



## **City of Wauchula**

### **Request for Proposals (RFP)**

**For the Lease of City-owned building at 723 Green Street, Wauchula, FL 33873**

**RFP Number:** 25-01

**Issue Date:** August 12, 2025

**Deadline for Submitting Questions:** August 20, 2025 at 2:00 pm

**Proposals Due:** August 27, 2025, at 2:00 pm

**Contact Person:** Stephanie Camacho, City Clerk

**Email:** scamacho@cityofwauchula.com

**Phone:** 863-773-3535

**Mailing Address:** City of Wauchula, City Clerk, 126 S. 7<sup>th</sup> Ave., Wauchula, FL 33873

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## **1. Introduction**

The City of Wauchula is requesting sealed proposals from interested parties for the lease of a City-owned property located at 723 Green Street (West Building – See Exhibit A for description and location map). The City seeks a lessee that will lease the property for a use compatible with existing zoning and the surrounding area, and community objectives, and that will preserve, protect, maintain, and utilize the property in a responsible, professional, and beneficial manner.

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## **2. Property Description**

- **Location:** 723 Green Street, Wauchula, FL 33873 (West Building – See Exhibit A for legal description and location map)
- **Zoning:** P-SP (Public / Semi-Public)
- **Square Footage:** 1120
- **Amenities:** Grass Parking Area, Open Floor Plan, Restroom, Inside Storage Area
- **Condition:** As-Is

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### 3. Lease Terms

- **Lease Duration:** Up to 3 years with 2 additional one-year renewal options
- **Monthly Rent:** City is requesting proposals for monthly rental amount at or above a minimum of \$550 per month.
- **Utilities:** Tenant shall be responsible for payment of any and all Utilities to include Water, Sewer, Electric and Garbage Collection.
- **Maintenance Responsibilities:** Tenant shall repair and maintain in good order and condition the non-structural interior portions of the Leased Premises, including the store fronts, show windows, doors, windows, plate and window glass, floor covering, plumbing, heating, air conditioning, electrical and sewer system, facilities, and appliances.
- **Permitted Uses:** Uses permitted under P-SP (Public / Semi-Public) zoning regulations

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### 4. Proposal Requirements

Proposals must include the following:

- **Business/Organization Name & Contact Info**
  - **Proposed Use of the Facility**
  - **Experience and Qualifications**
  - **Proposed Lease Terms (Rent, Term Length, etc.)**
  - **Financial Capacity to Perform**
  - **Improvements or Renovations Proposed (if any)**
  - **Community Benefits or Public Value**
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## 5. Evaluation Criteria

The City will evaluate proposals based on:

- Compatibility with City goals and zoning
  - Financial offer and capacity
  - Benefit to the Wauchula community
  - Proposed improvements and property use
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## 6. Submission Instructions

Submit **one (1) original** and **4 copies** of the proposal in a sealed envelope marked:  
**“RFP 25-01 Proposal for Lease – 723 Green Street, Wauchula, FL 33873”**

Deliver to:

**City of Wauchula**

City Clerk – Stephanie Camacho

126 S. 7<sup>th</sup> Ave.

Wauchula, FL 33873

By: **August 27<sup>th</sup>, 2025 at 2:00 pm**

Late or incomplete proposals may not be considered.

The delivery of the proposal on the above date and prior to the specified time is solely the responsibility of the proposer.

The proposal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

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## 7. Additional Information and Requirements

- The property is leased **as-is** unless otherwise negotiated.
- Site visits can be scheduled by contacting Ward Grimes at 863-773-3115.
- Questions must be submitted in writing to [scamacho@cityofwauchula.com](mailto:scamacho@cityofwauchula.com) by August 20<sup>th</sup>, 2025 at 2:00pm.
- Exhibit A – Description and Location Map

