

BUSINESS LEASE AGREEMENT
(AUGUSTA SAVAGE ARTS & COMMUNITY CENTER)
(AMIkids)

THIS LEASE is made and entered into, in duplicate originals, as of the 1st day of June, 2021, by and between the City of Green Cove Springs, a Florida municipal corporation (“Lessor” or “City”), whose address is 321 Walnut Street, Green Cove Springs, FL 32043, and AMIkids Clay County, Inc. (“Lessee”), whose address is 5915 Benjamin Center Drive, Tampa, FL 33634.

ARTICLE 1. AGREEMENT FOR USE AND OCCUPANCY

1.1 Lease of Premises

On this day, the Lessor leases to the Lessee a portion of the improved City owned property located at 501 Lemon Street, Green Cove Springs, FL at the Augusta Savage Arts & Community Center described as: Building 1 also known as “Classroom”, Room 1, Room 2, Room 3, Room 4, and Room 11, hereafter (“Premises”).

1.2 Purpose of Use and Occupancy

The Lessee leases the Premises for its use and occupancy as a Program for At Risk Youth funded by the State of Florida, Department of Juvenile Justice. Services to be provided by the “Lessee” may include Classroom instruction Behavior Modification, Treatment and Education, Breakfast and Lunch program, Inside and Outside Playground Recreational area and Related Programs. No other purposes or uses of any kind shall be allowed or permitted on the Premises without written approval by the Lessor.

ARTICLE 2. TERM

2.1 Term of Lease

The Lessee may possess and occupy the Premises for a term commencing the 1st day of June, 2021, and ending at midnight on the 31st day of December, 2031.

2.2 Extension of Term

Lessee has the option of extending this Lease for single one (1)-year periods, for up to a maximum of five (5) one-year terms, as long as the Lessee is not in default of any of the Lease provisions. To exercise this option, the Lessee must give to the Lessor written notice not less than 90 days before the expiration date of the original or subsequent term of this Lease, as specified in Section 2.1. Any extension of this Lease will be on the same terms and conditions as the original Lease, except that the rent will be adjusted by the City in its sole discretion.

ARTICLE 3. RENT

3.1 Amount and Payment of Rent

The Lessee agrees to pay within 30 days of lease execution, \$25,000 as a one-time contribution toward the renovation costs expended by the City in the total amount of \$339,189.00.

Additionally, tThe Lessee is obligated to pay a monthly rent of: \$2,961.86 beginning January 1, 2022. This amount is capital repayment of the remaining balance of \$314,189.00 at an annual interest rate of 2.50% amortized over a period of ten (10) years.

Upon construction of completion, the amount of the monthly rent shall be adjusted to reflect actual construction costs.

These Payments are in addition to the monthly utilities payment of \$500 as outlined in paragraph 14.2 below.

3.2 Late Fee

Payments made after the tenth (10th) day of the month in which said payment is due will be subject to a late charge equal to five percent (5%) of the amount due and payable.

ARTICLE 4. ADDITIONAL PAYMENTS

4.1 Additional Rent Payments

In addition to the minimum annual rent under Section 3.1, all other payments that the Lessee makes under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable upon demand by the Lessor.

4.2 Utility or Service Charges

The Lessor shall furnish the Premises with City electric, water, sewer, stormwater, and garbage in consideration for the additional monthly rent payment of ~~\$500~~. Said utility rent may be increased by the City upon 30 days written notice to Lessee to cover the reasonable cost of such utilities. The Lessee may not permit or suffer any utility facility to be overloaded. If the Lessee fails to repair any damage or destruction to, or otherwise fails to maintain the Premises, as required herein, the Lessor, acting reasonably, may repair the damage or destruction or may conduct any maintenance that the Lessor deems necessary in its own sole discretion. The reasonable cost of repair or maintenance is considered additional rent due to the Lessor.

4.3 Additional Work

Any costs that the Lessor charges to the Lessee for services or work done on the Premises at the Lessee's request or as otherwise required under this Lease will be considered rent due and may be collected pursuant to the provisions of this Lease and Florida law.

