



City of Marco Island
Community Affairs Department
50 Bald Eagle Drive
Marco Island, FL 34145
Phone: 239-389-5000 or FAX: 239-393-0266

PF-01

CONDITIONAL USE PETITION

Petition number: **CU- 21-000118** Date Received: _____
Planner: _____

Above to be completed by staff

General Information

Property Owner(s): **Mermaid Tails Dance + Marco Sharks MMA**
Owner's Address: **1018 San Marco Rd Marco Island, FL 34145 LLC**
Telephone: **954-260-8581** Fax: _____

Agent's Name: _____
Agent's Address: _____
Telephone: _____ Fax: _____

Disclosure of Interest Information

- a. If the property is owned fee simple by an individual, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest (use additional sheets if necessary).

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____

- b. If the property is owned by a corporation, list the officers and stockholders and the percentage of stock owned by each.

Name and Address	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____

- c. If the property is in the name of a trustee, list the beneficiaries of the trust with the percentage of interest.

Name and Address	Percentage of Interest
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

- d. If the property is in the name of the general or limited partnership, list the name of the general and/or limited partners.

Name and Address	Percentage of Ownership
Kristin Utecht-Crescenzo	50
Danilo Crescenzo	50
<hr/>	<hr/>
<hr/>	<hr/>

- e. If there is a contract for purchase, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Date of Contract:

- f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

5/15/21
g. Date subject property _____ acquired ☒ leased: _____ Term of lease: 1 yr 5 mos. yr/mos
If the petitioner has the option to buy, indicate date of option: _____ and date
option terminates: _____ or anticipated closing date: _____

h. Should any changes of ownership or changes in contracts for purchase subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Detailed legal description of the property covered by the application

If request involves change to more than one zoning district, include separate legal description for property involved in each district. Applicant shall submit four copies of a survey completed within the last 6 months at a maximum 1" to 400' scale if required to do so at the pre-application meeting. The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description an engineer's certification or sealed survey may be required.

Subdivision: _____ Block: _____ Lot: _____

Property ID #: _____ Plat Book: _____ Page #: _____

Address/general location of subject property: 683 S. Collier Blvd Suite A+B

Size of property: _____ feet X _____ feet = 1400 total square feet = _____ Acres Marco Island, FL 34145

Adjacent zoning and land use

Property Subject	Zoning	Land Use
N	_____	_____
S	_____	_____
E	_____	_____
W	_____	_____

Does the property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property.

Subdivision: _____ Block: _____ Lot: _____

Property ID #: _____ Plat Book: _____ Page #: _____

Type of Conditional Use

This application is requesting conditional use number 61161 + 61162 of the Collier district for Kids Dance + Martial Arts Studio

Present Use of the Property: office / retail

Evaluation Criteria

Attach a narrative statement describing this request for conditional use and a detailed response to each of the criterion listed below. Specify how and why the request is consistent with each.

- a. Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the future land use element.
- b. Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, access in case of fire or catastrophe.
- c. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact and odor.
- d. Describe the site's and the proposed use's compatibility with adjacent properties and other properties in the district.
- e. Provide any additional information which you may feel is relevant to this request

NOTE: Pursuant to Section 2.7.4 of the Collier County Land Development Code, staff's recommendation to the Planning Board and the Planning Board's recommendation to the City Council, acting as the Board of Zoning Appeals, shall be based upon a finding that the specific requirements governing the individual conditional use, if any, have been met, and that further, satisfactory provision and arrangement have been made concerning the preceding matters, where applicable.

Deed Restrictions

The City is legally precluded from enforcing deed restrictions, however, significant portions of the City of Marco Island are subject to deed restrictions. You may wish to contact the Marco Island Civic Association (MICA) at (239)642-7778 to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property

To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

No

Additional Submittal requirements

In addition to this completed application, the following must be submitted in order for your application to be deemed sufficient, unless otherwise waived during the pre-application meeting:

1. A copy of the pre-application meeting notes;
2. Eleven (11) copies of a 24" x 36" conceptual site plan (and one reduced 8 1/2" x 11" copy of site plan), drawn to a maximum scale of 1" = 400', depicting following (Additional copies of the plan may be required upon completion of staff evaluation for distribution to The Planning Board, City Council and various advisory boards).
 - All existing and proposed structures and the dimensions thereof, provisions for existing and/or proposed ingress and egress (including pedestrian ingress and egress to the site and the structure(s) on site(s)).
 - All existing and/or proposed parking and loading areas (include matrix indicating required and provided parking and loading, including required parking for the disabled).
 - Locations of solid waste (refuse) containers and service function areas, required yards, open space and preserved areas, proposed locations for utilities (as well as location of existing utility services to the site), proposed and/or existing landscaping and buffering as may be required, location of all signs and lighting including a narrative statement as to the type, character, and dimensions (such as height, area, etc.)
3. An Environmental Impact Statement (EIS), as required by Section 3.8 of the Land Development Code (LDC).
4. Two copies of a recent aerial photograph, taken within the previous twelve months, with a minimum scale of 1" = 400'. The aerial photograph shall identify plant and/or wildlife habitats and their boundaries. Such identification shall be consistent with Florida Department of Transportation Land Use Cover and Forms Classification System.
5. Statement of utility provisions, with all required attachments and sketches.
6. A Traffic Impact Statement (TIS) unless waived at the pre-application meeting.
7. A historical and archeological survey or waiver application if property is located within an area of historical or archaeological probability as identified at the pre-application meeting.
8. Any additional requirements as may be applicable to specific conditional uses and identified during the pre-application meeting, including but not limited to any required state or federal permits.

TRAFFIC IMPACT STATEMENT (TIS)

A TIS is required unless waived at the pre-application meeting. The TIS required may be either a major or minor as determined at the pre-application meeting. Please note the following with regard to TIS submittals:

Minor TIS

Generally required for conditional use and rezone requests for property less than 10 acres in size, although based on the intensity or unique character of a petition, a major TIS may be required for a petition of ten acres or less.

A minor TIS shall include the following:

1. Trip Generation (at buildout)
 - Annual Average Daily Traffic
 - Annual Average Daily Traffic Peak Hour
 - Peak Season Daily Traffic
 - Peak Hour Peak Season Daily Traffic
2. Trip Assignment
 - Within Radius of Development Influence
3. Existing Traffic
 - Within Radius of Development Influence
 - Annual Average Daily Traffic Volumes
 - Peak Season Daily Traffic Volumes
 - Level of Service
4. Impact of the proposed use on affected major throughfares, including any anticipated changes in level of services (LOS)
5. Any proposed improvements (to the site or the external right-of-way) such as providing or eliminating an ingress/egress point, or providing turn or decel lanes or other improvements.
6. Describe any proposal to mitigate the negative impacts on the transportation system.
7. For Rezones Only: State how this request is consistent with the applicable policies of the Traffic Circulation Element (TCE) of the Growth Management Plan (GMP), including policies 1.3, 1.4, 4.4, 5.1, 5.2, 7.2, and 7.3

Major TIS

Required for all other conditional use and rezone requests.