- Exhibit B – Sample Lease Agreement
- LIMITATIONS: This RFP does not commit the City of Wauchula to award a lease agreement. Proposers will assume all costs incurred in the preparation of their response to this RFP. The City reserves the right to: 1) accept or reject proposals in part or in whole; 2) request additional information; 3) obtain information for use in evaluating submittals from any source and 4) reject any and all submittals. All leases are subject to final approval by the City Commission.
- CONTACT: After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with any member of the City Commission or any employee of the City of Wauchula other than the City Clerk as directed in this Request for Proposal, or Ward Grimes for the purpose of scheduling a site visit only. This prohibition begins with the issuance of any Request for Proposal and ends upon the Commission's vote to enter into a lease agreement. Any such communication initiated by a submitter shall be grounds for disqualifying the offending submitter from consideration for award of the proposal and/or any future proposal.
- INSURANCE AND INDEMNITY REQUIREMENTS: Any proposer selected as a lessee will be required to provide insurance for the types of coverage and amounts of coverage set forth in the Sample Lease attached to this RFP, and shall be required to indemnify the City as set forth in the Sample Lease attached to this RFP.
- PUBLIC ENTITY CRIMES STATEMENT: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal, the proposer hereby certifies that they have complied with said statute.
- SCRUTINIZED COMPANIES: By submitting a proposal, the proposer hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that the proposer has falsely certified facts under this Paragraph or if the proposer is found to have been placed on the

Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of a lease agreement, City will have all rights and remedies to terminate the lease agreement consistent with Section 287.135, Florida Statutes.

- **ANTITRUST VIOLATOR VENDOR LIST:** Any proposer awarded a lease has a continuous duty, throughout the entire lease term, and any renewal, to disclose to the City if the proposer or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

**PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain and are public records under Chapter 119, Florida Statutes. Proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary, or trade secrets and which they believe to be exempt from disclosure. All proposals received in response to this Request for Proposals will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

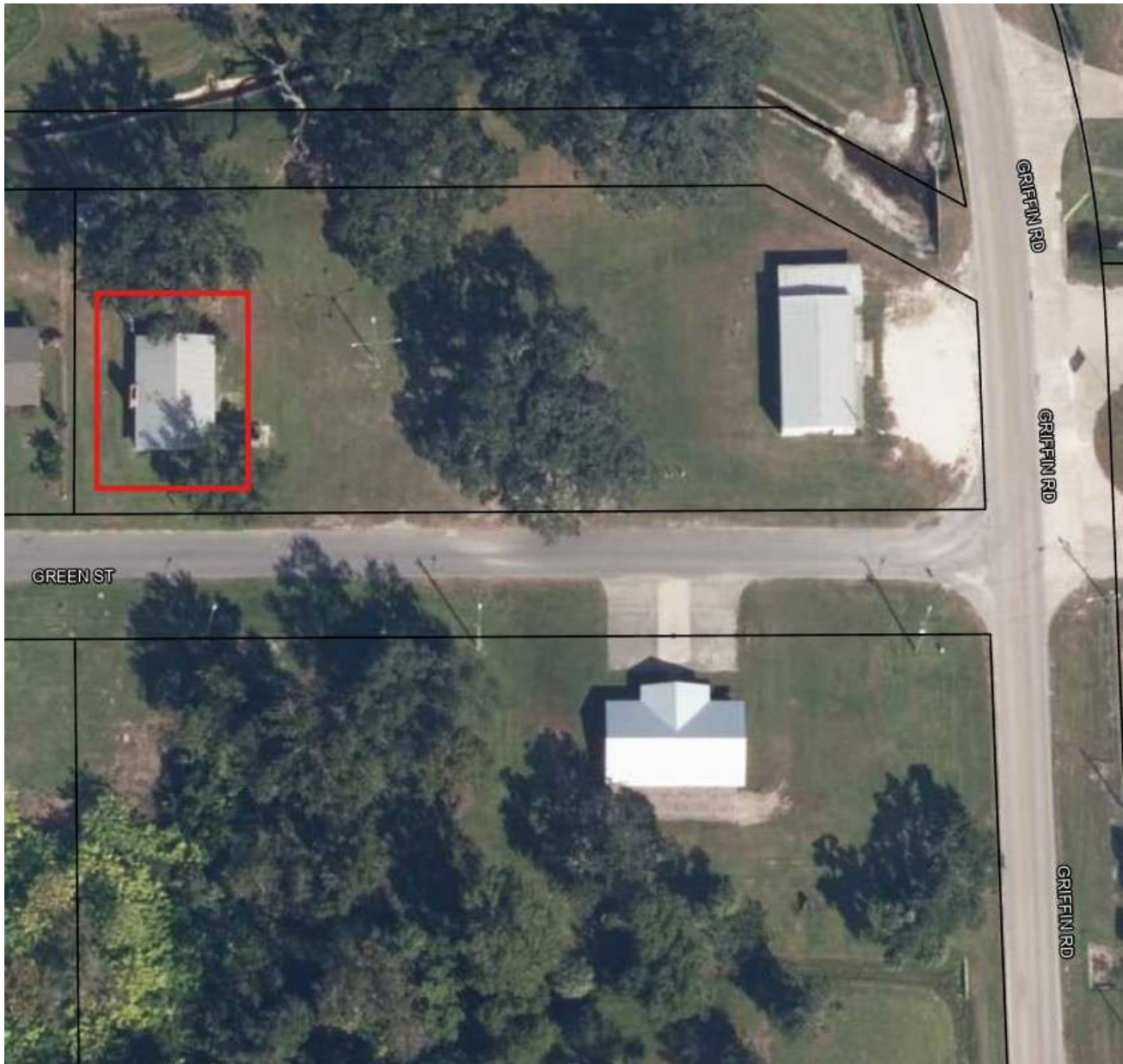
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#### **Exhibit A – Description and Location Map**

