

LEASE AGREEMENT

This lease agreement made this ____ day of _____, 2010, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (LANDLORD), and the TALLAHASSEE DOWNTOWN IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of Florida (TENANT).

WITNESSETH:

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency all of which are hereby acknowledged by the parties hereto, LANDLORD hereby leases unto TENANT, and TENANT hereby leases from LANDLORD pursuant to Section 125.38 Florida Statutes, and other applicable laws of the State of Florida, the following:

Office and space consisting of 325 gross square feet, more or less, and including side and rear ingress and egress to the front and back entrances and fire exits to comply with local and state codes, at 106 East Jefferson Street, Tallahassee, Leon County, Florida.

The following stipulations, hereby declared to be condition of this LEASE, shall, unless otherwise expressly stated, be applicable at all times throughout the term of this LEASE and any extensions or renewals thereof, and are mutually agreed upon.

1. **TERM:** This LEASE shall commence **July 1, 2010** and terminate on **June 30, 2011**. This lease shall automatically renew for Two (2) additional one (1) year terms unless written notice of a desire not to renew is given not less than ninety (90) days prior to the expiration of the initial and current term. The initial term, or subsequent terms shall be renewed or extended in accordance with the same terms and conditions as the original lease.

LANDLORD and TENANT further acknowledge and agree that either party may terminate this LEASE at its sole discretion, with such termination to be effective no sooner than ninety (90) days after delivery of written notice of termination to the other party in accordance with this LEASE.

2. **RENTAL AND SALES TAX AMOUNT:** For the term hereof, TENANT shall pay LANDLORD for rental of occupied office and space, a total of TEN THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$10,200.00) per annum, to be paid monthly in advance of the first of each month in an amount equal to 1/12 of the per annum amount, or EIGHT HUNDRED FIFTY and 00/100 DOLLARS (\$850.00). Of the per annum amount, \$711.63 shall be designated as the annual 7.5% applicable sales tax rate to be remitted to the Florida Department of Revenue in the amount of \$59.30 per month. The remaining per annum amount of \$9,488.37, or \$790.70 per month; shall be deposited as rental income in the Tourist Trust Fund.

TENANT further acknowledges and agrees that if, at any time during the LEASE term, TENANT requests additional receptionist services from the Leon County Tourism Development Department, including telephone answering and other clerical assignments,

the monthly payment amount will increase to \$1,040.00, or \$12,480.00 annually, of which \$72.56 monthly, or \$870.70 per annum, shall be designated as the annual 7.5% applicable sales tax rate to be remitted to the Florida Department of Revenue.

3. **PAYMENT OF RENT**: Unless otherwise specified in writing by LANDLORD to TENANT, TENANT shall pay all rentals required hereunder to agent, without set-off, abatement, or reduction at the following address:

Leon County Board of County Commissioners
c/o Tourism Development Department (aka Visit Tallahassee)
106 East Jefferson Street
Tallahassee, FL 32301

4. **TITLE AND OWNERSHIP**: LANDLORD covenants that LANDLORD has good title to the premises and has the right and authority to execute this LEASE for the terms and conditions herein contained.

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

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

7. **USE OF SPACE**: The leased office and space shall be used for lawful business activities of the TENANT. TENANT shall not use the space for any purpose contrary to any law or ordinance duly constituted, not shall TENANT'S use of said space constitute nuisance. TENANT shall not use the space in any manner which would adversely affect the terms and conditions of a standard fire insurance policy increase the fire insurance premium. TENANT shall not use the outside premises for storage of equipment or materials of any kind.

8. **UTILITIES AND MAINTENANCE**: LANDLORD 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 building. LANDLORD shall maintain the integrity of the exterior of the building in good condition and shall be responsible for any repairs to the roof and/or foundation and outside walls of the building.

9. **LIABILITY INSURANCE**: With respect to personal injury or property damage occurring in or about the demised premises, TENANT shall carry public liability insurance in at least the amounts of \$300,000.00/\$500,000.00 for personal injury, \$100,000.00 for property damage, and an umbrella coverage of at least \$1,000,000.00, and agrees to have LANDLORD named as an additional insured under said insurance

policy. A certificate of insurance evidencing such insurance coverage shall be furnished LANDLORD. Furthermore, said policy shall provide that it shall not be canceled unless ten (10) days prior written notice be given LANDLORD.

