

# LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered into as of this 2<sup>nd</sup> day of February, 2026 (the "Effective Date"), by and between:

**BOARD OF COUNTY COMMISSIONERS** of Indian River County, a political subdivision of the State of Florida, with its principal address at 1801 27<sup>th</sup> Street, Vero Beach, Florida (hereinafter "County"); and

**ANGELA CAIL, D.V.M.**, an individual with a principal place of business at 6580 69<sup>th</sup> Street, Vero Beach, Florida 32967 (hereinafter "Dr. Cail").

County and Dr. Cail may be individually referred to as a "Party" and collectively as the "Parties."

## RECITALS

**WHEREAS**, County is the owner of certain real property and improvements located at 6580 69<sup>th</sup> Street, Vero Beach, Florida 32967 (the "Facility") pursuant to a purchase agreement from September of 2025; and

**WHEREAS**, Dr. Cail currently operates a veterinary practice at the Facility; and

**WHEREAS**, County intends to use the Facility for emergency services purposes at a future date; and

**WHEREAS**, County desires to permit Dr. Cail to continue to use the Facility for her veterinary practice during the term of this Agreement; and

**WHEREAS**, Dr. Cail desires to use the Facility for her veterinary practice under the terms and conditions set forth herein; and

**WHEREAS**, the Parties desire to set forth their respective rights and obligations with respect to Dr. Cail's continued use of the Facility.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. GRANT OF USE

### 1.1 Grant of Use

County hereby grants to Dr. Cail the non-exclusive right to use the Facility located at 6580 69th Street, Vero Beach, Florida 32967, for the purpose of operating her veterinary practice, subject to the terms and conditions of this Agreement.

### **1.2 Term**

The term of this Agreement shall commence on the Effective Date and shall end April 30, 2026.

### **1.3 Scope of Use**

Dr. Cail shall use the Facility solely for the purpose of operating a veterinary practice and for no other purpose without the prior written consent of County. Dr. Cail shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with her use of the Facility. The Facility contains medical equipment, tools, devices, and other items owned by County (the "Equipment").

## **2. RESPONSIBILITIES OF THE PARTIES**

### **2.1 Dr. Cail's Responsibilities**

Dr. Cail shall:

1. Pay to the County \$3,000.00 each month for rent and \$1,000.00 per month to cover utilities charges and services.
2. Maintain the interior of the Facility and all Equipment in good condition and repair, reasonable wear and tear excepted;
3. Obtain and maintain all licenses, permits, and approvals necessary for the operation of her veterinary practice;
4. Comply with all applicable zoning, health, safety, and building codes and regulations;
5. Not make any structural alterations, additions, or improvements to the Facility without the prior written consent of County;
6. Allow County access to the Facility at reasonable times for inspection, to make necessary repairs, and perform modifications/construction for future use; and
7. Surrender the Facility and Equipment to County upon termination of this Agreement in good condition, reasonable wear and tear excepted.

### **2.2 County's Responsibilities**

County shall:

1. Maintain the structural components of the Facility, including the roof, foundation, exterior walls, and major building systems;

2. Maintain the exterior grounds of the Facility, including landscaping, parking areas, and walkways; and
3. Provide Dr. Cail with reasonable notice of any inspections or repairs that may disrupt Dr. Cail's veterinary practice.

### **3. INSURANCE AND INDEMNIFICATION**

#### **3.1 Insurance Requirements**

During the term of this Agreement, Dr. Cail shall obtain and maintain, at her sole cost and expense, the following insurance coverage:

1. **Commercial General Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and advertising injury;
2. **Professional Liability Insurance** with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate;
3. **Workers' Compensation Insurance** as required by Florida law; and
4. **Property Insurance** covering Dr. Cail's personal property, equipment, and inventory located at the Facility.