723 Green Street, Wauchula, FL 33873

Legal Description: Beginning at the Southeast corner of Lot 1 of the Smith Addition to Wauchula as recorded in Platt Book 4, Page 61; head East 75ft, thence North 70ft, thence West 75ft, thence South 70ft to point of beginning.

Structure outlined in Red below



## **SAMPLE LEASE AGREEMENT**

**723 Green Street, Wauchula, FL 33873**

THIS AGREEMENT ("Agreement") is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between New Tenant ("Tenant"), and the CITY OF WAUCHULA, FLORIDA, a municipal corporation created under the laws of the State of Florida (hereafter the "CITY").

### **RECITALS**

1. The CITY owns certain property at 723 Green Street, , City of Wauchula, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Premises").
2. The buildings and improvements depicted on Exhibit "A" hereof shall hereafter be referred to as the "723 Green Street – West Building ."
3. The parties wish to enter into this Lease Agreement to address the operation of the programs provided by New Tenant.

**ACCORDINGLY**, in consideration of the mutual covenants and agreements hereinafter set forth, and the rent reserved by CITY to be paid by Tenant, CITY hereby leases and demises unto Tenant, and Tenant hereby does lease from CITY that certain real property situated in Hardee County, Florida, hereinafter described, for the terms, and at the rentals, and upon the terms and conditions, hereinafter set forth:

**Section 1. Recitals.** The above Recitals are true and correct and form a material part of this Agreement.

**Section 2. Premises.** CITY is the owner of certain property, the legal description of which is attached as Exhibit "A" hereto.

**Section 3. Term.** The term of this Agreement, and the accrual of rents hereunder, shall commence on the following date: October 1, 2025 (hereinafter referred to as the "Commencement Date") and the term shall extend for a period of three (3) years thereafter, ending at 11:59 p.m. on the following date: September 30, 2028 ("Expiration Date"). The City shall have the option of extending the Agreement for two (2) one (1) year terms and the City Manager will approve and execute each extension or terminate the agreement at the end of any given term. Provided, however, that Tenant may terminate this Agreement upon by providing written notice to the CITY of Tenant's intent to terminate which shall have the effect of terminating this Agreement effective the sixtieth (60th) day following the day Tenant delivers its notice of termination to CITY.

**Section 4. Rent; Utilities.** Tenant agrees to pay CITY, without demand, setoff or deduction, a fixed minimum rent of \$TBD per month. Tenant shall be solely responsible for and promptly pay all charges for water, sewage, gas, electricity, and trash removal used or consumed in the Leased Premises.

**Section 5. Use; Conditions.** Tenant, its successors and assigns, agrees to use the Premises continuously and exclusively for the purposes outlined in tenant's response to RFP 25-01., and for no other use or purpose whatsoever. Tenant, at Tenant's expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon CITY or Tenant with respect to the use, occupation or alteration of the Premises.