A major TIS shall include the following:

1. All items required for a Minor Traffic Impact Statement
2. Intersection Analysis
3. Background Traffic
4. Through Traffic
5. Planned/Proposed Roadway Improvements
6. Proposed Schedule (Phasing) of Development

TRAFFIC IMPACT STATEMENT (TIS) STANDARDS

The following standards shall be used in preparing a TIS for submittal in conjunction with a conditional use or rezone petition:

Trip Generation

Provide the total traffic generated by the project for each link within the project's Radius of Development Influence (RDI) in conformance with the acceptable traffic engineering principles. The rates published in the latest edition of the Institute of Transportation Engineers (ITE) trip Generation Report shall be used unless documentation by the petitioner of the City justifies the use of alternative rates.

Trip Assignment

Provide a map depicting the assignment to the network, of those trips generated by the proposed project. The assignment shall be made to all links within the RDI. Both annual average and peak seasonal traffic should be depicted.

Existing Traffic

Provide a map depicting the current traffic conditions on all links within the RDI. The AADT, PSDT, and LOS shall be depicted for all links within the RDI.

Level of Service (LOS)

The LOS of a roadway shall be expressed in terms of the applicable Collier County Generalized Daily Service Volumes as set forth in the TCE of the GMP.

Radius of Development Influence (RDI)

The TIS shall cover the least of the following two areas:

- An area as set forth below; or,
- The area in which traffic assignments from the proposed project on the major thoroughfares exceeds 1% of the LOS "C".

Land Use	Distance
Residential	5 miles or as required by DRI
Other (commercial, industrial, institutional, etc.)	
0 - 49,999 Sq. Ft.	2 miles
50,000 - 99,999 Sq. Ft.	3 miles
100,000 - 199,999 Sq. Ft.	4 miles
200,000 - 399,999 Sq. Ft.	5 miles
400,000 and up	5 miles

In describing the RDI and TIS shall provide the measurement in road miles from the proposed project rather than a geometric radius.

Intersection Analysis

An intersection analysis is required for all intersections within the RDI where the sum of the peak-hour critical lane volume is projected to exceed 1,200 Vehicles per Hour (VPH).

Background Traffic

The effects of previously approved but undeveloped or partially developed projects which may affect major thoroughfares within the RDI of the proposed project shall be provided. This information shall be depicted on a map or alternatively in a listing of those projects and their respective characteristics.

Future Traffic

An estimate of the effects of traditional increases in traffic resulting from potential development shall be provided. Potential development is that which may be developed maximally under the effective Future Land Use Element (FLUE) and the Land Development Code. This estimate shall be for the projected development areas within the projects RDI. A map or list of such lands with potential traffic impact calculations shall be provided.

Through Traffic

At a minimum, increases in through traffic shall be addressed through the year 2015. The methodology used to derive the estimates shall be provided. It may be desirable to include any additional documentation and backup data to support the estimation as well.

Planned/Proposed Roadway Improvements

All proposed or planned roadway improvements located within the RDI should be identified. A description of the funding commitments should also be identified.

Project Phasing

When a project phasing schedule is dependent upon proposed roadway improvements, a phasing schedule may be included as part of the TIS. If the traffic impacts of a project are mitigated through a phasing schedule, such phasing schedule may be made a condition of any approval.

Statement of Utility Provisions for Conditional Use Request

Applicant: _____

Address: _____

Telephone: _____ Fax: _____

Address of subject property (if available): _____

Subdivision: _____ Block: _____ Lot: _____

Property ID #: _____ Plat Book: _____ Page #: _____

Type of Sewage Disposal to be provided (check one)

- ☐ County Utility system
- ☐ City Utility System
- ☐ Franchised Utility System: _____
- ☐ Package Treatment Plan: _____ GPD
- ☐ Septic System

Type of Water Service to be provided (check one)

- ☐ County utility system
- ☐ City utility
- ☐ Franchised utility system: _____
- ☐ Private system (well)

Total population to be served: _____

Peak and average daily demands:

Water: peak _____ average daily: _____

Sewer: peak _____ average daily: _____

If proposing to be connected to Collier County Regional Water System, please provide the date service is expected to be required: _____

Narrative Statement

Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of effluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer.

Collier County Utility Dedication Statement

If the project is located within the services boundaries of Collier County's utility service system, written notarized statement shall be provided agreeing to dedicate to Collier County Utilities the water distribution and sewage collection facilities within the project area upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at the time. This statement shall also include an agreement that the applicable system development charges and connection by fees will be paid to the County Utilities Division prior to the issuance of building permits by the

City. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

Statement of Availability Capacity from Other Providers

Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the City, a statement from the provider indicating that there is adequate capacity to serve the project shall be provided.

CONDITIONAL USE APPLICATION SUBMITTAL CHECKLIST

THIS COMPLETED CHECKLIST IS TO BE SUBMITTED WITH APPLICATION PACKET.

	NUMBER OF COPIES	REQUIRED	NOT REQUIRED
Completed Application	1	✓	
Copy of Deed(s) & list identifying Owner(s) & all partners if a Corporation	1	✓	
Completed Owner/Agent Affidavits, Notarized	1	✓	
Pre-application notes/minutes	1		
Conceptual Site Plans	4	N/A	
Environmental Impact Statement (EIS)	4	N/A	
Aerial Photograph – (with habitat areas identified)	4	N/A	
Completed Utility Provisions Statements (with Required attachments and sketches)	4	N/A	
Traffic Impact Statement (TIS)	4	N/A	
Historical & Archaeological Survey or Waiver Application	4	N/A	
Copies of State and/or Federal Permits	4	N/A	
Architectural rendering of proposed structure(s)	4	N/A	
Application Fee, Check shall be made payable to "City of Marco Island"		\$3000.00	
Without A Rezone Petition: \$3,000			
With a Rezone Petition: \$1,000		(w/Rezone \$1000.00)	
Other requirements:			

PUBLIC NOTICE REQUIREMENT: In addition to the fees required herein, all costs of newspaper notices and required notices for public petitions shall be paid in full prior to a scheduled public hearing. If such payment is not received prior to a scheduled public hearing, the petition will be continued and rescheduled. Any additional cost associated with a rescheduled item shall also be paid in full prior to the public hearing. Advertising for public hearings shall be prepared by staff and submitted to the newspapers as required in the Marco Island Land Development Code (LDC). If an application is filed for which a fee is not listed herein, staff shall assess the fee based upon actual time spent reviewing the petition.

