and CRA, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, terms, and conditions of this Agreement stated herein.

C. Reasonable Access. All files, records, documents, including financial statements and data, shall be made available for review to the City and the CRA, any of the City's or CRA's auditors, the City's Office of Internal Audit and Evaluation, or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the activity or to meet any City or CRA requirements under this Agreement during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Christian Service Center's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor, and it is the Christian Service Center's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City or the CRA to ensure compliance with this Agreement and with all federal, state, and local laws and regulations.

**SECTION 8**  
**NO CONFLICT OF INTEREST**

Christian Service Center certifies that no officer or employee of the CRA or City, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in the Christian Service Center.

**SECTION 9**  
**INSURANCE**

A. Insurance to be maintained by the Christian Service Center at all times during the Term of this Agreement.

The Christian Service Center shall procure and maintain throughout the Term the types and amounts of insurance conforming to the minimum requirements set forth herein. The insurers providing coverage as required herein must be either (1) authorized by a subsisting certificate of authority issued by the Department of Financial Services of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports. The Christian Service Center shall not be entitled to any funds under this Agreement until the required insurance is in force and evidence of insurance reasonably acceptable to the City and CRA has been provided to and approved by the City and CRA. The Christian Service Center shall fulfill its insurance obligations and provide the insurance policies listed below.

As evidence of compliance with the insurance required herein, the Christian Service Center shall furnish the City and the CRA with a fully completed satisfactory Certificate of Insurance evidencing all coverages required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability Insurance, signed by an authorized representative of the insurer(s) verifying inclusion of the City, the CRA and the City's and CRA's elected and appointed officials, officers, agents and employees as Additional Insureds in the Commercial General Liability coverage.

The Christian Service Center shall make commercially reasonable efforts to notify the City in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the commencement date of said action. The Christian Service Center shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to the expiration or termination of such insurance.

1. All Risk Coverage. All Risk insurance covering the Property and Buses, in an amount at least equal to 100% of replacement value with a "deductible" of up to Fifty Thousand Dollars (\$50,000), and with stipulated amount full replacement cost or agreed valuation endorsement, without any deduction for physical depreciation of the Property or Buses. Such policy shall insure against loss or damage by (i) fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, and smoke damage, and (ii) such other risks as are customarily covered with respect to improvements similar to the Property in the vicinity of the Property determined

by the City in good faith. Such coverage shall provide for a full waiver of subrogation by the insurer as to any and all claims against the City, the CRA, and their respective agents, employees, elected and appointed officials, officers, and contractors, and all defenses based upon acts of the insureds or the existence of co-insurance. The City and the Christian Service Center, at the sole cost and expense of the Christian Service Center, shall cooperate in adjusting and settling any loss with the insurer under such policy. The amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by the Christian Service Center to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance proceeds.

2. Commercial General Liability Insurance. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida, in form acceptable to the City, in its reasonable discretion.

The City and the CRA shall be included as “Additional Insureds” on a form no more restrictive than ISO Form CG 20 II (Additional Insured - Managers or Lessors of Premises). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
-----------------	-------------

3. Flood. If the Property is located in an area identified as having special flood hazards by the Director of Federal Emergency Management, the Christian Service Center agrees to obtain flood insurance under the National Flood Insurance Program.

C. Risk of Loss. The Christian Service Center shall be solely responsible for the risk of loss to and maintaining insurance for any and all real property, equipment or personal property belonging to the Christian Service Center, including the Buses. Compliance with these insurance requirements shall not limit the liability of the Christian Service Center. Any remedy provided to the City by the insurance provided by the Christian Service Center shall be in addition to and not in lieu of any other remedy available to the City or the CRA under this Agreement or otherwise.

D. Approval and Certificates. Neither approval nor failure to disapprove insurance furnished by the Christian Service Center shall relieve the Christian Service Center from responsibility to provide insurance as required by this Agreement.

Certificates of insurance must be completed as follows:

Certificate Holders:

City of Orlando, Florida  
Attn: HCD Director  
400 South Orange Avenue, 7th Floor  
Orlando, FL 32801

and

Community Redevelopment Agency of the City of Orlando, Florida  
Attn: Executive Director  
400 S. Orange Avenue, 6th Floor  
Orlando, FL 32801

Additional Insured for General Liability:

City of Orlando, Florida, its elected and appointed officials, officers, agents and employees.

and

Community Redevelopment Agency of the City of Orlando, Florida, its elected and appointed officials, officers, agents and employees.