**Section 6. Governmental Regulation; Compliance with Laws.** Tenant, at Tenant's sole expense, shall promptly and fully comply with all federal, state, county, and city laws and ordinances, and all rules of any duly constituted authority, present and future, affecting or respecting the use or occupancy of the Premises, and with any directions of any public officer (pursuant to law) having jurisdiction over the Premises and the operation of the Tenant's business thereon. Tenant will indemnify, defend and hold the City harmless from and against any and all claims, liability, loss and damage whatsoever with respect to any notice of violation or penalties charged against the City or imposed upon the Premises because of Tenant's failure to comply with the provisions of this paragraph. Furthermore, Tenant shall, at Tenant's sole expense, obtain all licenses or permits required for the conduct of Tenant's use of the Premises.

**Section 7. Responsibilities of Tenant Concerning Repairs and Maintenance of Premises.**

(a) Tenant agrees to repair and maintain in good order and condition the non-structural interior portions of the Premises, including the store fronts, show windows, doors, windows, plat and window glass, and floor covering, plumbing, heating, air conditioning, electrical and sewerage system, facilities and appliances.

(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the building on the Premises.

(c) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Premises at all times.

(d) Tenant shall fully perform all of Tenant's duties under this Section promptly and without notice. However, if Tenant fails or refuses to perform any required maintenance or to make any required repairs and replacements within a maximum period of thirty (30) days after notice from the City, then the City may, but shall not be obligated to, perform any such maintenance or make any such repairs and replacements for Tenant's account, and all amounts expended therefor shall be paid by Tenant to the City within ten (10) days after demand by Landlord.

(e) The City reserves the right to enter the Premises and to make such repairs and to do such work on or about said premises as the City may deem desirable, necessary or proper or that the City may be lawfully required to make. The City reserves the right to visit and inspect the Premises at all reasonable times and show same to prospective Tenants, purchasers, or mortgagees.

(f) Neither the City nor its agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Premises. Neither the City nor its agents or servants shall be liable for any damages caused by, or growing out of any defect in the Premises or any part thereof, or caused by or growing out of fire, rain, wind or other cause.

(g) All property belonging to Tenant or any occupant of the Premises shall be there at the risk of Tenant or such other person only, and the City shall not be liable for damage thereto or theft or misappropriation thereof

(h) Tenant shall at its own expense perform all janitorial and cleaning services within the Premises in order to keep same in a neat, clean and orderly condition.

**Section 8. Surrender of Premises.** Tenant shall, upon expiration of the term hereof, or any earlier termination of this Agreement for any cause, surrender to CITY the Premises, including without limitation, all building apparatus, and all alterations, improvements and other additions thereto that have been made or installed by either party in or upon the Premises. If Tenant is not then in default, Tenant may remove its business equipment, signs and other non-attached personal property, and trade fixtures, provided that if any of the aforementioned personal property is removed that Tenant shall restore and repair any damage to the floors, walls or exterior of the buildings occasioned by said removal. If any part of the Premises has been rendered untenable by a casualty for which the Tenant is solely insured, then tenant shall, prior to surrender of Premises, remove debris and restore the Premises to a grade suitable for reconstruction of buildings similar to those previously existing upon the Premises.

**Section 9. Quiet Enjoyment.** CITY covenants that so long as Tenant pays the rent reserved in this Agreement and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the Premises for the term hereof subject only to the provisions of this Agreement.

**Section 10. Assignment.** Tenant acknowledges that Tenant's agreement to operate in the Premises for the use permitted in hereunder was a primary inducement and precondition to CITY's agreement to lease the Premises to Tenant. Accordingly, Tenant shall not assign the Agreement nor any right hereunder, nor let or sublet all or any part of the Premises, nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express prior written consent of CITY, which consent shall not be unreasonably withheld, and any attempted assignment contrary to this section shall terminate this Agreement.

**Section 11. Alterations, Additions, and Improvements.** Tenant shall not make any alterations, additions, or improvements to the Premises, except for very minor, non-structural alterations, additions, or improvements necessary for the conduct of Tenant's business upon the

Premises, without the City's prior written consent, which consent shall be within the City's sole and absolute discretion. Notwithstanding the foregoing, if Tenant makes any unauthorized alterations, additions, or improvements to the Premises, the City shall have the right to require Tenant to immediately place the affected part of the Premises into the same condition as it existed upon the commencement of the Lease Term.

