

**VOLUNTEER FIRE DEPARTMENT
LEASE AGREEMENT**

This Lease Agreement is made this _____ day of _____, 2007, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, ("LANDLORD"), and the Miccosukee Volunteer Fire Department ("TENANT").

NOW THEREFORE, In consideration of the rent to be paid, the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which being acknowledged, LANDLORD hereby leases unto TENANT, and TENANT hereby leases from LANDLORD the following real property and improvements thereon located at 4245 Heatherwood Drive, Tallahassee, Florida (hereafter referred to as "Leased Premises.").

1. **TERM:** This Lease Agreement shall commence on October 1, 2007, and terminate on September 30, 2008. This Lease Agreement shall automatically renew on an annual basis for additional one (1) year terms unless written notice of an intent not to renew is given not less than ninety (90) days prior to the expiration of the initial or then current term. The initial term, or subsequent terms shall be renewed or extended in accordance with the same terms and conditions as this Lease Agreement, unless agreed to in writing executed by both parties.

2. **LEASE AGREEMENT RENTAL AMOUNT:** For the term hereof, TENANT shall pay LANDLORD for rental of the Leased Premises, a total of \$1.00 per annum.

3. **PAYMENT OF RENT:** Unless otherwise specified in writing by LANDLORD to TENANT, TENANT shall pay all rentals required hereunder to LANDLORD, without set-off, abatement, or reduction, not later than the 1st business day commencing October 1, 2007, at the following address:

Attn: Division Director
Leon County Division of Facilities Management
1907 South Monroe Street
Tallahassee, Florida 32301

4. **TITLE AND OWNERSHIP:** LANDLORD covenants that LANDLORD has good title to the Leased Premises and has the right and authority to execute this Lease Agreement for the term and upon the conditions herein contained.

5. **QUIET ENJOYMENT:** LANDLORD covenants that TENANT, on the performance of the terms and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

6. **ALTERATIONS TO PREMISES:** TENANT shall have no right to make any alterations to the Leased Premises without the prior written consent of LANDLORD, which consent shall be in LANDLORD's sole discretion.

7. **USE OF THE PREMISES:** TENANT accepts Leased Premises in an "as is" condition. The Leased Premises shall be used for the lawful business activities of the TENANT. TENANT shall not use the Leased Premises for any purposes contrary to any law or ordinance duly constituted, nor shall TENANT's use of said Leased Premises constitute a nuisance. TENANT shall not use the Leased Premises in any manner which would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium. TENANT shall not use the curtilage of the Leased Premises for storage of equipment or materials of any kind.

8. **UTILITIES AND MAINTENANCE:** TENANT shall pay all utilities, janitorial services, interior maintenance, including but not limited to plumbing, electrical, mechanical and incidental repairs together with maintenance and repair of the heating and air conditioning equipment in the Leased Premises. LANDLORD shall maintain the integrity of the exterior of the existing building in an "as is" condition and shall be responsible for any repairs to the roof and/or foundation and outside walls of the building, subject to the availability of funds.

9. **LIABILITY INSURANCE:** Minimum Limits of Insurance:
TENANT shall maintain limits not less than:
a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
c. General Liability and Automobile Liability Coverage's (County is to be named as Additional Insured).

10. **BANKRUPTCY:** In the event of bankruptcy, insolvency or assignment of assets for benefit of creditors by either party hereto, the other party shall have the right to terminate this Lease Agreement.

11. **INDEMNITY:** TENANT shall hold harmless and indemnify LANDLORD from and against any and all claims, actions, damages, liability, and expense, including a reasonable attorney's fee and costs, in connection with the occupancy and the use of the Leased Premises by TENANT, TENANT's agents, employees or any sub-tenants.

12. **ASSIGNMENT:** TENANT may not assign this Lease Agreement or sublease all or any part of the Leased Premises, nor may the Lease Agreement be assigned or the Leased Premises subleased by operation of law. LANDLORD may assign the Leased Premises and may transfer ownership of the Leased Premises.

13. **DEFAULT:** If TENANT shall fail to perform any of the promises or covenants on TENANT's part required to be performed under this Lease Agreement, or TENANT shall fail to pay the rent, or shall abandon the Leased Premises prior to the expiration of the term, TENANT shall be considered to be in Default and such Default shall continue for a period of ten (10) days after written notice, LANDLORD may, at LANDLORD's option, terminate this Lease Agreement. In the event of such Default on the part of TENANT, LANDLORD shall be entitled to recover from TENANT all damages suffered thereby, including a reasonable attorney's fee and costs, incurred by LANDLORD for enforcing LANDLORD's rights hereunder.

14. **PROPERTY OF TENANT:** TENANT agrees that all furnishings, trade fixtures, and other property of the TENANT located on the Leased Premises shall be so located at the sole risk of the TENANT and LANDLORD shall not, in any manner whatsoever, be liable for any damage to any such property of TENANT.

15. **RIGHT OF ENTRY:** LANDLORD shall have the right to enter the Leased Premises at all reasonable hours to inspect the Leased Premises as LANDLORD may deem necessary, or to exhibit the same to prospective purchasers, lenders, or contractors. Further, LANDLORD shall have the right to enter the Leased Premises to complete repair to the existing improvements or modifications thereto.

