

LEASE AGREEMENT
CITY OF BROOKSVILLE AND HERNANDO COUNTY

THIS LEASE AGREEMENT ("Agreement" or "Lease") is entered into this 10th day of September, 2024, by and between the CITY OF BROOKSVILLE, a Florida Municipal Corporation whose address is 201 North Howell Avenue, Brooksville, Florida 34601 (the "Lessor") and HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the "Lessee") (hereinafter collectively referred to as the "Parties") and the Parties state:

1. **Leased Space.** This Lease is for real property located in Hernando County, Florida. Lessor agrees to lease to Lessee certain space located at 205 East Fort Dade Avenue, Brooksville, Florida (Property Appraiser Key #00420459) for use by the Hernando County Tourism Bureau as depicted in the sketch attached hereto as **Exhibit "A"** (hereinafter referred to as the "Leased Space").

2. **First Floor Storage Space.**

A. Closet.

1. The Lessee is permitted to use the double-door closet located in the main area of the building for storage purposes unless equivalent storage space is provided as an alternative option in a climate-controlled storage space.

2. Lessee agrees to keep the closet clean, organized, and free of hazardous materials. Lessee shall not store any perishable, flammable, or illegal items in the closet.

3. Lessee must ensure that the contents of the closet do not obstruct access to other areas or pose a safety hazard.

4. Lessee is responsible for any damage caused to the closet during their period of use and shall report any issues or necessary repairs to the Lessor immediately.

5. Lessor reserves the right to revoke the Lessee's use of the closet at any time with thirty (30) days' written notice. Upon termination of use, the Lessee must remove all belongings and restore the closet to its original condition.

6. The Lessor retains the right to inspect the contents of the closet periodically to ensure compliance with the terms of this clause. Inspections will be conducted with reasonable notice to the Lessee.

7. This clause ensures clear guidelines for the Lessee's use of the double-door closet and outlines the responsibilities and conditions associate with its use.

3. **Shared Space.**

A. Kitchen.

1. Lessee shall have equal access to the shared kitchen space.

2. Lessee is responsible for cleaning up after themselves immediately following use.

3. Common areas, including, but not limited to, countertops, appliances, and sinks must be left in clean and orderly condition.

4. Lessee will be allocated specific storage areas for their personal kitchen items and food.

5. All appliances in the shared kitchen must be used in accordance with the manufacturer's instructions.

6. Lessee must immediately report any damage or malfunction of appliances to the Lessor.

7. Any damage caused by Lessee to the shared kitchen space, or its appliances will be the financial responsibility of Lessee.

8. Lessees must promptly report any required repairs to the Lessor.

9. Any hazardous conditions or health concerns must immediately be reported to the Lessor.

10. These provisions are to help ensure that the shared kitchen space is used fairly, responsibly, and respectfully by all.

B. Common Room.

1. The common meeting room is available for Lessees and must be reserved in advance with the Lessor. Reservations should include the date, time and purpose of use.

2. The common room is intended for activities such as meetings social gatherings, and recreational use. Lessees must adhere to the maximum occupancy limits as determined by local safety regulations.

3. Use of the common room should not interfere with the peaceful enjoyment of other tenants.

4. Lessees are responsible for cleaning up the common room after any reserved event or use and must leave the room in the same condition as they found it.

5. Lessees are responsible for any damage caused to the common room or its furnishings during their reserved time.

6. The Lessor is not liable for any personal items left in the common room.

7. Access to and through the common room, to access shared spaces is allowed to all Lessees, however, Lessees will respect usage of common meeting room events being held by other Lessees or Lessors.

8. Per the Fair Labor Standards Act (FLSA) protections for nursing employees, as extended by the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act), which was signed into law on December 29, 2022 (P.L. 117-328): The Lessor agrees to allocate an 8 x 8 designated area located within the Common Room as depicted on Exhibit B, to serve as a nursing station. This area shall be equipped with the necessary facilities to accommodate nursing needs. The nursing station shall be available for a period of one year from the commencement date of this lease. Should the Lessee require an extension of this provision, they may request and extension in writing, and the Lessor will consider such requests in good faith.

9. Illegal activities and the use of hazardous materials are strictly prohibited in the common room.

10. The Lessor reserves the right to terminate a Lessee's use of the common meeting room privileges for violation of these guidelines or lease terms. Lessees will be given notice of any such termination and the reasons for it.

11. These provisions ensure the common meeting room is used fairly, responsibly, and respectfully by all Lessees while addressing scheduling, maintenance, and security concerns.

C. Adjacent Storage Building.

1. Lessees may, as space is permitted, utilize available space in the adjacent storage building located on the premises. Storage space in the adjacent storage building will be allocated based on availability and at the discretion of the Lessor.

2. Lessees are responsible for securing their individual storage areas and must not share access with unauthorized entities.

