

[THIS AGREEMENT SHALL NOT BE RECORDED]

**RESIDENTIAL LEASE AND ON-SITE SECURITY AGREEMENT FOR
CYPRESS LAKES PRESERVE**

THIS AGREEMENT ("Agreement") is made and entered into on the 28th day of June, 2022, by and between HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 15470 Flightpath Drive, Brooksville, Florida 34604 (hereinafter the "LESSOR"), and JASON REIFF, whose address is 10520 Parkside Court, Spring Hill, Florida 34608 (hereinafter the "LESSEE").

WITNESSETH:

For and in consideration of the mutual promises and obligations of the parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- A. **LEASE OF SECURITY RESIDENCE:** The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR that certain single-family residence located at 32375 Cortez Boulevard, Brooksville, Florida 34601, situated within the Cypress Lakes Preserve in unincorporated Hernando County, Florida (hereinafter the "Security Residence"), subject to the terms and conditions set forth in this Agreement. The Cypress Lakes Preserve is located on the north and east sides of Cortez Boulevard (State Road 50), north and east of Ridge Manor Boulevard, east of I-75 and west of U.S. Highway 301, adjacent to Access Road/Paul R. Steckle Lane, and described as Parcel Identification No. R04 123 21 1100 00T0 0110.
- B. **TERM.** The initial term of this Agreement shall commence on July 1, 2022, and shall expire on June 30, 2023. Thereafter, this Agreement shall be subject to no more than five (5) renewal periods of one (1) year each, commencing on July 1 and expiring on June 30, unless terminated by either party in accordance with section E of this Agreement. The LESSEE shall notify the LESSOR in writing at least thirty (30) days prior to the expiration date each year of his intent to renew this Agreement for another renewal period. Any renewals or extensions of this Agreement shall be approved by the Board of County Commissioners.
- C. **LESSOR'S RESPONSIBILITIES.** The LESSOR shall:
1. Provide and pay for utilities to the Security Residence, limited to potable water and

on-site sewage disposal through a septic tank system.

2. Provide and pay for property insurance for the Security Residence (the structure), excluding all personal property of the LESSEE.
3. Provide and pay for the reasonable maintenance and repair of the Security Residence for those items not otherwise the responsibility of the LESSEE as specified in section D of this Agreement.
4. Provide and pay for annual termite inspections and termite treatments, when required.
5. Provide a dishwasher, stove and refrigerator for the Security Residence, which shall remain the property of the LESSOR following the expiration or termination of this Agreement.
6. Coordinate and pay for pumping the septic tank every other year, with the next pumping year scheduled for 2023.
7. Conduct an annual inspection of the Security Residence, surrounding grounds and property inside and outside to determine if any maintenance repairs are necessary.

D. LESSEE'S RESPONSIBILITIES. The LESSEE shall:

1. Occupy the Security Residence alone or with immediate family members as approved by the LESSOR's designated agent. The LESSEE shall not sublease or sublet this Agreement, in whole or part, or allow the use of the Security Residence by anyone else.
2. Pay a security deposit of \$600.00 prior to occupancy of the Security Residence. The security deposit shall guarantee payment of the rent, utilities and other expenses required in this Agreement as well as the faithful performance of all the terms and conditions of this Agreement by the LESSEE. The LESSOR may, at its sole option, retain all or part of the security deposit in the event of a breach of any of the terms or conditions of this Agreement by the LESSEE. Upon full and satisfactory performance of this Agreement and the LESSEE's return of the Security Residence in the same condition as the time of commencement hereunder (ordinary wear and tear excepted), the LESSOR shall return the security deposit to the LESSEE.
3. Pay a rental fee of \$600.00 per month, to be paid on or before the first day of each

month. Checks shall be made payable to Hernando County and shall be mailed or hand-delivered to Hernando County, Florida, 15470 Flightpath Drive, Brooksville, Florida 34604, or as otherwise directed by the LESSOR in writing. A late fee of \$50.00 will be due for all payments received after the seventh day of each month. If payment is mailed, a postmark from the United States Postal Service bearing the date on or before the sixth day of the month shall preclude a late fee being due.

