

LEASE AGREEMENT

The **BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA**, hereinafter called the "Landlord", and **PROGRESSIVE CIVIC LEAGUE OF GIFFORD, FLORIDA, INC.**, hereinafter called the "Tenant", in consideration of the mutual promises and agreements set forth below, hereby agree this 6th day of January, 1998, as follows:

WITNESSETH:

1. **PROPERTY AND TERM.** The Landlord hereby leases to the Tenant the real property and facilities situated thereon, located in the County of Indian River, Florida, more particularly described as follows:

See Exhibit "1" attached hereto.

for a term of twenty (20) years commencing January 6, 1998 and terminating on January 5, 2018 for a total rental of Twenty Dollars (\$20.00) payable at the rate of \$1.00 per year payable in advance.

2. **USE OF PREMISES.** During the term of this Lease the Tenant shall use the leased premises for the public purposes provided by the Progressive Civic League of Gifford, Florida, Inc., as the **Gifford Community Center**, in the ordinary course of their business, which shall be opened to the public on a nondiscriminatory basis without regard to race, creed, handicap, or sex.

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.

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. Landlord's Renewal and Replacement Fund (see paragraph 11.), may be drawn

upon for needed repairs with Board of County Commissioners' approval, but not for ordinary maintenance. 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 water and electricity and all other public utilities which may arise from the Tenant's use of the leased property.

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. **Worker's Compensation.** Worker's Compensation shall be provided for all employees. Coverage shall be for the statutory limits in compliance with all state and federal laws. The policy shall include Employer's Liability with a limit of \$100,000 per accident.

9.2 **Commercial General Liability.** Tenant shall have commercial general liability coverage and shall be per occurrence Combined Single Limit for Bodily Injury and Property Damage including Premises and Operations. The minimum limit of liability for this facility shall be \$300,000.00. The policy shall be written by a carrier licensed to do business in Florida and have a rating of A+VII or better per A.M. Best's Key Rating Guide.

9.3. **Special Requirements.** Ten days prior to the commencement of operations, 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.

10. **MAINTENANCE OF EXTERIOR.** Landlord 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. **OPERATING COSTS.** An itemized operating budget shall be submitted to Indian River County by April 1st of each fiscal year. Any actual annual appropriations shall be approved through the County budgetary process.

After the first fiscal year five percent (5%) of each year's operating budget shall be held in reserve by Landlord in a Renewal and Replacement Fund for repairs to the Gifford Community Center.

12. **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.

13. **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.

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 Tenant at:

Progressive Civic League of Gifford, Florida, Inc.
P. O. Box 5102
Vero Beach, Florida 32961-5102

Such notices to Landlord shall be addressed as follows:

Board of County Commissioners of Indian River County
1840 25th Street
Vero Beach, Florida 32960

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

16. **TERMINATION FOR INSOLVENCY.** In the event that there are in any fiscal year insufficient funds (in the sole determination of the Tenant), to continue operation of the facility, the Tenant may terminate the Lease by giving the Landlord ninety (90) days' written notice.

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

By: *John W. Tippin*
John W. Tippin, Chairman
approved 1/6/98
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ATTEST:

By: *JK Barton*
Jeffrey K. Barton
Clerk of Court

By: *Patricia Jones D.C.*

BY *W.G. Collins II*
WILLIAM G. COLLINS II
DEPUTY COUNTY ATTORNEY
PROGRESSIVE CIVIC LEAGUE
OF GIFFORD, FLORIDA, INC.

Witnessed by:

By: *Arthur J. Harris*
Arthur J. Harris, President

signature: *R. DeBlouis*
printed name: ROLAND H. DEBLOIS

signature: *Nancy H. Mossali*
printed name: Nancy H. Mossali

EXHIBIT "1"

Legal Description Gifford Community Center

The North 260 feet of the East 250 feet of Tract 9, Section 21, Township 32 South, Range 39 East,

Less the northerly 30 feet thereof for canal right-of-way; and

Less the easterly 50 feet thereof for 43rd Avenue right-of-way,

Together with the North 120 feet of the West 69 feet of the East 319 feet of Tract 9, Section 21, Township 32 South, Range 39 East,

Less the North 30 feet for canal right-of-way.

All according to the last general plat of the Indian River Farms Company Subdivision as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida, said lands now lying and being in Indian River County, Florida.

Containing approximately 52,210 square feet or 1.2 acres \pm .