

LEASE AGREEMENT

This lease entered into on this _____ day of _____, 2024 by the **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, Florida 32960, hereinafter referred to as "County", and **The Roseland Women's Club, Inc. , a Florida Not for Profit Corporation**, whose mailing address is P.O. Box 342, Roseland, Florida 32957, hereinafter referred to as "RWC", in consideration of the mutual promises and agreements set forth below, hereby agree as follows:

WITNESSETH:

1. **PROPERTY AND TERM.** County hereby leases to the RWC the Roseland Community Center, located at 12925 83rd Avenue, Sebastian, Florida 32958 (hereinafter "Leased Premises"), in the County of Indian River, Florida.

The term of the lease shall begin the day approved by the Board of County Commissioners and end ten (10) years thereafter with an option to renew for two, five (5) year terms upon mutual agreement of both parties. The County's right of entry onto the property shall begin upon termination of this lease.

1.1 **EXTENSION OF LEASE.** This lease shall not be extended beyond the stated term unless agreed upon in writing, sixty (60) days before expiration of this lease.

1.2 **TERMINATION OF LEASE BY RWC.** RWC may opt out of this lease anytime during the lease period by providing sixty (60) days written notice to the County. Should termination occur the lease amount that has been paid for the year in which it is terminated shall be deemed non recoverable by the RWC due to the nominal rental amount.

1.3 **TERMINATION OF LEASE BY COUNTY.**

- I. County shall have the right to terminate this Lease upon the occurrence of any of the following (each an Event of Default);
 - A. Loss of non-profit corporate status by the RWC;
 - B. Institution of proceedings in bankruptcy, by or against the RWC if such proceedings continue for a period of ninety (90) days and are not dismissed, or any assignment by RWC for the benefit of creditors;
 - C. Abandonment by the RWC of the Leased Premises for more than ten (10) consecutive days;
 - D. Default, of non-performance of, or other non-compliance with, any term, covenant or condition of any nature whatsoever under this Lease to be performed by RWC;

- E. Failure to pay when due any rent, reimbursement amount for pest control, or any other expense which could result in a lien being placed upon the Leased Premises.
 - F. Evidence of Discriminatory Subletting Practices by RWC when subletting the Leased Premises.
- II. Upon the occurrence of an Event of Default:
- A. County shall send written notice to the RWC, setting forth the Event of Default in specific detail and the date this Lease shall terminate in the event the defaulting party does not cure the default.
 - B. Within thirty (30) days following receipt of a default notice, the defaulting party shall have cured the default to the reasonable satisfaction of the County.
 - C. In the event the defaulting party fails to cure the Event of Default within thirty (30) days, this Lease shall be deemed to be terminated with no further action by the County, other than providing final written notice to the defaulting party that the Event of Default has not been cured and that the Lease is terminated.

1.3 **LEASE RATE.** The Leased Premises shall be leased for the amount of \$100.00 (one hundred dollars) per year subject to all terms and conditions of this Lease Agreement.

2. **USE OF PREMISES.** During the term of this Lease, the RWC shall use the Leased Premises for RWC meetings. Members and guests of RWC shall not use tobacco or have alcohol on the Leased Premises.

2.1 **ACCESS** RWC will only allow members and escorted guests of the RWC into the Leased Premises.

2.2 **MAINTENANCE** RWC shall maintain the interior of the building on the Leased Premises in a proper, fit and reasonable manner at all times. Which includes not allowing any accumulations of trash, debris, water, dirt, or dust. It shall further be the responsibility of the RWC to pay for all utilities serving the building, including but not limited to electricity, septic maintenance (until said time the Leased Premises is hooked up to sewer), water and sewer. The plumbing and wiring will be kept, in as good condition as it is at the time of commencement of this Lease.

2.3 **PEST CONTROL** A termite pest control plan and regular pest control plan are paid for by the County.

2.4 **OVERNIGHT LODGING** The rental space is not to be used as a sleeping premises.

