

Commercial Lease

This Lease is made and entered into on November 2, 2023, between the City of Eustis, a Florida municipality ("Landlord"), and W.I.N. 1 Ministries, Inc., a Florida Not For Profit Corporation ("Tenant"). Tenant has requested and Landlord has agreed to lease the following property and the improvements located thereon under the terms and provisions hereinafter set forth:

Address: 301 West Ward Avenue, Eustis, FL 32726

The above-described property and the improvements located thereon are hereinafter referred to as the "leased premises".

I. Term

1.1 Term of Lease. The term of this lease shall be for a period of two (2) years, commencing on January 1, 2024 at 12:01 a.m., and ending at midnight on December 31, 2025, unless terminated sooner as provided herein.

II. Rent

2.1 Minimum Annual Rent. Tenant shall pay to Landlord the minimum annual rent of \$48,000.00 for the leased premises in lawful money of the United States at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may otherwise designate in writing.

2.2 Rent Payment. Tenant shall pay to Landlord the minimum annual rent in monthly installments of \$4,000.00, plus applicable sales tax, if any, and it shall be paid in advance on the first (1st) day of each calendar month during the term of this lease.

2.3 Late Payment Charge. Tenant will be assessed a late payment charge equal to five percent (5%) of the monthly payment due and payable for any monthly payment received after the tenth (10th) day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

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

2.5 Proration of Rent. If Landlord delivers possession on a day other than the first (1st) 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 part of, such as repairs to the roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. The Landlord shall pay for repairs costing \$500.00 or more, and the Tenant shall pay for repairs costing less than \$500.00. 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. Landlord 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. The Landlord shall pay for repairs costing \$500.00 or more, and the Tenant shall pay for repairs costing less than \$500.00. 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.

Notwithstanding anything contained herein, Tenant shall not be responsible for any failure of the building structure caused by ground erosion, settlement or instability of the ground or foundation so long as such failure was not caused by a negligent act of Tenant.

3.3 Landscaping Maintenance. Tenant shall be responsible for landscape maintenance of the leased premises.

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.

V. Use Of Premises

5.1 The leased premises may be used by Tenant for any lawful purposes whatsoever. 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.

5.2 Employee Fitness Center. The leased premises contains the Landlord's employee fitness center. As a condition of this lease, the Tenant has agreed the Landlord's employees shall have access to the portion of the leased premises where the employee fitness center is located to allow for its continued use by said employees.

5.3 Adjacent Parking Lot – Public Access. The adjacent parking lot to the leased premises shall remain available for public use. The Tenant may also use the adjacent parking lot. The Landlord shall maintain the adjacent parking lot.

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.

This section does not prohibit room or special event rentals.

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, and such consent shall not be unreasonably withheld. 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 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 including but not limited to electricity, water/sewer, and garbage services. Tenant shall post the necessary deposits to obtain utilities service.

8.2 Ad Valorem Taxes. Tenant represents and warrants that it is a not-for-profit Florida Corporation and has 501(c)(3) tax exempt status with the United States Internal Revenue Service. If there are any taxes, Tenant shall be responsible for and pay 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 owner's 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 permanently 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. FIRST RIGHT OF REFUSAL TO PURCHASE

13.1 If during the term of this lease the Landlord proposes to sell the property subject to this Agreement, the Tenant shall have the right to purchase the property described herein. The sale price will be determined at the time of proposed sale by mutual agreement of the parties. Landlord shall not sell the property to anyone for less than the lowest price offered to Tenant without giving Tenant the option to the lowest price offered to any third party.

XIV. Notices

14.1 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: Tom Carrino, City Manager
City of Eustis
P.O. Drawer 68
Eustis, FL 32727-0068

To Tenant: Pastor Renee Hill
W.I.N. 1 Ministries, Inc.
2301 Foxtree Road
Tavares, FL 32778

XV. Default

15.1 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 (iv) 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. 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.

15.2 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, 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.

15.3 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.

15.4 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.

15.5 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.

XVI. Entire And Binding Agreement

16.1 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.

XVII. Insurance

17.1 Tenant shall be responsible for maintaining comprehensive insurance on Tenant's contents and equipment if tenant desires insurance on Tenants content and equipment. Tenant shall also be responsible for maintaining appropriate levels of comprehensive liability insurance protecting Tenant against all claims or demands that may arise or be claimed on account of Landlord's use of the leased premises, injuries to persons in the event of an accident on the leased premises, and damages against the property situated on the leased premises. Landlord shall insure the premises and building.

XVIII. Tenant's Acceptance Of Leased Premises

18.1 Tenant acknowledges that Tenant has examined the leased premises, including but not limited to, the land, improvements located thereon and fixtures on or in the leased premises, and agrees to accept the same in an "AS IS" condition as of January 1, 2024, without any further responsibilities on the part of Landlord for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

18.2 Tenant represents to Landlord that Tenant has made all investigations deemed necessary by Tenant and that Tenant is familiar with the leased premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Tenant deems necessary or appropriate concerning the leased premises. Tenant hereby recognizes that Tenant is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the leased premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Landlord, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

18.3 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.

XIX. Time Of The Essence

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

XX. Subordination Of Lease

20.1 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.

XXI. Radon Gas Disclosure

21.1 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.

XXII. Severability

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

XXIII. Hold Harmless And Indemnification

23.1 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. This will be as to the extent of the insurance.

XXIV. Recording

24.1 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.

XXV. Environmental Impact

25.1 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.

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.

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.

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.

XXVI. Miscellaneous

26.1 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.

26.2 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.

26.3 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.

26.4 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 Tom Carrino

Position: City Manager

Tenant: W.I.N. 1 Ministries, Inc.

By: 

Print Name: Pastor Renee Hill

Position: Authorized Officer