

LEASE AGREEMENT

THIS LEASE is entered into on this _____ day of _____, 2024 by and between **HERNANDO COUNTY**, a Political Subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter referred to as "**LESSOR**") and **VINCENT ACADEMY ADVENTURE COAST, INC.**, a Florida Not for Profit Corporation, whose address is 7473 Forest Oaks Blvd., Spring Hill, FL 34606 (hereinafter referred to as "**LESSEE**").

SECTION 1. LEASED PROPERTY/MAINTENANCE

LESSOR hereby leases to **LESSEE** a unit in Forest Oaks Commercial Center consisting of approximately 2,870 square feet located at 7473 Forest Oaks Blvd., Spring Hill, FL 34606 (hereinafter referred to as "the Property"). Lessee currently occupies this space.

LESSOR further grants to **LESSEE** for the term of the Lease, access for the purposes of pedestrian and vehicular ingress and egress to and from an open and improved public road.

LESSEE shall be responsible for the following maintenance:

- (a) The routine replacement of HVAC air filters; and
- (b) Any and all plumbing elements from the stub-out of the interior walls and responsible for the unclogging of pipes or drains; and
- (c) Repairs or replacement of remaining elements not subject to contractor warranty including but not limited to doors, windows, lighting, ceiling tiles, carpet, flooring, electric wiring, and components; and
- (d) Custodial services.

LESSOR shall be responsible for the following maintenance:

- (a) Responsible for the roof, exterior walls and the working order of the HVAC systems including repair or replacement if necessary; and
- (b) Responsible for the water and sewer piping under the foundation slab and within the walls.

SECTION 2. INITIAL TERM

To have and hold the premises for the term of two (2) years commencing the 1st day of June 2024 and terminating on the 31st day of May 2026, under the terms and condition as set forth herein. However, either **LESSOR** or **LESSEE** may terminate this lease at any time by providing the non-terminating party with a written Notice of Termination at least one hundred eighty (180) days prior to the date of the intended termination.

SECTION 3. IMPROVEMENTS

The **LESSEE** shall provide **LESSOR** with signed and sealed plans with detailed

specifications for any planned improvements to the Property for the Vincent Academy, a health and wellness center, which must be agreeable to the LESSOR. LESSEE shall engage a licensed general contractor for any and all planned improvements and complete the project at LESSEE'S cost in a quality and timely manner. LESSEE shall make every effort to obtain a competitive bid for the improvements. The contract with the general contractor, proposed bid, summary of the improvements and costs associated with the improvements will all be contingent upon the review and approval by the LESSOR prior to construction. The contract with the general contractor shall contain detailed language to address the scope of the improvements, contingencies, delays, and procedure for change orders. LESSEE shall be responsible for personal property such as furniture, window treatments, general office equipment and all other related equipment.

The LESSOR will make minimal improvements to the parking area which may include grading, resealing, and restriping.

SECTION 4. RENT

LESSEE hereby covenants and agrees to pay, during the term hereof, to the LESSOR, in advance and beginning on the commencement date of this lease and on the first day of each and every month thereafter for the next twenty-four (24) month period, as provided in the base monthly rent listed below. *(Base monthly rate increase of 3% over prior year base monthly rent rate.)*

Base monthly rental rate year 1: \$ 2,459.75 (\$29,517.00 per year)

Base monthly rental rate year 2: \$ 2,533.55 (\$30,402.60 per year)

SECTION 5. UTILITIES/SIGNAGE

The LESSEE shall be responsible for placement of all utilities in LESSEE'S name and will be responsible for the cost of all utilities which may include, but are not limited to, electric, water, sewer, garbage, gas, telephone, any special waste removal services, and internet service. LESSOR shall allow the LESSEE to place appropriate signage that is mutually agreed to above the property, on exterior walls, glass windows or doors as allowed by the Hernando County Code of Ordinances. Any signage removed at the termination of the lease shall be done in a manner that leaves the property in a condition equal to or better than its original condition. The property shall be returned in its original condition, reasonable wear and tear excepted.

SECTION 6. CASUALTY AND CONDEMNATION

In the event of a partial destruction of the Property, or so much of it as to prevent the continuation of **LESSEE'S** permitted use, by fire or any other event, **LESSOR** shall repair and restore the Property to its prior condition within thirty (30) days, or as otherwise agreed to by the parties. If the damages or repairs cause normal operations to cease, **LESSEE'S** lease payments shall be suspended back to the date of the destruction. Should the Property be totally destroyed by an event, the **LESSOR** may elect to terminate this Lease Agreement by providing written notice to **LESSEE**, which termination shall be effective as of the date of the destruction; otherwise, the **LESSOR** may make the required repairs as set out above.