All insurance policies shall name Indian River County, its officers, employees, and agents as additional insureds. Dr. Cail shall provide County with certificates of insurance evidencing the required coverage prior to the Effective Date and upon renewal of any policy. Each policy shall provide that it may not be canceled or materially modified without at least thirty (30) days' prior written notice to County.

#### **3.2 Indemnification**

Dr. Cail agrees to indemnify, defend, and hold harmless County, its commissioners, officers, employees, and agents from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or in connection with:

1. Dr. Cail's use and occupancy of the Facility;
2. Any breach or default by Dr. Cail in the performance of her obligations under this Agreement;
3. Any negligent act or omission of Dr. Cail, her employees, agents, contractors, or invitees; or
4. Any violation of applicable laws, regulations, or ordinances by Dr. Cail, her employees, agents, contractors, or invitees.

This indemnification provision shall survive the termination of this Agreement.

## **4. TERMINATION**

### **4.1 Termination by County**

County may terminate this Agreement by providing Dr. Cail with not less than thirty (30) days' prior written notice that County is ready to use the Facility.

### **4.2 Termination for Breach**

Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

### **4.3 Termination by Mutual Agreement**

This Agreement may be terminated at any time by mutual written agreement of the Parties.

### **4.4 Effect of Termination**

Upon termination of this Agreement, Dr. Cail shall:

1. Vacate and surrender the Facility to County in good condition, reasonable wear and tear excepted;
2. Remove all of Dr. Cail's personal property from the Facility;
3. Repair any damage to the Facility caused by the removal of Dr. Cail's property; and
4. Return all keys, access cards, and other means of access to the Facility to County.

## **5. GENERAL PROVISIONS**

### **6.1 Notices**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when:

1. Delivered personally;
2. Sent by registered or certified mail, return receipt requested, postage prepaid;
3. Sent by overnight courier with written confirmation of receipt; or
4. Sent by electronic mail with confirmation of receipt.

Notices shall be addressed to the parties below as follows:

If to County:

Indian River County Emergency Services  
4225 43<sup>rd</sup> Avenue  
Vero Beach, FL 32967  
Attention: David Johnson  
Email: [djohnson@indianriver.gov](mailto:djohnson@indianriver.gov)

County Attorney's Office  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Attention: Chris Hicks  
Email: [chicks@indianriver.gov](mailto:chicks@indianriver.gov)

If to Dr. Cail:

Angela Cail, D.V.M.  
P.O. Box 690304  
Vero Beach, FL 32966  
Email: [treasurecoastanimaler@gmail.com](mailto:treasurecoastanimaler@gmail.com)

Either Party may change its address for notice by giving written notice to the other Party.

## **6.2 Relationship of the Parties**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party or to incur any obligation on behalf of the other Party.

## **6.3 Assignment**

Dr. Cail shall not assign, transfer, or delegate any of her rights or obligations under this Agreement without the prior written consent of County, which consent may be withheld in County's sole discretion. Any attempted assignment, transfer, or delegation without such consent shall be void.

## **6.4 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

## **6.5 Amendment**

This Agreement may be amended or modified only by a written instrument executed by both Parties.

## **6.6 Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

## **6.7 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **6.8 Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Indian River County, Florida, and the Parties hereby irrevocably submit to the jurisdiction of such courts.

## **6.9 Force Majeure**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, or labor disputes.

## **6.10 Survival**

Any provision of this Agreement that, by its nature, would survive the expiration or termination of this Agreement shall survive such expiration or termination, including but not limited to the indemnification provisions set forth in Section 3.2.

## **6.11 Construction**

This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation of this Agreement.

## **6.12 No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS

By:   
\_\_\_\_\_  
Dr. Angela Cail  
President

By: \_\_\_\_\_  
Deryl Loar, Chairman  
Board of County Commissioners

Approved: \_\_\_\_\_  
John A. Titkanich, Jr.  
County Administrator

Approved as to form and legal Sufficiency:

\_\_\_\_\_  
Christopher Hicks  
Assistant County Attorney