

**NON-ASSIGNABLE
LEASE AGREEMENT FOR OFFICE SPACE AT CITY HALL**

This agreement (Lease) for certain office space located at City Hall, made and entered into effective as of January 3, 2025, between the City of Fort Pierce, a Florida municipal Corporation (Lessor) and Brian Mast as United States Representative, Congressional District 21, (Lessee).

1. LEASED PREMISES

Lessor hereby leases to Lessee certain office space located at City Hall, 100 N. US Highway One, Fort Pierce, Florida, 34950. That office space is more particularly described as approximately 372 square feet of floor area at City Hall, as identified on the sketch in Exhibit "A" as Room 216 and Room 217, attached hereto (Leased Premises). Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the common areas of the building, including, but not limited to the bathrooms and conference rooms.

2. USE

Lessee shall use and occupy the Leased Premises for the purpose of a governmental public office for a United States Representative, Congressional District 21, and for no other purpose.

3. TERM

The term of this lease shall commence on January 3, 2025 and shall continue until expiration on January 2, 2027 (the Term). Notwithstanding anything to the contrary contained herein, Lessee and Lessor shall each have the right to terminate this lease upon thirty (30) days written notice by the terminating party delivered as hereinafter set forth.

4. RENT

Lessee shall pay to Lessor in United States currency the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable in arrears by the last day of each rental month during the term of this lease.

Rent shall be paid to the following address:

City of Fort Pierce
c/o Finance Director
100 North US Highway 1
Fort Pierce, FL 34950

5. LESSEE AND LESSOR'S RESPONSIBILITIES

Lessee shall provide any office furnishings, pay for any telephones, computers or other accessory equipment and all electric services.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide access after hours.

6. LESSEE'S IMPROVEMENTS

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment, except moveable furniture, partitions and fixtures put in at the expense of the Lessee which can be removed by Lessee without causing any structural damages to the building and where Lessee reasonably repairs any damages to the Leased Premises due to removal of the fixture(s), shall become the property of the Lessor at the termination of this lease. Lessee shall pay the cost of any and all office improvements. Lessee shall obtain prior written consent from Lessor as to any alterations of the Leased Premises.

7. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given in person or sent certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

IF TO LESSEE:

Brian Mast
United States Representative, Congressional District 21

IF TO LESSOR:

City Manager
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

With a copy to:
City Attorney
100 North US Highway 1
Fort Pierce, FL 34950

8. ENTIRE AGREEMENT

It is understood and acknowledged there are no oral agreements between the parties hereto affecting this lease and House of Representatives District Office Lease Agreement and this lease and House District Lease Attachment supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the lease specifically incorporated herein.

9. MODIFICATION OF LEASE

This lease may be modified only by mutual written agreement of both parties, and shall be non-assignable.

10. GOVERNING LAW

Federal law and the laws of the State of Florida shall govern the validity, performance and enforcement of this lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed the venue of such action shall be in St. Lucie County, Florida; and both parties hereby waive any defenses to the contrary. This lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

11. COMPLIANCE WITH LAW

Lessor covenants and warrants the building and the Leased Premises and any use or intended use thereof by Lessor presently complies with, and will continue throughout the term of this lease to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations, and all other applicable laws, rules and regulations including but not limited to the American with Disabilities Act of 1990, 42 USC 12101, et. seq. If Lessor receives notice from federal, state or other government body that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide the Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises and Lessor's use thereof into compliance. The provisions of this paragraph 11 are material terms of this lease.

12. INSURANCE, INDEMNITY, AND LIABILITY

Tenant shall, at its own expense, procure and maintain throughout the term of this Lease Agreement, with insurers acceptable to Landlord, the types and amounts of insurance conforming to the minimum requirements set forth herein. Tenant shall not occupy the Leased Premises until the required insurance is in force and evidence of insurance acceptable to Landlord has been provided to, and approved by, Landlord.

Property Insurance. LESSEE shall provide all risk property insurance coverage in an amount no less than the replacement cost of any and all improvements on the Premises and LESSEE's personal property. Such insurance shall be written on an "agreed value" basis without the application

of any coinsurance clause. LESSOR shall be included as an additional insured on LESSEE's Property insurance.

Workers' Compensation/Employers' Liability. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against FPRA and the CITY and their respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with LESSOR and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

LESSOR and their respective members, officials, officers, and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$3,000,000
Damage to Property Rented to you	\$1,000,000

Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	\$1,000,000

General Conditions. (i) The insurance provided by the LESSEE shall apply on a primary basis to any insurance maintained by LESSOR. Any insurance, or self-insurance, maintained by LESSOR shall be in excess of, and shall not contribute with the insurance provided by LESSEE.

(ii) Except where prior written approval has been obtained hereunder, the insurance maintained by LESSEE shall apply on a first dollar basis without application of a deductible or self-insured retention. LESSEE shall pay on behalf of LESSOR or their members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against LESSOR or their members, officials, officers, and employees.