3. **PROPERTY LEASED "AS IS"**. RWC agrees that the property is being leased "as is" and that the County makes no warranty or guarantee of the condition of the property or any of the

improvements. RWC has examined the premises and has determined that the premises are suitable for RWC's purposes.

4. **COMPLIANCE OF LAW.** RWC 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.** approved improvements to the leased premises and agree to keep said premises in a safe, clean and attractive condition during the term of this Lease. RWC shall clean the restrooms after each visit and clean common meeting space after each use. RWC shall make any repairs to the leased premises for damages caused by them within a reasonable time frame upon request by the County. Upon the expiration of the Lease, RWC 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.

5.1 **HVAC.** RWC shall at its own expense maintain a heat, ventilation and air condition (hereinafter "HVAC") maintenance contract with a third (3rd) party person or entity employed in the business of servicing HVAC units of the type serving the Leased Premises and which is fully licensed to repair such units in the State of Florida, which person or entity shall service the HVAC unit(s) at the Leased Premises on a regular basis (not less than semi-annually), which service shall include, but shall not be limited to, changing belts, filters and all other parts as required. Such person or entity shall perform emergency repairs on the HVAC unit(s) and keep a detailed record of all services performed and prepare a yearly service report to be furnished to RWC at the end of each calendar year. RWC shall furnish to County at the end of each calendar year a copy of such yearly service report. A copy of the HVAC maintenance contract described above shall be provided by RWC to County on or prior to the Commencement of the Term, together with proof that the annual premium for such contract has been paid. RWC shall notify County in writing of any person or entity contracted by RWC to provide preventative maintenance or repairs to the HVAC unit(s) serving the Leased Premises.

5.2 **REPLACEMENT.** County shall be responsible for the replacement of the HVAC/AC system should the system, as well as replacement of the hot water heater, and the stove. Within a reasonable amount of time as may be needed for the County to go adhere to purchasing requirements laid out in Florida Statute and/or County Ordinance (purchasing manual).

6. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** With written permission of the County, RWC 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 personal property purchased by RWC and placed in, on, or about the leased premises, including equipment not affixed to the realty, shall remain the property of RWC. RWC 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, RWC shall repair said damage and return the leased property to a condition suitable for the original intended use of that part of the leased property. Any and all installations that are of a permanent nature or would cause damage to the leased property if removed shall remain with the leased property and become property of the County upon termination of the lease.

6.1 **IMPROVEMENTS** Any improvements or signage must be approved by the County by the Public Works Director or their designee in writing prior to said improvements or signage being added to property.

6.2 **PERMITTING** Any improvements and or construction that will require a permit shall be done through Indian River County.

7. **MECHANIC'S LIENS**

7.1 RWC hereby completely and fully indemnifies the County and agrees to defend (with counsel acceptable to the County) and hold County harmless from and against, any mechanic's lien or other lien or claim in connection therewith.

7.2 No liens shall be filed against the Leased Premises for any work performed as the County is a governmental entity.

7.3 If the laws of the State of Florida provide a procedure for the limitation of the right of any contractor, subcontractor or materialman to file a lien against the Leased Premises for work performed, such as, but not limited to, the filing of the construction contract or performance or payment bond, RWC shall, prior to the making of any alterations, additions or improvements to the Leased Premises, cause such procedure to be complied with.

8. **HOLD HARMLESS.** RWC agrees to indemnify, defend (with counsel acceptable to the County) and hold harmless the County from and against any and all claims by or on behalf of any party arising from the occupancy, conduct, operation or management of the Leased Premises or from any work or thing whatsoever done on or about the Leased Premises, or arising from any breach or default on the part of RWC pursuant to the terms of this Lease, or under the provisions of any Law, or arising from any act, neglect or negligence of RWC, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any party, occurring during the Term, in or about the Leased Premises or the Center or any part thereof, and from and against all costs, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon (including, without limitation, the fees of attorneys, investigators and experts); and in case any action or proceeding be brought against the County by reason of any such claim, RWC upon notice from the County covenants at RWC's cost and expense to resist or defend such action or proceeding or to cause it to be resisted or defended by an insurer.