4.4 Sales and Use Taxes

If the Lessee is exempt from the payment of sales and use taxes under Florida law, it shall provide the Lessor with a copy of its tax exempt status prior to taking possession of the Premises.

4.5 Reimbursement for Expenditures

The Lessor may elect, but is not obligated, to pay money, or otherwise to perform any act that requires the expenditure of money, because of the Lessee's failure or neglect to perform any Lease provision. If the Lessor, acting reasonably, pays money or performs such an act, the Lessee agrees to reimburse the Lessor all of the amounts expended, plus a charge of five (5%) percent on those amounts. The amounts and the charges are payable on the Lessor's demand and are considered additional rent.

ARTICLE 5. SECURITY DEPOSIT

5.1 None Required

No security deposit shall be required for this Lease.

ARTICLE 6. USE OF PREMISES

6.1 Permissible Uses

Lessee may not use any of the Premises, or permit another person to use the Premises, for any purpose other than as permitted under Section 1.2, unless the Lessee obtains the Lessor's prior written consent.

6.2 Signs and Advertisements

Any signage the Lessee wants to install must be in conformity with the applicable laws, regulations and rules of the City of Green Cove Springs, Florida. Notwithstanding the foregoing to the contrary, the signage at the Augusta Savage Arts & Community Center shall have a common theme and shall have approval from the City Manager.

6.3 Permissible Alterations and Additions to Property

The Lessee may not make any alterations or additions to the Premises, including but not limited to cutting the walls, ceiling, roofs, or floors, changing the exterior color, or altering the architecture, without on each occasion obtaining the Lessor's prior written consent. The Lessee shall submit to the Lessor (with a copy to the City Manager of Green Cove Springs), plans and specifications for all alterations and additions at the time the Lessor's consent is sought. The Lessor, in its sole and absolute discretion, shall have the right to approve or reject any requested alterations, additions or changes to the Premises. Any alterations, changes or additions approved by the Lessor and made by the Lessee to the Premises shall be made at the sole cost and expense of the Lessee (unless same is constructed by the City of Green Cove Springs) without any offset to rent or other charges or costs Lessee is obligated to pay hereunder. All

alterations, changes or additions made to any part of the Premises shall be completed in a timely and workmanlike manner and in accordance with all applicable laws, ordinances and regulations.

6.4 Surrender of Additions, Fixtures, and Improvements

All additions, fixtures, or improvements that the Lessee may make to the Premises will become the Lessor' property, must remain as part of the Premises, and must be surrendered with the Premises at the termination of this Lease.

6.5 Liability for Personal Property

All personal property placed within or moved into the Premises is at the risk of the Lessee or other owner of the personal property. The Lessor is not liable for any damage (except that caused solely by the Lessor) to the personal property, or for personal injuries to the Lessee, that arise from the bursting or leaking of water pipes or from any other person's act of negligence, regardless of whether that person is an occupant of the building.

6.6 Liability for Damages or Injuries

The Lessor is not liable for any damage or injury that the Lessee or any other person may sustain from the carelessness, negligence, or improper conduct of any other person, including the Lessee or agents, volunteers, or employees of the Lessee.

6.7 Limitation of City Liability

Notwithstanding any provisions to the contrary herein, the City liability hereunder shall not exceed the limits set forth in Section 768.28, Florida Statutes.

ARTICLE 7. CONDITION OF PREMISES

7.1 Lessee's Acceptance and Maintenance of Premises

The Lessee accepts the Premises in the condition they are in on the date this Lease commences or the Lessor grants occupancy, whichever occurs last. The Lessee agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease. The Lessee agrees to keep the interior of the building in good and clean condition.

7.2 Lessee's Proper Maintenance of Premises

The Lessee shall comply promptly with all known statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and city government applicable to the Premises for the correction, prevention, and abatement of nuisances or any other grievances connected with the Premises during the rental term. The Lessee shall also comply promptly with all known rules, orders, and regulations of the Southeastern Underwriters Association or applicable laws for prevention of fires. Compliance under this Section is at the Lessee's own expense.

