

## Miami Beach mayor's threat to evict O Cinema will test tenant free speech protections, experts say

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- Miami Beach Mayor Steven Meiner is seeking to terminate O Cinema's lease in a city-owned building due to its screening of the Oscar-winning documentary "No Other Land," which he considers "false one-sided propaganda."
- The city's lease agreement with O Cinema includes a "termination for convenience" clause, allowing the city to end the lease with 180 days notice, which could potentially override O Cinema's free speech claims.
- Legal experts have differing opinions on whether the city's actions violate O Cinema's First Amendment rights, with some arguing the lease clause waives those rights and others stating the termination is clearly based on the content of the film, not convenience.

The First Amendment may not save O Cinema from getting evicted for screening an Oscar winning documentary about the Gaza War and events that led to it.

On Wednesday, the [Miami Beach](#) City Commission will consider Mayor Steven Meiner's request to terminate O Cinema's lease for a movie theater space inside a city-owned historic building at 1130 Washington Avenue, as well as end roughly \$40,000 in grants to the nonprofit arthouse.

Meiner moved to kick out O Cinema after it went ahead with sold-out showings of "No Other Land," a film about the ongoing conflict between Palestinians and Israelis in the West Bank. Directed by Palestinian activist Basel Adra and Israeli journalist Yuval Abraham, "No Other Land" won best documentary feature at this year's Academy Awards.

In a newsletter to his constituents, Meiner called the film "a false one-sided propaganda attack on the Jewish people that is not consistent with the values of our City and residents."

Meiner and city officials did not respond to requests for comment. O Cinema co-founder Kareem Tabsch told *The Real Deal* that the nonprofit art house is ready to pursue “all courses to allow us to continue operating in Miami Beach.”

“We haven’t ruled out what those measures would be,” Tabsch said. “I think it is very clear that when we decided to continue showing this film, [Meiner] introduced a resolution to pull our funding and cancel the lease.”

O Cinema is getting legal counsel from the Florida chapter of the American Civil Liberties Union and Community Justice Project, “ Tabsch added.

While some civil libertarians believe Miami Beach officials would be violating O Cinema’s right to free speech by evicting the theater, the lease terms favor the city, according to commercial real estate experts.

A copy of the agreement obtained by *The Real Deal* shows that the city can terminate the lease “without cause and without liability to the landlord” as long as O Cinema is given 180 days prior written notice. O Cinema’s five-year lease expired last year, but in April the city commission approved the tenant’s option to renew for another two years, city records show.

“To the extent it can be shown that canceling the lease was based [on the content of “No Other Land,”] there would be a First Amendment violation claim,” said Miami-based attorney Mitchell Jagodinski. “The question for the court would be whether the operator of the theater waived this claim via the lease contract.”

Jagodinski is representing the developers of [Miami Wilds](#), a canceled mixed-use project in unincorporated southwest Miami-Dade County that planned to feature a water park, 200-room hotel and 20,000 square feet of restaurants. Last year, Miami-Dade sued Miami Wilds to terminate a 2022 lease agreement to build the project on 66 acres of county-owned land. [Miami Wilds](#) countersued by alleging Miami-Dade Mayor Danielle Levine Cava violated the developers’ rights by allegedly killing the deal to appease environmental groups and boost her reelection chances.

O Cinema likely waived a First Amendment claim by agreeing to the city’s “termination for convenience” clause, Jagodinski said. “It essentially gives the city full control to just cancel [the lease] whenever they want for whatever reason,” he explained. “[O Cinema] agreed to this type of situation eventually happening.”

[Miami Beach](#) elected officials are definitely within their purview to end the business relationship with O Cinema, said Jose Smith, a former city attorney for Miami Beach and North Miami Beach who also served on the Miami Beach City Commission from 1997 to 2005.

“I have not seen the entire documentary or the city’s lease with O Cinema,” Smith said via text. “However, the First Amendment does not require the city to permit its tenant, in a city owned venue, to espouse anti-Semitic, hateful, one-sided propaganda, or to be subsidized by the city for doing so.”

Yet, Norman Powell, a North Bay Village-based real estate lawyer who is also the city attorney for [Miramar](#), isn't convinced the city of Miami Beach's "termination for convenience" clause would trump a potential First Amendment violation claim by O Cinema.

"It's clear that the mayor's primary reason for terminating the lease is because he doesn't like this documentary being played there," Powell said. "The basis for termination is really not for convenience. It's being terminated to stifle free speech."