## **SECTION 10** **INDEMNIFICATION**

The Christian Service Center agrees to indemnify and hold harmless the City and the CRA, their elected and appointed officials, officers, employees, agents and contractors from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind or nature arising or growing out of or in any way connected with this Agreement, the operation of the 407 Connect Project or any Case Management Services or other operations at the Property or on the Buses, or the provision by the City or the CRA of Capital Funding or Operations Funding ("Claims"), other than (i) Claims arising from the actions or omissions of City in its regulatory capacity, such as but not limited to building inspections by the City's building department, and (ii) Claims resulting from the willful misconduct of the City or the CRA, or any of its respective elected or appointed officials, employee, agents or representatives. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

## **SECTION 11** **BREACH AND REMEDIES**

A. The Christian Service Center's Breach, Notice and Opportunity to Cure. Subject to Force Majeure (as defined in Section 29 herein), the Christian Service Center's failure to comply at all times and within the time required, with its obligations contained herein, including, but not limited to, fulfilling the Obligations in operating the 407 Connect Project, meeting the Performance Benchmarks, and completing the reporting obligations described in this Agreement, shall be a material breach of this Agreement. The City, or the CRA, shall provide written notice of such breach to the Christian Service Center ("Notice of Breach"), and the Christian Service Center's failure to cure such breach within thirty (30) calendar days from the date of its receipt of the Notice of Breach (the "Curative Period") shall constitute an "Event of Default". Notwithstanding the foregoing, if the nature of the breach is such that it cannot reasonably be

cured within such 30 day period, then the Curative Period shall be extended for a reasonable period of time to cure such breach provided that the Christian Service Center diligently undertakes and pursues such cure, and further provided that the Christian Service Center provides the City or the CRA, as applicable, with documentation evidencing that it is diligently undertaking and pursuing such cure to the City's or the CRA's, as applicable, reasonable satisfaction, but in any event, the maximum Curative Period shall not be more than one (1) year from the Christian Service Center's receipt of the Notice of Breach. The failure of the City or CRA to provide written notice will not constitute a waiver of the breach. Notwithstanding the foregoing, the obligation to meet a Performance Benchmark shall be considered breached when a quarterly benchmark is not met as indicated in any quarterly report provided pursuant hereto, subject to the terms of Section 6 F. hereof related to modification of such Performance Benchmarks by agreed upon corrective action and timeframes.

C. Remedies for Breach of Obligations.

1. Termination of Agreement. In an Event of Default, the City or CRA may terminate this Agreement in which event, all future Operations Funding shall cease, and the use of buses shall be determined in accordance with Section 3.

2. Injunctive Relief. The parties acknowledge and agree that the Christian Service Center's failure to comply with the Obligations set forth in this Agreement cannot be remedied by monetary damages. Therefore, in the event of the Christian Service Center's breach of the Obligations, the City and the CRA shall be entitled to injunctive relief, without the requirement of any bond, to require performance and compliance with the Obligations, including, without limitation all audit and review rights in favor of City or CRA.

D. Rights Cumulative. No right, power or remedy of the City or CRA as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of the City or CRA, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to the City or CRA now or hereafter existing at law or in equity and may be pursued separately, successively or together against the Christian Service Center, any responsible person, or the Property or any part thereof, or any one or more of them, at the sole discretion of the City or CRA. The failure of the City or CRA to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

E. City/CRA Breach. In the event that the City or the CRA materially breaches any of their obligations contained herein, including, but not limited to the obligation to provide funding, and fails to cure such breach within thirty (30) calendar days from the date of its receipt of written notice of such breach from the Christian Service Center, then the Christian Service Center shall have the right to require the City's, or the CRA's, as applicable, specific performance under the terms and conditions of this Agreement.

F. Repayment of Funding. The Christian Service Center acknowledges and agrees that both the Capital Funding and Operations Funding is provided for the specific purposes set forth herein and that in the event that any of such Funding is used for other purposes, the City

and CRA may seek repayment of any such Funding from the Christian Service Center. Additionally, Christian Service Center agrees to repay any funds that are provided in error.

## **SECTION 12**

### **TERMINATION FOR CONVENIENCE**

Any party may terminate this Agreement upon one hundred twenty (120) days' written notice ("Termination Notice Period") to the other parties. In such case, the terms of Section 3 provide what shall occur with the Buses and the terms of Section 4 provide how Operations Funding will cease.

## **SECTION 13**

### **ASSIGNMENT**

The Christian Service Center shall not assign this Agreement without the prior, written consent of the City and the CRA, which consent may be withheld in the City's and CRA's sole discretion. Any attempted assignment of this Agreement without advance written consent of the City and the CRA is void ab initio. Third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the funding that may be described in this Agreement.

