

**ST. PETERSBURG CITY COUNCIL
CONSENT AGENDA
Meeting of June 4, 2009**

TO: The Honorable Chair and Members of City Council

SUBJECT: Authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida ("City") and Fred Snook, d/b/a The Hide Out, ("Tenant") for Space No. 1006 at The Pier for a One (1) Year Term commencing May 1, 2009 and expiring April 30, 2010; and providing an effective date.

EXPLANATION: Attached, for your review, are Article 1 and Exhibit A of The Pier Lease Agreement between the City of St. Petersburg and Fred Snook, d/b/a The Hide Out, a Tenant at The Pier since October 24, 1994, for Space No. 1006. Article 1 sets forth the general business points of the Lease. The Tenant has requested that the City approve the Lease with a One (1) Year Term commencing May 1, 2009 and expiring on April 30, 2010.

RECOMMENDATION: Based upon the above information, Pier Management recommends, and Administration concurs, that City Council authorize the Mayor, or his designee, to execute the Lease Agreement between the City of St. Petersburg and Fred Snook, d/b/a The Hide Out providing for a One (1) Year Term commencing May 1, 2009 and expiring April 30, 2010, for Space No. 1006.

COST/FUNDING/ASSESSMENT INFORMATION: Not Applicable.

ATTACHMENTS: Article I, Exhibit A and Resolution.

APPROVALS:

Administration:

John F. Zani

Budget:

Wladyslaw

CB-1

Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND FRED SNOOK, D/B/A THE HIDE OUT ("TENANT"), FOR SPACE NO. 1006 AT THE PIER FOR A ONE (1) YEAR TERM COMMENCING ON MAY 1, 2009, AND EXPIRING APRIL 30, 2010; AND PROVIDING AN EFFECTIVE DATE.

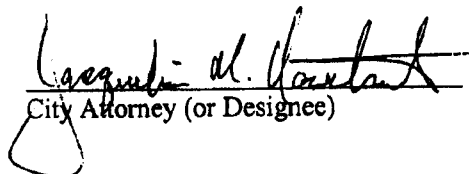
WHEREAS, the City and Tenant wish to enter into a lease for Space No. 1006 at the Pier for a one (1) year term commencing on May 1, 2009, and expiring April 10, 2010 ("Lease"); and

WHEREAS, Tenant has agreed to the terms and conditions contained in the Lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute the Lease between the City of St. Petersburg, Florida and Fred Snook, d/b/a The Hide Out for Space No. 1006 at the Pier for a one (1) year term commencing on May 1, 2009, and expiring April 30, 2010.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:


City Attorney (or Designee)


Downtown Enterprise Facilities Director

PIER LEASE

THIS LEASE is made as of the _____ day of _____, 2009, between the City of St. Petersburg, ("Landlord"), a Florida municipal corporation, and Fred Snook, d/b/a The Hide Out ("Tenant"), whose address is 3 Boxwood Court, Homosassa, FL 34446.

ARTICLE 1

BASIC PROVISIONS

A. Tenant's Trade Name: The Hide Out

B. Center: The building and related structures and improvements which are commonly known as "The Pier," as further defined in Article 2.

Address: 800 Second Avenue N.E., Suite 3002
St. Petersburg, FL 33701-3503

C. Premises: Space No. 1006 at the Center, consisting of approximately seven hundred ninety-nine (799) rentable square feet, the approximate location of which is shown on Exhibit A hereto. The Premises shall include the personal property and equipment listed in Exhibit B hereto, the title to which is held by Landlord. The Premises shall not include the roof or exterior walls of the building or buildings of which the Premises form a part, the underlying real property or submerged land beneath the Premises, or Common Areas, except as may be hereinafter specifically set forth.

D. Commencement Date: May 1, 2009

E. Expiration Date: April 30, 2010

F. Permitted Use: The retail sale of (i) men's and women's leather and non-leather bags, handbags, purses, wallets, belts, jackets, shawls, sweaters, boleros, vests, shoes, boots and additional leather and non-leather fashion accessories; (ii) travel accessories, professional items and briefcases; (iii) leather stuffed animals, backpacks and fanny packs; (iv) painted leather goods, feather accessories, and metal handbags and accessories; (v) exotic leather (such as eel skin, crocodile, alligator, ostrich, sting ray, shark, lizard, snakeskin, buffalo, deerskin), cork and wood handbags and accessories; (vi) fashion sweaters, tapestry, macramé and denim handbags, accessories and jackets; and (vii) Timmy Woods, Mary Frances, Excelled Leather, ERDA, Vera Bradley, Lisa Ashley, Fossil Leather, Tommy Hilfiger, Bill Blass, Nautica, DKNY, Justin, Tony Lama, Danbury and PGA Tour belts, wallets, handbags, jackets and accessories. Tenant shall not use or permit the use of the Premises for any other use or purpose than that set forth herein.

