

**LEASE AGREEMENT  
FOR 100 SAVANNAH ROAD**

**THIS LEASE AGREEMENT** is made and entered into this 1st day of March 2021 by and between the **City of Fort Pierce**, a Florida municipal corporation (hereinafter referred to as “LANDLORD”) and **Sunrise Humane Society, Inc.**, a not-for-profit corporation under the laws of the State of Florida (hereinafter referred to as “TENANT”).

**WHEREAS**, LANDLORD, is the owner of property and improvements, which are located at 100 Savannah Road in the City of Fort Pierce, Florida (the “Demised Premises”), and which are more fully described in Article 2.0 below; and

**WHEREAS**, LANDLORD has selected TENANT to lease and operate the Demised Premises as an animal shelter; and

**WHEREAS**, LANDLORD and TENANT agree that TENANT’S operation of the Demised Premises as an animal shelter shall be limited to providing and/or performing shelter administration and animal care services to LANDLORD and to St. Lucie County; and

**WHEREAS**, TENANT has accepted this Lease Agreement, subject to the terms and conditions set forth herein,

**NOW THEREFORE**, in consideration of the mutual benefits received by each party, LANDLORD and TENANT agree as follows:

**ARTICLE 1.0 RECITALS.**

The foregoing recitals are hereby incorporated as forming the intent and purpose of this Lease Agreement.

**ARTICLE 2.0 TERM.**

2.1 This Lease Agreement shall be effective on March 1, 2021 and shall remain in effect for one (1) year thereafter (referred to hereinafter as the “initial term”), unless it is extended as set forth in Article 2.2 below or terminated as set forth in Article 15.0 below.

2.2 Upon the expiration of the initial term, this Agreement shall automatically extend for four (4) additional terms of one (1) year each, unless it is terminated as set forth in Article 15.0 below.

**ARTICLE 3.0 DEMISED PREMISES.**

The Demised Premises consists of approximately 1.75 acres, located on the north side of Parcel # 2422-141-0001-000/3 at 100 Savannah Road in the City of Fort Pierce, Florida, 34982. The Demised Premises includes five (5) structures, which (together with accessory structures and parking spaces) function as an animal shelter.

**ARTICLE 4.0 USE OF PREMISES.**

4.1 TENANT shall utilize the Demised Premises for the sole purpose of operating an open-admission animal shelter. Said operation shall be limited to (1) the terms and conditions of TENANT’S service agreement with LANDLORD for shelter administration and animal care (hereinafter referred to as the “corresponding service agreement”); and (2) the terms and conditions of any such service agreement between TENANT and St. Lucie County.

4.2 TENANT acknowledges and agrees that the termination of the corresponding service agreement shall constitute cause for the termination of this Lease Agreement.

4.3 TENANT acknowledges and agrees that, upon the termination of this Lease Agreement and/or the corresponding service agreement, TENANT shall no longer be permitted to use the Demised Premises to provide shelter services to St. Lucie County.

4.5 TENANT agrees to keep the Demised Premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any local, state, or federal law, regulation, or agency; to commit no waste of the Demised Premises; to remove all garbage and other debris which results from TENANT’S operations and use of the premises; to keep all plumbing fixtures used by TENANT clean and sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the Demised Premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT’S consent to conduct themselves in a manner that does not constitute a breach of the peace; and to surrender the Demised Premises at the termination of this Lease in as good state and condition as reasonable use and wear will have permitted.

**ARTICLE 5.0 LEASE PAYMENTS.**

In consideration of this Lease, TENANT shall pay LANDLORD without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in an amount equal to ten percent (10%) of the prior month's impound fees collected for animals impounded by the City of Fort Pierce. Impound fees collected for animals impounded by St. Lucie County shall not be included in the calculation of rent. Rent payments shall be due first on April 10, 2021 and subsequently on the tenth of each month thereafter.

**ARTICLE 6.0 MAINTENANCE AND REPAIR.**

6.1 TENANT shall keep and maintain in good order and condition (except for ordinary wear and tear): interior walls, ceilings, interior portions of all doors, windows, glass, floors, dog kennels (including chain link), all screened areas, and all other parts of the Demised Premises not enumerated in Article 6.4 below.

6.2 TENANT shall be responsible for janitorial services, preventive maintenance (interior and exterior), general landscaping, grass mowing, pest control, securing all accessory structures, and securing the exterior of the facility.

6.3 TENANT shall repair any damage caused by its negligence.

6.4 LANDLORD shall be responsible for the maintenance, in accordance with all state and local codes, of parking lots, roofs, building foundations, exterior walls, exterior fences, plumbing and sewage, heating and air conditioning systems, and electrical systems.