7.3 Rubbish Removal

The Lessee shall keep the Premises clean, both inside and outside. The Lessee shall not burn any materials or rubbish of any description upon the Premises. The Lessee agrees to keep all accumulated rubbish in containers provided by the Lessor for that purpose. The Lessor, shall be responsible to have rubbish removed from the premises on a regular basis.

7.4 Damage to Premises

On the Lessor's demand, the Lessee shall pay for all damages to window treatments and blinds, electrical lights, fixtures, equipment, or appurtenances on the Premises or in the building that are caused by the act or neglect of the Lessee or any persons in the Lessee's employ or control. The Lessee shall maintain the Premises and all window treatments and blinds, appliances, electrical lights, fixtures, equipment, or appurtenances on the Premises in good repair and shall repair, at its own expense, all damage or destruction of any such items including plate or window glass on the Premises caused by the act of neglect of the Lessee or any person in the Lessee's employ or control.

7.5 Repairs by Lessor

The Lessor agrees to keep and maintain in good order and repair only the roof, structural components and exterior walls of the Premises, as well as the HVAC systems which need repair or replacement through no fault of the tenant, unless the Lessor and the Lessee have agreed otherwise in writing. The Lessor is giving to the Lessee exclusive control of the Premises and shall be under no obligation to inspect the Premises. The Lessee shall at once report in writing to the Lessor any defective condition known to it that the Lessor is required to repair pursuant to this Section 7.5. The Lessee's failure to report to the Lessor any such condition or defect shall make the Lessee responsible to the Lessor for any liabilities, costs and expenses incurred by the Lessor as a result of such defect. The Lessor's obligation to repair is expressly limited to those items set forth in this Section 7.5 unless the Lessor and the Lessee have agreed otherwise in writing.

7.6 Condition at End of Term

At the earlier of the expiration of the Lease term or the termination of this Lease, the Lessee will quit the Premises and will surrender them to the Lessor. The Premises must be swept clean and must be in good order and condition, except for ordinary wear and tear. The Lessee will remove all personal and other property that belongs to the Lessee under this Lease and will repair all damages to the Premises caused by that removal. The Lessee will restore the Premises to the condition in which they were before installation of the items removed.

ARTICLE 8. ENTRY AND INSPECTION OF PREMISES

8.1 Lessor's Inspection and Entry Rights

The Lessor, or any agent thereof, is entitled to enter the Premises during business hours and with prior reasonable notice for the following reasons:

- (a) To examine the Premises.

- (b) To make all repairs, additions, or alterations that the Lessor or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.
- (c) At any time within one hundred twenty (120) days before the expiration of this Lease or any subsequent renewal term, to exhibit the Premises to prospective Lessees and to place or keep on the doors or windows a “FOR RENT” sign.
- (d) To remove signs, fixtures, alterations, or additions that do not conform to this Lease.
- (e) To have the Premises inspected by insurance agents of City.

ARTICLE 9. SPECIAL CONSIDERATIONS

9.1 Collaborative Partnership

- (a) In recognition of the Lessor serving as the host location for Lessee operations, Lessee agrees to acknowledge the City of Green Cove Springs in written and electronic materials that include but may not necessarily be limited to press releases, grant applications, website, and other solicitations. Lessee is hereby authorized to utilize the City of Green Cove Springs Logo on its letterhead and other Lessee correspondence upon written approval from the City Manager.

ARTICLE 10. INSURANCE

10.1 Coverage

- (a) Liability Insurance. The Lessee shall provide the Lessor with a copy of the Lessee Liability Insurance Policy and add the Lessor as an additional insured, copy being mailed to the Lessor within 30 days of the date of execution of this Lease. The coverage shall be the limits as shown attached hereto in Exhibit “A”.
- (b) Contents. The Lessee shall be responsible to procure and maintain, at its own discretion and expense, insurance covering all equipment and other personal property located in the Premises and used by the Lessee in connection with the uses authorized hereunder.
- (c) Indemnification. The Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by the Lessee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, invitees, contractors, employees, clients, lessees, guests, children, volunteers or concessionaires. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then the Lessee shall protect and hold the Lessor harmless and shall pay all costs, expenses and reasonable attorneys’ fees incurred or paid by the Lessor in connection with such litigation including attorneys’ fees incurred in negotiation, trial or on appeal. The Lessee shall also pay all costs, expenses and reasonable attorneys’ fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this Lease.

