

## RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into as of [Date], by and between **Legacy Consortium LLC**, a limited liability company organized and existing under the laws of Florida, with its principal office located at 510 Orange Avenue, Fort Pierce, FL 34950 ("Lessee"), and **First United Methodist Church of Fort Pierce**, a religious organization with its principal office located at 616 Orange Avenue Fort Pierce, FL 34950 ("Lessor").

### RECITALS

WHEREAS, Lessor owns and operates the property located at 515 Avenue A, Fort Pierce, FL 34950, which includes a playground area (the "Premises");

WHEREAS, Lessee desires to rent the playground space on the Premises for educational and recreational purposes for its students; and

WHEREAS, Lessor agrees to rent the playground space to Lessee under the terms and conditions set forth in this Agreement.

### AGREEMENT

#### 1. **Leased Premises**

Lessor agrees to lease to Lessee the playground area located on the Premises at 515 Avenue A, Fort Pierce, FL 34950 ("Leased Premises") for use by Lessee and its students, subject to the terms and conditions of this Agreement.

#### 2. **Term of Lease**

The term of this lease shall begin on **March 1, 2026** and shall continue for a period of **five (5) years**, ending on **February 28, 2031**, unless terminated earlier pursuant to the terms herein.

#### 3. **Rental Payment**

Lessee agrees to pay Lessor a monthly rental fee of **\$350.00** for the use of the playground space. The monthly rental payment shall be due on the first day of each month and payable to First United Methodist Church of Fort Pierce at the address specified above or at another location designated by the Lessor.

#### 4. **Maintenance and Repairs**

Lessee agrees to maintain the playground area in good repair throughout the term of this lease. The initial maintenance will include filling the playground with mulch and performing necessary repairs to ensure the safety and usability of the playground at the start of the school year. Lessee shall be responsible for routine maintenance and repairs as needed during the term of the lease to maintain the playground's condition, including but not limited to the periodic replenishment of mulch and any other repairs necessary to keep the playground in a safe condition for use by Lessee and its students.

#### 5. **Shared User Agreement**

The playground space shall be used by both **Lindsay School of the Arts** and Legacy Consortium LLC ("Shared Use"). Both schools shall collaborate on a usage schedule for the playground, ensuring that both parties have access to the Premises in a manner that is

mutually beneficial. The scheduling arrangement shall be agreed upon by the representatives of both Lessee and Lindsay School of the Arts.

**6. Liability Insurance**

Lessee shall obtain and maintain a **\$1,000,000 umbrella liability insurance policy** for the duration of the lease, **First United Methodist Church of Fort Pierce must be added as an additional insured** for any incidents that occur on the playground. Lessee shall provide proof of such insurance to Lessor prior to the commencement of this lease and upon renewal of the policy.

**7. Indemnification**

Lessee agrees to indemnify, defend, and hold harmless Lessor and its officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, damages, liabilities, and expenses, including reasonable attorneys' fees, arising out of or in connection with the use of the Premises by Lessee, its students, agents, employees, or invitees.

**8. Use of Premises**

The Premises shall be used for educational and recreational purposes only, consistent with the purposes outlined herein, and for no other purpose without prior written consent of the Lessor.

**9. Termination**

This Agreement may be terminated by either party by providing **60 days written notice** to the other party. Upon termination, Lessee shall return the Premises to Lessor in the condition in which it was received, reasonable wear and tear excepted.

**10. Other Terms**

- o Any notices or communications under this Agreement shall be in writing and sent to the addresses listed above for each party.
- o This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, related to the subject matter of this lease.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth below.

**LESSOR:**

**First United Methodist Church of Fort Pierce**

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

Name:

Title:

Date:

**LESSEE:**

**Legacy Consortium LLC**

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

Name:

Title:  
Date: