

**LEASE AGREEMENT**

This lease agreement is made and entered into by and between the Housing Authority of the City of Fort Pierce, Florida (hereinafter "Landlord"), and the City of Fort Pierce, Florida, a municipal corporation (hereinafter "Tenant").

WITNESSETH:

1. LEASED PREMISES: The Landlord hereby leases to the Tenant, and the Tenant leases from the Landlord, upon the terms and conditions set forth herein, the premises located at The Williams Center, 3104 Avenue J, Rooms 105-117, Fort Pierce, Florida for the use and operation by Tenant as a police sub-station for the City of Fort Pierce Police Department.

2. TERMS OF LEASE: The term of this lease shall be for ten (10) years beginning on \_\_\_\_\_, 2014 and ending \_\_\_\_\_, subject to the right of either party to terminate this lease as hereinafter set forth. Thereafter, Tenant shall have the option to renew this lease annually by giving thirty (30) days prior written notice to the Landlord.

3. RENT AMOUNT: Tenant agrees to pay to Landlord for the rental of said premises the sum of \$1.00 per year, payable annually. In addition, Tenant shall pay sales tax on all lease payments, if applicable.

4. CONDITION OF PREMISES: Tenant has examined the premises before executing this lease, and its entry into possession of said premises shall constitute its acceptance of the premises as to the same being in good order and condition.

5. LANDLORD'S MAINTENANCE OBLIGATIONS: Landlord at its own cost and expense shall keep and maintain the premises in good repair; however, any repairs or maintenance expenses which are incurred as a result of the misuse of said premises or the willful or negligent act of the Tenant or of its agents, servants, or invitees shall be paid by Tenant.

6. TENANT'S MAINTENANCE OBLIGATIONS: Tenant agrees to keep the premises in a clean and sanitary condition, and agrees to make no alterations or changes to the leased premises without the prior written consent of the Landlord. Tenant shall neither commit nor permit any waste of the premises but shall take good care of the same, and upon termination of this lease shall surrender possession of said premises in as good condition as at the commencement of the lease, normal wear and tear excepted.

7. USE OF PREMISES: The Tenant is to make no unlawful, improper or offensive use of the premises, nor use the premises for any purpose other than use as a police sub-station for the City of Fort Pierce Police Department. Tenant will not assign nor sublet this lease without

Landlord's prior written consent. No assignment or sublease will relieve the assignor or sublandlord of any obligation under this lease. Each assignee or subtenant, by assuming such status, will become obligated to perform every agreement of this lease to be performed by the Tenant. Subtenant will be obligated to pay rent directly to Landlord only after sublandlord's default in payment and written demand from the Landlord to subtenant to pay rent directly to Landlord.

8. ANIMALS: Tenant shall not keep or allow dogs, cats, or other animals or pets on the leased premises. Service animals which accompany a disabled individual or trained police dogs with handlers are excepted from this prohibition.

9. TENANT'S RISK OF LOSS:

The loss of or damage to Tenant's property within its unit is not covered by Landlord's policy, as further specified in this Lease, and the risk of loss of Tenant's property whether by wind, water, fire, or act of God shall be borne by Tenant. Tenant agrees to give Landlord prompt written notice of any defect it finds in water pipes, electrical equipment, plumbing, heating or cooling devices, or any accident, or damage to any equipment within the unit.

10. SERVICES: Landlord agrees to furnish all utilities, including electric current and water, needed by the Tenant for the adequate operation of the premises, but Tenant agrees that it shall not unreasonably use water, electric current, or other utilities provided by the Landlord.

Tenant agrees to pay for its telephone, internet, and cable services and any and all other related services needed to operate its business.

11. TENANT'S INVITEES: Tenant agrees to cause any persons who are on the premises with Tenant's consent to conduct themselves in a manner that will not disturb any of the Landlord's other residents in the area or said residents' peaceful enjoyment of their accommodations at any time.

12. INSURANCE REQUIREMENTS: Tenant shall maintain at all times during the lease term, at Tenant's cost, general liability insurance protecting Tenant against bodily injury and property damage claims and demands that may arise or be claimed on account of Tenant's use of the premises. The limit of liability for such coverage shall be at least One Million (\$1,000,000) Dollars per occurrence, and One Million (\$1,000,000) Dollars in the aggregate. The insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the State of Florida. Tenant shall provide to Landlord annual certificates of insurance demonstrating that the insurance is

current and upon written request from Landlord copies of any insurance policies issued. The Certificate of Insurance shall provide that the carrier will provide thirty (30) day written notice to Landlord before cancellation of the policy shall be effected. The provisions herein shall in no way or manner deny to Tenant the defense of sovereign immunity for the limitation of liability.

It shall be the sole responsibility of Landlord to maintain property insurance coverage on the building and improvements on the demised premises, including all alterations and additions. Property insurance provided by Landlord shall not be required to provide coverage for loss or damage to Tenant's contents. It shall be the sole responsibility of Tenant to provide property insurance coverage to pay for loss or damage to Tenant's contents in the demised premises. If Tenant elects to maintain such coverage on Tenant's contents such coverage shall be paid for by Tenant.

