

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereafter the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (hereafter the “Effective Date”), by and between the **TOWN OF DUNDEE**, a Florida Municipal Corporation (hereafter referred to as the “Town” and “Lessor”), and **WINTER HAVEN ECONOMIC DEVELOPMENT COUNCIL, INC.**, a Florida Not-For-Profit Corporation (hereafter the “Lessee”), for the use and occupancy of the real property and structure(s) located at 310 E. Main Street, Dundee, FL 33838-4217.

### **FACTUAL RECITALS**

**WHEREAS**, Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

**WHEREAS**, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

**WHEREAS**, Town is the fee simple owner of the land(s) located at 310 E. Main Street, Dundee, FL 33838-4217 and identified by the Polk County Property Appraiser as Parcel Identification Number 272828-836000-015060 which totals approximately .34 +/- acres (the “Property”); and

**WHEREAS**, Town was conveyed fee simple ownership of the Developer Property by virtue of that certain Special Warranty Deed (the “Deed”) dated November 8, 2019, and recorded in Official Records Book 11043, Page(s) 1340-1342, public records of Polk County, Florida

**WHEREAS**, a copy of the Deed and legal description are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

**WHEREAS**, Lessor owns, manages, and operates the Property which is located within the municipal boundaries of the Town of Dundee, State of Florida; and

**WHEREAS**, Pursuant the Florida Department of State, Division of Corporations, Detail by Entity Name (the “Entity Details”), Lessee is registered as a Florida Not-For-Profit corporation; and

**WHEREAS**, a copy of the Entity Details is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

**WHEREAS**, on March 26, 2024, at a duly noticed public meeting of the Town Commission of the Town of Dundee, Florida (the “Town Commission”), the Winter Haven Economic Development Council provided a PowerPoint presentation (the “Presentation”)

to the Town Commission regarding the Launch East Polk Program which included, but was not limited to, small business incubator service(s); and

**WHEREAS**, a copy of the Presentation is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

**WHEREAS**, on March 26, 2024, the Town Commission, at a duly noticed public meeting, the Town Commission authorized the Town to take all necessary further action(s) in order to participate in the Launch East Polk Program which included, but was not limited to, negotiating and preparing a lease agreement for the Property; and

**WHEREAS**, pursuant to the express terms and provisions set forth in this Agreement, Lessee desires to rent, operate, and maintain the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

**WHEREAS**, pursuant to the express terms and provisions set forth in this Agreement, Town desires to rent the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

**WHEREAS**, Lessee acknowledges that the Property has been inspected, and the Property, in its current condition, is suitable and/or fit for the use(s) and/or purposes set forth herein; and

**WHEREAS**, Lessee acknowledges and agrees that the Town has not made any affirmative statement and/or representation, express or implied, as related to the current condition of the Property; and

**WHEREAS**, Lessee and its successors, successors-in-interest, and permitted assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys’ fees and costs) related to and/or arising out of this Agreement and the use/occupancy of the Property; and

**WHEREAS**, Lessee acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

**WHEREAS**, Lessee and Town acknowledge and agree that this Agreement shall be liberally construed in favor of the Town; and

**WHEREAS**, Lessee and Town acknowledge, agree and represent that the Lessee and Town are not partners and/or joint venturers; and

**WHEREAS**, Lessee acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Lessee and/or its successors and assigns as a waiver by the Town of applicable law; and

**WHEREAS**, Lessee and Town acknowledge the sufficiency of the consideration received for entering into this Agreement; and

**WHEREAS**, Town Commission acknowledges and finds that this Agreement between the Lessee and Town to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Lessee.

2. Purpose.

The purpose of this Agreement is to acknowledge and memorialize that, as of the Effective Date of this Agreement, Lessor shall lease the Property to Lessee for sole purpose of operating the Launch East Polk Program (see **Exhibit "C"**) which includes, but is not limited to, providing small business incubator service(s); and, as of the Effective Date of this Agreement, the respective rights and obligations of the Lessor, Lessee, and/or any successors, successors-in-interest, and permitted assigns to the Lessor and Lessee related to and/or arising out of the use and occupancy of the Property shall be established by this Agreement.

3. The Property.

The Lessor owns the parcel of real property and structure(s) (collectively the "Leased Property") which are the subject of this Agreement and specifically identified and depicted in that certain Special Warranty Deed (the "Deed") and Chamber Aerial which are attached hereto as **Exhibit "A"** and incorporated herein by reference.

4. Entry and Inspection.

At any reasonable time, Lessor may enter the leased Property through a designated agent and conduct an inspection to determine if Lessee is in compliance with the terms and conditions of this Agreement.