ARTICLE 11. LIENS AND MORTGAGES ON PROPERTY

11.1 Mechanics' Liens Incurred by Lessee

The Lessee shall not subject the Lessor's interest or estate to any liability under any mechanics' or other lien law. No provisions of this Lease may be construed as to imply that the Lessor has consented to the Lessee incurring such a lien. If any mechanics' lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for the Lessee or any person holding through or under the Lessee, the Lessee must cause that lien to be canceled and discharged of record within twenty days after the Lessor gives notice to the Lessee. If such a lien is filed, the Lessor may satisfy the lien after giving notice to the Lessee as provided in this Section and without limiting the Lessor's rights or remedies under this Lease. The Lessee shall promptly reimburse the Lessor for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. The Lessee has no right of setoff against the Lessor. The Lessee's failure to cancel and discharge of record any lien under this Section is a default by the Lessee under the provisions of this Lease.

ARTICLE 12. ASSIGNMENTS AND SUBLETS

12.1 Permissible Assignments and Sublets

The Lessee may not assign this Lease, nor sublet, license, or grant any concession for the use of the Premises, to another person without obtaining the Lessor's prior written consent, it being understood that Lessee will occupy and use the Premises as set forth hereinabove.

12.2 Continued Liability of Lessee

If the Lessee makes any assignment, sublease, license, or grant of a concession under Section 12.1, the Lessee will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

ARTICLE 13. REMEDIES

13.1 Remedies for Nonpayment of Rent or Additional Payments

The Lessor has all remedies available under Florida law for the Lessee's failure to pay rent or additional rent.

13.2 Accord and Satisfaction

If the Lessee pays or the Lessor receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Lessor may accept any check or payment without prejudice to the Lessor's right to recover the balance due or to pursue any other available remedy.

13.3 Abandonment of Premises or Delinquency in Rent

If the Lessee abandons the Premises before the end of the Lease term, or if the Lessee is in arrears in rent payments, the Lessor may cancel this Lease. On cancellation, the Lessor is entitled to avail itself of all remedies for the payment of rent or the possession of the Premises which are allowed by Florida law. The Lessor may act as the Lessee's agent and the Lessor may relet the Premises with or without any furniture or personal property that may be in it, and the reletting may be made at such price, on such terms, and for such duration as the Lessor, acting reasonably, determines and for which the Lessor receives rent. The Lessor shall apply any rent received from the reletting to the payment of rent due under this Lease. If after deducting the expenses of reletting the premises, the Lessor does not realize the full rental provided under this Lease, the Lessee shall pay any deficiency.

13.4 Dispossession on Default

If the Lessee defaults in the performance of any covenant or condition of this Lease, including the payment of rent or additional rent, then the Lessor may give the Lessee notice of that default. If the Lessee fails to cure the default within twenty (20) days after notice is given, the Lessor may cancel this Lease and avail itself of the remedies described in Section 13.1. If the default is of such a nature that it cannot be completely cured within twenty (20) days, the Lessor may cancel this Lease only if the Lessee has failed to proceed with reasonable diligence and in good faith to cure the default. On the date specified in the notice, the term of this Lease will end, and the Lessee will quit and surrender the Premises to the Lessor, except that the Lessee will remain liable for any sums due under the Lease as provided in this Article 13.

13.5 Damages on Default

If the Lessee defaults under the terms of the Lease, the Lessor has the following rights:

- (a) The Lessor is entitled to the rent and additional rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time the Lessor retakes possession or the expiration of the Lease, plus any expenses that the Lessor incurs for attorneys' fees and costs, brokerage costs, returning the Premises to good order, plus interest on rent and additional rent then due.
- (b) The Lessor is entitled to relet all or any part of the Premises in the Lessor's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions, or for any amount of rent that is higher than that in this Lease, and to apply it to any sum due from the Lessee under this Lease.