## **SECTION 14**

### **RESOLVING ANY INVALIDITY**

The parties hereby agree that in the event the City's, or CRA's, providing the Capital Funding to the Christian Service Center, or the CRA's providing the Operations Funding, is ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to provide the proceeds of the funding.

## **SECTION 15**

### **BANKRUPTCY**

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



**SECTION 16**  
**NO LIABILITY OR MONETARY REMEDY**

The Christian Service Center 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 City or CRA, and that neither the City nor the CRA bear any liability for direct, speculative, indirect, special, exemplary, incidental, punitive, or consequential loss or damages of any nature howsoever caused, and whether based on contract, tort (including negligence), indemnity, strict liability or any other theory of the law. The only remedy available to the Christian Service Center for any breach by the City or CRA is to require the City's, or CRA's, specific performance under the terms and conditions of this Agreement.

**SECTION 17**  
**SEVERABILITY**

Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof. However, upon such determination that any term or other provision is invalid, illegal or unenforceable or void, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. In the event the parties do not agree on a modification of this Agreement, and if the Obligations, or any portion thereof, have been determined invalid, illegal, void or unenforceable in any material respect and such determination materially interferes with the objectives of the Obligations, then, regardless of anything in this Agreement to the contrary, the Capital Funding (or such portion thereof disbursed to or for the Christian Service Center), together with interest at the statutory rate per annum, shall be repaid to the City on demand.

**SECTION 18**  
**EFFECTIVE DATE**

This Agreement shall become effective on the Effective Date first written above.

**SECTION 19**  
**RELATIONSHIP**

This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the City and the Christian Service Center or the CRA and any other party. The Christian Service Center cannot create any obligation or responsibility on behalf of the City or CRA or bind the City or 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 advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. The Christian Service Center further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Christian Service Center as an inducement to entering into this Agreement.



City of Orlando  
400 South Orange Avenue, 6th Floor  
Orlando, FL 32801

To Christian Service Center: Christian Service Center for Central Florida, Inc.  
808 West Central Blvd.  
Orlando, Florida 32805  
Attn: Executive Director

The parties hereby agree to notify each other of any change of address.

**SECTION 24**  
**CAPTIONS**

The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

**SECTION 25**  
**NO CITY SECURITY**

This Agreement shall be construed in such manner that in no event shall the City or CRA be required to provide security for repayment of any portion of any outstanding loans to the Christian Service Center with respect to the Property nor shall the City or CRA be obligated under any mortgage or promissory note as the same relate to the Property.

**SECTION 26**  
**PERMITS**

The Christian Service Center shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct the Project on the Property.

**SECTION 27**  
**COMPLIANCE WITH LAWS**

The Christian Service Center shall at all times be in compliance with all applicable federal, state and local laws, statutes, rules and regulations, including, but not limited to the Orlando City Code and City Code sections pertaining specifically to planning, zoning, permitting and construction, including, but not limited to the Florida Building Code, Americans with Disabilities Act, the Florida Civil Rights Act, the Civil Rights Act of 1968 (i.e. Fair Housing Act, 42 U.S.C. §3601-3620), and the Fair Housing Act of Florida (i.e. Florida Statutes sec. 760.01- 760.37). This paragraph is not intended to preclude the City, in its regulatory capacity, from granting the Christian Service Center certain waivers, exemptions or variances under the Orlando City Code as allowed therein.

**SECTION 28**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

**SECTION 29**  
**FORCE MAJEURE**

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

**SECTION 30**  
**NO WAIVER**

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

**SECTION 31**  
**TERM**

Unless earlier terminated, the term (the "Term") of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the payment of the initial payment of Operations Funding

**SECTION 32**  
**SOVEREIGN IMMUNITY**

City is a Florida municipal corporation, and CRA is an agency, whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City or CRA beyond that provided in section 768.28, Florida Statutes. Further,

nothing herein is intended as a waiver of City's, or CRA's, sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for anything which might allow claims otherwise barred by sovereign immunity or operation of law.

**SECTION 33**  
**NO THIRD PARTY RIGHTS**

The provisions of this Agreement are intended to bind the parties hereto as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this Agreement.

**SECTION 34**  
**WAIVER OF TRIAL BY JURY**

THE CHRISTIAN SERVICE CENTER AND CITY AND CRA HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NONE OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NONE OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NONE OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

**IN WITNESS WHEREOF**, the City, the CRA, and the Christian Service Center have executed this Funding Agreement for Christian Service Center 407 Connect Project as of the Effective Date.

