

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into and effective on this _____ day of _____, 2026 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 BOYS AND GIRLS CLUBS OF GREATER TAMPA BAY., a Florida Not for Profit Corporation, whose address is 1307 N. MacDill Avenue, Tampa, FL 33607, (hereinafter referred to as "Lessee"). In consideration of the exchange of the mutual promises set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. Lease of Premises.

- 1.1. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term and conditions hereinafter set forth, those certain premises, being a 2,842 square foot building situated at 899 Kennedy Blvd., Brooksville, FL 34601, located on Hernando County Parcel Key 357143, including associated improvements as further detailed herein. Additionally, the Lessee is granted the right to utilize all adjacent parking areas, driveways, sidewalks, roads, alleys and means of ingress and egress insofar as Lessor has the power to lease or license the use thereof.
- 1.2. The primary Lessee, The BOYS AND GIRL'S CLUBS OF GREATER TAMPA BAY, INC., shall have priority over all parties in scheduling the usage of the facility. However, The Lessee is committed to collaborating with local community and nonprofit groups to facilitate their utilization of the premises, provided that the Lessee has no conflicting events scheduled. This prioritization ensures that local community and non-profit groups are afforded preference in utilizing the facilities, fostering community partnerships and engagement.

2. Term.

- 2.1. The term of this Lease is five (5) years, commencing on _____ 2026 ("Commencement Date"), and ending at 5:00 pm on _____, 2031 ("Expiration Date").
- 2.2. So long as Lessee is not in default under this Lease, Lessee has the right to request renewal of the term of this Lease for two (2) additional terms of five (5) years each. Lessee must request each renewal option by written notice of such renewal request to Lessor at least 90 days prior to the expiration of the initial term of this Lease (as to the first renewal) or any then-current renewal term (as to any subsequent renewal). All terms and conditions that govern the initial term shall govern any renewal term, except as expressly set forth herein.

3. **Rent.**

3.1. Lessee shall pay annual rent in the amount of _____ per year, receipt of which is hereby acknowledged by Lessor.

4. **Additional Payments and Lessee Obligations.**

4.1. Additional Rent Payments. In addition to the rent under paragraph 3, all other payments that Lessee is obligated to make under this Lease are considered additional rent, regardless of whether the payments are so designated. (The foregoing shall apply solely to remedies available to Lessor for failure to pay such additional rent, and not for sale tax purposes). All additional payments are due and payable at the time Lessor demands payment or at the time the next succeeding rent installment is due, whichever occurs first. Lessor shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly installments of rent. All further references to "rent" shall include both monthly installments of rent and additional rent.

4.2. Sales and Use Taxes. At the time rent payments are made, Lessee agrees to pay to Lessor all sales and use taxes that arise because of payment of rent to Lessor. (Under current law, no sales or use taxes are owed on the rent payments.)

4.3. Utility or Service Charges. The Lessee agrees to pay all charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities attributed to the Premises. Lessor will provide solid waste disposal services via a dumpster located in the parking lot, emptied twice per week.

4.4. Lessee's Taxes. Lessee covenants and agrees to pay promptly when due all taxes assessed against all fixtures, furnishings, equipment, and stock-in-trade placed in or on the Premises during the term of this Lease.

5. **Lessor's Services, Utilities and Taxes.**

5.1. Lessee shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, and water service for the Premises. Lessee shall not use any electrical equipment that in Lessor's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by Lessor. Lessee shall use reasonable energy conservation measures to avoid excessive use of utilities.

5.2. Lessee acknowledges and agrees that they are solely responsible for procuring and maintaining internet services for the leased premises. The Lessee shall ensure that the selected internet service provider meets their specific needs, and any costs associated with internet installation,

subscription and usage. The Lessor is not liable for any technical issues, such as, but not limited to speed variations, disruptions, outages, inadequacies or security concerns related to the Lessee's chosen internet service.

- 5.3. Lessor shall not be liable for full or partial stoppage or interruption of the above services or utilities unless negligence on the part of Lessor shall be shown, and Lessor shall not be liable for consequential damages in any event.

6. Use of Premises.

- 6.1. Lessee shall have the right to use the Premises for the following and for no other purpose without Lessor's prior written consent, which consent may be withheld by Lessor in its sole discretion:

- 6.1.1. Supervised General Recreation, Summer, and After School Youth Programs

- 6.1.2. To include, but not limited to, a comprehensive range of programs including community events, classes along with access to recreation facilities within Coach Lorenzo Hamilton Sr. Park formerly known as Kennedy Park. These activities will complement the existing youth programs and enhance the park's role as a community hub.