13.6 Bankruptcy or Insolvency

If the Lessee becomes insolvent or if bankruptcy proceedings are begun by or against the Lessee before the end of the Lease term, the Lessor may immediately cancel this Lease as if the Lessee had defaulted. Without affecting the Lessor's rights under this Lease and upon proper application to the Bankruptcy Court, the Lessor may accept rent from a receiver, trustee, or other judicial officer who holds the Premises in a fiduciary capacity. No receiver, trustee, or other judicial officer is entitled to receive any right, title, or interest in or to the Premises under this Section.

13.7 Destruction or Damage to Premises From Casualty

If the Premises are destroyed or damaged by fire or other casualty during the Lease term and the Premises are rendered untenantable, either party may cancel this Lease. On cancellation, the Lessee must pay rent only to the date on which the fire or casualty occurred and will be excused from performing any of the covenants and obligations of the Lease for the balance of the Lease term. The cancellation must be written.

13.8 Condemnation

N/A

13.9 Holdover Tenancy

If the Lessee remains in possession of the Premises after the Lease expires or terminates for any reason, the Lessee will be deemed to be occupying the Premises as a tenant at sufferance of the Lessor. The Lessee will be subject to all of the provisions of this Lease.

ARTICLE 14. ADDITIONAL PROVISIONS

14.1 Additional Lease Provisions

The Lessor and the Lessee agree to the following additional Lease terms (the Additional Provisions):

Signage: See Section 6.2 above.

Lease Termination Due to Significant Reduction or Loss of Funding:

Lessee contends that their funding comes predominantly from the State of Florida, Department of Juvenile Justice (FL DJJ). If, for any reason, FL DJJ reduces or eliminates funding for Lessee's Program, this Lease may terminate. As penalty for early termination, Lessee may be obligated to pay up to six (6) months lease payments, which will be reduced if Lessor is able to market and lease premises to a new Lessee within that timeframe. Lessor agrees to immediately begin marketing for lease the premises upon notification of Lessee's loss of funding from FL DJJ, and agrees to reduce Lessee's obligation to pay penalty to three (3) months lease payments if Lessor fails to do so.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Binding on Heirs, Successors, and Assigns

This Lease binds the heirs, legal representatives, assigns, or successors of the Lessee and the Lessor.

15.2 Time of Essence

Time is of the essence in this Lease, and this Section applies to all terms and conditions of this Lease.

15.3 Attorneys' Fees

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Lease or regarding the rights, remedies, obligations or liabilities of the parties arising under this Lease, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in negotiation, at trial, in bankruptcy or on appeal. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify the Lessor or the Lessee, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.

15.4 Partial Invalidity

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

15.5 Brokers

Lessee warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease, and Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims for any such commissions.

15.6 Waiver

No waiver by the Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the Lessee of the same or any other provision. Lessor's consent to or approval of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to render unnecessary the obtaining of the Lessor's consent to or approval of any act by the Lessee requiring Lessor's consent to or approval of any subsequent act of Lessee, whether or not similar to the act consented to or approved. No act or thing done by the Lessor or by the Lessor's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by the Lessor. No employee of the Lessor or of the Lessor's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Premises.

15.7 Captions and Headings

The article and Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Lessor" and "Lessee" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one Lessee, the obligations herein imposed upon the Lessee shall be joint and several.

15.8 No Estate for Lessee

This Lease shall create the relationship of Lessor and Lessee between the Lessor and the Lessee; no estate shall pass out of the Lessor; the Lessee has only a usufruct, not subject to levy or sale and not assignable by the Lessee except as provided in this Lease.

15.9 Notices to Parties

The Lessee shall promptly pay all rentals and other charges, shall render all statements, and shall deliver all notices under this Lease to the Lessor at the following address:

City of Green Cove Springs
Attn: City Manager
321 Walnut Street
Green Cove Springs, FL 32043

The Lessor shall promptly deliver all notices under this Lease to the Lessee at the following address:

AMIkids Clay County, Inc.
Attn: Executive Director
5915 Benjamin Center Drive
Tampa, FL 33634

From time to time, either party may designate in writing another person or entity and another address for receipt of such items. Any notice to be given under this Lease must be sent by certified mail, return receipt requested, and postage prepaid. Any notice under this Lease is deemed to be given at the time it is received as set forth in this Section, or if not accepted, at the time it is mailed.

