

LEASE WITH ROSELAND WOMEN'S CLUB

MOTION WAS MADE by Commissioner Lyons,  
SECONDED by Commissioner Wodtke, to approve  
the lease with the Roseland Women's Club  
for the Roseland Community Building and  
authorize the Chairman's signature.

Attorney Brandenburg explained that there never was an  
official written lease for the use of this building before;  
we simply have had an understanding with the Roseland  
Women's Club over the years. This now has been written and  
defined so that each entity knows their responsibilities.

Commissioner Bird reported that this action was  
initiated by the Parks & Recreation Committee.

THE CHAIRMAN CALLED FOR THE QUESTION. It  
was voted on and carried unanimously (4-0).

ad of R 7-3-84 RNB

LEASE



This Lease entered into this <sup>9th</sup> ~~3rd~~ day of <sup>October</sup> ~~July~~, 1984, by and between Indian River County, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and Roseland Women's Club, Roseland Community Building, Sebastian Avenue, Roseland, Florida, 32957, a non-profit organization, hereinafter referred as "Lessee",

WITNESSETH:

1. Lessor does hereby lease unto Lessee the following described premises to wit:

Roseland Community Building, Sebastian Avenue, Roseland, Florida, 32957 for and in consideration of the sum of \$1.00 (ONE DOLLAR) per year and in consideration of the public benefit and welfare which is enhanced by virtue of the Roseland Women's Club's presence on the property, to have and to hold unto the Lessee for a term of twenty (20) years commencing on July 1, 1984, subject to the limitations and conditions as hereinafter set forth. This Lease shall terminate automatically if the Lessee is dissolved and shall terminate upon sixty (60) days prior written notice by County to Lessee that the property is needed for an overriding public purpose.

2. The Lessee shall establish reasonable rules and regulations for the use of the building by other civic groups and members of the general public. Such rules and regulations shall always be subject to the approval of the Lessor.

3. The Lessee shall maintain the interior of the building in a proper, fit and reasonable manner at all times. It shall further be the responsibility of the Lessee to arrange for and pay for all utilities serving the building, including but not limited to, water lines, sewer lines, plumbing and wiring, in as good condition as such are at the time of commencement of this Lease.

4. The Lessee shall have the right to operate and allow concessions which are not unlawful or for immoral purposes, except that the Lessee shall not have the right to sell, serve or allow

to be consumed, any beer, wine, liquor, or other intoxicating beverages in the building.

5. The Lessee shall pay for all utilities including lights, telephone, water and gas which they may decide from time to time necessary, to service the building.

6. The Lessee shall have the right to sublet the building for purposes consistent with this Lease, however, the Lessee shall not discriminate between groups, classes or individuals with respect to any fees, charges or availability of the premises. Indian River County and North County Recreation Inc. shall be allowed to use the facility at such times and insure a manner so as not to conflict with Lessees' schedule without charge. Lessee shall at all times maintain Contents Insurance on all items brought into the building by Lessee. Lessor shall have no responsibility whatsoever, for any items of personal property brought into the building by Lessee or persons in the building, by permission of Lessee.

7. Lessor shall maintain Public Liability Insurance on the premises consistent with that which it maintains on all other County properties.

8. It shall be the duty of the Lessee to operate said building at all times for the convenience, benefit and welfare of the public. Said operation shall always be conducted in a clean, wholesome and proper manner, provided further that the manner of the operation of the building shall always be subject to the approval of Lessor and that if at any time said building is not operated in a manner entirely satisfactory to the Lessor, or in the event Lessee otherwise defaults under this Lease, then Lessor shall have the right of notifying the Lessee in writing that the building is not being used properly, or of the default, and immediately terminating this Lease.

9. Lessee shall, on or before August 15<sup>th</sup> of each calendar year during the term of this agreement, submit to Indian River County an itemized report of its operation's budget.

10. No structure of any kind whatsoever shall be built, and the existing structure shall not be enlarged without the

express prior approval of the County.

11. Lessee hereby agrees to indemnify and hold Indian River County harmless, and shall defend Indian River County from any and all claims, actions, proceedings at law, damages or liabilities of any kind to personal property brought into the building by Lessee or any other person while the building is in the control of Lessee, pursuant to this Lease.

IN WITNESS WHEREOF, Indian River County and the Roseland Women's Club have caused this Lease to be signed in their respective names.

Elizabeth Jordan  
Witness  
Alice E. White  
Witness

Irene H. Morrison  
Witness

Mary D. Kingdon  
Witness

BOARD OF COMMISSIONERS OF  
INDIAN RIVER COUNTY, FLORIDA

BY Don C. Scurlock, Jr.  
DON C. SCURLOCK, JR.  
Chairman

Attest: Freda Wright  
FREDA WRIGHT,  
Clerk

BY Mary B. Holmes  
ROSELAND WOMEN'S CLUB,  
Act. President

Attest: Suzanne K. Mageson  
Secretary-Treas.