In the event that the City consents to the making of any alterations, additions, or improvements to the Premises by Tenant, Tenant shall not undertake to make any such alterations, additions, or improvements until Tenant has procured and paid for all required permits and authorizations of the various municipal departments and governmental divisions having jurisdiction of the Premises. Furthermore, all work done in connection with any alterations, additions, or improvements shall be performed in a good and workmanlike manner and in compliance with all applicable laws, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof applicable to the Premises, and Tenant shall procure certificates of occupancy or other certificates which may be required by any applicable law. At all times when any alterations, additions, or improvements are in progress, there shall be maintained, at Tenant's sole expense, worker's compensation insurance in accordance with the laws covering all persons employed in connection therewith, and general liability insurance for the mutual benefit of the City and Tenant expressly covering the additional hazards due thereto. All alterations, additions, or improvements made by Tenant shall be at Tenant's sole expense. Tenant shall not commence any alterations, additions, or improvements to the Premises without first obtaining a waiver from all contractors, subcontractors, and materialmen. In the event said waivers are not obtained, Tenant shall provide the City, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of such alterations to insure the City against any liability for mechanics' and materialmen's liens and to insure completion of the work. Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Premises, and should any such lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after written request by the City. No lien shall attach to the interest of the City in the Premises for any work done by or on the order of City.

With respect to any alterations, additions, or improvements made by Tenant to the Premises, upon the expiration or sooner termination of this Lease, the City shall have the option of requiring Tenant to either: (a) remove all such alterations, additions, or improvements, thereby restoring the Premises to substantially the same condition which it is in at the commencement of the Lease Term; or (b) return the Premises, including all alterations, additions, and improvements made by Tenant, to the City. In the event that Tenant is permitted by the City to remove any alterations,

additions, and improvements, Tenant, at Tenant's sole expense, shall promptly repair any damage caused to the Premises as a result of any such removal. The City may, at its sole option, require Tenant to furnish a deposit to cover the estimated costs of repairing any such damage before permitting the removal of any alterations, additions, or improvements from the Premises.

**Section 12. Liens.** Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless CITY from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, material man's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises.

**Section 13. Property Insurance.** So long as this Lease remains in effect, Tenant shall keep all of the improvements constituting a part of the Premises insured against loss or damage by fire and such other risks as may be included in the standard form of fire and extended coverage insurance customarily used in the Hardee County, Florida area in an amount not less than one hundred percent (100%) of the then full insurable value thereof. The term "full insurable value" shall mean actual replacement cost. The foregoing insurance shall be issued by an insurance company of recognized responsibility which is at least A rated, in form satisfactory to the City, shall name the City as an insured along with the Tenant, and shall provide for at least ten (10) days' prior written notice to the City in the event of cancellation or material change. At least ten (10) days prior to the commencement of the Lease Term, and thereafter from time to time upon the City's request, Tenant shall furnish to the City the original or a copy of such policy or policies. At least ten (10) days prior to the expiration date of any insurance policy procured by Tenant pursuant to the provisions of this paragraph, the original or a copy of the renewal policy for such insurance shall be delivered by Tenant to the City. Furthermore, within ten (10) days after the premium on any policy becomes due and payable, Tenant shall furnish to the City proof satisfactory to the City of payment of such premium. The proceeds payable from all such insurance policies shall be payable to City and Tenant, as their respective interests appear. The City and Tenant shall fully cooperate with each other regarding the settlement and adjustment of insurance claims. The City is hereby authorized to collect from any insurance company issuing an insurance policy insuring the Premises or any part thereof any amount that may become due under any such policy or policies.

Tenant shall not keep upon the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous by a responsible insurance carrier. Tenant shall use every reasonable precaution to protect the Premises against fire, explosion, and other casualties. Tenant shall provide fire extinguishers in size and number as required by any applicable fire codes, regulations, and by insurance underwriters. Such fire extinguishers shall be on the Premises and be fully operable at all times.