16. **CONDEMNATION:** If at any time during the term of this Lease Agreement, the Leased Premises or any such part is taken for any public or quasi-public use under statute or right of eminent domain by Leon County, TENANT hereby waives any and all claims against Leon County as a condemning authority for any actual provable damages caused by such condemnation proceedings. If parking provided under the Lease Agreement is taken by an action of Leon County, Leon County will provide similar parking arrangements on or adjacent to the Leased Premises for use by TENANT. Other than a condemnation proceeding by LEON COUNTY, TENANT and LANDLORD shall be free to make a claim against the condemning authority for the amount of the actual provable damage done to each of them in such proceedings.

17. **TAXES:** LANDLORD shall pay all real estate ad valorem taxes and assessments, if any, assessed against the Leased Premises.

18. **SALE OR TRANSFER OF LANDLORD'S INTEREST:** In the event of the sale, assignment, or transfer by LANDLORD of LANDLORD's interest in the Leased Premises, LANDLORD shall thereupon be released or discharged from all covenants and obligations of the LANDLORD, and TENANT agrees to look solely to such successor in interest of LANDLORD for performance of such obligations.

19. **HOLDING OVER:** In the event TENANT remains in possession of the Leased Premises after the expiration of this Lease Agreement and without the execution of a new Lease Agreement, it shall be deemed to be occupying said Leased Premises as a TENANT At Will and obligated to pay a rental fee of \$500.00 which rental fee shall be payable monthly, and otherwise subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same are applicable to a month-to-month tenancy. In no event shall there be any renewal of this Lease Agreement by operation of law.

20. **NOTICES:** Whenever notice shall or may be given to either of the parties by the other, each such notice shall be in writing and be by registered or certified mail addressed to the party at the address set forth on the signature page hereof, unless changed in the manner hereinafter provided.

The foregoing addresses may be changed by notice given in like manner. Any such notice shall be deemed to have been given at the time it is placed in the mail with proper postage affixed.

21. **NON-WAIVER PROVISION:** The failure of either party hereto to insist upon a strict performance of any of the terms or conditions herein contained shall not be deemed to be a waiver of any rights or remedies that either party shall have and shall not be deemed to be a waiver of any subsequent breach or default under the terms hereof.

22. **SURRENDER OF PREMISES AND EQUIPMENT:** TENANT shall surrender to LANDLORD the Leased Premises at the expiration of the term hereof, or any extension thereof, or upon termination by virtue of TENANT's default.

23. **ABANDONMENT OF PREMISES:** If, for any reason, the TENANT abandons the Leased Premises, LANDLORD, at LANDLORD'S sole option, shall have the right to terminate this Lease Agreement, in which event, neither party shall be obligated to the other for matters thereafter occurring, or, in the alternative, LANDLORD may elect to keep this Lease Agreement in full force and effect, in which latter event, LANDLORD and TENANT shall continue to be bound and obligated to the other pursuant to the terms hereof.

24. **SUCCESSORS AND ASSIGNS AND INCLUSIVENESS OF TERMS:** The covenants, conditions, and promises contained in this Lease Agreement shall bind and inure to the benefit of LANDLORD and TENANT and their respective legal representatives, successors and, except as otherwise provided in this Lease Agreement, their assigns. Whenever LANDLORD and TENANT are herein referred to, such reference shall be construed as applying to their respective successors in interest and assigns and, where the context requires or permits, to their agents, employees, invitees, and similar representatives.

25. **LIENS:** All persons are put upon notice of the fact that TENANT does not, and will in no event under any circumstances, have the power to subject the interest of LANDLORD in the Leased Premises to any mechanic's or materialmen's liens or lien of any kind. TENANT further agrees, upon request of LANDLORD to furnish LANDLORD with a list of all persons or entities furnishing labor or material to said Leased Premises so that LANDLORD may advise such persons or entities of the aforesaid provisions.

TENANT covenants and agrees with the LANDLORD that TENANT will not permit or suffer to be filed or claimed against the interest of the LANDLORD in the Leased Premises during the continuance of this Lease Agreement any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of TENANT with ten (10) days after written notice from LANDLORD to cause the Leased Premises to be released from such claim, either by payment or by the posting of bond or by the payment into the court registry of the amount necessary to relieve and release the Leased Premises from such claim. Any lien placed by TENANT on the Leased Premises shall be subject to and subordinate to LANDLORD's interest in the Leased Premises.

26. **PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, signatory for TENANT hereby certifies that to the best of his/her knowledge and belief neither TENANT nor its affiliates has been convicted of a public entity crime. Violation of this section by TENANT shall be grounds for termination of this Lease Agreement by LANDLORD.

27. **RADON GAS:** Radon gas 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 testing may be obtained from your county public health unit.

28. **TERMINATION BY LANDLORD:** LANDLORD may terminate this Lease Agreement without cause upon not less than ninety (90) days written notice; or upon ten (10) days notice with cause, and TENANTS shall vacate Leased Premises in accordance with such Notice of Termination.

29. **CAPTIONS:** The captions in the Lease Agreement are for convenience only, are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this LEASE.

30. **ENTIRE AGREEMENT:** This Lease Agreement contains all the promises between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto, or their successors in interest.

31. **CHOICE OF LAW:** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, LANDLORD and TENANT have fully executed this LEASE as of the day and year first written above.

LANDLORD:
LEON COUNTY, FLORIDA

Attest: Bob Inzer, Clerk of the Court
Leon County, Florida

by: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

by: _____

Approved as to Form:
Leon County Attorney's Office

by: _____
Herbert W. A. Thiele, Esq.
County Attorney

TENANT:

by: _____
_____, Chief
_____, Volunteer
Fire Department

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ___ day of _____, 2007,
by _____ who is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Name Printed

Commission Expires: