

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into by and between YOU THRIVE FLORIDA (the "TENANT") AND TOWN OF DUNDEE (the "LANDLORD"), under the following terms and conditions:

1. PROPERTY. The Landlord agrees to lease to the Tenant part of the building located at:

Town of Dundee
603 Lake Maine Blvd.
Dundee, FL 33838

2. TERMS. This lease agreement shall be for a specified period of time, that being three years, beginning on April 1, 2025, and ending on March 31, 2028. The Tenant shall be solely responsible for providing sufficient equipment at the facility to operate the Nutrition Program, including any telephone or related equipment. The designated space will be used for the congregate dining site every Thursday from 8:00 AM to 1:00 PM. During Town events, the Town of Dundee will utilize this space, and the congregate dining group/services will be temporarily relocated to an alternate facility.

3. USAGE FEE. The provision of the Nutrition Program activities and meals is a benefit to local residents of Polk County. Base rental shall be \$0.00 dollars and no cents.

4. ORDINANCES AND STATUTES. The Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the premises, occasioned by or affecting the use thereof by the Tenant.

Both parties agree to comply with Title VI and VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. Specifically, in the carrying out of this Lease Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, nor in any other respect which would violate the aforesaid acts.

The Tenant shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Tenant is exempt from the State of Florida sales tax pursuant to Tax Exempt Certificate Number: 85-8012557856C-8.

5. INSURANCE. Tenant, at its expense, shall maintain the following insurance during the entire term of this Lease, and any renewal period, and shall name Landlord as additional insured. Tenant shall maintain commercial general liability insurance, including a contractual liability endorsement, against any and all claims and liabilities for bodily injury or death, property damage occurring upon, in or about the Premises caused by or resulting from any act or omission of Tenant, its employees, agents, contractors, customers, guests, licensees or invitees. Such insurance shall be written on an occurrence basis (not a claims made basis), and shall have minimums as follows: bodily injury or death to any one person - \$300,000.00; bodily injury or death to more than one person arising out of any one occurrence - \$1,000,000.00; and, property damage - \$500,000.00. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims or losses. The policies, certificates, or duplicates thereof shall be delivered to Landlord for keeping within thirty (30) days of the effective date of this agreement. Tenant agrees to obtain a written obligation from the insurers to notify Landlord in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Tenant agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Landlord may terminate this lease immediately.

6. INDEMNIFICATION. Without waiving Sovereign Immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this agreement, to the extent permissible by Florida Law.

7. TERMINATION OF AGREEMENT. Either party may terminate this Lease Agreement by providing sixty (60) days written Notice of Intent to Terminate. The Tenant may terminate upon twenty-four (24) hours notice for lack of funds. The Tenant shall be the final authority as to the availability of funds. The Landlord agrees to return to the Tenant any payments unearned due to early termination of the Lease Agreement.

8. NOTICE. All required notices shall be provided to:

LANDLORD

Joseph Carbone
Interim Town Manager
Town of Dundee
Dundee, FL 33838

TENANT

Kris J. Bates, CPA, CGMA
Chief Financial Officer
You Thrive Florida
820 Kennedy Blvd
Brooksville, FL 34601

9. MODIFICATION. Unless otherwise modified in writing, and executed by the parties, all terms and conditions remain in effect for the period set forth above in this Lease Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement to be duly executed by their authorized representatives the day and year first written above.

ATTEST:

MID FLORIDA COMMUNITY SERVICES

By: _____

By: _____

Chief Financial Officer

Date Signed: _____

ATTEST:

TOWN OF DUNDEE

By: _____

By: _____

Interim Town Manager

Date Signed: _____