4. Monitor the Cypress Lakes Preserve to prevent vandalism and criminal activity and to protect natural resources, including wildlife. The LESSEE shall ensure that the chain entrance gates are locked and secured at designated times when the Preserve is closed to the public (daily from sunset to sunrise). At least once each week, the LESSEE shall perform a site inspection throughout the Cypress Lakes Preserve.
5. Provide the LESSOR, through LESSOR's designated agent, with written notice at least forty-eight (48) hours in advance of any absence from the Cypress Lakes Preserve property which extends beyond forty-eight (48) consecutive hours.
6. Notify law enforcement and the LESSOR'S designated agent if there is a situation involving unauthorized trespassing, threats to person or property, or threats to the public safety or the Cypress Lakes Preserve.
7. Pay for initial hook-ups and deposits (if necessary) for all utilities, including electric, telephone, cable, wireless, internet and security system monitoring, exclusive of potable water and on-site sewage disposal.
8. Pay any and all expenses for utilities, including without limitation, electric, telephone, cable, wireless, internet and security system monitoring, exclusive of potable water and on-site sewage disposal. Installation of a satellite dish or other devices to the Security Residence or at the Cypress Lakes Preserve property shall require prior written approval by the LESSOR.
9. Provide the LESSEE's own appliances, consisting of washer, dryer, microwave, telephone, etc., which are not furnished by the LESSOR. A garbage disposal shall not be installed.
10. Conduct himself, and require other persons on the property with his consent to conduct themselves, in a lawful manner that does not unreasonably disturb any nearby residences, is not offensive to persons in the Cypress Lakes Preserve, or

does not constitute a breach of the peace. The LESSOR shall be the final arbiter of any violation under this provision.

11. Not allow domestic or farm animals or other pets within or upon the Security Residence without the LESSOR's prior written consent, which consent may be withheld, rescinded or withdrawn for any reason or no reason. In the event the LESSOR approves a pet, the LESSEE will be required to pay an additional \$250.00 nonrefundable pet deposit.
12. Maintain the Security Residence and surrounding grounds in good repair and neat appearance, including landscaping and mowing. The LESSEE shall report any unsafe conditions at the Security Residence or Cypress Lakes Preserve to the LESSOR within forty-eight (48) hours.
13. Maintain General Liability and Automobile Liability insurance sufficient to cover the LESSEE's personal property, automobiles and liability. The insurance policies shall provide minimum liability coverage in the amount of \$300,000.00 and medical payments coverage in the amount of \$10,000.00. The LESSEE shall also maintain an Umbrella Insurance Policy with minimum limits of \$500,000.00. The insurance coverages shall name the LESSOR as an additional insured and shall contain a provision which forbids any cancellation, changes or alterations in the coverages or limits without providing thirty (30) days prior written notice to the LESSOR.
14. Maintain active employment. The LESSEE shall notify the LESSOR of any change of employment within seven (7) calendar days. The LESSOR has the sole option of allowing the LESSEE to continue to remain, to condition such approval, or to require the LESSEE to vacate the Security Residence as provided in section E of this Agreement.
15. If required by the LESSOR as provided in this Agreement, the LESSEE shall vacate the Security Residence within thirty (30) days of notification by the LESSOR demanding that the LESSEE vacate the Security Residence. Any holdover or extension of this Agreement shall only be by written agreement duly signed by the LESSOR and the LESSEE.
16. Inform the LESSOR of normal hours of occupancy of the Security Residence and

any extended absence in excess of forty-eight (48) hours which deviates significantly from the normal routine. Additionally, the LESSEE shall provide and maintain a current mobile telephone number and email address for contact while this Agreement remains in force.

17. Maintain security surveillance of the Cypress Lakes Preserve and submit monthly reports in paper or by email to the LESSOR through the LESSOR's designated agent. Monthly reports, in the format prescribed by the LESSOR, shall include a log with weekly field checks (including dates, times of day and amount of time spent), descriptions of any incidents (including dates and times) which occurred, such as vandalism, poaching, unauthorized vehicle or ATV use, destruction of habitat, etc., actions taken to correct or resolve such incidents, and any coordination with law enforcement. Monthly reports for the prior month shall be submitted with the lease payment.
18. Ensure that all personal vehicles are licensed, operable and parked in designated areas. Only two (2) vehicles of any kind owned by the LESSEE or his immediate family shall be parked at the Security Residence. Other vehicles, boats and/or trailers shall be approved in writing by the LESSOR prior to parking at the Security Residence, with the exception of temporary parking by occasional guests. The LESSEE shall ensure that all guests, invitees and visitors park only in properly designated areas.
19. Not perform any alternations or make any improvements to the Security Residence or the Cypress Lakes Preserve without the LESSOR's prior written approval. The LESSEE shall report to the LESSOR's designated agent any non-working items or necessary repairs within seven (7) days.
20. Keep the Security Residence and surrounding grounds clean and free from debris.
21. Promptly contact the LESSOR's designated agent if in doubt about compliance with or violation of any provision or condition in this Agreement.
22. Assume any and all risk of injury to persons, damage to property or other loss which may result in whole or in part arising from or related to this Agreement. The LESSEE shall indemnify and hold harmless the LESSOR from and against any and all such injury, damage and/or loss. This provision is in addition to and not in lieu

of the insurance and indemnity provisions herein.