5. Term of Agreement.

The Term of this Agreement, shall be for four (4) years, commencing upon the Effective Date (the "Initial Term"). Upon commencement, the Lessee shall have access to the Leased Premises. Upon expiration of the Initial Term, unless written notice of non-renewal is sent and received by the parties no later than ninety (90) days prior to the expiration of the Initial Term, the Agreement shall automatically renew for two (2) year terms beginning on the anniversary date of the Agreement (the "Renewal Term"); and, for purposes of the Renewal Term, written notice of non-renewal shall be sent and received by the parties no later than sixty (60) days prior to the expiration of the Renewal Term.

6. Rent and Additional Rent.

As compensation for the rights, interests, and privileges granted to Lessee by this Agreement, the Lessee shall deliver rent payment(s) (the "Rent") in the amount of Ten Dollars and zero cents (\$10.00) per month, which shall be paid in advance each month or may also be prepaid in advance annually at the discretion of the Lessee, during the Term of this Agreement to the Lessor on or before the 5<sup>th</sup> day of the month plus any applicable sales and/or other taxes, assessments and/or similar charges, cost, expense, or similar fee(s) which the Lessor, pursuant to the terms and provisions of this Agreement and/or applicable Florida law, may be assessed, charged, and/or required to pay (hereafter the "Additional Rent"), which may include, but shall not be limited to, the following:

(a) Alterations and Improvements. At its sole cost and expense, Lessee shall design, permit, and construct any alteration(s) or improvement(s) on and/or for the Property (see **Exhibit "A"**). Prior to altering and/or constructing improvements on and/or for the Property, the Lessee shall deliver to the Lessor a description and drawing of the proposed alteration(s) and/or improvement(s) and obtain the Lessor's written approval, which shall not be unreasonably withheld, to proceed with the proposed alteration(s) and/or improvement(s). A substantially complete list of currently planned alterations and improvements to be undertaken by tenant upon execution of lease is included as **Exhibit "D"**. The Lessee's failure to permit and construct any alteration(s) and/or improvement(s) in compliance with the terms and provisions of this Agreement and applicable Florida law shall be a material breach of this Agreement.

(b) Maintenance and Repair. Pursuant to the terms and provisions of this Agreement, Lessee shall maintain the Leased Property in the same condition as existed on the Effective Date of this Agreement; and, in the event Lessee constructs any alteration(s) and/or improvement(s) on or to the Leased Property, Lessee shall maintain same unless otherwise agreed to in writing by both the Lessee and Lessor. Notwithstanding the aforementioned, Landlord shall maintain and perform necessary repair(s) for the electrical, sewer, abutting sidewalks, and HVAC (heating, ventilation, and air conditioning) system(s) and equipment. The Lessee and Lessor shall use commercially reasonable efforts to maintain and repair the Leased Property.

(c) Lessee shall take precautions against fire, vandalism, burglary, and trespass to the property which includes, but shall not be limited to, installing security system(s) and maintaining adequate insurance coverage(s) in accordance with the terms and conditions set forth herein.

(d) Except for events of casualty, which are identified in any applicable policy of insurance provided for by the Lessee, Lessor shall be responsible for any major repair and/or replacement of the roof for the primary structure which is located on the Property. For purposes of this Subparagraph, the phrase *major repair and/or replacement* shall mean any repair and/or replacement which exceeds 50% of the total replacement cost(s).

(e) Lessee's maintenance and repair obligation(s) shall include, but are not limited to, any such items considered routine maintenance, janitorial services, painting, decorating, electrical (light bulbs and similar), plumbing, carpentry, masonry and other routine maintenance and repairs as are necessary and/or reasonably appropriate based on the type of use(s) and activities conducted on the Property and normal wear and tear of the property.

(f) In the event the Lessee fails to maintain and/or repair the Property, the Lessor may, at its option, pay for the maintenance and repair of the Property and collect from the Lessee any such amount(s) disbursed as Additional Rent.

For purposes of this Agreement, as related to the timely payment of Rent and Additional Rent, Lessee acknowledges that "**time is of the essence.**" All Rent and Additional Rent shall be payable to the Lessor on a month-to-month basis. All Rent and Additional Rent shall be delivered to the Lessor either in-person or by United States Certified Mail, Return Receipt, at the address set forth in Section 13 of this Agreement. Rent shall be paid in advance, which means the first payment of the Rent shall be due on the Effective Date, and all subsequent Rent and/or Additional Rent shall be due and payable on or before the 5<sup>th</sup> of each month thereafter. In the event Additional Rent becomes due and payable to the Lessor, any monies and/or amount(s) received by the Lessor shall be first applied to and/or for the payment of Additional Rent.

