

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.  
("LANDLORD")

AND

CITY OF MADEIRA BEACH  
("TENANT")



## LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation ("LANDLORD") and CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("TENANT") and is to be effective as of the date of the signature of the party last below dated (the "Effective Date").

### ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94<sup>th</sup> Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the "Premises"), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2023, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year's Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

### ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,340.00/month

**ARTICLE 3 - UTILITIES**

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

**ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT**

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and ~~for no other purpose for the services provided by the city mechanic to repair and maintain the cities fleet.~~ Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises, and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

#### **ARTICLE 5 - LIENS**

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

#### **ARTICLE 6 - MAINTENANCE OF LEASED PREMISES**

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORD'S RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

## **ARTICLE 7-ALTERATIONS AND ADDITIONS**

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

## **ARTICLE 8 –INDEMNITY**

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANT'S failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

## **ARTICLE 9 - ASSIGNMENT AND SUBLETTING**

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,



provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

## **ARTICLE 10 – DEFAULT**

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

**10.2 LANDLORD'S REMEDIES.** In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, accept a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

#### **ARTICLE 11 - ACCESS BY LANDLORD**

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

#### **ARTICLE 12 - TENANT'S PROPERTY**

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.

LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

### **ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER**

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

### **ARTICLE 14 - CONDEMNATION**

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

## **ARTICLE 15 - DESTRUCTION OF PREMISES**

### **15.1 DEFINITIONS.**

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.



15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

## **ARTICLE 16 - PROPERTY TAXES**

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

## **ARTICLE 17 - REPRESENTATIONS AND WARRANTIES**

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

## **ARTICLE 18 - NOTICES**

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

## **ARTICLE 19 - ENVIRONMENTAL COMPLIANCE**

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

## **ARTICLE 20 - ADDITIONAL TERMS**

20.1 **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over 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 health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes ( 2023), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

## **ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE**

21.1 **PUBLIC RECORDS.** (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall

enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on November \_\_\_\_, 2023.

WITNESSES:

\_\_\_\_\_  
PARK STREET ANTIQUES CENTER, INC.  
A Florida corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
9401 Bay Pines Boulevard St.  
Petersburg, FL 33708

“LANDLORD”

\_\_\_\_\_  
CITY OF MADEIRA BEACH  
A Florida Municipal Corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Mayor- Ann-Marie Brooks  
300 Municipal Drive  
Madeira Beach, Florida 33708

“TENANT”