(iii) All policies of insurance provided by the LESSEE shall be endorsed to provide that the Insurer waives its rights against LESSOR and their members, officials, officers, and employees.

(iv.) Compliance with these insurance requirements shall not limit the liability of LESSEE. Any remedy provided to the FPRA and the CITY by the insurance provided by LESSEE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of LESSEE) available to LESSOR under this Agreement or otherwise.

(v.) Neither approval nor failure to disapprove insurance furnished by LESSEE shall relieve LESSEE from the responsibility to provide insurance as required by this Agreement.

(vi.) All insurance policies provided by the contractor shall be endorsed to provide LESSOR with thirty (30) days' prior written notice of cancellation.

(vii.) All required policies of insurance must be written by an insurance company or insurance companies qualified to write insurance in the State of Florida, and acceptable to LESSOR.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**The City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1**

Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability City of Fort Pierce, and their respective officials, officers, and employees.

Per the website of the United States House of Representatives' official website, if the lessee is unable to provide a certificate of insurance as requested above, the lessee can provide a letter explaining the protections of the Federal Tort Claims Act (FTCA) asking the letter to be accepted in lieu of a certificate of insurance.

INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR and THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, CONTRACTORS, PARTNERS, DIRECTORS, OFFICERS, AFFILIATES AND ATTORNEYS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL FINES, SUITS, LOSSES, COSTS, LIABILITIES, CLAIMS, DEMANDS ACTIONS, AND JUDGEMENTS OF EVERY KIND OR CHARACTER (A) ARISING FROM TENANT'S FAILURE TO PERFORM ITS COVENANTS HEREUNDER, (B) RECOVERED FROM OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES ON ACCOUNT OF ANY LOSS (DEFINED BELOW) TO THE EXTENT THAT ANY SUCH LOSS MAY BE INCIDENT TO, ARISE OUT OF, OR BE CAUSED, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, BY LESSEE'S PARTY (DEFINED BELOW) OR ANY OTHER PERSON ENTERING UPON THE PREMISES UNDER OR WITH A LESSEE PARTY'S EXPRESS OR IMPLIED INVITATION OR PERMISSION, (C) ARISING FROM OR OUT OF THE OCCUPANCY OR USE BY A LESSEE PARTY OR ARISING FROM OR OUT OF ANY OCCURRENCE IN THE PREMISES, HOWSOEVER CAUSED, OR (D) SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES BY A LESSEE PARTY, REGARDLESS OF WHETHER THE FPRA AND THE CITY'S NEGLIGENCE CAUSED A PORTION OF, OR WAS ONLY PARTLY TO THE CAUSE OF, SUCH LOSS OR DAMAGE. AS USED HEREIN, THE TERM "LOSS" INCLUDES INJURY TO OR DEATH OF ANY PERSON OR PERSON'S, OR DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY, INCONVENIENCE, OR ANY EXPENSE OR LIABILITY.

SURRENDER UPON TERMINATION. LESSEE covenants and agrees to and with LESSOR that upon expiration of the Term, or earlier termination of this Agreement, LESSEE shall surrender and deliver to repair any property installed on the Premises by the CITY and repair any portion of the Premises for which insurance proceeds are not paid to the CITY . Nothing in this provision shall authorize abatement or reduction of Fees, termination of this Agreement, because of total or partial destruction arising out of the negligent or willful acts of omission or commission by LESSEE or those owning, employed by, under contract to, or guests or invitees of LESSEE.

a. Neither this agreement or other arrangement between LESSOR and LESSEE, nor shall the same ever be construed, so as to (i) create a partnership with the CITY and LESSEE, (ii) make LESSOR and LESSEE joint ventures.

b. The prevailing party shall be entitled to reasonable attorneys' fees through and including all trial and appellate levels and all other costs incurred in any action taken by or against it relating to a claim, controversy or dispute arising from the terms, conditions or provisions of this Agreement.

- c. Time is of the essence in the performance of all obligations set forth in this Lease.
- d. This Agreement shall be governed by the laws of the State of Florida and venue with respect to any litigation shall be Fort Pierce, Florida.
- e. No waiver of any breach of any covenant, agreement or provision of this Agreement shall be construed to be held to waiver of any other breach or waiver, acquiescence or as consent to any further or succeeding breach of the same covenant, agreement, or provision.
- f. If any provision or provisions of this Agreement should be held invalid or unenforceable by any court or competent jurisdiction, such ruling shall not affect the validity or unenforceability of the remainder of this Agreement and the Agreement, as so modified, shall remain in full force and effect.
- g. This Agreement has been mutually negotiated by the parties and this Agreement shall not be construed more strictly against either party by virtue of which party prepared this Agreement.

**LESSOR:
CITY OF FORT PIERCE**

Witness

Linda Hudson, Mayor

Witness

LESSEE:

Witness

Brian Mast
United States Representative
Congressional District 21

Witness

APPROVED AS TO FORM AND CORRECTNESS

City Attorney