

LEASE AGREEMENT

This lease entered into on this _____ day of _____, 2016 by the **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called the "Landlord", and **Joey M. Dunn and Melissa N. Dunn D/b/a B&B Tire, LLC**, hereinafter called the "Tenant", in consideration of the mutual promises and agreements set forth below, hereby agree as follows:

WITNESSETH:

1. **PROPERTY AND TERM.** The Landlord hereby leases to the Tenant, B & B Tires, LLC and facilities situated thereon, located at 5210 85th Street, Vero Beach, FL 32967 in the County of Indian River, Florida, more particularly described as follows:

See Exhibit "A" attached hereto.

For a term of 12 months, commencing January 1, 2017 and terminating on December 31, 2017 for a total rental of Twelve Thousand Dollars (\$12,000.00) payable at the rate of \$1,000.00 per month payable in advance. Rent is due on the 1st day of each month and shall be subject to a \$25.00 late fee if not paid by the 5th of the month. Failure to pay rent when due shall constitute a breach of this lease.

1.1 **Extension of Lease.** This lease shall not be extended beyond the stated term unless agreed upon in writing, 30 days before expiration of this lease.

1.2 **Termination of Lease by Tenant.** Tenant may opt out of this lease anytime during the lease period by providing written notice to Landlord as such.

2. **USE OF PREMISES.** During the term of this Lease, the Tenant shall use the leased premises for a tire shop, and for no other purpose. Tenant shall not use the premises, or any part thereof, or permit the same to be used for any illegal, immoral, or improper purposes; not to make, or permit to be made, any disturbance, noise, or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the premises.

3. **PROPERTY LEASED "AS IS".** Tenant agrees that the property is being leased "as is" and that Landlord makes no warranty or guarantee of the condition of the property or any of the improvements. Tenant has examined the premises and has determined that the premises are suitable for Tenant's purposes.

4. **COMPLIANCE OF LAW.** Tenant shall comply with all of the laws, rules, ordinances, and regulations of the County, State and Federal Governments, and agencies regarding the use of the leased premises. Violation of any law, rule, ordinance or regulation may result in immediate termination of this lease.

5. **MAINTENANCE AND REPAIRS.** The Tenant agrees to make any and all repairs and improvements to the leased premises and agrees to keep said premises

in a safe, clean and attractive condition during the term of this Lease. Upon the expiration of the Lease, the Tenant shall surrender the premises quietly and peaceably in substantially the same condition as it was at the outset of this Lease, reasonable wear and tear and damage by the elements excepted.

6. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** Tenant shall have the right to install on the premises such equipment, fixtures and other items necessary or convenient for its use of the premises. All equipment and property purchased by the Tenant and placed in, on, or about the leased premises, including equipment not affixed to the realty, shall remain the property of the Tenant. Tenant may remove same on or before the termination of the Lease, provided that if removal results in damage to any part of the leased premises, the Tenant shall return the leased property to a condition suitable for the original intended use of that part of the leased property. In addition, any and all personal property not attached or installed in any building or structure shall remain Tenant's property and may be removed on or prior to termination of this Lease.

7. **PUBLIC UTILITIES.** The Tenant will pay within time allowed for payment without penalties, all charges for non-ad valorem tax, water and electricity and all other public utilities which may arise from the Tenant's use of the leased property. The Tenant agrees to hold the LANDLORD harmless from any interruption in the use and services of such commodities.

8. **HOLD HARMLESS.** The Tenant agrees to hold harmless and indemnify Landlord from any liability which may arise from the Tenant's use of the leased property.

9. **INSURANCE.** The Tenant shall carry the following insurance coverage and shall furnish the Landlord a certificate of said coverage.

9.1 **Renters Insurance.** Tenant agrees to keep and maintain at all time during the lease term, at Tenant's expense, a renter's insurance policy protecting Landlord against any internal damage to the house, and a general liability policy protecting Landlord against all claims and demands that may arise or be claimed on account of Tenant's use of the premises in an amount of at least \$200,000 for individual injuries and \$300,000 per occurrence. The policy shall be written by a carrier licensed to do business in Florida

9.2. **Special Requirements.** Ten days prior to the commencement of tenancy, a certificate of insurance shall be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

A. Indian River County shall be named as an "Additional Insured" on the general liability policy.

B. Indian River County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance. Such notice shall be in writing by certified mail, return receipt requested, and addressed to the Risk Manager.

9.3 **Lapse in Coverage.** If the tenant allows insurance coverage required under this lease to lapse, expire or be canceled it shall be an immediate breach of the lease and grounds for eviction.

9.4 **Damage by Fire or Other Causes.** That in the event the premises are destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, then this Lease shall thereby be determined ended. Landlord shall not be liable to rebuild, replace or repair said premises.

10. **MAINTENANCE OF EXTERIOR.** Tenant agrees to mow grass and maintain the landscaping and shrubbery. Tenant agrees to maintain the automobile parking areas, driveways and the exterior of the building.

11. **RIGHT TO INSPECT.** The Landlord may enter and inspect the leased premises at all reasonable hours to insure the premises is being properly maintained and kept in good condition.

12. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, sublease or transfer any part of this Lease without prior written consent of the Landlord which may be withheld for any reason. Tenant shall not mortgage the leased premises.

13. **ATTORNEY'S FEES AND COSTS.** In the event there arises any dispute or litigation over the terms and conditions of this Lease, the prevailing party shall be entitled to all attorney's fees, costs and suit money expended to resolve that dispute.

14. **NOTICE.** Any notices which are required, or which either party may desire to serve upon the other, shall be in writing and shall be deemed served when hand delivered, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to Tenant at:

If to Tenant: Joey M. Dunn and Melissa N. Dunn
 D/b/a B&B Tire, LLC
 3895 58th Avenue
 Vero Beach, FL 32966

Such notices to Landlord shall be addressed as follows:

Board of County Commissioners of Indian River County
1801 27th Street
Vero Beach, Florida 32960
Attention: Land Acquisition/Monique Filipiak, Public Works

These addresses may be changed by either party by providing written notification to the other.

15. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from you county public health unit. This paragraph is included pursuant to the requirement of Florida Statutes Chapter 404.056 for the purpose of public information and notification.

16. **VIOLATION OF TERMS OF LEASE.** If Tenant violates any of the covenants and conditions of this lease, then the Tenant shall become a Tenant at Sufferance, and in the event Tenant is evicted by suit at law, Tenant agrees to pay to Landlord all costs of such suit including a reasonable attorney's fee; that no assent, expressed or implied, to any breach of one or more of the covenants and agreements shall be deemed to be a waiver of any succeeding or other breach.

IN WITNESS WHEREOF, we, the Landlord and Tenant, hereunto affixed our hands and seals at Vero Beach, Indian River County, Florida, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

Joseph M. Dunn

Joseph E. Flescher, Chairman

(Signature) (Date)

Approved by BCC _____

Melissa N. Dunn

(Signature) (Date)

ATTEST:
Jeffrey R. Smith, Clerk of Court and Comptroller

Witnessed by

Deputy Clerk

(Printed name) (Date)

Approved:

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

County Attorney

EXHIBIT "A"

COM AT SW COR OF SE1/4 OF SW1/4; RUN E O

N SEC LINE 715 FT; N 25 FT TO N R/W OF WABASSO RD FOR POB;

TH N 150 FT, TH E 170

FT; TH S 150 FT; TH W 170 FT TO POB LES

S RD R/W (OR BK 650 PP 2038)