- 6.2. Lessee agrees to promote and program (scheduling) the use of the facility at Coach Lorenzo Hamilton Sr. Park formerly known as Kennedy Park. The Lessee will continue to allow for the public use of the fields/courts but is free to use them to promote their mission. In the event of a dispute over the use of the fields/courts, the Lessor will have the final decision-making authority.

- 6.3. The primary Lessee, The Boys and Girl's Clubs of Greater Tampa Bay, shall have priority over all parties in scheduling the usage of the facility. However, The Lessee is committed to collaborating with local community and nonprofit groups to facilitate their utilization of the premises, provided that the Lessee has no conflicting events scheduled. This prioritization ensures that local community and non-profit groups are afforded preference in utilizing the facilities, fostering community partnerships and engagement.

- 6.4. It is agreed that the first Saturday in February will be designated to recognize and honor Coach Lorenzo Hamilton Sr. On this day, the park facilities will be utilized for this purpose. The Boys and Girl's Clubs of Greater Tampa Bay, Inc., will collaborate with community leaders to organize and conduct activities honoring Coach Lorenzo Hamilton Sr. for his contributions and achievements. The park will also be utilized to honor and remember Martin

Luther King Jr on MLK day. The Lessee will collaborate with community leaders to organize and conduct activities honoring Martin Luther King Jr.

- 6.5. The lessee acknowledges and agrees to uphold all existing agreements currently in effect for the recreation building throughout their respective terms. The current agreement is listed below:

Tae Kwon Do – Instructed by Simeon “Sam” Kinard

- a. Classes are every Monday and Friday from 6:00 pm to 9:00 pm.
- b. Agreement ends September 30, 2026.

- 6.6. All areas not paved or covered by the Improvements shall be grassed and landscaped as approved by Lessor.

- 6.7. Lessee agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of Hernando County, State of Florida, or the United States of America or any department, bureau or agency thereof.

- 6.8. Lessee will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

- 6.9. Lessee shall comply with all present and future written instructions of the Lessor in disposing of its trash and refuse in Lessor provided dumpster.

- 6.10. Lessee shall not do nor permit to be done any act or thing upon the Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease.

- 6.11. Nuisance/Hazardous Substances.

6.11.1. Lessee shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

6.11.2. Lessee shall not cause or commit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees, without first obtaining Lessor's written consent. If Hazardous Substances are used,

stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Lessee. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Lessee shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

6.11.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

7. Signage.

- 7.1. Lessee agrees to prominently display signage advertising the use of the building to include the words "in cooperation with Hernando County" (or similar language agreed to between both parties) and to include the Hernando County logo.
- 7.2. Lessee agrees to prominently include the Hernando County Logo with verbiage agreed to between Lessor and Lessee.

8. Improvements.

8.1. Lessee's Right to Construct Buildings and Other Improvements.

- 8.1.1. Lessor shall have complete architectural control of Improvements proposed by Lessee, and Lessee shall be required to submit plans to Lessor and obtain Lessor's approval prior to construction of any proposed Improvements before construction may begin.
- 8.1.2. Lessor shall cooperate with Lessee to facilitate timely execution of required documents, permits, legal descriptions, permit approvals or other matters requiring Lessor's consent.

8.2. Lessee's Delivery of Possession After Termination or Expiration.

- 8.2.1. On the expiration or early termination of this Lease (the "Expiration Date"), Lessee shall promptly quit and surrender the Premises and Improvements and deliver to Lessor actual possession and ownership of the Premises and Improvements in good order, condition, and repair.
- 8.2.2. Lessee shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of this removal. Any trade fixtures, equipment, or articles of personal property of Lessee that remain at or on the Premises after the Expiration Date shall be deemed to have been abandoned by Lessee and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

9. **Condition of Premises.**

9.1. Lessee's Acceptance and Maintenance of Premises. UPON LESSEE'S OCCUPANCY OF THE PREMISES, LESSEE WILL BE DEEMED TO HAVE ACCEPTED THE PREMISES IN THE CONDITION THEY ARE IN ON THAT DATE "AS IS" AND WITH NO ADDITIONAL WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. Subject to Lessor's obligations set forth in this Lease, Lessee agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reasonable wear and tear arising from the use specified in this Lease.