**Section 14. Public Liability Insurance.** Throughout the Lease Term and any extension thereof, Tenant, at Tenant's sole expense, shall provide and keep in force, for the benefit of the City and Tenant, respectively, comprehensive general liability insurance on the entire Premises naming the City and Tenant as insureds, with a minimum single limit of \$1,000,000.00. The insurance shall protect the City and Tenant, jointly and severally, against any and all claims for injuries to or death of persons, and for damage to, destruction of, or loss of use of property occurring in, upon, or about the Premises. Such insurance shall be issued by an insurance company having at least an A rating and in form satisfactory to the City and shall provide for at least ten (10) days' prior written notice to the City in the event of cancellation or material change. A copy of such insurance policy or policies and all renewals thereof shall be furnished to the City prior to the commencement of the Lease Term, and thereafter from time to time upon the City's request, together with evidence satisfactory to the City that premiums have been paid and that such insurance remains in force.

**Section 15. Waiver of Subrogation Rights.** Neither the City nor Tenant shall be liable to the other for any business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Premises or in any manner arising out of or connected with Tenant's use and occupancy of the Premises, whether or not caused by the negligence or other fault of the City or Tenant, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption, loss of or damage to property, or injury to or death of persons is covered by insurance, regardless of whether or not such insurance is payable to or protects the City or Tenant, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either the City or Tenant than would have existed in the absence of this paragraph. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.

**Section 16. Indemnification and Waiver by Tenant.** The City shall not be liable, in any manner whatsoever, for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person

or entity arising out of or resulting from Tenant's use of the Premises, including but not limited to, any failure of Tenant to perform or comply with any of the covenants, terms, conditions, and agreements required to be performed or complied with by Tenant under the terms of this Lease (hereinafter referred to as "Tenant's Defaults"), nor for any such injury, death, damage, destruction, or loss of use arising out of or resulting from any act or omission, negligent or otherwise, of Tenant or any employee, agent, contractor, or subtenant of Tenant (hereinafter referred to as "Tenant's Acts or Omissions"). Tenant shall indemnify, protect, defend, and hold the City harmless, and the City's officers, employees, successors, and assigns, from and against any and all claims, demands, actions, causes of action, liability, loss, and damage whatsoever on account of any such injury, death, damage, destruction, or loss of use attributable in any manner to Tenant's use of the Premises, including but not limited to, any Tenant acts, omissions, or defaults, and from and against any and all costs and expenses, including attorneys' fees incurred at the trial level and in connection with all appellate proceedings, arising therefrom. Furthermore, Tenant hereby waives any and all claims against the City for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by Tenant, or by any employee, agent, contractor, or subtenant of Tenant, or by any other person or entity, arising out of or resulting from the use or condition of the Premises or arising out of or resulting from any acts of any person or entity or the acts of the City or its agents (unless such acts amount to active gross negligence or willful misconduct). The foregoing indemnification agreement and waiver shall continue in full force and effect notwithstanding any termination of this Lease. Furthermore, such indemnification agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policy procured by the City or Tenant.

**Section 17. Default.** In the event Tenant shall (a) fail to make any rental or other payment due hereunder (all of such payment obligations being referred to as "monetary obligation") within ten (10) days after same shall become due, or (b) be adjudged bankrupt, or (c) make an assignment for the benefit of its creditors, or (d) have its leasehold estate taken upon execution against Tenant, or (e) abandon the Premises during the term hereof, or (f) breach or fail to perform any of the agreements herein (other than a monetary obligation), and shall fail to cure such breach within ten (10) days after written notice from CITY, such event shall constitute an event of default and may, at CITY's option, constitute a premature termination. Upon the occurrence of any one or more events of default specified herein, CITY may pursue such remedies as are available under applicable law. In the event either party files legal action to enforce its rights hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, in connection therewith (and including appellate actions).

**Section 18. Waiver or Estoppels.** The failure of CITY to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Agreement, or exercise any option of CITY herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of CITY hereunder and shall not be deemed a waiver of any subsequent breach or default by Tenant of the covenants or conditions herein. Receipt of rent by CITY, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by CITY of any provision hereof shall be deemed to have been made unless expressed in writing and signed by CITY.

