

**EMERGING MICRO BUSINESS
ENTREPRENEURSHIP PROGRAM
GRANT AGREEMENT**

THIS AGREEMENT made this __ day of _____, 2019 by and between the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate under the laws of the State of Florida, created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and **TOP SHELF EVENT LLC**, a Florida limited liability company whose mailing address is 1090 W 26TH Court, Riviera Beach FL 33404 (the "Grantee"):

WITNESSETH

WHEREAS, the Agency has an Emerging Micro Business Entrepreneurship Program (the "Program"), which is designed to lease to a qualified start up business entrepreneur Agency owned property at a reduced rental rate to operate a business for up to three years and the opportunity to operate a business in the property which is located in the Community Redevelopment Area in the City of Riviera Beach, Florida (the "Area"); and

WHEREAS, the Grantee was ranked the number one respondent to RFP 2018-06 which provided that the Agency would provide funding through the Program to rehabilitate the 500 sq. ft. Agency owned building at 2615 Broadway (the "Building") and lease the Building at a reduced rental rate for a period up to three years pursuant to the terms of the lease attached hereto.

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable considerations the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals set forth above are true and correct and restated herein and the same are hereby incorporated by reference, and made a specific part hereof.

2. INCORPORATION OF PROGRAM DOCUMENTS. The Grantee's response to the RFP, attached hereto as Exhibit "A," and the Program Guidelines, attached hereto as Exhibit "B" are hereby restated herein, and the same are hereby incorporated by reference and made a specific part hereof.

3. GRANTEE'S INITIAL OBLIGATIONS. Grantee undertakes the following obligations in fulfillment hereof:

3.1 Grantee shall secure all proper licensing and permitting associated with the operation of the business in the Building.

3.2 Grantee shall successfully complete the Business Readiness Certification Program offered by Riviera Beach Community Redevelopment Agency "Agency".

3.3 Grantee shall contribute not less than **\$5,000.00** funds to be used for costs of securing appliances, materials, food and other cost associated with the day to day operation of the business as specified in Exhibit "C"

3.4 Grantee shall utilize the space for the proposed and intended proposes as described in Exhibit A (the "Business").

3.5 Grantee shall complete semiannual performance reports to document the Business activities and if pervious goals have been met or exceeded.

3.6 Grantee shall provide financial documentation on a semiannual basis which will be used to calculate the yearly lease amount.

4. AGENCY'S OBLIGATIONS. The Agency undertakes the following obligations in fulfillment hereof

4.1 Agency shall provide funding in the amount of **\$33,200.00** plus a 9% contingency (the 'Funding') for the purposes of rehabilitation of the Building including architectural and engineering

expenses, which are more particularly described in Exhibit "D":

4.2 Agency shall complete the rehabilitation of Building prior to the effective date of the Lease.

4.3 Agency shall lease the Building to the Grantee pursuant to the terms of the lease attached hereto as Exhibit "E".

GRANTEE'S WARRANTIES AND COVENANTS. Grantee hereby warrants and covenants as follows:

5.1. To pay and perform all of the obligations secured by this Agreement according to its terms.

5.2. To keep the Property, at Grantee's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate, except for normal wear and tear, and to make same available for inspection by the Agency at all reasonable times.

5.3. To keep the Property insured against loss by theft and other hazards as reasonably required by the Agency, and such policies shall be obtained from responsible insurers, authorized to do business in this state and are acceptable to the Agency.

5.4 To immediately notify the Agency, in writing, of any change in or discontinuance of Grantee's business mailing address, as set forth above.

6. DEFAULT/BREACH. An event of default ("Event of Default") shall be deemed to have occurred hereunder, if:

a. the Grantee breaches the terms of this Agreement or the Lease, including, but not limited to, failing to maintain the Improvements or operate the Business; or

b. any lien for labor, material, or taxes, or otherwise shall be filed against the Building and not removed or otherwise discharged within thirty (30) days thereafter; or

c. any change in the ownership, membership or control or any portion thereof of the Grantee.

7. ATTORNEYS' FEES. Should any dispute arise hereunder, the Agency shall be entitled to recover against Grantee all costs, expenses and attorneys' fees incurred by the Agency in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorneys' fees through all appeals or other actions.

8. WAIVER. No waiver by the Agency of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Grantee of the same or any other provision or the enforcement thereof. The Agency's consent to, or approval of, any act by the Grantee requiring the Agency's consent or approval shall not be deemed to render unnecessary the obtaining of the Agency's consent to or approval of any subsequent consent or approval of the Grantee, whether or not similar to the act so consented to or approved.

9. ASSIGNMENT. This Agreement or any portion hereof shall not be assigned or transferred by either party.

10. NOTICE. The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. Mail, return receipt requested, and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed.

11. BINDING EFFECT. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

12. CONSTRUCTION. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall be in Palm Beach County, Florida.

13. SEVERABILITY. Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

14. ENTIRE AGREEMENT; MODIFICATION. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

15. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement nor the intent of any provisions hereof.

16. JOINT PREPARATION. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' intent that this Agreement be construed liberally to achieve its intent

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement

18. EXHIBITS ARE INCLUSIONARY. All exhibits attached hereto or mentioned

herein which contain additional terms shall be deemed incorporated herein by reference.

Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

TOP SHELF EVENT, LLC
A Florida limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
KaShamba Miller-Anderson,
Chairperson

Dated: _____

EXHIBITS LIST

- "A" Grantee's Response to RFP
- "B" Emerging Micro Business Entrepreneurship Grant Documents
- "C" Schedule of Grantee's Investments in Business
- "C" Rehabilitation Improvement Schedule
- "D" Lease Agreement

EXHIBIT A

EXHIBIT B

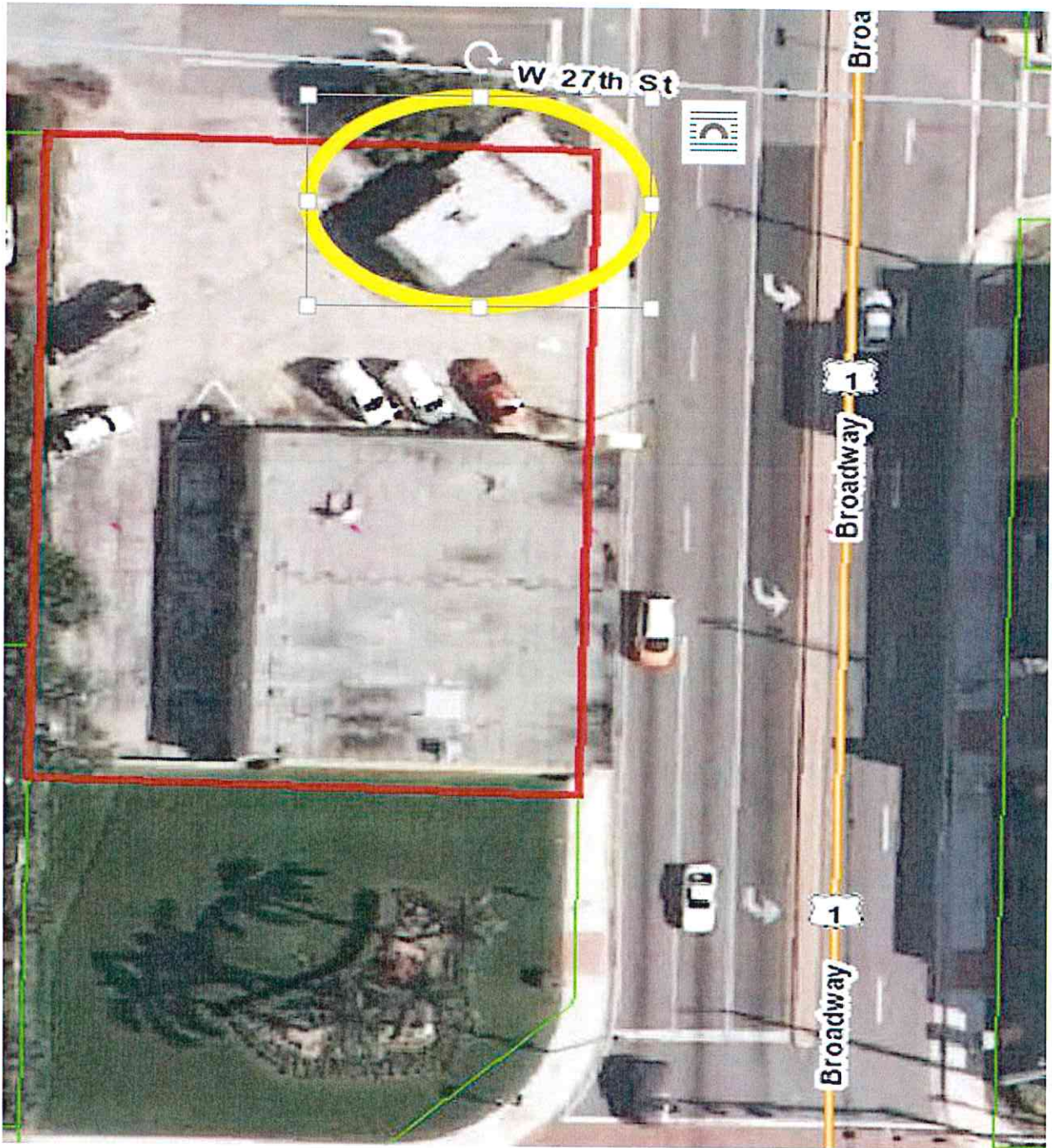


EXHIBIT C

2615 BROADWAY REHAB LIST
Sign removal
Exterior Door replacement
Stucco Repairs
Window replacement
Concrete walk and deck repair
Termite treatment
Interior walls & ceiling repair. Painting 2,500.00 \$ 5,000.00
Floor Tile
Cabinet replacement
Masonry block wall repairs
Water heater replacement
Electrical repairs
HVAC replacement

Restroom remodel

Appliance & Furniture Install

**Schedule
of
Grantee's Investments in Business**

Grantee shall contribute not less than \$5,000.00 towards the costs of securing appliances, materials, food and other expenses associated with the day-to-day operation of the business.