9.2. Obligations to Repair.

9.2.1. Lessee shall, at its own expense and risk, maintain the Premises and all Improvements in good repair and condition at all times, including, without limitation, the interior and exterior of the Premises and Improvements. Lessee shall keep the Premises and Improvements in a clean, sanitary, and safe condition at all times. The plumbing and other facilities shall not be used for any other purposes than that, for which they were constructed, and no foreign substances of any kind shall be deposited in the plumbing or other facilities, and the expense of any breakage, stoppage or damage resulting from the violation of this provision by Lessee shall be borne by the Lessee. In

the event Lessor incurs any expense for repairs or maintenance that are the duty of Lessee to perform, Lessor may demand repayment of same from Lessee, and Lessee shall make payment within ten days after the demand as additional rent.

9.2.2. Lessor will be responsible for capital improvements of the facilities.

9.2.3. Lessor will pay for the siding to be repaired/replaced on the Recreation Building along with repairing/replacing the ceiling tiles and ceiling grid, post re-roof. Estimated time for work to be completed: end of 2026.

9.2.4. Lessor shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Premises or Improvements.

9.2.5. Lessee shall replace all electric light bulbs and tubes in the electrical fixtures in the Premises or Improvements as shall be necessary.

9.2.6. The Lessee and Lessor agree on the attached matrix of financial responsibilities (Exhibit "A")

9.2.7. If Lessee fails to perform its obligations to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from Lessor of the need for such repair or maintenance (or immediately if the failure to perform repairs or maintenance endangers the safety of persons or property), Lessor may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Lessee shall, within ten (10) days of Lessor's demand, reimburse Lessor for the reasonable expense of the repair or maintenance.

9.3. Damage to Premises. On the Lessor's demand, the Lessee shall pay for the repair of all damage to the Premises, the Improvements or any portion thereof that are caused by the act or neglect of the Lessee, its invitees, or any persons in the Lessee's employ or control. Except for the negligence of Lessor or Lessor's employees, agents or contractors, Lessor shall not be responsible for any damage to property of Lessee or of others located in or about the Premises nor for the loss of or damage to any property of Lessee or of others by theft or misappropriation or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. Lessor shall not be

liable for any such damage caused by occupants of adjacent property, occupants of the Improvements, or the public.

- 9.4. Condition at End of Term. At the earlier of the expiration of the Lease term or the termination of this Lease, the Lessee will quit the Premises and will surrender them to the Lessor. The Lessee will remove all personal and other property that belongs to the Lessee under this Lease and will repair all damages to the Premises or Improvements caused by that removal.

10. **Entry and Inspection of Premises.**

- 10.1. The Lessor is entitled to enter the Premises during all reasonable hours for the following reasons:

10.1.1. To provide services, fulfill other obligations or exercise rights hereunder.

10.1.2. To examine the Premises.

10.1.3. To make all repairs, additions, or alterations that the Lessor or agent deems necessary for safety, comfort, or preservation of the Premises or of the building.

10.1.4. To display: a "For Sale" sign on the Premises at any time; and any time within three (3) months prior to the expiration of the term of this Lease, a "For Rent" and/or "For Lease" sign(s), and all of such signs shall be placed upon such part of the Premises, as Lessor shall require. Subject to approval by Lessee as to time and date, such approval not to be unreasonably withheld by Lessee, Lessor or Lessor's designated agent may show the Premises to prospective purchasers or Lessees.

10.1.5. To remove signs, fixtures, alterations, or additions that do not conform to this Lease.

- 10.2. Lessor shall at all times have and retain a key with which to unlock all doors in and on the Premises, excluding Lessee's vaults, safes and file cabinets.

- 10.3. Lessor shall have the right to use any means that Lessor may deem proper to open doors in an emergency to obtain entry to the Premises. Lessee waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from Lessor's entry onto the Premises in an emergency.

- 10.4. Any entry to the Premises obtained by Lessor for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or

deemed a forcible or unlawful entry onto the Premises, or an eviction of Lessee from the Premises or any part of the Premises.

- 10.5. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property as directed by Lessor or such utility company in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property, after direction from the Lessor or such utility company to do so, the Lessor or the utility company may move it and Lessee hereby agrees to pay the cost of such moving upon demand. The exercising of this right of the Lessor shall not be construed to be an eviction of Lessee, nor be made the grounds for any abatement of rental.

