

**LEASE AGREEMENT  
WITH AIR METHODS CORPORATION INTERNATIONAL**

**THIS LEASE AGREEMENT**, ("Lease Agreement") is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "LANDLORD," and Air Methods Corporation International, a Delaware corporation, hereinafter referred to as "TENANT."

**RECITALS**

**WHEREAS**, LANDLORD desires to have a medical evacuation helicopter located within the community; and

**WHEREAS**, the Fire Rescue District is permitted to provide medical evacuation services via helicopter; and

**WHEREAS**, having a medical evacuation helicopter will increase the public welfare and serve a public purpose; and

**WHEREAS**, medical evacuation helicopter services complement those services provided by the Fire Rescue District and will reduce transport time in emergencies, thereby benefitting City of North Port residents; and

**WHEREAS**, TENANT provides emergency air medical transportation services; and

**WHEREAS**, LANDLORD owns the building and property located at 4980 City Center Blvd., North Port, Florida; and

**WHEREAS**, TENANT will lease a portion of said property according to the terms and conditions of this Lease Agreement.

**NOW THEREFORE**, it is mutually understood and agreed between the parties as follows:

1. **PREMISES:** Subject to the terms and conditions of this Lease Agreement, LANDLORD hereby leases and lets unto TENANT, and TENANT hereby agrees to lease from LANDLORD, the following property, hereinafter described as "Premises":
  - A. **Office Space.** Described as approximately 1,318 square feet of space within the Fire Station 81 building located at 4980 City Center Blvd, North Port, Florida, 34287, and further identified on Exhibit "A," which is attached hereto and incorporated as if set forth fully herein. The Office Space includes areas for the exclusive use of TENANT, and areas used in common with other occupants of the building, as further described in Exhibit "A."
  - B. **Landing Pad, Storage Building, and Fuel Tank.** TENANT shall have the use of the existing helicopter landing pad, existing areas for placement of storage buildings, and the existing fuel storage tank, as further identified in Exhibit "B," which is attached hereto and incorporated as if set forth fully herein. Additionally, the following apply to the areas identified in Exhibit "B":

- i. Storage Building. TENANT shall comply will all federal, state, and local regulations and shall obtain all necessary permits for the storage buildings.
    - ii. Fuel tank. TENANT shall comply will all federal, state, and local regulations and shall obtain and maintain all necessary permits for the fuel tank. The fuel tank must meet the requirements of NFPA 30 – 2008 Edition (at the time of installation) and permitting by the City of North Port Neighborhood Development Services.
    - iii. Oxygen storage. TENANT shall have use of the concrete pad to store its liquid oxygen unit, as further identified on Exhibit "B."
  - C. TENANT and its employees, agents, guests and invitees shall have use of the Premises, as outlined in Section 8 herein, and the right to use, in common with other occupants in the facility of which Premises are a part, the common areas, surface parking and all other rights and privileges appurtenant thereto, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by LANDLORD.
2. LEASE TERM: The term of this Lease Agreement is for three (3) years commencing on the date the last party signs this Lease Agreement as identified below ("Initial Term"). At the conclusion of the Initial Term, this Lease Agreement may be renewed annually for additional one (1) year terms upon the mutual written agreement of the parties. Request for renewal must be made in writing and delivered to the LANDLORD not less than sixty (60) days prior to the termination date of this Lease Agreement. The City Manager or designee may agree to renewals of this Lease Agreement that do not reduce the rental amount TENANT must pay LANDLORD. Notwithstanding the foregoing, either party may terminate this Lease Agreement at any time without penalty or premium upon sixty (60) days advance written notice to the other party.
3. RENTAL AMOUNT: For the calendar year 2020, TENANT agrees to pay to LANDLORD or LANDLORD'S agent or assigns, at the office of LANDLORD, or such other place as LANDLORD may from time to time designate by notice in writing, without demand annual fixed rent of Nineteen Thousand Six Hundred and Fifty Six Dollars (\$19,656.00), payable in advance, in twelve (12) equal monthly installments of One Thousand Six Hundred Thirty Eight Dollars (\$1,638.00) per month (plus applicable sales tax). Rental payment is due on the first day of each month, and will be considered late if not received by LANDLORD by the fifth day of the month. The minimum rental for any fraction of a month at the beginning of this Lease Agreement shall be computed on a per diem basis and payable at the beginning of such fractional period for the remainder of such month, in order that all rentals due hereunder are payable on the first day of each month. Acceptance by LANDLORD of any rental payment in an amount less than the amount due and owing must not be deemed a waiver of LANDLORD'S right to collect the full amount of rent due. A three percent (3%) escalator shall be applied to each subsequent year of the lease as further shown in "Exhibit A."
4. LATE CHARGE PROVISION: LANDLORD will charge, and TENANT must pay, a "Late Charge" of Twenty Five Dollars (\$25.00) to cover the extra expense and inconvenience involved in handling of delinquent and/or late payments occasioned by TENANT'S failure to pay the rent specified in the Lease Agreement when due and on time.
5. SECURITY DEPOSIT: No security deposit is required in connection with the Lease Agreement.

6. ASSIGNMENT OR SUBLEASING: TENANT shall not transfer, assign, sublet, underlet, mortgage, pledge or encumber any right to responsibility herein without the express written consent of the LANDLORD.
7. GENERAL AND AD VALOREM TAXES AND ASSESSMENTS: Taxes on the personal property owned by TENANT located on the Premises must be paid by TENANT. TENANT must pay all real property taxes, assessments, and other charges levied on or attributable to the Premises during the term of this Lease Agreement, if any. TENANT must pay any and all taxes and assessments upon its receipt of the respective bill. Payment of taxes is an independent covenant and is construed as additional rent due and payable under the terms of this Lease Agreement.
8. USE OF PREMISES:
  - A. Business Use. Premises is to be used by TENANT only to carry on TENANT'S business of providing medical evacuation helicopter services, and for related administrative uses. Requests to use the Premises for any other reason must be made in writing to LANDLORD and approved by the City Manager or designee before such use can be made. TENANT must not use the Premises, or permit the Premises to be used, for any unlawful, immoral, obnoxious, or offensive business or practice.
  - B. Common Areas. TENANT and its employees, agents, licensees, and invitees shall have use of the Premises as outlined herein and the right to use, in common with other tenants of the Property, the common areas, surface parking and to all other rights and privileges appurtenant thereto, subject to rules and regulations for the use thereof as LANDLORD prescribes from time to time.
  - C. Policies and Procedures. LANDLORD may, from time to time, issue policies and/or procedures related to the Property. TENANT agrees to abide by all such policies and/or procedures.
  - D. Continuous Use. TENANT must continuously and uninterruptedly use, occupy, operate and conduct its medical evacuation helicopter services business on the Premises and in such a manner as to help establish and maintain the good reputation of the entire building complex of which Premises forms a part.
9. RESPONSIBILITIES OF LANDLORD: During the term of this Lease Agreement and any renewal periods, LANDLORD must ensure that all building operating and maintenance costs, and common area maintenance, necessary to keep the Premises in good repair and order, is paid or maintained. This includes the following amenities and services (with the exception of the repairs necessitated by the negligent acts or omissions of TENANT, its agents, employees, licensees or invitees), as follows:
  - A. All maintenance and repairs required for structural portions of the building including the foundation, common areas, exterior and interior walls, glass windows, building grounds, maintenance and repair of exterior area, or to mechanical and plumbing systems, air conditioning (HVAC) or utility lines, electrical lines, wires and equipment supplied by LANDLORD serving the building wherein Premises are located.
  - B. All building operating, maintenance and repair expenses to include, but not limited to management overhead, fees, insurance and taxes, other than those payable by TENANT as

provided in paragraph 7, and capital costs, sidewalk, walkways, driveway, and surface parking area, landscaping and lawn care, window cleaning, pest control, and HVAC service.

- C. Exterior lighting.
  - D. Repairs or damage to Premises resulting from malfunctioning of building heating and air conditioning (HVAC) equipment, plumbing or electrical fixtures.
  - E. All charges for water, sewage, and trash collection services to Premises.
  - F. All electric charges.
  - G. Telephone system and installation and any maintenance charges associated with such system.
  - H. All monthly recurring internet connection charges.
10. RESPONSIBILITIES OF TENANT: TENANT, at its expense, is responsible for the following amenities and services in the leased Premises:
- A. All monthly recurring telephone charges, pro-rated by number of handsets TENANT utilizes as a part of the phone system, and all long distance and/or other toll telephone charges generated by extensions located in Premises.
  - B. Maintenance of the interior of Premises, which must be kept in a clean and healthy condition, and to notify LANDLORD immediately when maintenance or repair is needed.
  - C. Maintenance of landing pad, storage buildings, fuel tank and oxygen unit, which must be kept in a clean and orderly condition.
  - D. Upon termination of the Lease Agreement, TENANT must leave Premises in as good a condition as when received, except for reasonable wear and tear, loss by fire or other casualty, or acts of God, and must remove all trash and debris and leave Premises in broom swept condition.
  - E. If TENANT desires to have a reclaimed water line, TENANT is responsible for payment of all connection fees and monthly usage fees.
  - F. For its exclusive use of the heliport, TENANT is solely responsible for the maintenance of the landing pad, heliport lighting, grounding systems, windsock and lighting, fuel pad and electrical systems to the fuel pad.
11. RIGHT OF ENTRY: LANDLORD has the right to enter the Premises at reasonable hours to inspect, maintain, clean, or repair the Premises, provided LANDLORD shall not unreasonably interfere with TENANT'S business on the Premises.
12. ALTERATIONS: LANDLORD and TENANT mutually agree to the following:
- A. Any improvements or alterations to the Premises, such as relocating lighting fixtures and wall partitions, must be requested by TENANT in writing and coordinated, approved, and performed

through the LANDLORD and as agreed upon between the parties regarding funding and determination of responsible party.

- B. All improvements, additions, or alterations, to plumbing and lighting fixtures and permanently affixed partitions which have or may be installed by TENANT, become the property of LANDLORD and must remain upon Premises and be surrendered with Premises upon termination of this Lease Agreement.
  - C. All furniture, portable partitions, appliances, electronic equipment, computer, fax machines, fuel tank, oxygen unit or other equipment which have been or will be installed by TENANT, at TENANT'S expense, remains the property of TENANT and may be removed by TENANT at any time during the term of this Lease Agreement, provided that the item can be removed without damage to Premises.
13. QUIET ENJOYMENT: Provided TENANT pays all rents as herein agreed when due and keeps and performs all of the terms, covenants, and conditions under this Lease Agreement, TENANT will peaceably possess and quietly enjoy the Premises without hindrance or interruption subject only to the terms hereof, reservations, restrictions and easements of record and applicable zoning and other government regulations.
14. RESTORATION OF PREMISES: If TENANT makes any alteration or improvement of Premises without LANDLORD'S express written consent as required by the terms of this Lease Agreement, TENANT must restore Premises to its original condition as approved by LANDLORD in accordance with the terms of this Lease Agreement, wear and tear, loss by fire or other casualty, or acts of God excepted, unless LANDLORD has expressly set forth in writing that a particular alteration or improvement must not be modified or removed.
15. DESTRUCTION OF PREMISES: In the event that during the term of this Lease Agreement the Premises is totally destroyed by fire, by act of God, or other casualty, or any substantial portion of Premises is so damaged or destroyed thereby rendering same unfit for TENANT'S purposes for at least sixty (60) consecutive days, LANDLORD may terminate this Lease Agreement upon written notice to TENANT and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.
16. INSURANCE AND THIRD PARTY LIABILITY:
- A. TENANT must procure and maintain, during the term of this Lease Agreement, the insurance coverage listed below, unless otherwise specified.
    - i. Comprehensive General Liability Insurance. TENANT must procure and maintain Comprehensive Broad Form General Liability coverage with a combined single limit for bodily injury and property damage liability, including premises and operations on the leased Premises with limits of not less than \$1,000,000.00 per occurrence and \$2,500,000.00 general aggregate per policy year. This policy must include fire damage liability, products and completed operations coverage, and damage to rented/leased premises coverage. TENANT must, on an annual basis, or upon written request, supply LANDLORD with a certificate of insurance showing said coverage to be in full force and effect. TENANT'S liability insurance policy must provide primary coverage for any claims that may arise out of

any act, negligence, omission or default of the TENANT, TENANT'S agents, officers, contractors, or employees. LANDLORD must be named as an additional insured under the policy. LANDLORD prefers that all policies be written on an Occurrence form. If coverage is written on a Claims-Made form, upon termination or expiration of the Lease Agreement, TENANT must provide LANDLORD proof of a tail coverage policy or (ERP) extended reporting period form in the same amounts of coverage and no less restrictive than the original policy, with a retroactive coverage date to coincide with the original inception date of this Lease Agreement. Tail coverage or ERP policy must remain in effect for a period of four (4) years after the termination date or expiration of this Lease Agreement