15.10 Lessor's Cumulative Rights

The Lessor's rights under this Lease are cumulative, and the Lessor's failure to exercise promptly any rights given under this Lease does not operate to forfeit any of these rights.

15.11 Quiet Enjoyment

The Lessor covenants that so long as the Lessee pays the rent and additional rent and performs the covenants under this Lease, the Lessee is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

15.12 Authority of Lessee

The _____ Executive Director of the Lessee is authorized to execute this Lease on behalf of the Lessee.

15.13 Interpretation of Lease

This Lease is governed by, and will be construed in accordance with, the laws of the State of Florida. If any Lease provision, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of that provision, will not be affected. Rather, this Lease is to be enforced to the extent permitted by law. The table of contents, captions, headings, and titles of this Lease are solely for convenience of reference and are not to affect its interpretation. Each covenant, agreement, obligation, or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context requires.

15.14 Complete Agreement

The parties have made no oral or written representations, agreements, arrangements, or understandings between them that relate to the subject matter of this Lease and that are not fully expressed in this Lease. This Lease may be modified or terminated only by a written agreement executed by both parties.

15.15 Environmental Provisions

- (a) Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed Federal and State guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the County Public Health Unit. The Lessor makes no representation to the Lessee concerning the presence or absence of radon gas in the Premises at any time or in any quantity. By executing this Lease, the Lessee expressly releases Lessor from any loss, claim, liability or damage now or hereafter arising from or relating to the presence at any time of such substances on the Premises.
- (b) Lessee's Use. The Lessee represents and warrants that it will not conduct any activities in the Premises or on the property which may constitute a violation of any environmental law, statute and/or regulation. The Lessee agrees not to employ or utilize the Premises for the purpose of disposing, treating, storing, handling or transporting any materials which may be deemed to constitute Hazardous or Toxic Materials, unless it obtains the prior written consent of the Lessor.
- (c) Hazardous or Toxic Materials. The term "Hazardous or Toxic Materials" means any materials which may be deemed hazardous or toxic including, but not limited to, (i) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws; (ii) "hazardous substances" as identified under the Federal Comprehensive Environmental Response, Compensation and Liability Act and especially in CERCLA Section 101(14) and as set forth in Title 40, Title of Federal Regulations, Part 302; (iii) those elements or compounds which are contained in the list

of hazardous substances adopted by the United States Environmental Protection Agency (“EPA”) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, polluting, or dangerous waste substance or material, as such lists are now or at any time hereafter in effect; (iv) asbestos; (v) radon; (vi) polychlorinated biphenyl; (vii) petroleum products; and (viii) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well being.

- (d) Survival. The provisions set forth in this Section 15.15 shall survive the termination of this Lease. Notwithstanding anything in this Section 15.15 to the contrary, the Lessee covenants not to introduce any Hazardous or Toxic Materials onto the Premises without (i) first obtaining the Landlord’s written consent; and (ii) complying with all Federal, State and local laws and ordinances regarding the transportation, use or disposal of such materials, including but not limited to obtaining the proper permits. If the Lessee’s transportation, storage, use or disposal of Hazardous or Toxic Materials on the Premises results in (i) contamination of the soil or surface or ground water, (ii) loss or damage to person(s) or property, then the Lessee agrees to (i) notify the Lessor immediately of any contamination, claim of contamination, loss or damage; (ii) after consultation and approval by the Lessor, to clean up the contamination in full compliance with all applicable statutes, regulations and standards; and (iii) to indemnify, defend and hold harmless the Lessor from and against any claims, suits, causes of action, costs and fees, including attorney’s fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions herein are in addition to the provisions set forth elsewhere in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first written above.

CITY OF GREEN COVE SPRINGS (Lessor)

AMikids, Inc.
(Lessee)

By: Bert Van Royal Edward Gaw, Mayor

By: It's: Maria Przybylski, Executvie Director

ATTEST:

By: Erin West, City Clerk

By: Robin Henson, Administrative Assistant

By: Steve Kennedy, City Manager

AS TO FORM ONLY:

By: _____
L. J. Arnold, III, City Attorney

DRAFT