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.

11. **INDEMNITY:** TENANT will save harmless and indemnify LANDLORD from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to the property arising from, out of, or in connection with in any manner, the occupancy of the use of the said premises by TENANT, TENANT's agents, employees or any sub-tenants.

12. **ASSIGNMENT:** TENANT may not assign this LEASE or sub-let all or any part of the premises, nor may the LEASE be assigned or the premises sub-let by operation of law.

13. **DEFAULT:** If TENANT shall fail to perform any of the agreements or covenants on TENANT's part required to be performed under this LEASE, or shall TENANT fail to pay the rent, or shall abandon the leased premises prior to the expiration of the term, and such failure shall continue for a period of ten (10) days after written notice, LANDLORD may, at LANDLORD's option, terminate this LEASE. 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 sum for attorneys' fees incurred by LANDLORD for enforcing LANDLORD's rights hereunder.

14. **PROPERTY OF TENANT:** TENANT agrees that all furnishes, 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 reasonable hours during the day or night to examine the same as LANDLORD may deem necessary, or to exhibit the same to prospective purchasers, lenders, or contractors.

16. **CONDEMNATION:** If at any time during the term of this LEASE, the property or any such part is taken for any public or quasi-public use under statute or right of eminent domain by the COUNTY. TENANT HEREBY waives any and all claims against COUNTY as a condemning authority for any actual provable damages caused by such condemnation proceedings. If parking provided under the leases is taken by an action of COUNTY, COUNTY will provide similar parking arrangements on or adjacent to the leased property for use by TENANT. TENANT shall have the option of terminating this lease in the event of condemnation when possession shall have been

taken by a condemning authority. 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.

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 demised premises, LANDLORD shall thereupon be released or discharged from all covenants and obligations of the LANDLORD except such liabilities and obligations of the LANDLORD as shall have accrued prior to any such sale, assignment, or transfer, 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 demised leased premises after the expiration of this LEASE and without the execution of a new LEASE, it shall be deemed to be occupying said premises as a TENANT at will and obligated to pay a rental of \$500.00 which rental shall be payable daily, and otherwise subject to all the conditions, provisions and obligations of this LEASE insofar as the same are applicable to a month-to-month tenancy, and in no event shall thereby any renewal of this LEASE 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 following addresses, unless changed in the manner hereinafter provided:

LANDLORD:

Leon County Tourism Development Department
Attention: Executive Director
106 East Jefferson Street
Tallahassee, FL 32301

With copies to:

Herbert W. A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street
Tallahassee, FL 32301

TENANT:

Tallahassee Downtown Improvement Authority
Attention: Executive Director
106 East Jefferson Street
Tallahassee, FL 32301

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 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 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 premises, LANDLORD, at LANDLORD'S sole option, shall have the right to terminate this LEASE, 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 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.

25. **SUCCESSORS AND ASSIGNS AND INCLUSIVENESS OF TERMS:** The covenants, conditions, and agreements contained in this LEASE 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, 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 admits, to their agents, employees, invitees, and similar representatives.

26. **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 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 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 demised premises during the continuance of this LEASE 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 premises to be released from such

claim, either by payment or by the posting of bond or by the payment into the court of the amount necessary to relieve and release the premises from such claim. Any lien placed by TENANT on the demised premises shall be subject to and subordinate to LANDLORD's interest in the demised premises.

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

28. **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 testing may be obtained from the county public health unit.

29. **ENTIRE AGREEMENT:** This LEASE contains all the agreements 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.

30. **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 cancellation of this agreement by LEON COUNTY.

31. **SUBJECT TO BUDGET:** The performance of LANDLORD of any if its obligations under this LEASE shall be subject to and contingent upon the availability of funds budgeted by LANDLORD or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

32. **CHOICE OF LAW:** This LEASE 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.

LEON COUNTY, FLORIDA

**TALLAHASSEE DOWNTOWN
IMPROVEMENT AUTHORITY**

BY: _____

BY: _____

Parwez Alam, County Administrator

Print Name: _____

Title: _____

DATE: _____

DATE: _____

Approved as to Form:

BY: _____
Herbert W.A. Thiele, County Attorney

ATTEST:

Bob Inzer, Clerk of Circuit Court

BY: _____
Bob Inzer, Clerk

Witnesses as to Tenant:

Print Name: _____

Print Name: _____