G. Minimum Base Rent:

May 1, 2009 through April 30, 2010 = \$800.00 per month

H. Percentage Rent:

May 1, 2009 through April 30, 2010, six percent (6%) of annual Gross Sales exceeding an annual Breakpoint of One Hundred Seventy-Eight Thousand Dollars (\$178,000.00).

I. Monthly Share of Common Area Costs:

May 1, 2009 through April 30, 2010 = \$200.00 per month

J. Monthly Share of Taxes: N/A

K. Monthly Share of Utilities:

May 1, 2009 through April 30, 2010 = \$150.00 per month

L. Monthly Promotion Fund Charge:

May 1, 2009 through April 30, 2010 = \$100.00 per month

M. Construction Related Charges: N/A

N. Security Deposit: \$1,200.00 (On file)

O. Non-Compete Area: The area within a ten (10) mile radius of the Center.

P. Personal Guarantee: N/A

Q. Rent Payment Address: Tenant shall forward all Rent, insurance certificates and Gross Sales reports to the Manager at the address for the Center set forth in this Article 1, Attention: Management Office, or at such other address or addresses as Landlord shall designate in writing.

R. Rent Shall Be Payable To: The City of St. Petersburg #59-6000424, or such other entity as Landlord shall designate from time to time in writing.

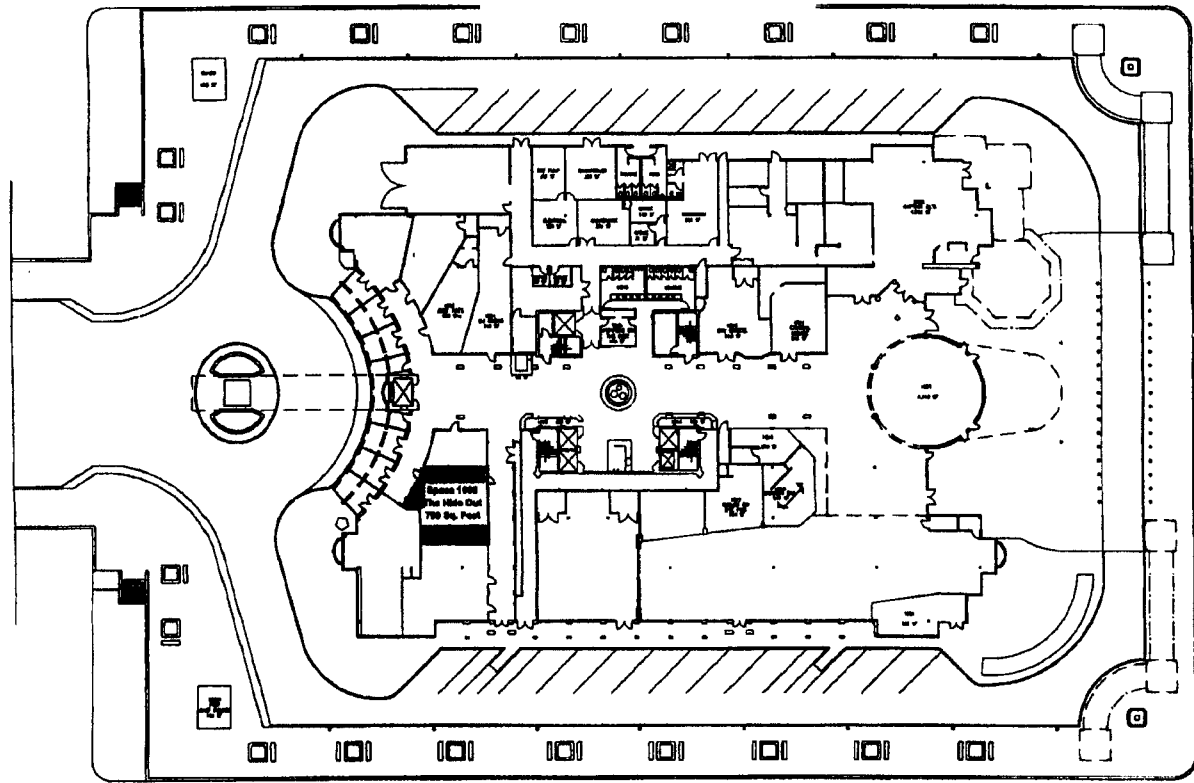
The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article 1, and the terms defined in Article 2, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2

DEFINITIONS

A. "Center" shall mean the building and related structures and improvements which are commonly known as "The Pier" and in which the Premises are located and any other buildings or structures owned or ground leased by Landlord from time to time and operated in conjunction therewith, whether or not shown on Exhibit A hereto, together with the Common Areas, and all parcels or tracts of land owned or ground leased by Landlord from time to time on which all or any portion of

Exhibit A
Fred Snook,
d/b/a The Hide Out



FIRST LEVEL



THE PIER
ST. PETERSBURG, FLORIDA 33701