**SIGNATURES BEGIN ON NEXT PAGE**

**City Signature Page**

Signed, sealed and delivered in the presence of the following witnesses:

**CITY OF ORLANDO**

\_\_\_\_\_  
Signature of Witness 1

By: \_\_\_\_\_  
Mayor Buddy Dyer

\_\_\_\_\_  
Printed Name of Witness 1

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Post Office Address of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Printed Post Office Address of Witness 2

ATTEST:

(MUNICIPAL SEAL)

By: \_\_\_\_\_  
Stephanie Herdocia, City Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Buddy Dyer and Stephanie Herdocia, the Mayor and City Clerk, respectively, of the City of Orlando, Florida, who are both personally known to me.

NOTARY SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

FOR THE USE AND RELIANCE OF  
CITY OF ORLANDO ONLY.

Approved as to form and legality.

\_\_\_\_\_  
Assistant City Attorney

***CRA Signature Page***

Signed, sealed and delivered in the presence of the following witnesses:

**CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Signature of Witness 1

By: \_\_\_\_\_  
Buddy Dyer  
Chairman

\_\_\_\_\_  
Printed Name of Witness 1

\_\_\_\_\_  
Printed Post Office Address of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Printed Post Office Address of Witness 2

ATTEST:  
  
By: \_\_\_\_\_  
David Barilla  
Executive Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Buddy Dyer and David Barilla as the Chairman and Executive Director, respectively, for the Community Redevelopment Agency, who are both personally known to me.

NOTARY SEAL

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

FOR THE USE AND RELIANCE OF  
COMMUNITY REDEVELOPMENT  
AGENCY ONLY.  
Approved as to form and legality.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

*The Christian Service Center Signature Page*

Signed, sealed and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Printed Name of Witness 1

\_\_\_\_\_  
Printed Post Office Address of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Printed Post Office Address of Witness 2

\_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Printed Name of Witness 1

\_\_\_\_\_  
Printed Post Office Address of Witness 1

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Printed Post Office Address of Witness 2

**CHRISTIAN SERVICE CENTER FOR  
CENTRAL FLORIDA, INC.,  
a Florida not-for-profit corporation**

By: \_\_\_\_\_  
Parks Bennett, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eric Gray, Executive Director

Date: \_\_\_\_\_

*Notary Acknowledgments on Following Page*



**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Michael Perkins, as President, of Christian Service Center for Central Florida, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

NOTARY SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Eric Gray, as Executive Director, of Christian Service Center for Central Florida, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

NOTARY SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

## **EXHIBIT “B”**

- Provide sleeping capacity on the buses for a minimum of 39 individuals originating from within the Area every night
- Provide case management and Case Management Services to a minimum of 100 persons annually
- Connect a minimum of 100 persons with housing annually
- Average 32 to 36 actual clients per night sleeping on buses
- Average 25 clients per quarter exiting to housing

**QUARTERLY PERFORMANCE GOALS REPORTING FORM**

<b>Program Outcomes</b>	<b>Goal</b>	<b>Actual</b>	<b>Percent of Goal</b>
Average Number of Clients per Night	32-36	#	%
Unduplicated Number of Clients per Quarter	-	#	-
Exit Destination from Shelter per Quarter	25	#	%
Homeless Situation (other shelter, place not meant for habitation)	-	#	%
Institutional Situation (hospital, jail, long-term care facility)	-	#	%
Temporary Situation (transitional housing, host home, temporarily living with family/friends)	-	#	%
Permanent Situations (permanently living with family/friends, rent/ownership by client [with/without ongoing subsidy], HOPWA program)	-	#	%
Permanent Housing with funding assistance from 407 Connect program			
Other Situation (unknown situation, guest didn't check in for nightly reservation, unable to contact)	-	#	%
<b>Length of Shelter Stay</b>			
Average Time to Move-Out of Shelter (CAPER Average time to Move-In)	-	#	-
<b>Origin</b>			
Originating within CRA	100%	100%	100%
<b>Demographics</b>			
<b>Gender</b>		<b>Count</b>	<b>Percent of Gender</b>
Male	-	#	%
Female	-	#	%
Transgender MTF	-	#	%
Transgender FTM	-	#	%
Non-Binary	-	#	%
Other	-	#	%
<b>Additional Information</b>			
Individuals			
Couples unmarried			
Couples married			
Families with children			
Guest with pets			

Age		Count	Percent of Age
18-24	-	#	%
25-34	-	#	%
35-44	-	#	%
45-54	-	#	%
65+	-	#	%
<b>Additional questions</b>			
Primary Barrier to housing?			
Employed at time of entering bus program?	Yes or No		
Employed at time of exiting bus program?	Yes or No		
Were you turned away from shelter in the last 90 days?	Yes or No		
Where sleeping previously? (sidewalk, street, under bridge, etc)			