- (a) If all or any part of the Property is taken by eminent domain, or under threat of eminent domain, so as to prevent the continuation of **LESSEE'S** permitted use in a reasonable manner, then **LESSOR** may terminate this Lease by providing written notice to **LESSEE**. Termination shall be effective upon receipt by **LESSEE** of notice and proof of a copy of the "Notice to Owner" or "Notice to Business Owner" sent by the condemning authority. Upon such termination, **LESSEE** shall be entitled to claim damages and/or relocation expenses as against the condemning authority pursuant to Florida law.

SECTION 7. TAXES

LESSEE shall pay when due, all applicable real property taxes and other fees and assessments attributable to the ownership of the Property during the Lease term.

SECTION 8. INSURANCE

At all times while this Lease remains in effect, the **LESSEE** shall maintain, at the **LESSEE'S** expense, General Liability Insurance (including contractual indemnity) against claims for bodily injury, death or property damage occurring on, in or about the Land, which insurance shall be written on a so-called "occurrence basis," and shall provide minimum protection with a combined single limit in an amount not less than One Million Dollars (\$1,000,000.00) and excess liability coverage of One Million Dollars (\$1,000,000.00), for total coverage in an amount of at least Two Million Dollars (\$2,000,000.00) per occurrence. Said insurance shall name Hernando County Board of County Commissioners as an additional insured. The **LESSEE** shall deliver the policy or policies of insurance (or copies thereof) to the Hernando County Risk Manager's Office at inception of this Lease and shall, no less than annually thereafter, deliver proof of renewal that the insurance has remained in force and good standing.

SECTION 9. INDEMNIFICATION

LESSEE agrees to protect, defend, reimburse, indemnify, and hold the **LESSOR**, its agents, employees, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees) and causes of action of every kind and character, except to the extent caused by **LESSOR'S** own negligence or intentional misconduct. This clause shall survive the termination of this Lease Agreement. Notwithstanding anything contrary within this Lease Agreement, the **LESSOR** shall not waive any of its rights as a sovereign local government and the **LESSOR** reserves all rights and defenses under Florida law. **LESSOR** agrees to reciprocate and indemnify **LESSEE** to the same extent, allowed by law, as set out above.

SECTION 10. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, to the following addresses:

To **LESSOR**: Hernando County Property Management Department
 1525 E Jefferson Street
 Brooksville, FL 34601
 Attn: Kelly Soreng

To **LESSEE**: VINCENT ACADEMY ADVENTURE COAST, INC
 Attn: Jessica Bonanno
 C/O Van Gogh's Palette Inc.
 11145 Denton Ave.
 Hudson, FL 34667

SECTION 11. AUTHORITY

LESSOR and **LESSEE** covenant and warrant that they have full right, power, and authority to execute this Lease Agreement. The **LESSEE** covenants and warrants that its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any note, lease or other agreement binding on **LESSEE**.

SECTION 12. ENVIRONMENTAL LAWS

- (a) As herein, the term "environmental laws" shall mean any and all local, state, or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "hazardous substance" shall mean any toxic or hazardous waste or substance (including, without limitation, medical waste) that is regulated by environmental laws.
- (b) LESSEE agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to the LESSEE'S operations.

SECTION 13. SUCCESSORS AND ASSIGNS

This Lease shall run with the Property unless otherwise indicated and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

SECTION 14. MISCELLANEOUS

- (a) Any dispute, claim or action relating to or arising under this Lease Agreement shall be brought solely in the Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This Lease Agreement shall be governed by Florida Law. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. To the extent permitted by law, the respective parties in this instrument agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, Lessee's use or occupancy of the unit, or any claim of damage resulting from any act or omission of the parties or either of them in any way connected with this Lease or the unit.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes all previous offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (c) In accordance with Florida law, the following notice is hereby given to LESSEE:
RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITY, 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 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.
- (d) For the term of the Lease Agreement, the LESSEE shall not lease or allow any sub-lease of the unit in Forest Oaks Commercial Center for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this agreement effective on the date signed by the last party hereto.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

Attest: _____

Douglas A. Chorvat, Jr.
Clerk of Court & Comptroller

By: _____

Elizabeth Narverud, Chairperson
Board of County Commissioners

VINCENT ACADEMY ADVENTURE COAST, INC.
(LESSEE)

Witness: Cindy Noll
Cindy Noll
Printed Name

13947 19th St.

Dade City FL 33525
Post Office Address

By: David B. Lambert II
DAVID B. LAMBERT II
Printed Name

Exp. General Manager
Title

Witness: Paula Lewis
Paula Lewis
Printed Name

34621 Appalosa Tr.

2 Hills FL 33541
Post Office Address

Approved as to form and legal sufficiency:

[Signature]
County Attorney's Office