6.5 If hurricane conditions are forecast to occur, LANDLORD shall be responsible for boarding the doors and windows and for taking any other necessary protective measures to secure the primary structure and TENANT shall be responsible for securing the accessory structures and grounds.

**ARTICLE 7.0 FURNISHINGS.**

7.1 LANDLORD shall provide the following furnishings, which TENANT shall maintain in good order and condition, except for ordinary wear and tear: five (5) office desks and chairs, two (2) office chairs for the front desk area, one (1) foot-operated sink, two (2) stainless steel surgery/wash sinks, seventy-five (75) metal modular animal kennels. If any of said furnishings

becomes damaged or unusable, TENANT shall inform LANDLORD of the same. Said furnishings shall be returned to LANDLORD upon the termination of this Lease or any renewal or extension term thereof.

7.2 LANDLORD shall provide for TENANT'S use, without restriction, the following: one (1) full-sized refrigerator, one (1) microwave, one (1) automatic coffee maker, seven (7) module kennel boxes, one (1) washing machine, two (2) dryers, extra fencing materials, and any of the following items which may be present at the time of transfer of the Demised Premises to TENANT: carts, cleaning supplies and equipment, shelving units, food, and medical/veterinary supplies.

#### **ARTICLE 8.0 ALTERATIONS.**

8.1 TENANT shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld. If LANDLORD elects to withhold consent, it shall provide written notice of same, together with the grounds for the denial. If LANDLORD grants consent to make the requested alteration/addition/improvement, TENANT shall be responsible for paying all costs associated with the work, and for ensuring compliance with state and local regulations and permitting requirements.

8.2 All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting, or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

#### **ARTICLE 9.0 TITLE TO IMPROVEMENTS.**

Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all

replacements, accessories and modifications thereof from the Demised Premises.

**ARTICLE 10.0 UTILITIES.**

TENANT shall contract in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including but not limited to electricity, water, gas, sewage, garbage pick-up, telephone, and internet, together with all taxes or other charges levied on such utilities.

**ARTICLE 11.0 TAXES.**

If ad valorem taxes are applicable, TENANT agrees to pay its proportionate share as are billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.

**ARTICLE 12.0 INSURANCE AND INDEMNIFICATION.**

**12.1 INSURANCE:**

TENANT shall, at its own expense, procure and maintain throughout the term of this Lease, with insurers acceptable to LANDLORD, the types and amounts of insurance conforming to the minimum requirements set forth herein.

TENANT shall not occupy the Demised Premises until the required insurance is in force and evidence of insurance acceptable to LANDLORD has been provided to, and approved by, LANDLORD.

TENANT shall furnish LANDLORD with proof of meeting the following minimum requirements:

**Commercial General Liability:**

TENANT shall maintain and, prior to the effective date of this Lease, provide LANDLORD with satisfactory evidence of commercial general liability insurance to include:

1. Bodily injury and property damage and personal and advertising injury for limits of not less than \$1,000,000 per occurrence;
2. Products completed operations aggregate limit of \$1,000,000;
3. Damage to Premises Rented to You for limits of not less than \$100,000 per occurrence;
4. Medical Payments for limits not less than \$5,000 per person; and
5. A general, per contract/project, aggregate limit of not less than \$2,000,000.

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The policy shall also provide that LANDLORD will be given a thirty (30) day written notice of cancellation or non-renewal and include LANDLORD and its members, officials, officers and employees as additional insureds on a form no more restrictive than ISO Form CG 2010 (Additional Insured-Owner, Lessees, or Contractors).

**Workers' Compensation and Employers Liability:**

TENANT shall maintain and, prior to the effective date of this Lease, provide LANDLORD with satisfactory evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents and disease. The policy shall also provide that LANDLORD will be given a thirty (30) day written notice of cancellation or non-renewal.

**Automobile Liability Insurance:**

The TENANT shall maintain and, prior to the effective date of this Lease, provide LANDLORD with satisfactory evidence of automobile liability insurance providing coverage no more restrictive than that provided by the standard Business Auto Policy (ISO Form CA 00 01), without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy limit shall be no less than \$1,000,000 each occurrence. The policy shall also provide that LANDLORD will be given a thirty (30) day written notice of cancellation or non-renewal.

**Compliance:**

Satisfactory evidence of compliance with the insurance required shall include one of the following forms of acceptable evidence of insurance:

1. Items a, b, and c:
  - a. Fully completed satisfactory Certificate of Insurance evidencing all coverage required; and
  - b. A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying the inclusion of LANDLORD and its members, officials, officers, and employees as additional insureds in the Commercial General Liability policy; and
  - c. A copy of the actual endorsement for each required policy which provides that LANDLORD will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insured(s);
2. The original of the policy(ies); or
3. Other evidence satisfactory to LANDLORD.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurance as required by this Lease Agreement.

**Certificates of Insurance must be completed as follows:**

**1. Certificate Holder**

**City of Fort Pierce**

**Attention: Risk Manager**

**100 N. U.S. Hwy. 1**

**Fort Pierce, FL 34950**

**2. Additional Insured for General Liability**

**City of Fort Pierce and its members, officials, officers and employees**

12.2 LANDLORD shall maintain casualty insurance on the property in an amount sufficient to replace all structures and fixtures and personal property owned by LANDLORD and shall be responsible for all losses covered by such insurance. LANDLORD shall not be liable for any damage or injury, whether it be to the person or property, of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the Demised Premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions.

12.3 TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, by reason of damage to persons or property as a result of an accident upon the Demised Premises or events caused by the negligence, recklessness, or intentional misconduct of TENANT, its agents, its officers, or its employees, while TENANT is in possession thereof.

**ARTICLE 13.0 DAMAGE AND OBLIGATION TO RESTORE.**

13.1 TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any uninsured casualty; or (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect to terminate the Lease. Should LANDLORD elect to terminate the Lease pursuant to this Article 13.1, it shall give written notice of such election to TENANT within sixty (60) days after the occurrence of such casualty.

13.2 Except as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the Demised Premises. LANDLORD'S obligation to rebuild and repair shall be limited to restoring the Demised Premises to substantially the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation to the personal property and trade fixtures of TENANT.

13.3 In the event any portion of the Demised Premises should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of an animal shelter

on the premises, LANDLORD may cancel this lease by giving sixty (60) days written notice.

**ARTICLE 14.0 ASSIGNMENT AND SUBLETTING.**

TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD.

**ARTICLE 15.0 TERMINATION.**

15.1 Either party may terminate this Lease Agreement for cause, including but not limited to the termination of the corresponding service agreement, upon providing a minimum of sixty (60) days written notice delivered to the other party.

15.2 Either party may terminate this Lease Agreement without cause upon providing a minimum of one hundred and twenty (120) days prior written notice delivered to the other party.

**ARTICLE 16.0 NOTICES.**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

**If to TENANT:**

Sunrise Humane Society, Inc.  
100 Savannah Road  
Fort Pierce, Florida 34982

**If to LANDLORD:**

City Manager  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**With a Copy to:**

City Attorney  
City of Fort Pierce  
100 N US 1  
Fort Pierce, FL 34950

**ARTICLE 17.0 INSPECTION OF DEMISED PREMISES.**

17.1 TENANT shall permit LANDLORD to inspect the Demised Premises twice per calendar

year (approximately every six (6) months and on the dates of LANDLORD'S choosing). LANDLORD shall provide TENANT at least twenty-four (24) hours' notice of an intended inspection.

17.2 After each inspection, LANDLORD shall identify any deficiencies in TENANT'S use and/or maintenance of the Demised Premises and deliver written notice of same to TENANT.

17.3 LANDLORD shall specify the time within which the deficiency must be corrected. The specified time shall be no fewer than seven (7) days and no more than thirty (30) days after delivery of the notice of deficiency.

17.4 LANDLORD may, in its sole discretion, agree to extend the time to correct identified deficiencies.

17.5 The refusal or failure of TENANT to correct any identified deficiency shall constitute cause for termination of this Lease Agreement.

17.6 Inspections performed pursuant to this Article 17.0 shall be separate from and in addition to any inspections conducted to ensure compliance with the terms and conditions of the corresponding service agreement.

#### **ARTICLE 18.0 GENERAL PROVISIONS.**

18.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease Agreement, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

18.2 Time is of the essence.

18.3 This Lease Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

18.4 This Lease Agreement shall bind the parties and their successors/assigns.

18.5 This Lease Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement

between the parties with respect hereto. This Lease Agreement shall be interpreted as a whole unit.

18.6 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

**ARTICLE 19.0 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 the St. Lucie County Public Health Unit.

**ARTICLE 20.0 PARTIAL INVALIDITY.**

In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

**ARTICLE 21.0 NO WAIVER.**

No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

**WITNESS AS TO LANDLORD:**

**LANDLORD:**

**ATTEST:**

**CITY OF FORT PIERCE**

By: \_\_\_\_\_  
Linda Cox, City Clerk

By: \_\_\_\_\_  
Linda Hudson, Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND CORRECTNESS:**

By: \_\_\_\_\_  
Peter Sweeney, City Attorney

TENANT:

SUNRISE HUMANE SOCIETY

WITNESSES AS TO TENANT:

\_\_\_\_\_

By: \_\_\_\_\_  
Julie Kittams, DVM, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.**, who executed the foregoing instrument and produced \_\_\_\_\_ as identification and who did take an oath.

**WITNESS MY HAND AND SEAL** in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_