

Commercial Lease Agreement Renewal with Our El Maries Pizzeria and Sub Shoppe

This **Agreement** is made and entered into on June 18, 2026, between the City of Eustis, a Florida municipality ("Landlord"), and Our El Maries Pizzeria & Sub Shoppe LLC, a Florida Limited Liability Company ("Tenant"). Tenant has requested and Landlord has agreed to lease 200 North Bay Street and the improvements located thereon ("leased premises") under the terms and provisions hereinafter set forth:

I. Term

1.1 **Term of Lease.** Landlord leases to Tenant the above premises for a term of three (3) years commencing on August 1, 2026, and terminating on midnight July 31, 2029, or sooner as provided herein.

II. Rent

2.1 **Rent Payment** Tenant will pay to Landlord minimum base rent for the leased premises, at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Tenant shall pay to Landlord the Basic Rental, as hereinafter provided, in equal monthly installments of one-thousand five-hundred dollars (\$1,500), and increased amounts as hereinafter provided, in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Tenant shall pay Landlord all applicable taxes then in force, if any, which may be imposed on rents to be received by the Landlord. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Landlord at the above referenced address, unless notified otherwise in writing by Landlord.

2.3 **Security Deposit.** Tenant's existing Security Deposit in the amount of \$1,300, currently held by Landlord under the prior Lease dated August 1, 2020, shall be retained by Landlord and shall automatically carry over and continue as the Security Deposit under this Lease. Tenant shall not be required to provide an additional Security Deposit, and the existing Security Deposit shall remain subject to all terms and conditions of this lease. The Landlord, at Landlord's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Landlord has no responsibilities except as expressly set out in this Lease. Landlord is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the premises and lease, and Tenant shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease. Tenant responsibilities shall include, but are not limited to any real estate taxes, sales taxes, utility costs, and insurance.

2.5 **Late Payment Charge.** Tenant will be assessed a late payment charge equal to 5% of the monthly payment due and payable for any monthly payment received after the tenth day of

the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Tenant will pay Landlord all applicable sales taxes, if any, which may be imposed on rents to be received by the landlord.

2.7 **Proration of Rent** If Landlord delivers possession on other than the first day of the month, Tenant will occupy the leased premises under the terms of this lease and, the pro- rata portion of the monthly rent for said month will be paid upon Landlord's delivery of possession.

III. Repairs And Maintenance

3.1 **Repairs and Maintenance to the Exterior.** Landlord shall provide normal maintenance to the exterior of the leased premises, including, but not limited to, repairs to the exterior of the building of which the leased premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. If landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Tenant shall provide normal maintenance to the interior of the leased premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and In a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

IV. Signs

4.1 Tenant may erect and maintain a sign only upon written approval of Landlord. Landlord shall not unreasonably withhold approval for the placing of signs. Tenant shall be responsible for obtaining and paying for all permits required for the erection of any sign. Tenant shall replace or repair all signage as necessary to maintain same in good working order. Tenant shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Landlord will work with Tenant to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

V. Use Of Premises

5.1 The leased premises may be used by Tenant shall use the leased premises for restaurant, food service, take-out, catering, and related lawful incidental uses. Any material change in use shall require Landlord's prior written approval... Further, Tenant shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the leased premises, or restrictions recorded in the public records, as applicable.

VI. Assignment And Subletting

6.1 Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. The consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

VII. Alterations, Improvements and Liens

7.1 Tenant shall make no alterations to the building on the leased premises or the parking lot or construct any building or make other Improvements on the leased premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed or placed on the leased premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.

7.2 Tenant has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Landlord, or of any interest of Landlord in the leased premises or in the buildings or improvements thereon without the prior written consent of Landlord. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the leased premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the leased premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Tenant shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Tenant, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Tenant results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the leased premises or any building or improvement thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Tenant in writing with the proper supporting documentation to Landlord. Failure to perform hereunder shall be deemed an event of default under this Lease.

VIII. Utilities And Ad Valorem Taxes

8.1 **Utility Services.** Tenant shall be responsible for arranging and paying for all utility services required on the leased premises. Tenant shall post the necessary deposits to obtain utilities service.

8.2 **Ad Valorem Taxes.** Tenant shall be responsible for and pay any and all ad valorem real property taxes and any personal property taxes assessed or levied against the leased premises and Improvements located thereon and the equipment, furnishings, inventory and other tangible personal property located therein, during the entire term of this Lease.

Landlord shall furnish to Tenant all ad valorem real property tax bills received by Landlord promptly upon Landlord's receipt of same. In addition to ad valorem real and personal property taxes, Tenant shall be solely responsible for payment of all regular and special assessments imposed by the applicable owners association and shall pay all sales or other taxes that are due on any payments made, in any form, under this Lease.

In the event any governmental authority having jurisdiction shall levy any assessments against any property comprising the leased premises for public betterments or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance allowing assessments to be paid over a period of time. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if any time prior to or during the term of this Lease the methods of taxation prevailing at the date of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on or measured by the rents received from such real estate, or (ii) a tax or license fee imposed on Landlord that is otherwise measured or based in whole or in part on the leased premises, then the same shall be included in the taxes and assessments under this section, but only in such amounts as would be payable by Landlord if the leased premises was the only property of Landlord subject to such taxes or fees.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Tenant shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

IX. Entry For Inspection And Repairs

9.1 Landlord shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the leased premises.

X. Waste, Nuisance, Or Unlawful Use

10.1 Tenant agrees that it shall not commit waste on the leased premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the leased premises to be used in an unlawful manner.