23. Perform ordinary and routine maintenance to the Security Residence, including replacing light bulbs when burned out or broken and replacing the air conditioning filter at least once every three (3) months.
24. Coordinate with the Hernando County Sheriff's Department, the LESSOR's designated agent or other appropriate agency as necessary relating to site security. In the event of a natural disaster or other similar emergency, the LESSEE shall notify the LESSOR's designated agent concerning provisions for site security, contact information and follow-up event status for the property.
25. Provide the County's designated agent with twenty-four (24)-hour emergency contact information.

E. GENERAL TERMS AND CONDITIONS. Both parties agree to the following:

1. The LESSOR may terminate this Agreement for cause at any time and without prior notice to the LESSEE.
2. Upon termination or expiration of this Agreement, the LESSEE and any persons occupying the Security Residence thereunder shall vacate the Security Residence within thirty (30) days of demand and shall surrender the Security Residence to the LESSOR vacant, clean and free of debris, and in a condition equal to that existing at the time of commencement of this Agreement, ordinary wear and tear excluded.
3. Either party may terminate this Agreement without cause upon giving thirty (30) days prior written notice to the other party. If the LESSEE terminates this Agreement prior to proper notice, the LESSEE shall forfeit the security deposit.
4. The LESSOR shall not pay for or incur any costs or expenses, except those specifically stated herein. The LESSEE shall be responsible for payment of any taxes, fees and other charges imposed by federal, state and local governmental entities or agencies arising out of or resulting from lease of the Security Residence or this Agreement, including, but not limited to, property, employment and payroll taxes.
5. The LESSOR shall not be liable for the actions of the LESSEE, his immediate family, guests, invitees and/or visitors at all times while such persons are within or upon the Security Residence, surrounding grounds and including ingress to and

gress from the Cypress Lakes Preserve.

6. This Agreement is not transferable. The LESSEE shall not assign or transfer this Agreement, or any interest, right or duty under this Agreement, the leasehold interest created thereby, or any interest in or portion of the Security Residence or the leased property.
7. This Agreement sets forth the entire agreement of the parties hereto and supersedes any prior agreements, representations and understandings, whether oral or written, between them concerning the subject matter hereof. This Agreement shall not be amended or modified other than by written agreement executed by the LESSOR and the LESSEE with the same formality as this Agreement.
8. The LESSEE understands that there will be no additional compensation given by the LESSOR or any department or division thereunder. The LESSEE agrees to waive, release and relinquish any interest, right or claim to additional compensation under federal and state laws, including, but not limited to, the Fair Labor Standards Act.
9. The LESSEE acknowledges the legal title of the LESSOR to the Security Residence and the Cypress Lakes Preserve and agrees never to deny such title or to claim title in his name.
10. The parties acknowledge that the LESSOR is a governmental entity, that the Security Residence and the Cypress Lakes Preserve constitute public property, and that Florida law prohibits liens against public property. The LESSEE shall not incur any mechanic's liens or other liens for labor or materials furnished to the Security Residence under any circumstances. The filing of a mechanic's lien for labor or materials upon the Security Residence shall automatically terminate this Agreement and entitle the LESSOR to repayment for any damages, costs and expenses incurred by the LESSOR to satisfy, release or discharge said lien.
11. The LESSOR reserves the right and authority to approve or reject any proposed change or extension to this Agreement.
12. Any dispute, claim, action or litigation relating to or resulting from this Agreement shall be brought solely in a court of competent jurisdiction in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This Agreement

shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute, claim, action, litigation or appeal relating to this Agreement, each party shall be solely responsible for its own attorney's fees and costs at trial and on appeal. The parties hereby waive and release their right to trial by jury in any claim, action or proceeding arising out of or in any way connected with this Agreement.

13. Forbearance or failure of enforcement of any term of this Agreement by either party hereto shall not be construed as a waiver, relinquishment or limitation of that party's right to enforcement at any subsequent time. Breach of any provision of this Agreement at any time shall be considered a material breach of contract.
14. If any of the provisions of this Agreement should in whole or in part be held invalid or illegal in a final judgment by a court of competent jurisdiction, such invalidity or illegality shall not affect the validity or legality of the remainder of this Agreement, the parties hereto intending that such provision be severable.
15. This Agreement shall be approved by the Hernando County Board of County Commissioners. Following approval of this Agreement, the County Administrator or his expressed designee(s) shall be the LESSOR's designated agent for all purposes under this Agreement.
16. This Agreement shall NOT be recorded in the public records.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below.

LESSOR:
HERNANDO COUNTY, FLORIDA

By: Heidi Kueppe, Deputy Clerk
for Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By: [Signature]
Steve Champion, Chairman
Board of County Commissioners

Date: 6-28-2022

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Maurice S. Sikora
County Attorney's Office



WITNESSES:

Signature: [Signature]

Print Name: Lillian J. Rivera

Signature: [Signature]

Print Name: ROB TALMAGE

LESSEE:

[Signature]

Jason Reiff

Date: 6.21.2022