If Tenant fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Landlord may obtain the insurance and the premiums for that insurance will be deemed additional rental to be paid by the Tenant to Landlord on demand. Failure to furnish proof of all necessary policies and certificates shall be considered a default under the terms of this lease.

13. IF PREMISES UNUSEABLE: If the leased premises shall be rendered substantially untenable by fire or other casualty or by the taking of the property under the power of eminent domain, this lease may thereupon be terminated upon notice by either party.

14. LANDLORD'S REENTRY UPON BREACH: If Tenant should breach any condition or provision contained in this lease and if said breach is not fully remedied within five (5) days after written notice from Landlord, the Landlord shall have the right at its option to re-enter the premises and annul this lease. In order to entitle the Landlord to re-enter, it shall not be necessary to give any other notices or make any other demands whatsoever.

15. NOTICES: All notices and demands to be given by either party to the other in connection with this lease shall be given as follows:

a) If to the Tenant, said notices and demands shall be sent by U.S. mail, or hand delivered to: Chief of Police, P.O. Box 1149, Fort Pierce, FL 34954; with copy to: City Manager, City of Fort Pierce, Florida, P.O. Box 1480, Fort Pierce, FL 34954.

b) If to the Landlord, said notices and demands shall be sent by U.S. mail, or hand delivered to: Executive Director, The Housing Authority of the City of Fort Pierce, Florida, 511 Orange Avenue, Fort Pierce, Florida 34950; with copy to: E.

Clayton Yates, Yates & Mancini, LLC, 112 Orange Avenue, Fort Pierce, FL 34950.

16. **PERSONAL PROPERTY:** All personal property belonging to the Tenant or to any other person brought upon or otherwise located in or upon the leased premises shall be at the sole risk of the Tenant or such other person and not the Landlord. The Landlord shall be under no duty or obligation to carry any insurance on any property of the Tenant or other parties which is located in or on the leased premises.

17. **POTENTIALLY DANGEROUS MATERIAL:** All hazardous waste, infectious materials, etc., if any, generated by Tenant in the leased space will be disposed of properly at Tenant's expense in accordance with state, county and local government requirements.

18. **ATTORNEY'S FEES AND COSTS:** In the event of any action at law to enforce any of the terms of this lease contract, the prevailing party in such litigation shall be entitled to recover all reasonable attorneys' fees incurred and all court costs. This shall include appellate attorney's fees and court costs.

19. **EARLY TERMINATION:** It is further agreed by both parties hereto that if either party desires to terminate this lease prior to the end of the lease term, that not less than thirty (30) days' notice of termination shall be given to the other party in writing, and in that event the lease shall terminate after the expiration of said thirty (30) day period. In the event of such termination, the parties will enter into a joint agreement that will provide for the disposition of any fixed improvements placed on the premises by the Tenant. Failure for any reason to enter into such a joint agreement shall not, however, extend the termination date.

20. **TENANT INSOLVENCY:** If Tenant is declared insolvent or adjudicated a bankruptcy; if leasehold interest is sold under execution of a trustee in bankruptcy; or if a receiver is appointed for Tenant, Landlord, without prejudice to its rights hereunder and at its option, may terminate this lease.

21. **NO WAIVER OF REMEDIES:** The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or options conferred by this lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or exercise that privilege, option or remedy; that right shall continue in full force and effect. The receipt by

Landlord of rent or any other payment or part payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this lease, or any of Landlord's rights, remedies, privileges, or options under the lease, will be deemed to have been made unless made by the Landlord in writing.

No surrender of the premises for the remainder of the term will be valid unless accepted by Landlord in writing.

22. GOVERNING LAW, VENUE: This lease will be governed by the laws of the State of Florida, as to both interpretation and performance. Venue is agreed to be Saint Lucie County, Florida.

23. SUCCESSORS, ASSIGNORS WILL BE BOUND: The terms of this lease will be binding on the respective successors, representatives and assigns of the parties.

24. AMENDMENTS: This agreement may be amended in writing by the mutual agreement of both parties.

25. ENTIRE AGREEMENT: This lease agreement contains the entire understanding and agreement of the parties. All agreements and representations relating to the leased premises, whether oral or written, made by and between the parties, either personally or with their authorized agents prior to the execution and acceptance of this lease agreement, are deemed to have been performed and discharged. Headings and subheadings in this lease agreement are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof. Each of the parties hereto has read and understands this lease, and all prior covenants, agreements, and representations are superseded by this lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Attest:

THE HOUSING AUTHORITY OF THE CITY OF  
FORT PIERCE, FLORIDA

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Andrea Kochanowski, Executive Director

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_

E. Clayton Yates, General Counsel

THE CITY OF FORT PIERCE, FLORIDA

Attest:

\_\_\_\_\_  
Linda Cox, City Clerk

By: \_\_\_\_\_

Robert J. Bradshaw, City Manager

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_

Robert V. Schwerer, City Attorney