11. Insurance, Indemnity.

- 11.1. Commercial General Liability Insurance. Commercial general liability coverage with limits of liability of not less than \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each. Name Hernando County as additional insured. Include Waiver of Subrogation. Exclusion cannot be deleted but is not applicable to premises leased to or occupied by the Lessee but only for a limit of \$1,000,000.
- 11.2. Workers Compensation and Employer's Liability Insurance. Workers' compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ices) must include Employer's Liability with minimum limits of \$1,000,000 each accident. Include Waiver of Subrogation.
- 11.3. Business Automobile Liability Insurance. Business automobile liability insurance with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.
- 11.4. Fire Legal Liability. Fire legal liability with a minimum limit of \$200,000. Tenant's liability for damages by fire to the rented premises the tenant occupies.
- 11.5. Abuse/Molestation Insurance. Abuse/Molestation insurance in an amount of not less than \$1,000,000 per Occurrence, single limit.
- 11.6. Assault and Battery Insurance. Assault and Battery insurance in an amount of not less than \$250,000 per Occurrence, single limit

11.7. Proof of adequate property content insurance

11.8. Indemnification. Lessee agrees to indemnify, defend (with counsel reasonably approved by Hernando County) and hold harmless Hernando County and its elected officials, employees, agents and volunteers from any and all claims, actions, losses, damages, or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Hernando County on account of any claim except where such indemnification is prohibited by law. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify or defend Hernando County from any claims, actions, losses, damages, or liability arising out of the negligence of Hernando County or its elected officials, employees, agents, and volunteers.

11.9. Disclaimer of Liability. Lessor shall not be liable for injury or damage occurring to any person or property arising out of this Lease, or as a result of Lessee's possession of the Premises, including, without limitation, harm or personal injury to Lessee or third persons during Lessee's possession of the Premises or the term of this Lease.

11.10. Safety/Environmental.

11.10.1. Lessee is responsible at all times for precautions to achieve the protection of all persons including employees, and property.

11.10.2. Lessee shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. NFPA, EPA, DEP, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous material spills, accidents, injuries or claims or potential claims shall be immediately reported promptly to Lessor's Risk Management Department (by phoning 352- 540-6289 or 352-754-4000).

12. **Assignments and Sublets.**

12.1. The Lessee may not assign this Lease, nor license or grant any concession for the use of the Premises, to another person without obtaining the Lessor's prior written consent. The Lessor may withhold such consent in the exercise of its sole discretion.

13. **Default by Lessee.**

13.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Lessor shall have any and all rights and remedies hereinafter set forth:

13.1.1. If Lessee violates any other term, condition or covenant herein on

the part of Lessee to be performed and such failure continues for fifteen (15) days after Lessor provides Lessee with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Lessee will have such additional time as maybe required so long as Lessee diligently pursues the remedy. Notwithstanding the foregoing:

- a. If Lessee has previously defaulted under a term, condition or covenant of this Lease and is provided with notice of and an opportunity to clear such breach, any subsequent breach of the same term, condition, or covenant shall constitute a breach of this Agreement without further notice or opportunity to cure; and
- b. The failure to provide insurance shall constitute an immediate default hereunder without the necessity of notice or an opportunity to cure.

13.1.2. In the event that the lessee discontinues program operations, both parties agree that a reasonable period for lease termination shall be sixty (60) days, providing ample time for resolutions and transition. In the absence of a resolution within the stipulated timeframe, it is understood that the lease shall be subject to termination.

13.1.3. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against the Lessee and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Lessee is adjudged as bankrupt; or

13.1.4. In the event an assignment for the benefit of creditors is made by Lessee; or in the event of an appointment by any court of a receiver or other court officer of Lessee's property and such receivership is not dismissed within thirty (30) days from such appointment.

13.2. Lessor's Remedies.

13.2.1. If any Event of Default occurs, Lessor shall have the right, at the option of Lessor, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:

- a. Terminate this Lease and thereupon reenter and take possession of the Premises with appropriate legal process.
- b. Declare all remaining rent under the Lease immediately due and owing.

c. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with the appropriate legal process, for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied:

1). First, to the expenses of such reletting and collection including but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid; and

2). Second, toward payment of all sums due or to become due Lessor hereunder; and

3). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Lessor, then, Lessee shall pay Lessor any deficiency monthly, and Lessor may bring an action therefor as such monthly deficiency shall arise.