#### 7. Lessee Services.

The Lessee operates the Launch East Polk Program (see **Exhibit "C"**) which includes, but is not limited to, providing small business incubator service(s). For purposes of this Agreement, Lessee Services shall not include any activity(ies) involving the sale of a product, and/or the marketing, advertising or promoting of any item or service which is not regularly made available or offered by the Lessee in the normal course of Lessee's business operation(s).

#### 8. Hours of Operation.

The hours for which the Lessee uses the Property shall be consistent with the normal operating hours of the Lessee Services, and consistent with those of similar

business incubators. In the event the Lessee desires to use the Property during time(s) which are not consistent with the Lessee Services, the Lessee shall first obtain the Lessor's prior written approval. Prior to taking possession of the Property, Lessee shall provide Lessor with a proposed operations schedule which shall include, but not be limited to, days and hours of operation(s).

9. Repairs, Alterations, and Maintenance.

Lessee acknowledges that it has inspected the Property, and the Lessee finds same suitable and/or fit for its intended use(s). The Lessee shall be responsible for any and all alteration(s), maintenance, and repair(s) on and/or for the Property.

Lessee shall maintain the Property in a clean, neat and orderly condition, and Lessee shall dispose of all trash in containers as designated by the Town of Dundee. The Lessor reserves the right to enter onto and inspect the Property in order to ensure compliance with the terms and provisions of this Agreement.

Lessee shall obtain the Lessor's written approval prior to making any changes, alterations, or additions to the Property or structures and/or infrastructure that may be located thereon; and, upon the expiration and/or termination of this Agreement, any changes, alterations, additions and improvements on and/or to the Property shall be owned by the Lessor and remain with the Property.

10. Insurance, Indemnification.

(l) Insurance. The Lessee shall procure insurance on and/or for its use of the Property, as follows:

A. General Liability Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, Commercial General Liability Insurance insuring Lessee and Lessor against liability arising from Lessee's use or occupancy of the Property and Lessee operations necessary or incidental thereto. Except as otherwise agreed in writing by the Town, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 0001) without any restrictive endorsements, and the Town shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured – Owner's Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operation Aggregate
\$2,000,000	Personal and Advertising Injury
\$2,000,000	Each Occurrence

B. Worker's Compensation Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, a Worker's Compensation policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Worker Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One - "Statutory"
- Part Two - \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

C. Property Insurance.

Lessee and the Town shall each be responsible for maintaining their own property insurance. Regardless of whether Lessee purchases property insurance or not, Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Town for any loss arising out of loss or damage to Lessee property on, about, or a part of, the Town's property and the Property whether covered by insurance or not.

D. Evidence of Insurance.

Lessee shall provide the Town an appropriate Certificate of Insurance, which includes thirty (30) days written notice of cancellation to the Town for all coverage and verifies inclusion of the Town as an "Additional Insured" in the General Liability coverage. Until such insurance is no longer required by this Agreement, Lessee shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Nothing herein shall be construed to act as a waiver of the Town's sovereign immunity or limits of liability set forth in section 768.28, Florida Statutes (2023) regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

(II) Indemnification. To the fullest extent permitted by law, and in consideration of the amount(s) stated herein, Lessee shall indemnify and hold harmless the Lessor and its elected officials, officers, agents, and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee and other persons employed, utilized, and/or permitted invitees of the Lessee in the performance of this Agreement.

Without limiting the generality of the foregoing, the Lessor and Lessee agree that, as used in this indemnification:

(a) the phrase “liabilities, damages, losses, and costs” shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with this Agreement and any project, task or work performed hereunder;

(b) the phrase “reasonable attorneys’ fees” shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase “negligence, recklessness, or intentionally wrongful conduct” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Lessee, any person or organization directly or indirectly employed by Lessee, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement and any project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Lessee in the performance of this Agreement and any project, task or work performed hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Lessee or any other person or organization.

11. Assignment.

The Lessee shall not assign this Agreement or any interest therein; or sublease the Property or any portion thereof without the Lessor’s prior written consent which shall not be unreasonably withheld.

12. Default and Termination.



Notwithstanding the terms and provisions of this Agreement for the payment of Rent and Additional Rent, the Lessor agrees that should the Lessee breach this Agreement or be in default of any of terms, covenants and/or conditions contained therein, prior to the Lessor claiming any right to relief as a result of said breach and/or default, the Lessor shall give the Lessee written notice which identifies the specific breach and/or default. Upon receipt of such written notice, the Lessee shall have five (5) days within which to commence to cure the breach and/or default or such additional time to cure as may be approved by the Lessor so long as the Lessee is making a good faith effort to cure such breach and/or default as determined solely by the Lessor.