XI. Destruction Of Premises And Eminent Domain

11.1 In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the injured part or portion of the leased premises bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Landlord.

XII. Waivers

12.1 A waiver by Landlord of a breach of any covenant or duty of Tenant under this lease can only be done in writing.

XIII. Notices

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Landlord: Rick Gierok, City Manager
City of Eustis
P.O. Box 68
Eustis, FL 32727-0068

To Tenant: Mike Roldan
200 North Bay Street
Eustis, FL 32726

XIV. Default

14.1 Tenant shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Tenant under any bankruptcy act, (ii) Tenant fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (v) Tenant fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the leased premises for any amount, resulting from any action, inaction or omission on the part of Tenant, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days.

In the case of 14.1 (ii) and 14.1 (iii), landlord shall provide Tenant a written notice giving ten (10) days to cure the violation. Notwithstanding the foregoing, Tenant shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the leased premises, resulting from any action, inaction or omission on the part of Tenant, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the leased premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in their sole discretion may deem advisable with a right to make alterations and repairs to the leased premises. On each such reletting (a) Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the leased premises for such period on such reletting; or (b) at the option of Landlord, rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on the part of Landlord to terminate this lease unless the written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Tenant all damages they may incur by reason of such breach, including the cost of recovering the leased premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

14.3 Notwithstanding the foregoing, In the event Tenant defaults under any terms of this lease, Landlord may elect on written notice to Tenant to accelerate all payments of monies due Landlord during the term of this lease, which payments will be immediately due and payable in full without further notice to Tenant.

14.4 Tenant shall be responsible for and shall pay any and all attorney's fees and cost incurred by Landlord arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Landlord by this lease and Florida law.

14.5 By signing this Agreement Tenant hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

XV. Entire And Binding Agreement

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVI. Insurance

16.2 Tenant shall have insurance for the full replacement cost value of the building and all contents. Additionally, the tenant shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Tenant shall also have Liquor Liability insurance. The City shall be named as an additional insured on liability policies and as loss payee or additional insured where appropriate on property coverage. Coverage shall be primary and noncontributory, with waiver of subrogation where available.

XVII. Tenant's Acceptance Of Leased Premises

17.1 Tenant acknowledges that it is currently in possession of and familiar with the leased premises and accepts the leased premises in their present "AS IS" condition as of the Effective Date of this Lease Agreement. Landlord shall have no obligation to make any improvements, repairs, alterations, or additions to the leased premises except as expressly provided in this Lease.

17.2 Tenant further acknowledges that, except as expressly set forth in this Lease, Landlord has made no representations or warranties, express or implied, regarding the condition, suitability, or fitness of the leased premises for Tenant's intended use, and Tenant is not relying upon any representations or statements made by Landlord that are not expressly contained in this Lease.

17.3 Landlord makes no warranty of any type, either express or implied, as to the physical condition of the leased premises, including but not limited to, the roof and other structural components and improvements. Landlord has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

XVIII. Time Of The Essence

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XIX. Subordination Of Lease

19.1 Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XX. Radon Gas Disclosure

20.1 Radon Gas. Radon Gas 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 a period of 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.

XXI. Severability

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXII. Hold Harmless And Indemnification

22.1 Tenant shall indemnify and hold harmless Landlord from and against any loss, damage, liability, Injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Tenant connected with either (i) Tenant's use, operation or condition hereafter of the leased premises, (ii) the failure of Tenant to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by Tenant, or any of its agents, contractors, servants, employees, licensees, customers, guest or Invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property.

XXIII. Recording

23.1 This lease shall not be recorded in any public records. Should Tenant record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.

XXIV. Environmental Impact

24.1 Tenant will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the leased premises, **except** for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the leased premises.

24.2 Tenant will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the leased premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the leased premises.

24.3 Tenant will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

24.4 Tenant will Indemnify and hold harmless Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the leased premises or release of any Hazardous Substance, pollutant, contaminant or petroleum In, on, or under leased

premises which are caused by or as result of the use of the leased premises by Tenant. Tenant will indemnify and hold Landlord harmless from and against any and all loss of rentals or decrease in property values arising from Tenant's breach of this provision, provided that no liability will arise under this sentence if Tenant completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXV. Miscellaneous

25.1 Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Landlord and Tenant and until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the leased premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within three (3) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay as required in this section, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge such administratively or judicially, and Tenant shall pay all sums owed and all of Landlord's costs plus a five percent (5%) administrative fee to Landlord upon demand, as additional rent;

25.3 Landlord makes no express or implied representations, covenants, promises, or warranties that the leased premises are suitable for Tenants proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein.

25.4 No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: _____

Print Name: Rick Gierok
Position: City Manager

Attest:

Christine Halloran
Eustis City Clerk

Tenant: OUR EL MARIAS PIZZERIA & SUB SHOPPE, LLC

By: _____

Print Name: Mike Roldan
Position: Authorized Officer

Witness

Print Name