3. Lessees are responsible for maintaining cleanliness within their designated storage space.

4. The Lessor reserves the right to inspect storage areas periodically to ensure compliance with lease terms.

5. The Lessor is not liable for any loss, damage, or theft of items stored in the storage building.

6. The storage of perishable goods, flammable materials, or any other hazardous items is strictly prohibited.

7. Lessees must comply with all local laws and regulations regarding storage of items.

8. The Lessor reserves the right to terminate a Lessee's use of the storage space with sixty (60) days' written notice. Upon termination of use, Lessees must remove all belongings from the storage space by the specified date.

9. Lessees are responsible for any damage caused to the storage building or their designated storage area if it is determined that the damage was caused by the lessee's items.

10. Common areas within the storage building must be kept clear and accessible at all times.

11. Lessees must not interfere with the storage areas of other Lessees.

4. **Term.** This Lease shall have a term of six (6) years, beginning on the 10th day of September, 2024 and ending on September 10, 2030, unless sooner terminated or extended as hereinafter provided.

5. **Rent Payments.** During the term of this Lease, Lessee shall pay rent of \$1.00 per month, due on the first day of each month. Monthly rent payments shall be made payable to the City of Brooksville and shall be mailed or delivered to 201 Howell Avenue, Brooksville, FL 34601-2041, or to such other place as Lessor may designate in writing.

6. **Agreement Termination.** This Lease shall terminate on September 10, 2030, at midnight, unless sooner terminated or extended as hereinafter provided.

a. **Early Termination.** Early termination by either party may occur if Lessor or Lessee provides ninety days written notice as specified in Paragraph 15 below; with occupancy through those ninety days and rental payments through the ninety days.

b. **Renewal.** This lease may be renewed via notice by either party and written acceptance of a modified renewal term by both parties. Request for renewal by Lessee shall be provided to Lessor no less than thirty days prior to the expiration of the Lease.

7. **Utilities.** All charges for utilities and outside maintenance connected with the premises shall be paid by the Lessor; however, Lessee shall pay to Lessor a flat rate of \$300.00 a month, on the first day of each month, beginning on (date) September 10, 2024 for electricity, water, sewer, and trash pickup. 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.

8. **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.

9. **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.

10. **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 Paragraph 7 herein above.

11. **Hold Harmless/Indemnification; Insurance.** To the fullest extent permitted by Florida Law, Lessee shall indemnify and hold harmless the Lessor, the City of Brooksville, its City Council, officials, officers, agents, attorneys, 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 City of Brooksville as additional insured. A Certificate of Insurance evidencing such coverages and listing the City of Brooksville as an additional insured shall be provided to the City no later than 72 hours or three business days (whichever is sooner) after signing this agreement: Charlene Kuhn, City Manager, City of Brooksville, 201 Howell Ave., Brooksville, FL 34601.

12. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification by the Parties specified in the Agreement shall not be construed as a waiver of either Party's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the Parties to be sued by any third-party for any cause or matter arising out of or related to this Agreement.

13. **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.)

14. **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.

15. **Construction.** The words Lessor and Lessor 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.

16. **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 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:

- a. To Lessor: Charlene Kuhn, City Manager, City of Brooksville, 201 Howell Ave., Brooksville, FL 34601
- b. To Lessee: Hernando County, c/o County Administrator, 15470 Flight Path Drive, Brooksville, FL 34604

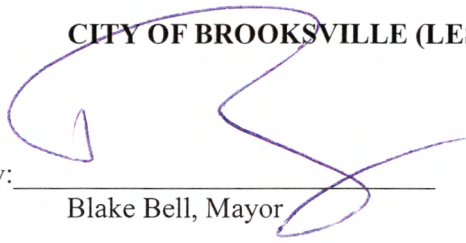
THIS LEASE AGREEMENT is effective (date) _____, or upon signature of the last party executing the document, if after (date) 9/16/24. The terms and conditions will remain the same and are not dependent upon the effective date.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as dated above.

CITY OF BROOKSVILLE (LESSOR)

Approved by City Council
Date 9/16/24

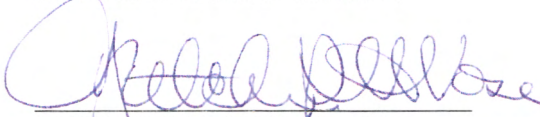
By: 
Blake Bell, Mayor

ATTEST:


JENNIFER BATTISTA
City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

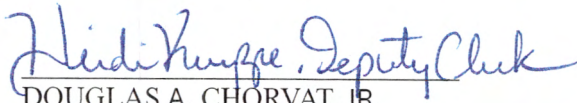

GRETCHEN R.H. VOSE, ESQ.
City Attorney

BOARD OF COUNTY COMMISSIONERS,
HERNANDO COUNTY, FLORIDA
(LESSEE)

9-10-2024
Date

By: 
ELIZABETH NARVERUD, CHAIRMAN

ATTEST:


DOUGLAS A. CHORVAT, JR.
CLERK OF CIRCUIT COURT



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


COUNTY ATTORNEY'S OFFICE

Exhibit "B"

Key 420459
250 E. Ft. Dade Avenue
Brooksville, FL 34601
First Floor

