

LEASE AGREEMENT

THIS AGREEMENT is entered into this 7th day of April, 2022, by and between the Eustis Community Alliance, a Florida not for profit corporation ("Tenant"), and the **City of Eustis**, a Florida municipal corporation ("City").

WHEREAS:

- A. Tenant is a community group that requires building space for use in operating a neighborhood family center.
- B. City possesses a suitable building (the "Building") located at 1128 Clifford Avenue, Eustis, Florida.
- C. Tenant wishes to lease the Building and surrounding residential lot from City.
- D. City is willing to lease the Building and surrounding land to Tenant pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Property.** City hereby leases to Tenant, and Tenant leases from City, the Building and land located at 1128 Clifford Avenue, Eustis, Florida (which Building and Land are hereinafter referred to as the "Property").
2. **Term.** The term of this lease shall be for one year, beginning January 1, 2022 and concluding December 31, 2022, and shall be subject to the termination and renewal provisions set forth herein. The parties hereto acknowledge that Tenant relies heavily upon government and/or contractual funding for the continued operation of their business. Should said funding be reduced to the point that Tenant cannot continue operations at the Property, tenant shall have the right to terminate this Agreement by providing 60 days-notice to City and providing proof of same. If the City shall require use of the property, the City shall have the right to terminate this agreement by providing 120 days-notice to Tenant.
3. **Default.** This Agreement is critical to the City and the City reserves the right upon 30 days written notice to Tenant to cancel either in whole or in part any portion of this Agreement due to failure of Tenant to carry out any obligation, term, or condition of the Agreement provided that Tenant shall have 30 days to cure the default. If Tenant cures the default, the Agreement shall not be terminated. Default shall be considered to be any act or failure to act on the part of Tenant including, but not limited to the following:
 1. Tenant fails to adequately perform the services set forth in the Agreement;
 2. Tenant fails to make reasonable progress in the performance of the Agreement and/or gives the City reason to believe that Tenant will not or cannot perform to the requirements of the Agreement.
4. **Remedies Upon Default.** Upon Tenant's default as described in Section 3 above, City may resort to any single or combination of the following remedies:

1. Cancel the Agreement;
2. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
3. In case of default, the City reserves the right to purchase materials, or to complete the improvements undertaken by Tenant. To the extent City completes such improvements, the City may demand remuneration from Tenant for such improvement.
5. **Rent.** Tenant shall pay annual rent of \$1.00 per year. All other payments that the tenant makes under this Lease are considered additional rent, regardless of whether the payments are so designated. City shall have the same remedies for tenant's failure to pay additional rent as it does for tenant's failure to pay annual rent. All further references to "rent" shall include both annual rent and additional rent.
6. **Use Of Property.** Tenant shall utilize the Property for a neighborhood service center to provide community services and resource information to the general public and for no other purpose. At no time shall the facility be used for residential purposes or overnight stays.

The City will provide two computers to support community services and resource information for the general public.

7. Maintenance, Repairs And Improvements:

1. Tenant assumes full and total responsibility for the Property's maintenance and general cleanup, including but not limited to routine cleaning.
2. Any improvements become property of the City upon termination of this lease by either party.
3. All improvements to the Property must be pre-approved by the City prior to submittal to the City Building Department for permitting. Tenant is not authorized to make any improvements at the Property without written approval of the City and must obtain required permits for improvements at Tenant's sole expense prior to commencement of construction. Failure to obtain proper approvals and permits will result in immediate termination of this lease.
4. Prior to occupation of the facility, Tenant may renovate the facility in accordance with current codes and shall obtain necessary professional services, permits and inspections for all required work all of which shall be provided by the appropriate authority, if applicable.
5. City may repair at the expense of Tenant, all damage or injury to the Property resulting from the misuse or negligence of Tenant or Tenant's guests or other person on the Property with Tenant's consent. The cost of such repairs shall be paid by Tenant as additional rent to City within five days of rendition of City's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of City by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Property or any portion of the facilities in which the Property is located. Tenant shall deliver

Property to City at termination of Lease in their present condition, ordinary wear and tear excepted. City and Tenant expressly agree that City shall have no obligation to maintain the Property pursuant to Section 83.51, Florida Statutes.

6. Tenant shall not stockpile materials at the Property or anywhere on the grounds; nor shall Tenant allow others to store equipment or materials on the Property.
7. Tenant shall make regular safety inspections and shall immediately correct any safety deficiencies before the Property is again occupied by the public.

8. **Operations.**

- 8.1. No occupancy of the property outside of the perimeters of the Property boundary is permitted for Tenant activities without the written consent of the City.
- 8.2. Tenant shall ensure that facility patrons use designated parking areas only and are not permitted to park vehicles on the grass or property not otherwise designated for parking. This requirement must be strictly enforced by Tenant. Tenant shall not allow Tenant employees, volunteers and guests to utilize parking lots intended to serve City facilities (to the exclusion of patrons utilizing said facilities) without the written consent of the City.
- 8.3. Tenant shall not post signs of any nature on the exterior of the Property (rule signs, directional signs, sponsor signs, etc.) without the written approval of same by the Director of Development Services and in keeping with City of Eustis Code requirements.
- 8.4. Tenant shall ensure that there is no alcohol sold or consumed on the Property by Tenant employees or guests.
- 8.5. Tenant shall ensure that employees and guests do not smoke in the facility.
- 8.6. Commercial activities are not permitted at the Property without the prior written consent of the City.
- 8.7. The City shall have complete access to the Property at all times to monitor activities and to ensure Tenant's compliance with the terms of the Lease.
- 8.8. The City will provide for all utility services as required and/or appropriate, to be monitored by a separate meter, to the Property.

9. **Fiscal Operation And Reporting.** Tenant shall operate as a not for profit corporation under the laws of the State of Florida. Tenant must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books. Tenant shall provide a quarterly report to the City as to the number of participants served at the property during the past quarter. Tenant shall submit annually to City a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.

10. **Insurance And Indemnification.**

1. Tenant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the operation of the leased property by Tenant or the condition of the licensed property to the extent such condition is caused by Tenant's negligence, including, without limitation, harm or personal injury to third persons during the term of this Agreement.
2. Tenant shall maintain during the entire Lease term and all periods in which Tenant is in possession of the Property, such general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Tenant's possession of the Property. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$200,000 for injuries to more than one person arising out of a single incident, and \$100,000 for property damage, with a deductible in an amount to be approved by City. Additionally, Tenant shall procure insurance as will provide coverage for claims for damages for Sexual Abuse and/or Molestation, and any resulting bodily injury, including accidental death, which may arise directly or indirectly from Tenant's possession of the Property for all persons acting in an official capacity for Tenant such as board members, officials, scorekeepers or with any organization directly overseeing or involved with the Tenant's activities. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$100,000.00 for injuries to more than one person arising out of a single incident, with a deductible in an amount to be approved by the City. Tenant shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, and evidencing Tenant has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list "City of Eustis, a Florida municipal corporation," as an Additional Insured; provide that Tenant shall receive at least 30 days notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision whereby Tenant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that, the City (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits. Such certificate shall be delivered to City of Eustis, PO Drawer 68, Eustis, FL 32726, Attention: Director of Finance. These insurance requirements do not relieve or limit the liability of Tenant. City does not represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely minimums. Tenant shall provide insurance protecting its personal property from casualty or damage while on the Property. The insurance required of Tenant or any insurance of Tenant shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.
3. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and guests, and property.

4. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Lease, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Tenant hereunder, City shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Tenant of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Tenant's failure to maintain such insurance.
11. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to Eustis Community Alliance, Inc.:

Eustis Community Alliance
Attn: Ronald Musselman
1128 Clifford Avenue
Eustis, FL 32726

If to City:

City of Eustis
Attn: City Clerk
PO Drawer 68
Eustis, FL 32727-0068

Or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. Miscellaneous.

1. City does not hereby waive any provision of its Code of Ordinances.
2. This Agreement shall not be assigned by Tenant.
3. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance

hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Lake County, Florida.

4. **Jury Waiver.** Each party hereby covenants and agrees that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by the other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
5. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Tenant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Tenant, as City is and shall remain an independent contractor by reason of this Agreement.
6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
7. **No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.**
8. **A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.**
9. **Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.**

10. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
11. The paragraph headings use in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
12. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
13. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
14. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this agreement on the day and year first written above.

Eustis Community Alliance, Inc.
a Florida not for profit corporation:

By: _____

Name: _____

(Print or Type)

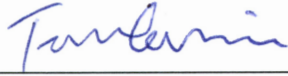
Title: _____

Witness: _____

Name: _____

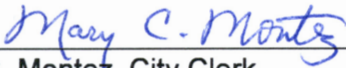
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City of Eustis, a Florida Municipal Corporation:



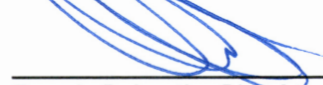
Tom Carrino, Interim City Manager

Attest:



Mary C. Montez, City Clerk

Approved as to form and legality:



Derek Schroth, City Attorney