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

9.1 **GENERAL LIABILITY INSURANCE.** RWC agrees to keep and maintain at all times during the lease term, at RWC's expense, a general liability insurance policy protecting the County against any damage to the leased premises, and protecting the County against all claims and demands that may arise or be claimed on account of RWC's use of the premises in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall include damages to rented premises and list Indian River County as an additional insured. The policy shall be written by a reputable carrier licensed to do business in Florida and approved by the County.

9.2. **SPECIAL REQUIREMENTS.** 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 all insurance policies required under this lease.

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 RWC 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/termination of the lease.

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. County shall not be liable to rebuild, replace or repair said premises.

10. **RIGHT TO INSPECT.** County may enter and inspect the leased premises at all reasonable hours to ensure that the premises are being properly maintained and kept in good condition.

10.1 **MEETINGS.** County Public Works Director or designee will schedule and conduct bi-annual meetings with RWC to ensure the property is maintained and kept in good condition.

11. **ASSIGNMENT OR SUBLEASE.** RWC shall have the right to sublet the Leased Premises for purposes consistent with this lease so long as a list of all applicants including applications are provided to the County with an accounting of the amount paid by each sublease Quarterly on the first business day of each quarter for the quarter preceding the current quarter for the County to Review. This list shall include all applicants that were denied subletting as well. RWC shall not mortgage the leased premises.

12. **NON-DISCRIMINATION.** RWC as part of the consideration for this Lease does hereby respectively covenant and agree that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use or operation of the Leased Premises, or any of the programs or opportunities of RWC that are conducted in , on, or at the Leased Premises, on the bases of age, gender, disability, race, color, creed, nation origin, religion, or ancestry.

13 **AUDIT REQUIREMENTS.** RWC acknowledges and agrees that: (i) it is required to have an audit completed by an independent certified public accountant at the end of RWC’s fiscal year; (ii) a copy of such audit must be submitted to the Indian River County office of Management and Budget within 120 days after the end of RWC’s fiscal year, (iii) if the Budget office has any questions regarding a part of the financial statements, audit comments, or notes a letter requesting clarification may be sent to RWC, and RWC shall timely respond or cause a response to be made; and (iv) if RWC receives a qualified opinion from its independent auditor, this will be reported to the County and the County reserves the right to declare this Lease to be defaulted.

14. **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.

15. **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 RWC at:

The Roseland Women's Club, Inc.
P.O. Box 342
Roseland, Florida 32957

Such notices to the County shall be addressed as follows:

Indian River County
Attention: Public Works Director (or designee if someone else appointed)
1801 27th Street
Vero Beach, Florida 32960

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

14. **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 your 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.

15. **VIOLATION OF TERMS OF LEASE.** If RWC violates any of the covenants and conditions of this lease, then the RWC shall become a tenant at Sufferance, and in the event RBC is evicted by suit at law, RBC agrees to pay to County 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, Indian River County Board of County Commissioners and Roseland Women's Club, hereunto affixed our hands and seals at Vero Beach, Indian River County, Florida, the day and year first above written.

THE ROSELAND WOMAN'S
CLUB, INC.

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: Judy M. Greenberg
Judy M. Greenberg
President

By: _____
Susan Adams
Chairman

Witnessed by:

signature: Kristin Leindach
printed name: Kristin Leindach

signature: Ernest Bradley Baker
printed name: Ernest Bradley Baker By:


Ryan L. Butler, Clerk of Court
and Comptroller

ATTEST:

Approved:

John A. Titkanich, Jr.
County Administrator

Approved as to form
and legal Sufficiency



Susan J. Prado
Deputy County Attorney