Marco Island Code of Ordinances Section 30-8(a). Amended 10/17/2005

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

AFFIDAVIT

We/I, Kristin + Danilo Croscencio being first duly sworn, depose and say that we/I am/are the owners of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, including the disclosure of interest information, all sketches, data, and other supplementary matter attached to and made a part of this application, are honest and true to the best of our knowledge and belief. We/I understand that the information requested on this application must be complete and accurate and that the content of this form, whether computer generated or City printed shall not be altered. Public hearings will not be advertised until this application is deemed complete, and all required information has been submitted. We/I hereby also consent to access to the subject property (excluding entering any home or other enclosed structure) by City of Marco Island staff members, Planning Board members, and/or Board or Zoning Appeals members for the limited purpose of evaluating, observing, or understanding the subject property conditions as they relate to the petition. While the petition is pending, Staff members, Planning Board members, or Board of Zoning Appeals members will be allowed access upon the property provided they display a Marco Island City Photo ID or a Valid Driver's License.

As property owner we/I further authorize _____ to act as our/my representative in any matters regarding this Petition.

Kristin Utecht-Croscencio
Signature of Property Owner

Kristin Utecht-Croscencio
Printed Name of Property Owner

Danilo Croscencio
Signature of Property Owner

Danilo Croscencio
Printed Name of Property Owner

The foregoing instrument was acknowledged before me this 18 day of May, 2021,
by Kristin Croscencio, who is personally known to me or has produced

as identification.

State of Florida

County of Collier

Jerry Utecht
Signature, Notary Public – State of Florida

Jerry Utecht
Printed, Typed, or Stamped Name of Notary





Mermaid Tails Dance & Marco Sharks MMA LLC

683 S Collier Blvd Suite A & B Marco Island, FL 34145

May 19, 2021

TO: Whom it May Concern

RE: Conditional Use Permit for Mermaid Tails Dance & Marco Sharks MMA LLC to occupy the retail space at 683 S Collier Blvd Suite A & B Marco Island, FL 34145

Thank you for taking the time to read our application to open a new business here on Marco Island. Our business plan consists of a Children's dance and Martial arts studio for the children and families of Marco Island. We plan to offer Ballet, Tap, Jazz and martial arts skills teaching for jujitsu, karate and taekwondo in a fun, safe learning environment. We will have limited kids in each class so we can focus on individual training.

Over the past few years, Marco has become more of a family friendly community with many families with children and we would like the opportunity to cater to the demand for children's activities in the neighborhood. We believe adding this much needed activity will enrich the community and cater to many families.

The current location at 683 S Collier Blvd Suite A & B is a perfect location for this type of a studio as it is located around surrounding retail, restaurants and shopping. The building has ample parking to accommodate parents dropping children off for class and we have adjusted hours for the studio for Monday- Friday after 5pm when the other retail stores have closed as to not disturb neighboring businesses. The unit has two front entry doors for access into each space and two means of egress with stairwells down to the parking lot. We do not expect any impact with traffic flow or any effect to neighboring businesses as there will be no increase in noise, glare, no economic impact or environmental impacts.

Thank you again for your time and consideration and we look forward to the opportunity to service the communities' need for extracurricular children's activities.

Kristin & Danilo Croscenco

Mermaid Tails Dance & Marco Sharks MMA

71141, 71151, 711219).

- (2) Museums, historical sites and like institutions (Group 71219).
- (3) Amusement and recreation industries (Groups 71312, 71392, 71394, 71395, 71399).
- (4) Scenic and sightseeing transportation (Groups 48711, 48721, 48799).
- (5) Educational services (Groups 61141, 61142, 61143, 61161, 61162, 61163, 61171, 611512, 611513, 611519, 611691, 611692, 611699). **DANCE- 61161** **MARIAL ARTS - 61162** *Martial Arts*
- (6) Administrative and support services (Groups 56131, 561599).
- (7) Rental and leasing services (Groups 53249, 532292).
- (8) Food service and drinking places (Groups 72211, 72231, 72232, 722211, 722212, 722213).
- (9) Hospitals (Groups 62211, 62221, 62231).
- (10) Justice, public order and safety activities (Groups 92211, 92215).
- (11) Social assistance (Groups 62411, 62412, 62419, 62421, 62423, 62431, 62441, 624221, 624229).
- (12) Nursing and residential care facilities (Groups 62322, 623312).
- (13) Religious/like/professional/like organizations (Groups 813212, 813219, 813311, 813312, 813319).
- (14) Mixed residential and commercial uses only within the following architectural overlay districts and subject to the following criteria:

- I. Architectural overlay district two—b. (Collier Boulevard pedestrian tourist subdistrict (south section)) described and illustrated in section 30-628:
 - a. Based upon surrounding land uses, location, and compatibility, the commercial uses in the development, hours of operation, dumpster locations, size of delivery trucks, and type of equipment may be limited;
 - b. Residential and commercial uses may occupy the same floor of a building, provided the commercial uses are consistent with the C-1 and C-1/T zoning districts and residential uses are prohibited on the first habitable floor;
 - c. The number of residential dwelling units shall be controlled by the dimensional standards of the C-3 district, together with the specific requirement that in no instance shall the residential uses exceed 50 percent of the gross floor area of the building or the density permitted under the growth management plan;
 - d. Each residential dwelling unit shall contain the following minimum floor areas: efficiency and one-bedroom, 450 square feet; two-bedroom, 650 square feet; three-bedroom, 900 square feet;
 - e. A minimum of 24 percent of the mixed-use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements; landscaped areas; recreation areas; or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained);
 - f. The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible;
 - g. Maximum building height: Four stories, not to exceed 50 feet;
 - h. The maximum height of a mixed use structure shall be measured from the base flood elevation to the mid-point of the roof;
 - i. The location of proposed uses within the site and the degree of compatibility of such uses with each other and surrounding property;
 - j. The existing residential density and intensity of commercial use of surrounding property;
 - k. The availability and location of utilities, services, and public facilities; and
 - l. The access to and suitability of transportation systems and routes.
- II. Architectural overlay district two—c. (Barfield subdistrict) described and illustrated in section 30-628:
 - a. Based upon surrounding land uses, location, and compatibility, the commercial uses in the development, hours of operation, dumpster locations, size of delivery trucks, and type of equipment may be limited;
 - b. Residential and commercial uses may occupy the same floor of a building, provided the commercial uses are consistent with the C-1 and C-1/T zoning districts and residential uses

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L21000212790
FILED 8:00 AM
May 06, 2021
Sec. Of State
pbarrington