In the event that the Lessee is not able to cure any such breach and/or default of this Agreement following the expiration of the cure period, including any and all extensions thereof, the non-breaching party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the party in breach and/or default.

During the Initial Term, this Agreement shall be terminated only by the mutual written consent of the parties. During the Renewal Term, the Agreement may be terminated by either party without cause upon providing the non-terminating party with sixty (60) days written notice.

13. Compliance with Laws.

In performing under this Agreement, the Lessee shall comply with all federal, state, and local laws, rules, regulations, ordinances, and written policies of the Town of Dundee. The requirements of this section shall include, but not be limited to, any and all requirements regarding maintenance of the Property in a clean and litter free manner. The Lessee's failure to comply with the requirements of this Section shall result in immediate suspension and/or termination of the Agreement. The determination as to whether to suspend or terminate the Agreement shall be made in the sole discretion of the Lessor.

14. Notices.

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

1. If to the Lessor: Town of Dundee  
Attention: Town Manager  
P.O. Box 1000  
Dundee, Florida 33838
  
- With copies to: *(shall not constitute notice)*  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP

Post Office Drawer 30  
Bartow, FL 33831-0030

2. If to Lessee: Winter Haven EDC  
Bruce Lyon, President  
150 3<sup>rd</sup> St SW  
Suite 206  
Winter Haven, FL 33880

With Copies to: *(shall not constitute notice)*  
Mark Turner, Esquire  
Straughn & Turner, PA  
255 Magnolia Ave SW  
Winter Haven, FL

For purposes of this section, any notice(s) delivered by the Lessor shall be deemed to have been received by the Lessee on the date sent; and, any notice(s) delivered by the Lessee shall be deemed to have been received on the date of receipt as shown on the Return Receipt.

15. Lessor's Limit of Liability.

Notwithstanding any other provision of this Agreement, no part of this Agreement or any interpretation thereof shall be deemed: (1) a waiver of the LESSOR's sovereign immunity under applicable Florida law, and (2) to create any obligation or liability of LESSOR for the acts, omissions or negligence of the LESSEE, and (3) a waiver of any available defense by LESSOR or a waiver of any limit on its liability, including without limitation, limits under Section 768.28, Florida Statutes (2023), whether the claim is brought under contract, tort, negligence, equity or any other legal cause of action, and 4) to create any obligation of LESSOR, contrary to applicable Florida law or administrative regulation, including without limitation, provisions regarding public records and open government. These provisions shall survive the termination, cancellation and/or expiration of this Lease.

16. No Effect on Code Violations; No Contract Zoning.

This Agreement shall not be interpreted to condone, authorize or permit any violation of the Code of Ordinances of the Town of Dundee and/or applicable Florida law. Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

17. Construction.

The Lessor and Lessee acknowledge that this Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, this Agreement shall be interpreted in accordance with the terms contained herein.

18. Calculation of Time Periods.

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

19. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida.

20. Attorneys' Fees.

In the event either the Lessor or the Lessee brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

21. Severability.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Lessor and Lessee further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. Section Headings.

The headings in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

23. Gender Neutral.

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

24. Representations and Warranties.

Each party signing this Agreement on behalf of the Lessor and Lessee represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

25. Modification.

This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Lessor and Lessee and approved by Lessor's governing body. Moreover, no oral modifications will be effective or binding on either the Lessor or Lessee regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

26. Force Majeure.

In the event either the Lessor and/or Lessee shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, pandemics, riots, insurrection, war, acts of God, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

27. Authority.

Both the Lessor and Lessee represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

28. Waiver.

The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

29. Exhibits.

All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

30. Duty to Cooperate and Act in Good Faith.

The Lessor and Lessee acknowledge and agree that it is in their best interests and the best interests of the public that the Property be operated and managed in accordance

with the terms, covenants and conditions contained herein; and both the Lessor and Lessee shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

31. Entire Agreement.

The Lessor and Lessee agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

***[The rest of this page left intentionally blank; signatures follow]***

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date first written above.

**TOWN OF DUNDEE, FLORIDA**

By:

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Tandra Davis, Town Manager

ATTEST:

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Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

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Frederick J. Murphy, Jr., Town Attorney

Signed, Sealed and Delivered  
In the Presence of  
WITNESSES:

**Winter Haven Economic Development Council, Inc  
Florida Not For Profit Corporation**

By:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_