**Section 19. Condemnation.** If the Premises is taken by reason of the exercise of the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate on the date title to the Premises vests in the taking authority, and the rent shall be prorated to the date of such termination. If a portion of the Premises is so taken and the part not so taken is, in the City's opinion, insufficient for the operation of Tenant's business thereon (such opinion to be delivered to Tenant within ten (10) days after title to such portion of the Premises vests in the taking authority), then either the City or Tenant may terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other notice of termination of this Lease, and the rent and all other payments for which Tenant may be liable under the terms of this Lease shall be prorated to the effective date of termination. If neither party gives such notice to the other of the termination of this Lease, this Lease shall continue in full force and effect as to that portion of the Premises not so taken under the same terms and conditions set forth in this Lease, except that the rent thereafter payable shall be reduced by such equitable amount as shall be agreed upon by the City and Tenant through good faith negotiations, taking into account the amount of the Premises so taken, the extent to which Tenant's ability to use and occupy the Premises is diminished, and other pertinent factors. The City shall, at its expense, make such restoration as may be reasonably required, provided that the total cost thereof does not exceed the net proceeds of the condemnation award which the City receives upon such partial taking, and provided further that in no event shall the City be responsible for restoring any alterations, additions, or improvements made to the Premises by Tenant. All damages and compensation awarded or paid upon such total or partial taking shall belong to the City as compensation for the diminution in value of its interest in this Lease and in the Premises. Nothing contained in this paragraph shall be construed so as to preclude Tenant from prosecuting any claim directly against the taking authority for loss of business, or depreciation of, damage to, or the cost of removal of, or for the value of trade fixtures, furniture, equipment, and other personal property belonging to Tenant, provided that no such claim diminishes or otherwise adversely affects the City's condemnation award.

**Section 20. Notices.** All notices and payments to be made to CITY under the terms of this Agreement shall be delivered to CITY at 126 S. 7th. Avenue, Wauchula, Florida 33873. All notices to be sent to Tenant under the terms of this Agreement, and legal notices which might be delivered to Tenant in conjunction with actions concerned with enforcement of terms of this Agreement or recoveries there under, shall be delivered to Tenant at \_\_\_\_\_, or to such other address as either party may subsequently request in writing.

**Section 21. Renewal.** The parties agree to enter into good faith negotiation to renew this Agreement under the same rent, terms, and conditions for an additional period to be negotiated upon written notice of intent to renew by Tenant to CITY. Tenant agrees to provide this Notice at least 180 days prior to the Expiration Date.

**Section 22. Severability** Whenever possible, each part of this Lease shall be interpreted in such a manner as to be valid under applicable law. However, if it shall be found that any part of this Lease is illegal or unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Lease.

**Section 23. Miscellaneous Provisions, Governing Law, Venue, Waiver of Jury Trial.**

- (a) This Agreement and the exhibit(s) attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendment, modification or revision of this Agreement shall be effective unless in writing and executed by both parties hereto.
- (b) Except as otherwise expressly stated, any reference to or requirement for CITY's consent shall use a reasonableness standard.
- (c) If any term or provision of this Agreement or the application thereof to any present or circumstantial, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be in full force and effect, and only the provision found to be unenforceable shall be stricken from the terms hereof.
- (d) Should CITY be unable to perform any of its obligations contained in this Agreement due to circumstances beyond its control, including but not limited to labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain material or services, strikes, acts of nature, or any other cause, CITY shall not be considered in default under the terms of this Agreement and Tenant shall not be excused from the

obligation to pay all rents and charges required under this Agreement as the same become due.

- (e) This Lease Agreement shall be construed according to Florida law. Any action brought hereunder shall be filed and heard in Hardee County, Florida, where the Premises is located. The terms and conditions of this Agreement are binding upon the heirs, successors, and assigns of the parties hereto.

**(f) Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH OF THEM HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

- (g) Paragraph Titles. Paragraph titles are used solely for convenience herein and shall not be used in interpreting or construing any provision of this Lease.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

**CITY OF WAUCHULA, a Florida  
municipal corporation**

By: \_\_\_\_\_  
**Richard K. Nadaskay, Jr. Mayor**

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA,  
ONLY**

\_\_\_\_\_  
**Stephanie Camacho, City Clerk**

\_\_\_\_\_  
**Kristie Hatcher-Bolin, City Attorney**

Signed, sealed, and delivered in the  
presence of:

**New Tenant**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

[CORPORATE SEAL]