Article I

The name of the Limited Liability Company is:

MERMAID TAILS DANCE & MARCO SHARKS MMA LLC

Article II

The street address of the principal office of the Limited Liability Company is:

683 S COLLIER BLVD
SUITE A & B
MARCO ISLAND, FL. 34145

The mailing address of the Limited Liability Company is:

1018 SAN MARCO RD
MARCO ISLAND, FL. US 34145

Article III

The name and Florida street address of the registered agent is:

KRISTIN UTECHT CROSCENCO
1018 SAN MARCO RD
MARCO ISLAND, FL. 34145

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KRISTIN UTECHT CROSCENCO

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
KRISTIN UTECHT CROSCENCO
1018 SAN MARCO RD
MARCO ISLAND, FL. 34145 US

Title: MGR
DANILO CROSCENCO
1018 SAN MARCO RD
MARCO ISLAND, FL. 34145 US

L21000212790
FILED 8:00 AM
May 06, 2021
Sec. Of State
pbarrington

Article V

The effective date for this Limited Liability Company shall be:

05/06/2021

Signature of member or an authorized representative

Electronic Signature: KRISTIN UTECHT CROSCENCO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Date of this notice: 05-17-2021

Employer Identification Number:
86-3883144

Form: SS-4

Number of this notice: CP 575 B

MERMAID TAILS DANCE & MARCO SHARKS
MMA LLC
KRISTIN UTECHT-CROSCENCO MBR
1018 SAN MARCO RD
MARCO ISLAND, FL 34145

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3883144. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MERM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-17-2021
EMPLOYER IDENTIFICATION NUMBER: 86-3883144
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

MERMAID TAILS DANCE & MARCO SHARKS
MMA LLC
KRISTIN UTECHT-CROSCENCO MBR
1018 SAN MARCO RD
MARCO ISLAND, FL 34145

LEASE AGREEMENT

THIS LEASE, made this

15 day of May 2021,

by and between The Albatross, Inc., a Florida Company, hereinafter called "Lessor", and
Mermaid Tails Dance & Marco Sharks MMA LLC, hereinafter called "Lessee",
and collectively the 'Parties'

WITNESSETH:

1. **LEASE TERM.** This term of this Lease shall:
begin on or about May 15 2021
and shall terminate on June 30 2022,
a term of One year and 1.5 months, unless renewed pursuant to paragraph 2

2. **OPTION TO RENEW.** Lessor grants Lessee a performance-contingent option to
renew this lease. Renewal option is:
For two one year periods,
From July 1 2022 to June 30 2023
and from July 1 2023 to June 30 2024.

Lessee option is contingent on the faithful performance of all terms of the lease. Lessee shall not be entitled to exercise its option to renew if Lessee is in default, has incurred late charges three or more times for payment of rent or other charges due under this lease, or has 3 or more violations of other lease terms.

Lessee shall exercise this option by providing to Lessor written notice (pursuant to the Notices section of lease) of its election to exercise the option at least one hundred twenty (120) days prior to the expiration of the current lease term, including any extensions.

During the renewal option period the rent shall adjust periodically as provided in Section 5 below.

3. **DESCRIPTION OF LEASE PROPERTY.** Lessor hereby leases to the Lessee the following described space at the Fountain Building at Marco Island Florida.
683 A & B S. Collier Blvd.

The parties acknowledge that this lease is for the demised premises only. The Lessor hereby grants to Lessee a non-exclusive right to use the common areas of the Building & Grounds which right may be restricted by rules and regulations of the Building, or Lessee's failure to abide by all terms of the lease. Lessor reserves the right to modify, alter or otherwise use the common areas of Fountain Building without Lessee's consent.

The above-described premise consists of approximately **1403** square feet more or less. The premise represents **19.98%** of the Fountain Building total sq ft - 7019 sf)

4. **EXCLUSIVE USE** The premises shall be occupied exclusively for the following uses:

Insurance office, and limited hours Dance and martial arts studio from 5 pm and later Monday through Friday only _____

5.. **RENT** . Lessor charges and Lessee agrees to pay monthly rent consisting of three components – base (or net) rent, common area charges, and governmental sales/use tax. The amount of money due under each component can adjust at separate dates. Lessor will provide notice of rent adjustments during the tenancy, and Lessee agrees to pay accordingly.

A **Base Annual Rent** shall be _\$ 14,757.33 _____
payable in the amount of _ \$1,229.78_ monthly
beginning ___July 1 2021_____

Base rent will adjust annually on the anniversary date of the lease. The base annual rent for the initial option year July 1 2022 to June 30 2023 will be at \$11.00 psf net rent. Thereafter, any successive lease year shall increase by either of (check one):

X the greater of Three (3)% or CPI over the prior year's base rent

N/A a predetermined annual adjustment amount, whether in dollars or dollars per sq ft

The Consumer's Price Index for All Urban Consumers (CPI) is issued by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI shall be the adjustment factor, the base rental amount due shall adjust by the most recently available annual % change in CPI from the prior year's comparable period though in no case shall base rent decrease.

Should the Bureau of Labor Statistics change the manner of computing such index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new index to the one previously in use, and adjustment to the new index shall be made on the basis of such conversion factor.

B. **Common Area Charges (CAM).** Common area charges are those charges which the Lessor pays on behalf of the entire property, or any such other charge related to the property, its operations or improvements which the Lessor chooses to pay. Lessor allocates the common charges for the entire owned building and grounds among all Lessees at the property in proportion to the amount of space the Lessee's premise bears to the whole building. Common area charges may adjust annually, usually on a calendar year basis. Lessee shall pay

Common Area Charges (CAM) consist of:

1. Common utilities
2. Common building & grounds maintenance, repair and replacements
3. Real Property taxes & other governmental assessments
4. Common property insurances including liability

5. Replacement Reserves, if charged,
6. Capital recovery charges amortized over practical life of asset
7. Administration & Management fees, if charged
8. Air conditioning maintenance, repairs and amortized replacements
9. Pest Control
10. Casualty or other insurance deductibles arising from any claim
11. Any other charge Lessor chooses to pay related to the property

The foregoing shall be payable monthly based upon a budget estimate prepared by the Lessor in effect at the initiation of the Lease and thereafter on a calendar year basis. Upon each annual calculation, if operating records indicate that the Lessee's payments from the preceding year were in excess of actual expenses, Lessee shall be credited in the amount of any excess toward payments for the next year. If operating records indicate that there was a deficit in the amounts estimated, such deficit shall be payable to Lessor within 30 days after written notice of same to Lessee. Lessor includes a copy of the initial lease year common charges budget with this lease.