4). Nothing herein, however, shall be construed to require Lessor to reenter and relet in any event. Lessor shall not, in any event, be required to pay Lessee any surplus of any sums received by Lessor on a reletting of the Premises in excess of the rent provided in this Lease.

d. Remove all or any part of the Lessee's property from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Lessee, and Lessor shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Lessee hereby waives any claim against Lessor for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Lessor, this Lease shall be deemed and considered to grant Lessor a security interest in the previously mentioned items and Lessor shall have all the rights of a secured party under the Uniform Commercial Code.

13.2.2. No reentry or taking possession of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

- 13.3. Lessor May Cure Lessee's Defaults. If Lessee shall default in the performing of any covenant or condition of this Lease, Lessor may, at its sole discretion, perform the same for the account of Lessee and Lessee shall reimburse Lessor for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Lessor nor waives any right of Lessor otherwise provided in this Lease.
14. **Default by Lessor.**
- 14.1. Lessor's Default. Lessor will be deemed in default of this Lease if Lessor fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty days after Lessee provides Lessor with written notice of such failure. If the default is one that cannot be cured within thirty days, Lessor will have such additional time as may be required so long as Lessor diligently pursues the remedy.
- 14.2. Remedies upon Lessor's Default. If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder or elect to terminate this Lease. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default to the satisfaction of Lessee.
15. **Quiet Enjoyment.**
- 15.1. The Lessor covenants that so long as the Lessee pays the rent and additional rent and performs the covenants under this Lease, the Lessee is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.
16. **Premises Subject to Liens, Encumbrances, and Other Conditions.**
- 16.1. This Lease and the Premises are subject to all present agreements, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises, or that may affect and govern the Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.
17. **Miscellaneous Provisions.**
- 17.1. Recording of Lease. Lessor and Lessee agree that, except as expressly set forth elsewhere herein, neither this Lease nor any notice or memorandum of this Lease shall be recorded in the public records.
- 17.2. Accord and Satisfaction. If the Lessee pays or the Lessor receives any amount that is less than the amount stipulated to be paid under any Lease provision,

that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. The Lessor may accept any check or payment without prejudice to the Lessor's right to recover the balance due or to pursue any other available remedy.

- 17.3. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, 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.
- 17.4. Broker Representation. Each party covenants to and represents to the other that neither party has dealt with any real estate broker, salesperson or agent in this Agreement and each party hereby agrees to indemnify and hold harmless the other from and against any real estate brokers claiming by, through or under them.
- 17.5. Entity Lessee. If Lessee purports to be is a corporation or other entity, the persons executing this Lease on behalf of Lessee hereby covenant, represent and warrant that Lessee is a duly incorporated or formed, or duly qualified (if foreign) corporation or entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to Lessor upon request); and that the person executing this Lease on behalf of Lessee is duly authorized to execute, acknowledge, and deliver this Lease to Lessor.
- 17.6. Enforcement. All of the terms and provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 17.7. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Hernando County, Florida.
- 17.8. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW **OR** IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE

PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

17.9. Notices.

17.9.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the address set forth at the address of a party as set forth regarding its signature line or to such other addresses as any party may designate by notice complying with the terms of this paragraph.

17.9.2. Each such notice shall be deemed delivered:

- a. On the date delivered if by personal delivery; and
- b. On the date of facsimile transmission if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and
- c. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

17.9.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

- 17.10. Governing Laws. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
- 17.11. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 17.12. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 17.13. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 17.14. Severability Clause. Provisions contained in this agreement that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 17.15. Waiver.
- 17.15.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 17.15.2. No payment by Lessee or receipt by Lessor or its agents of a lesser amount than the rent and other charges stipulated in this Lease shall be

deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor or its agents may accept such check or payment without prejudice to Lessor's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable Law.

- 17.16. Entire Understanding. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

INTENTIONAL PAGE BREAK- SIGNATURES
FOLLOW

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LESSOR
Hernando County, a political subdivision of
the State of Florida

Witness

Chairman/Vice Chairman

Print Witness Name

Address for Notices:
Hernando County
15470 Flight Path Drive
Brooksville, FL 34604

Witness

Print Witness Name

LESSEE
Boys and Girls Clubs of Greater Tampa
Bay, Inc.

Witness

Print Witness Name

Freddy Williams
Printed Name

Chief Executive Officer
Title

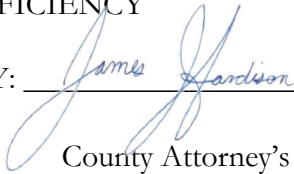
Witness

Print Witness Name

Address for notices:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____



County Attorney's Office