Lease Agreement

Between Leon County, Florida and Friends of the Leon County Public Library, Inc.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2010, between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (the "COUNTY"), and FRIENDS OF THE LEON COUNTY PUBLIC LIBRARY, INC., a non-profit corporation created and existing under the laws of the State of Florida (the "FRIENDS").

WHEREAS, the COUNTY desires to have a retail shop on the premises at the Main Library location of the LeRoy Collins Leon County Public Library System; and

WHEREAS, the FRIENDS desire to operate said retail gift shop (the "Friendshop"); and

WHEREAS, both parties desire to set forth in writing the terms of a lease agreement wherein the COUNTY leases to the FRIENDS space in the Main Library for the express purpose of operating a retail gift shop:

NOW, THEREFORE, the COUNTY, for and in consideration of the sum of $1.00 and other valuable consideration to it in hand paid by the FRIENDS, the receipt and sufficiency of which is hereby acknowledged, hereby enters into this Lease Agreement with the FRIENDS to lease and let unto the FRIENDS the space hereinafter described for the period of time and upon the conditions hereinafter set forth, and the parties hereto agree as follows:

1. **Premises Leased.** The COUNTY leases to the FRIENDS and the FRIENDS lease from the COUNTY Six Hundred Fifty (650) square feet, Level 1, at the Main Library location of the LeRoy Collins Leon County Public Library System, 200 West Park Avenue, Tallahassee, Florida 32301-7720. Such premises shall include built in counters and shelves, which shall remain the property of the COUNTY. From time to time, the

FRIENDS may donate items of furniture or other tangible personal property to the COUNTY for use in the Friendshop. If so, this property shall become the property of the COUNTY subject to the terms of this lease agreement. In addition, the COUNTY shall provide two parking spaces for Friendshop employees and volunteers. These parking spaces shall be located in the Library staff's designated section of the COUNTY's parking facility bordering Martin Luther King, Jr. Blvd. and Bronough Street.

2. **Term of Lease Agreement.** The term of this lease agreement shall be for a period of one year, commencing on October 1, 2010, and ending on September 30, 2011, subject to three (3) renewal periods of one (1) year each upon prior written consent of the parties hereto; provided, however, that such written consent shall be executed by both parties no later than sixty (60) days prior to the expiration of each one-year period.

3. **Personnel.** The FRIENDS shall provide all personnel necessary to operate the Friendshop.

4. **Termination of Lease.** This lease may be terminated as provided below:

   A. In the event the FRIENDS may become bankrupt, or be dissolved, or make an assignment for the benefit of creditors, then, and in such an event, the COUNTY may terminate this Agreement upon ten (10) days prior written notice to the FRIENDS.

   B. The COUNTY acknowledges that the FRIENDS is organized and exists for the purpose of promoting the development of the LeRoy Collins Leon County Public Library System. For this purpose, the FRIENDS intends to create a profit-making business as a continuing source of revenue for the FRIENDS utilizing a subsidiary corporation. Profits received by the FRIENDS are to be used at the discretion of the FRIENDS for the support and enhancement of the LeRoy Collins Leon County Public Library System. The FRIENDS will promote literacy, interest in

the library and general creativity by retailing unique library-oriented, highly marketable items that will support the goal. The merchandise within the Friendshop will be geared primarily toward the patrons of the LeRoy Collins Leon County Public Library System.

If the COUNTY believes that such activities as described in Section 4B, herein, are not being conducted appropriately, it shall give notice of same to the FRIENDS. The FRIENDS shall have thirty (30) days from the date of such notice to cure such defect or the Lease Agreement may be terminated at the sole discretion of the County.

C. Either party may terminate this Lease Agreement by providing the other party ninety (90) days written notice of termination. It is expressly understood that the right to terminate this Lease Agreement is an absolute right, and shall be binding without regard to any plans, contracts or agreements made or entered into by the FRIENDS in reliance upon this Lease Agreement and without regard to any improvements placed on the leased premises by the FRIENDS, time being expressly made the essence of this provision of the Lease Agreement.

5. **Rental.** On October 1 of each calendar year during the term of this Lease Agreement, the FRIENDS shall pay the sum of ONE and 00/100 DOLLARS ($1.00) to the COUNTY as rental for the previously described premises.

6. **Maintenance of Premises.** The FRIENDS, with such assistance as the COUNTY may contribute, shall provide day to day housekeeping for the leased premises. Housekeeping shall include the maintenance of all items of personal property contained with the leased premises and owned by the FRIENDS including chairs, tables, and assorted items of equipment so that such items provide a neat and attractive appearance.

7. **Insurance.**

A. The FRIENDS shall insure any and all inventory on the leased premises against damage by fire, and wind storm, or other casualties.

B. The FRIENDS shall purchase and maintain such renter's liability insurance as will protect it from liabilities and claims arising out of the FRIENDS' use and occupancy of the leased premises. The FRIENDS agree to indemnify, hold harmless, and defend the COUNTY, its officials, officers, and employees from and against all claims, liabilities, damages or suits of any kind or nature arising out of any act or occurrence of omission or commission of the FRIENDS, including but not limited to costs and a reasonable attorney's fee. The COUNTY may, at its option, defend itself or allow the FRIENDS to provide the defense.

C. The FRIENDS shall purchase and maintain such insurance as will protect it from claims under workers compensation laws, disability benefit laws or other similar employee benefit plans, from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the following amounts:

1.) General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate.

2.) Worker's Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

D. The COUNTY must be named as an additional insured with respect to the general liability policy required as a result by this Lease Agreement. Certificates of Insurance acceptable to the COUNTY shall be filed with the COUNTY prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the COUNTY.

E. The COUNTY has obtained liability insurance protection covering patrons of the library and it is the understanding of the parties that customers of the Friendshop are patrons of the library who will be covered by such insurance.

8. **Utilities.** The COUNTY shall pay for all utilities other than telephone.

9. **Assignment and Subletting.** This Lease Agreement shall not be assigned or subleased by the FRIENDS without the express prior written consent of the COUNTY.

10. **Restrictions and Reservations.** Any improvements made to the premises shall only be made with prior written consent of the COUNTY. All employees and volunteers of the Friendshop shall observe library rules, policies, and procedures pertaining to the facility and its operations.

11. **Notices.** Notices provided for in this Lease Agreement shall be delivered to the COUNTY by mail delivery to the Library Director, LeRoy Collins Leon County Public Library System, 200 West Park Avenue, Tallahassee, Florida 32301-7720, and to the Leon County Attorney's Office, 301 South Monroe Street, Tallahassee, Florida 32301, and shall be delivered to the FRIENDS by delivery to its President or its Secretary, 200 West Park Avenue, Tallahassee, Florida 32301-7720.

12. **Lease Binding Upon Parties and Their Successors and Assigns.** This Lease Agreement and each and every term and provision hereof shall be binding upon the parties hereto and their successors in interest and assigns.

13. **Key.** The leased premises shall have a door capable of being locked. Both the FRIENDS and the COUNTY shall have a key to such door.

IN WITNESS WHEREOF, this Lease Agreement has been executed this ___ day of _____, 2010, at Tallahassee, Leon County, Florida.

LEON COUNTY FLORIDA

BY: _____
Parwez Alam
County Administrator

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

BY:_____

Approved as to Form:
Leon County Attorney's Office

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

FRIENDS OF THE LEON COUNTY PUBLIC LIBRARY, INC.

BY: _____

_____
(print name)

Its: _____
(print title)

ATTEST:

BY: _____

_____
(print name)

Its: _____
(print title)