C. **Sales & Use Tax.** Florida charges a sales/use tax on commercial real estate rentals. Lessee shall also pay the Lessor all sales tax and/or other governmental tax payable by Lessor as a result of the receipt of the rent or other payments due under this lease.

D **Total Rent Due.** The total of the above three items – A, B & C – shall be payable monthly as rent.

All payments shall be made to Lessor without notice or demand and without abatement, deduction or set off, unless expressly stated otherwise in the provisions of this Lease, on or before the first day of each month to the Lessor or its authorized agent at 661 South Collier Blvd., Marco Island, Florida 34145, or at other such place as the Lessor may from time to time direct. Said monthly rent shall be considered paid only when received by Lessor, or its authorized agent, accepted and cleared bank as funds available.

Late charges of ten (10%) percent of the rent payment will be due if the monthly rent is not received by the Lessor on or before the tenth (10th) date of the month.

6. **SECURITY DEPOSIT.** Lessor hereby acknowledges it presently has, or will receive from tenant prior to occupancy,

R. 2,500.00 2,200 Twenty Two Hundred and 00/100
an amount equal to at least one month rent, as a "Security Deposit" for the performance of the covenants of this Lease at the time of its execution. Said security deposit amount shall be increased at request of Lessor if the total monthly rent due increases, or if Lessor applies any part of the security deposit to perform or cure any Lessee obligation. Failure to increase the security deposit on demand by Lessor shall be considered an instance of default. Lessee agrees to pay any such increase within in 30 days of Lessor request.

If, at any time, the Lessee shall be in default in any of the provisions of this Lease, the Lessor shall have the right to apply said deposit, or so much thereof as may be necessary in

payment of any rent in default and/or in payment of any expense incurred by Lessor in and about the curing of any default by Lessee or, at Lessor's option, the same may be retained by Lessor in liquidation of part of the damages suffered by Lessor by reason of the default of Lessee. Lessor shall be entitled to deposit, apply or otherwise utilize Lessee's security deposit and any interest as Lessor decides, and consistent with the requirements of Florida Law.

7, **USE, CARE, QUIET ENJOYMENT, LOCAL LAWS.** Lessor covenants that Lessee on complying with the terms of this Lease and on paying the rent required hereby, shall peaceably and quietly have, hold, and enjoy the premises for the full term of this Lease, subject to matters beyond Lessor control such as utility disruptions, casualty, and the like. .

Lessee covenants that it will use the premises in compliance with all laws and ordinances and governmental regulations applicable thereto, and in a manner which will not increase the insurance rates applicable thereto. Lessee agrees to not to use the premises in such a manner as to disturb or be a nuisance or menace to neighbors or other tenants, and not to accumulate junk, trash, debris, garbage, or any other matter or material around the exterior of the premises. Lessee shall not cause or permit the Leased Premises to be used for the manufacture, storage, use, release or disposal of hazardous materials.

8, **LESSEE AGREES TO PAY & DO THE FOLLOWING** Lessee acknowledges that the following expenses and responsibilities belong to the Lessee and will pay and do the same.

- A. Rent- including common charges
- B. Abide by Lessors' Rules & Regulations, if any, for the property as they may from time to time exist or be amended
- C. Utilities that serve the Lessee premises exclusively. All separately metered utilities are to be directly provided and invoiced to the Lessee. Water/sewer are presently included in CAM charge and may along with other utilities be separately provided in the future.
- D. All occupational taxes and any taxes, fees, fines or levies related to Lessee's business
- E. Purchase and keep in force throughout the term of lease:
 - 1. a valid policy of casualty insurance on the fixtures located in the interior of the leased premises in an amount equal to the fair market value of said fixtures,
 - 2. a valid policy of liability and compensation insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming as Additional Insureds both Lessor and its agent, and indemnifying Lessor or its agent for any injuries sustained on the leased premises whether by Lessee, its customers, agents, invitees or employees, or any other persons coming into the leased premises.

Lessee covenants to pay the premiums in accordance with the insurance carrier's payment policy. A copy of the policy, or an applicable certificate of insurance,

must be submitted by Lessee to Lessor at commencement of the Lease, and yearly thereafter.

Lessor recommends Lessee also insure for Loss of Income/Business

Reimbursement and for restoration costs of interior finishes such as flooring, wall and ceiling finishes as these are Lessee responsibilities in event of destruction

- F. All interior buildout and alterations within the demised premises
- G. Pest control if any within premises. In the event Lessee fails to treat pests within the premises, and infestation of the leased premises and adjacent areas occurs then Lessee shall be liable for the costs of corrective action.
- H. All signage naming Lessee business, service or product whether inside or outside the premises, including any City permits required, all of it subject to Lessor approval
- I. If Lessee is open or on premises beyond Lessor's closing up building with storm protection systems preceding a storm, Lessee shall be responsible to secure the leased premises using the Lessor's system of accordion shutters or panels. Lessee will be responsible and liable for failure to secure its premises which results in damage to other units or the building.
- J. All repairs and maintenance to the interior of the leased premises, including keeping walls, floors and ceiling in good condition, replacement of glass of the same quality of any broken glass in exterior and interior windows and doors in or upon the leased premises, including plate glass. Lessee agrees to pay all costs of repairs or replacements of unit lighting, ballasts, tubes, fixtures and all other interior electric service equipment. Lessee to pay all costs of repairs or replacements to unit plumbing, toilets and sinks. Lessee or its contractor shall secure & pay for City permits for any such work requiring a permit.
- K. Any additional trash, water costs or other unique costs resulting from Lessee's business operations at property beyond those for normal general retail or office uses.
- L. Lessee shall be responsible and pay for all other items or expenses not allocated as a Lessor's obligation in Section 9 below.

9, **LESSOR AGREES TO PAY & DO THE FOLLOWING** Lessor acknowledges that the following expenses and responsibilities belong to the Lessor and will pay and do the same.

