

**LEASE AGREEMENT
HERNANDO COUNTY
AND
BROOKSVILLE VISION FOUNDATION, INC.
D/B/A BROOKSVILLE MAIN STREET**

THIS AGREEMENT is to lease real property owned by HERNANDO COUNTY, a political subdivision of the state of Florida (LESSOR) to BROOKSVILLE VISION FOUNDATION, INC., d/b/a BROOKSVILLE MAIN STREET (LESSEE) according to the terms specified herein, collectively the PARTIES.

THE LESSOR currently provides space (square footage) to its TOURISM BUREAU, (TOURISM) located at 205 East Fort Dade Avenue, Brooksville, Florida, Property Appraiser key #00420459.

It is the desire of LESSOR and TOURISM, to allow LESSEE the use of the designated space as depicted on the attached sketch, approximately 250 square feet, to be used independently of TOURISM or any other tenant.

1. **TERM.** The term of the Lease Agreement shall begin the 1st day of JUNE, 2020 and continue for a four year, three month period ending September 30, 2024.
2. **RENT PAYMENTS.** The parties agree that the not-for-profit discounted rate of \$5.00 per square foot shall apply, thereby making LESSEE's monthly payment, due in advance and payable on the 1st day of each month in the total amount of \$104.17 a month, (\$1,250.00 annually), payable to HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, c/o Clerk of Court, Finance Dept., 20 N Main St, Room 231, Brooksville, FL 34601.
3. **AGREEMENT TERMINATION.** This Lease shall terminate on September 30, 2024 at midnight; renewable thereafter via notice by either party and written acceptance of modified renewal term by both parties.
 - a. Early termination by either party may occur providing LESSOR or LESSEE provides ninety days written notice as specified in Paragraph 14 below; with occupancy through that ninety days and rental payments through the ninety days.

- b. Request for renewal by LESSEE shall be provided to LESSOR no less than thirty days prior to any annual expiration.
4. **UTILITIES.** All charges for utilities and outside maintenance connected with the premises shall be paid by the LESSOR; however, LESSEE shall pay a flat rate of \$300.00 a month, on the first day of each month, beginning June 1, 2020, for electric, water, sewer, and trash pick up. Anything outside of those utilities (such as, but not limited to janitorial, wi-fi, cable) shall be contracted for independently by the LESSEE and paid for by LESSEE.
5. **PROPERTY CONDITION.** LESSEE agrees to accept the building in the current condition, with no known or apparent need of repair. LESSEE further agrees to surrender and deliver the premises in as good of condition as it was in, or better, than when LESSEE took possession, normal wear and tear excluded. The LESSEE will be responsible for any damages outside of normal wear and tear.
6. **IMPROVEMENTS.** LESSOR will not reimburse or provide any consideration for improvements made by LESSEE. LESSEE must leave any improvements that have been allowed and funded by LESSEE that will cause damage to the building by removing. LESSOR, may from time to time, make improvements to the building with no additional charge to LESSEE.
7. **SHARED SPACE.** With the exception of the restrooms, hallways, entrance and exits LESSEE shall remain in the space provided in the sketch attached hereto as exhibit "A" and made a part hereof.
8. **OTHER TERMS AND CONDITIONS.** The costs for future improvements or development of the property is to be negotiated by the parties' authorized representatives and agreed to in advance of the commencement of each individual project. The improvements will remain with the property pursuant to number 6, herein.
9. **INSURANCE.** LESSEE through this agreement, hereby agrees to indemnify and hold harmless the LESSOR, County, its Board of Commissioners, officials, officers, agents and employees from and against all claims, suits, damage, causes of action, judgments, loss, expenses and attorney's fees arising out of personal injury, including death,

property loss or theft sustained by any person while on the property of the LESSOR. FURTHER, LESSEE agrees to obtain a Comprehensive General Liability Insurance Policy from an insurance company licensed to do business in the State of Florida. Such insurance shall provide coverage against liabilities for death, personal injury or property damage occurring on the property of the LESSOR. Such insurance shall be in an amount of at least \$1,000,000 per each occurrence and \$2,000,000 in the aggregate with LESSEE naming the Hernando Board of County Commissioners as additional insured. A Certificate of Insurance evidencing such coverages and listing the Hernando Board of County Commissioners as an additional insured shall be provided to the County no later than 72 hours or three business days (whichever is sooner) after signing this agreement: Hernando County Risk Manager, 20 N Main Street, Rm 262, Brooksville, FL 34601.

10. **SOLE AGREEMENT.** The PARTIES hereby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. (Any oral representations made at the time of executing this agreement are not legally valid, and therefore, are not binding upon either party.)
11. **GOVERNING LAW.** This agreement shall be governed, construed, and interpreted by, through, and under the Law of the State of Florida. In the event that the PARTIES enter into a dispute over the terms and conditions herein, both PARTIES shall pay their own attorneys' costs and fees regardless of the outcome of the dispute. The venue for any litigation shall remain in the 5th Judicial Circuit, and the PARTIES waive their rights to trial by jury, as allowed by law.
12. **CONSTRUCTION.** The words LESSOR and LESSEE as used herein include the plural as well as the singular. The pronouns used herein, if any, shall include either gender or both, singular and plural.
13. **ACKNOWLEDGEMENT AND DESIGNATED PARTIES FOR NOTICE.** By signature of the LESSOR and LESSEE they hereby acknowledge both PARTIES have participated in the creation of this document, that both PARTIES have had time to review and make any suggested or necessary changes. Further, upon signature, the PARTIES

acknowledge they have received copies of the original Lease Agreement. If notice must be provided pursuant to the terms and conditions herein, the notice shall be sent by certified mail return receipt requested to:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
c/o County Administrator
20 N Main St, Suite 263
Brooksville, FL 34601-2800**

**BROOKSVILLE VISION FOUNDATION, INC.
d/b/a BROOKSVILLE MAIN STREET
c/o Natalie Kablea
201 Howell Ave
Brooksville, FL 34601**

THIS LEASE AGREEMENT is effective June 1, 2020, or upon signature of the last party executing the document, if after June 1, 2020. The terms and conditions will remain the same and are not dependent upon the effective date.



Board of County Commissioners
Hernando County, Florida

Attest: Susan Burns, Deputy Clerk
for Douglas A. Chorvat, Jr.
Clerk of Court & Comptroller

By: [Signature]
Jeff Holcomb
Chairman

11-5-2019

Approved as to Form and Legal Sufficiency

By: [Signature]
Hernando County Attorney's Office

Brooksville Vision Foundation, Inc., d/b/a
Brooksville Main Street

Elena Sutton
Witness

[Signature]
Witness

By: [Signature]
Title: President

10/29/19