- A. Air conditioning. Lessor shall handle air conditioning system repairs and maintenance, including Lessor's semiannual air conditioning preventive maintenance service. Said costs for these items shall be passed through as Common Area charges and may be charged fully in the year paid. Lessor shall handle system replacements provided however that Lessor shall amortize the cost of any replacement over 60 months and recover the same as a common charge.
- B. Common Areas. Provide for maintenance, repair, replacement and improvement of common areas of the building and grounds, including code compliance requirements, to the extent such maintenance and repairs have not arisen out of negligence or intentional destruction by Lessee. Said costs for maintenance, repairs and replacements shall be passed through as Common Area charges. Replacement costs for an asset with a useful life of more than a year may be charged as common area

charges and recovered over an amortization period of no longer than the asset's useful life

- C. Structural Elements. Provide for maintenance, repair and replacement of all structural elements of the building and exterior to the extent such maintenance and repairs have not arisen out of negligence or intentional destruction by Lessee. Said costs for maintenance, repairs and replacements shall be passed through as Common Area charges. Replacement costs for an asset with a useful life of more than a year may be charged as common area charges and recovered over an amortization period of no longer than the asset's useful life.
- D. Insurances. Secure and provide insurance for the building and grounds, including general liability insurance, insuring Lessor's interest in the property and not Lessee's leasehold interest. Lessor shall determine the amounts and scope of insurances it selects. Said insurance costs shall be passed through as Common Area charges, including any insurance deductibles paid by Lessor in event of casualty or claim which deductible amounts or portions thereof are not recovered elsewhere via permissible common charge items. Said deductibles may be charged fully in the year paid or recovered over more than a year
- E. Property Taxes & Assessments, State, County and City real property and other taxes, including any assessments for sewers, streets, or other municipal improvements. Any exterior building or grounds code compliance required costs whether fine, mandated property upgrades, repairs and the like. Said costs for these items shall be passed through as Common Area charges and may be charged fully in the year paid or recovered over more than a year.

10, **CONDITION OF LEASED PREMISES** The condition of the premises may vary during the lease term based on the work done within.

The Parties acknowledge Lessee has had an opportunity to inspect the premises prior to taking occupancy. Lessee acknowledges that the AC/heating, electrical and plumbing systems are all in working order.

At the commencement of the lease term, Lessee shall accept the leased premises in the existing 'as is' condition absent any written agreement to the contrary made part of this lease as an Addendum.

Subject to any written agreement mutually signed by the Parties as to leasehold improvements, the taking of possession of the leased premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is", and that the leased premises and the building of which the same form a part were in good condition at the time possession was taken. Neither the Lessor nor its agent have made any representations with respect to the leased premises, the building, or the land upon which it is erected except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease.

During the lease term, Lessee shall maintain those items Lessee is responsible for in Section 8.

At the end of the lease term, or earlier termination of tenancy, Lessee shall deliver the premises in the condition described in Section 16.

11. **ALTERATIONS AND FIXTURES.** Lessee has no authority to make any alterations to the premises, without having first obtained the express consent of Lessor in writing. No work shall begin until Lessor has approved any work and permits, if required, are issued. Any Lessee proposed improvements involving structural, door, window, electrical or plumbing changes to the leased premises require prior written requests by Lessee to Lessor, prior written approval by Lessor, and may require City permits. Plans and specifications for the proposed alterations or improvements will be provided at Lessee expense to Lessor for review.

Lessee has no authority to make any alterations to the premises, or to incur any debt, or make any charge against Lessor which would create any lien upon the leased premises for any work done or materials furnished. Lessee shall deliver written notice of the following provisions to all persons performing work in the Leased Premises:

- Pursuant to the provisions of Section 713.10, Florida Statutes, notice is hereby given that under no circumstances shall the interest of Lessor in the Leased Premises, Building or Shopping Center be subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Lessee and all such parties must look exclusively to Lessee to obtain payment for same. Lessee shall deliver written notice of the foregoing provisions to all persons performing work in the Leased Premises
- Mechanic's and Materialman's Liens. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard hereto, nor render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of the Landlord in the construction, erection or operation of any such improvements.

Lessee shall discharge any lien filed against the building in which the Lease Premises is a part of, or any part thereof for work done or materials furnished at Lessee's request with respect to the Leased Premises within ten (10) days after such lien is filed, failing which Lessor may, in addition to any other remedies under this Lease, remove such lien. Lessee shall pay to Lessor, as Additional Rent, the amount of the lien discharged plus all costs and expenses, including, without limitation, attorneys' fees and court costs, incurred by Lessor in discharging such lien.

Additionally, if requested by Lessor, Lessee shall promptly execute and deliver to Lessor as well as any contractor a notice of non-responsibility, in a form provided by Lessor.

Any fixtures installed by Lessee shall be at its own expense and then only with the Lessor's consent in writing and shall become a part of the freehold unless otherwise agreed in writing. In the event any fixture agreed to be removed or other personal property of the Lessee is not removed by the Lessee at the expiration of this Lease, or earlier termination thereof, the Lessor may treat the same as abandoned and may, at the Lessor's option, charge the Lessee the cost actually paid for removal or treat said fixture or personal property as a gift to the Lessor and retain same.

12. **INSPECTION DURING OCCUPANCY.** Lessee shall allow Lessor, or any agent of Lessor, to enter upon the leased premises for the purposes of inspection at reasonable times. During the last three (3) months of the Lease term, Lessee will permit the posting of customary "For Rent," or "For Lease," signs on the premises, and after reasonable notice, will permit Lessor or its agents to show the premises to prospective tenants or purchasers.

13. **SIGNS AND EXTERIOR OF PREMISES.** Lessee is not to suffer any holes to be drilled or made in the exterior of the building, nor any placard to be placed on the outer wall nor in any window, nor any signs to be on the premises, except such as Lessor shall approve, and then only in such place and so affixed of such style and dimensions as the Lessor shall prescribe in writing. Lessee's window signage shall be harmonious with the general appearance of the building, and not disruptive to other occupants. Any such signs will be at Lessee's sole expense.

14. **ASSIGNMENT AND MITIGATION OF DAMAGES.** The Lessee shall not assign or sublet the premises during the term of this Lease without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such assignment or sublet may require a personal guarantee from Lessee, the assignee and/or sub-lessee. No sublease may extend beyond the expiration of the underlying lease. Lessor may charge a lease transfer fee. Any assignment or sublet of lease will need an estoppel letter from the Lessor. Lessor may require sums to cover actual or potential Common Area Expense adjustments for the year, rent adjustments, recovery of other charges and the like. Assignee or Sublessee will need to acknowledge and agree to assume & pay prior to taking possession any deficit if unpaid by Assignor/Lessee.

Lessor reserves the right to renegotiate lease with assignee or sub-lessee. If the Assignment or Sublease is for greater rent than Lessee is currently paying, Lessor's consent may be based upon Lessor participating in part of any increased rent.

If, during the Lease term, the Lessee vacates the premises without cause and without having presented a suitable assignee or sub-lessee (what constitutes a "suitable" assignee or sub-lessee shall be in the sole discretion of Lessor), the Lessor shall have the right but not the obligation to mitigate damages by either (1) terminating this Lease, in which event the rent shall abate from date the Lease is terminated, or (2) by making every reasonable effort to re-rent or lease the premises to a suitable assignee or sub-lessee for the remainder of the term, as agent

for the Lessee.

15. **ABANDONMENT.** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages for any payment of any kind whatever and may, at its discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force and the net rent for such period realized by Lessor by means of such reletting after deducting the costs of obtaining a new tenant. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of liability for doing so. Lessor reserves a right to dispose of any abandoned property remaining on premises by delivery to Lessee's residence.

16. **TERMINATION OF LEASE.** The Lessee shall, on or before the expiration of the Lease term or earlier termination of lease, surrender the leased property free of sub-lessees and broom-clean, together with alterations, additions, and improvements which may have been made upon the leased property.

No act or thing done by the Lessor or its agents during the term of this Lease shall be deemed an acceptance of the surrender of the leased property and no agreement to accept such surrender shall be valid unless in writing signed by the Lessor or its agent. No employee or agent of the Lessor shall have any power to accept the keys of the leased property prior to the termination of this Lease and the delivery of the keys to any employee or agent of the Lessor shall not operate as a termination of this Lease or a surrender of the leased property.

Lessee or Sublessee shall remove movable furniture, movable personal property, or movable trade fixtures put in at the expense of the Lessee or at the expense of any sub-lessee, subject, however, to the subsequent provisions hereof. All the property removable pursuant to the provisions of this paragraph shall be removed by the Lessee or Sublessee on or before the expiration of the Lease term, or earlier termination of the lease. All property not so removed shall be deemed abandoned by the Lessee and Sublessee. Lessor may charge costs to Lessee or Sublessee or both, of removing and disposing of any such abandoned property. Lessor reserves a right to dispose of any abandoned property remaining on premises by delivery to Lessee's residence.

If the leased property is not surrendered at such time, the Lessee shall make good to the Lessor all damage which the Lessor shall suffer by reason thereof, and shall indemnify the Lessor against all claims made by any succeeding Lessee against the Lessor founded upon delay by the Lessor in delivering possession of the leased property to such succeeding Lessee, so far as

such delay is occasioned by the failure of the Lessee or Sublessee to surrender the leased property.

If any sub-lessee of the Lessee or any person holding by, through, or under the Lessee should fail to surrender possession of the leased property at the expiration of the Lease term, then such failure and the continuance in possession of the leased property by such sub-lessee or any person holding by, through, or under the Lessee shall constitute a "holding over" by the Lessee so as to impose liability upon the Lessee. Should the Lessor incur any expense in removing any such sub-lessee or person holding by, through, or under the Lessee who has failed to so surrender the leased property, the Lessee shall reimburse the Lessor for the reasonable cost and expense, including counsel fees, of removing such sub-lessee or such person, provided the Lessee shall have failed to have effected such removal within ten (10) days after written demand.

In addition to any other remedies available to the Lessor, any party holding over after the expiration of the lease, or earlier termination of lease, shall be liable for, charged and must pay 150% of the rent. Any such holdover Lessee or Sublessee occupancy shall be a tenancy at will.

17. **TIME IS OF THE ESSENCE.** Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession thereof shall entitle the offended party to any damages provided by law.

18. **TERMINATION BECAUSE OF DEFAULT.** If, at any time during the term of this Lease, Lessee fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for one (1) month after notice to Lessee to cure such default, or if Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then, at the end of said one-month period, Lessor shall be entitled to immediate possession of the leased premises, without forfeiting any further right the Lessor may have for damages on account of such breach.

Should the default be because of failure to pay rent when due, only three (3) days' notice shall be required, and at the end of such three-day period, Lessor shall be entitled to immediate possession of the leased premises, without forfeiting any further right the Lessor may have for damages on account of such breach.

19. **DESTRUCTION OF PREMISES.** This Lease shall terminate at the option of either Lessor or Lessee should the premises become uninhabitable for a period in excess of ninety (90) days because of condemnation, fire, rising water or any other casualty not the fault of Lessee. Rent shall abate for the period during which the premises are uninhabitable due to casualty not the fault of Lessee.

If, at any time during the Lease term, the building in which the leased premises are

located, or any part thereof, shall be damaged by fire or other casualty so as to render the premises unfit for use or occupancy---and the policy or policies of insurance on the premises shall have been violated or payment of insurance monies refused in consequence of some act or fault of the Lessee, the rent hereby reserved shall not abate while the said premises are being repaired and restored by Lessor, provided Lessor elects to repair or restore the premises. There shall be no obligation on the part of Lessor to rebuild the building or the leased premises under such circumstances, notwithstanding that rent shall not abate.

Lessee shall be responsible for restoration at Lessee expense of interior finishes, paint, flooring, lighting, etc and not as a claim on Lessor's insurance policy.

20. **COVENANT TO HOLD HARMLESS.** Lessee agrees to indemnify and save Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from:

A. the conduct or management of the business conducted by Lessee in the leased premises

B. any breach or default on the part of the Lessee or Sublessees in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease,

C. any act of negligence of Lessee, sublessees, their agents, contractors, invitees, employees, concessionaires or licensees in or about the leased premises.

In case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

It is further understood and agreed that Lessor shall not be liable, and Lessee waives all claims for damages to person or property sustained by Lessee or Lessee's employees, agents, invitees and customers resulting from the building in which the leased premises are situated, or the leased premises, or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about said building or the leased premises, or resulting directly or indirectly from any act or neglect of any other Lessee in said building.

All property of Lessee kept or stored on the leased premises shall be kept or stored at the risk of the Lessee only and Lessee shall hold Lessor harmless from any claims arising out of loss, damage or theft to same, including subrogation claims by Lessee's insurance carrier, unless such loss, damage or theft shall be caused by the willful act or gross neglect of the Lessor.

21. **ATTORNEYS' FEES.** In the event Lessor must engage the services of an attorney to collect the rent under the terms of this Lease, or to enforce any of the terms of this Lease, it is expressly contracted, covenanted and agreed by and between Lessor and Lessee that Lessee shall bear the cost of any such services and expenses incurred by Lessor, as well as the court costs which might be incident to a suit brought for the enforcement of any or all of

the terms of this Lease Agreement. Both Lessor and Lessee specifically waive the right to a jury trial in any matter arising out of this lease.

22. **SUBORDINATION; ATTORNMENT.** This Lease is subject and subordinate to all ground and underlying leases and all mortgages or other security agreements which now or hereafter affect the Leased Premises and to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative, and no further instrument or act by Lessee shall be necessary to effectuate such subordination; however, within ten (10) days after receipt of a written request by Lessor, Lessee shall enter into an agreement provided by Lessor or its lender subordinating this Lease and all interest of Lessee to all ground and underlying leases and mortgages and other security agreements which may now or hereafter affect the Leased Premises and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. In the event any proceedings are brought for foreclosure of any such mortgage or security agreement, or in the event of exercise of power of sale under any such mortgage or security agreement, or in the event of a sale by Lessor of its fee or leasehold interest in the Shopping Center or its interest in this Lease, Lessee shall attorn to the mortgagee, transferee or purchaser upon any such foreclosure or sale and recognize such mortgagee, transferee or purchaser as landlord under this Lease

23 **ESTOPPEL CERTIFICATE.** Lessee shall, without charge, at any time and from time to time, within ten (10) days after request by Lessor, deliver a written instrument to Lessor or any other person, firm or corporation specified by Lessor, duly executed and acknowledged, certifying:

(a) that this Lease is unmodified and is in full force and effect (or if there has been any modification, that the same is in full force and effect as modified, and identifying any such modifications);

(b) whether or not there are then existing any set-offs or defenses in favor of Lessee against the enforcement of any of the terms, covenants and conditions of this Lease by Landlord, and if so, specifying the same;

(c) the dates to which Rent and other charges are paid in advance, if any;

(d) whether or not Landlord has observed and performed all of the terms, covenants and conditions on the part of Landlord to be observed and performed, and if not, specifying the same;

(e) that Lessee has paid Landlord the Security Deposit (if any);

(f) the Rent Commencement Date and the scheduled expiration date of the Lease Term;

(g) the rights (if any) of Lessee to extend or renew this Lease or to expand the Leased Premises;

(h) the amount of Rent and other charges currently payable under the Lease; and

(i) such other information and facts Landlord or a prospective or existing purchaser or lender may reasonably require.

24. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. **NO RECORDING.** This Lease shall not be recorded in the Public Records and the recording of it shall not constitute notice of its terms.

26. **RULES AND REGULATIONS.** Lessor reserves the right to make and amend reasonable rules and regulations for the building and grounds. Lessee agrees to abide by same.

27. **NOTICES.** Notices as provided for in this paragraph shall be in writing, delivered to Lessee by Certified Mail, Return Receipt Requested or by posting on the premises or hand delivery, or by a nationally recognized overnight delivery service. Notice shall be sent to the contact address of the recipient party on the signatures page following. Notice shall run from the date delivered, or the date delivery is attempted, should delivery be refused. Courtesy copies of any such notice shall also be emailed to the respective party intended as recipient.

28. **INTEGRATION** No representation outside of those specifically contained in this lease shall govern the lease or relationship between the parties. This lease constitutes the entire agreement between the parties with respect to the premises and supersedes all agreements whether oral or written with respect to such premises. This lease may only be amended by written agreement signed by Lessor and Lessee simultaneous or subsequent to the date they sign this lease.

29. **SEVERABILITY** If any provision or portions of the lease are found to be invalid, illegal or unenforceable for any reason, such provision or portions of the lease shall be modified or severed so as to make this lease, as modified, legal and enforceable. The remaining unmodified provisions shall remain in full force and effect.

30. **WAIVER** The waiver of a breach or any term or condition of this Lease shall not be argued, deemed or otherwise constitute the waiver of any further breach of such term or condition, nor the waiver of any other condition or term of this Lease.

31. **PERSONAL GUARANTEE.** If this lease is a business entity and not a natural person, a natural person shall guarantee the Lease. The Guarantor hereby agrees that any notices herein will be sent to the Lessee and that Lessor may but will not be obligated to provide separate notices to Guarantor.

_____ Kristin Croscenco (the "Guarantor") personally guarantees this Lease and all obligations of the Lessee herein according to the Guaranty attached as Exhibit A.

32. **OTHER, IF ANY** Lessee (tenant) intends to renovate and upgrade premises during May 15 2021 to June 15 2021 shall be available to tenant at no rent payment for this purpose. Landlord shall fix and paint wet spot on ceiling, fix and make doors operable.

In event tenant operations cause excessive noise and disruption to other tenants, landlord reserves a right to terminate this lease with 60 day advance notice to tenant. Notice shall be in writing mailed to tenant address regular mail, and also emailed.

Parties agree the Common Area Charges amount tenant pays will be capped at a 10% increase above any budgeted amount.

IN WITNESS WHEREOF, the parties hereunto executed this Lease the day and year first written above.

Pamela B. B. B.
Witness

Albatross, Inc
LESSOR

Julie Tobias
Witness

its' designated agent, or an officer

Paul Tateo

AS TO LESSOR

The Albatross, Inc
C/o Horizons 661 South Collier Blvd, Marco Island, FL 34145
239.394.8655
info@mymarcoisland.com

[Signature]
Witness
[Signature]
Witness

Mermaid Tails Dance & Marco Sharks MMA LLC

LESSEE: [Signature]

Kristin Croscenco
Print Name

AS TO LESSEE

a natural person or entity designated agent

Tenant Name Mermaid Tails Dance & Marco Sharks MMA LLC
Tenant postal mail address 1018 San Marco Rd, Marco Island FL
Tenant phone 954-260-8581
Tenant E Mail kcrosenco@gmail.com



Witness



GUARANTOR,



Witness

AS TO GUARANTOR, and Guaranty see Exhibit A attached

Exhibit A : GUARANTEE

In order to enter into attached Lease Agreement between The Albatross Inc (hereinafter referred to as "Landlord") and Mermaid Tails Dance & Marco Sharks MMA LLC (hereinafter referred to as "Tenant"), the undersigned individuals (hereinafter referred to as the "Guarantors"), hereby jointly and severally unconditionally guarantee the payment of all rents in the Lease on the part of Tenant to be paid and the prompt performance by Tenant of all other terms and conditions of the Lease.

Guarantors hereby agree that they waive all notices to which Guarantors might otherwise be entitled by law. **Landlord may claim on Guarantors in event of a lease default without having first finished any eviction or action for monetary damages.**

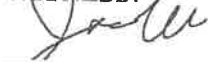
This Guarantee shall remain in full force and effect notwithstanding any course of dealings between Landlord, its successors and assigns, and Tenant, its successors and assigns, and this Guarantee shall remain binding upon Guarantors if Tenant shall sublet all or part of the Premises, or shall assign the Lease.

Guarantors further agree that their liability under this Guarantee shall not be affected by the modifications, release or discharge of Assignee in any creditors' action, receivership, bankruptcy, or other proceedings, or by any reason of the operation of any present or future provision of the National Bankruptcy Act or other statute or the decision of any court, or any disability or other defense of Assignee.

This Guarantee shall inure to the benefit of Landlord, its successors and assigns. This Guarantee shall be attached to the Assignment of Lease and made a part of the Lease and Guarantors acknowledge that they have received a copy thereof.

IN WITNESS WHEREOF, the undersigned have caused this Guarantee to be executed
this 15 day of MAY 2024

WITNESS:





Printed Name



Signature

Rhonda Utecht
Printed Name

GUARANTORS:

By: 

Kristin Croscenco

Printed Name

By: 

Danilo Croscenco

Printed Name