- ii. Professional Liability – Errors And Omissions – Medical Malpractice. TENANT must procure and maintain Professional Liability coverage that must cover all Errors and Omissions and all forms of Medical Malpractice, with minimum policy limits of \$1,000,000.00 per occurrence and \$2,500,000.00 general aggregate per policy year. LANDLORD prefers that all policies be written on an Occurrence form. If coverage is written on a Claims-Made form, upon termination or expiration of the Lease Agreement, TENANT must provide LANDLORD proof of a tail coverage policy or (ERP) extended reporting period form in the same amounts of coverage and no less restrictive than the original policy, with a retroactive coverage date to coincide with the original inception date of this Lease Agreement. Tail coverage or ERP policy must remain in effect for a period of four (4) years after the termination date or expiration of this Lease Agreement.
- iii. Comprehensive Environmental – Pollution Liability. TENANT must procure and maintain broad form Environmental - Pollution Liability coverage with minimum limits of \$1,000,000.00 per claim, incident, or location, and \$1,500,000.00 minimum aggregate limit, to cover all above ground fuel and/or chemical storage tanks and any and all hazardous fuels, chemicals, or materials stored on LANDLORD'S property that may not be stored in a DEP regulated storage tank. TENANT must provide LANDLORD with an updated Certificate of Insurance for Environmental/Pollution Liability confirming that all (AST) Above Ground Storage Tanks installed, and any other hazardous materials stored on LANDLORD'S property have been properly declared, scheduled and insured on TENANT'S Environmental/Pollution policy. If LANDLORD does not receive this required insurance policy within five (5) days after storage tank installation and/or hazardous material storage on LANDLORD'S property or premises, this Lease Agreement shall be null and void and of no force and effect. Failure of the TENANT at any time to maintain such insurance is cause for LANDLORD to immediately terminate the Lease Agreement.

TENANT must abide by, meet, and follow all applicable OSHA, DEP, Federal, State, County and other requirements governing Above Ground Storage Tanks and Hazardous Materials handling and storage. TENANT must provide LANDLORD, upon written request, copies of any inspection reports related to the storage tanks and hazardous materials. TENANT must notify LANDLORD immediately in the event of any OSHA, DEP, or other statutory violations related to the storage tanks and hazardous materials. TENANT acknowledges and affirms that any monetary fines resulting from any Federal, State, County or other violations related to the storage tanks and hazardous materials will be the sole responsibility of the TENANT.

- iv. Workers' Compensation and Employers' Liability. TENANT must procure and maintain Workers' Compensation coverage meeting the minimum State Statutory Limits. Coverage

must include Employers' Liability with minimum limits of \$1,000,000.00 for Bodily Injury (per each accident, policy limit, and each employee).

- v. Aviation Commercial General Liability. This lease agreement is contingent on receipt of a Certificate of Insurance from TENANT, listing LANDLORD as a Certificate Holder with Additional Insured status. If LANDLORD does not receive this required insurance policy, this Lease agreement shall be null and void and of no force and effect. Failure of TENANT at any time to maintain such insurance, and include LANDLORD as Certificate Holder and Additional Insured, shall be cause for LANDLORD to immediately terminate the Lease Agreement with Tenant.

The following limits and coverages are required from TENANT.

<u>Premises Liability, Products and Completed Operations,</u>	
<u>Hanger keepers Liability, Contractual Liability:</u>	\$50,000,000. Each Occurrence.
<u>Fire Legal Liability:</u>	\$1,000,000. Any One Fire.
<u>Medical Payments:</u>	\$50,000. Each Person.
<u>Personal Injury Liability:</u>	\$25,000,000. Aggregate.

- B. TENANT must maintain adequate insurance coverage to insure against any claims that may arise out of any act, neglect, omission or default of TENANT, or TENANT'S agents, officers, contractors, or employees in performance or failure to perform under the terms of this Lease Agreement. Nothing herein shall be construed to hold LANDLORD liable for the negligence of TENANT.
  - i. TENANT is solely responsible for any claims that may arise out of any act, neglect, negligence, omission or default of TENANT, or TENANT'S agents, officers, contractors, or employees in the performance or failure to perform under the terms of this Lease Agreement, that may fall outside of, be excluded from, or exceed the limits of any available insurance coverage. TENANT agrees to keep all required insurances in full force and effect at all times for the life and duration of this Lease Agreement. TENANT agrees to maintain tail coverage and/or extended reporting period coverage on all applicable policies written on a "claims made" form, for a minimum period of four (4) years, after expiration or termination of this Lease Agreement. Failure of TENANT at any time to maintain such insurance shall be cause for LANDLORD to immediately terminate the Lease Agreement. TENANT agrees that current stated monetary limits and forms of coverage on all applicable policies will not be decreased or lowered without prior written permission from LANDLORD.
  - ii. All certificates of insurance must be provided to the City Clerk's office, together with a copy of this Lease Agreement, on an annual basis based on the inception date of this Lease Agreement, and within ten (10) days after the expiration and renewal of any current policy, and upon any renewal or significant policy or carrier change. TENANT must deliver to LANDLORD proof of the fully paid policies within ten (10) days of LANDLORD'S request. TENANT must procure and pay for renewals of all insurances required in this Lease Agreement before it expires. TENANT must deliver to LANDLORD any renewal policy (or specimen binder of pending coverage) at least ten (10) days before the existing policy expires. All policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless

LANDLORD is given at least ten (10) days' prior written notice of cancellation by the insurance company and/or TENANT. TENANT must notify LANDLORD in writing within five (5) days of TENANT'S notice or knowledge that any required policy has been cancelled by the issuing provider or carrier, regardless of the reason for cancellation. LANDLORD is not responsible for any fees, commissions, premium payments, deductibles or self insured retentions on any of TENANT'S insurance policies. LANDLORD reserves the right to review, alter and amend the insurance requirements as needed on a yearly basis.

- C. LANDLORD is not liable for any loss of TENANT'S personal property or content, including leased, rented, or other non-owned items stored on, left at or in LANDLORD'S property or premises, regardless of cause, including the negligence of LANDLORD, its employees, agents and assigns, and TENANT hereby waives and releases all claims for property damage against LANDLORD, its employees, agents and assigns.

#### **17. INDEMNITY:**

- A. **Reimbursement, indemnification, and assumption of defense.** To the extent permitted by Florida law, TENANT agrees to reimburse LANDLORD and its respective Commissioners, officers, affiliates, agents, employees, and representatives (collectively, "LANDLORD PARTIES") for, and will indemnify, defend, and hold harmless LANDLORD PARTIES from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, LANDLORD PARTIES arising in whole or in part out of or by reason of: (i) any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises, or any hidden or apparent defect in the Premises; (ii) any damage to or loss of any property of TENANT or any person occupying the Premises or any of their respective officers, directors, shareholders, members, partners, affiliates, agents, employees, or contractors (collectively, "TENANT PARTIES"), whether this damage to or loss of property occurs on the Premises or on any other part of the Property; and (iii) any act, negligence, or fault of the TENANT PARTIES, whether occurring on the Premises or on any other part of the Property. TENANT'S reimbursement and indemnity obligations will include, but not be limited to, any and all liabilities, claims, suits, penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses and costs, including consequential, special indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), and other expenses. TENANT shall not indemnify LANDLORD for that portion of any loss or damages proximately caused by LANDLORD'S gross negligence.
- B. **Assumption of Liability and Waiver.** Because of TENANT'S insurance obligations under this Lease Agreement, TENANT assumes full responsibility and liability for the condition of the Premises for the duration of this Lease Agreement, and TENANT hereby waives all rights and claims against and holds harmless LANDLORD PARTIES, for any and all property loss or damage occurring anywhere on the Property and any and all personal injury or death occurring in or about the Premises and/or the Property. As part of its waiver, TENANT waives all rights and claims against LANDLORD PARTIES arising from: (i) theft, vandalism, criminal acts, or lack of security (TENANT hereby acknowledges that it is solely responsible for its own security, and that LANDLORD is not required to provide or to continue to provide any security equipment, devices, or services); (ii) any acts or omissions of other tenants of the Property or

any other property owned or managed by LANDLORD; (iii) any freezing, bursting, or leaking of, or water otherwise coming out of pipes or sprinklers, leaks in the roof, or the lack of a sprinkler system or fire prevention system, or the failure of a sprinkler system or fire prevention system to work properly (TENANT hereby acknowledges that it has sole responsibility for insuring over loss or damage caused by malfunctions or failures to function of the sprinkler system or fire prevention system); (iv) any lack of or failure of the plumbing, heating, air conditioning, or any other mechanical system (including, but not limited to, those described in (iii) above); or (v) any failure to cause the Premises to comply with laws or otherwise to be in a condition suitable for TENANT'S use. This provision and TENANT'S reimbursement and indemnification obligations set out above will apply notwithstanding the fact that LANDLORD is the owner and landlord of the Premises, and even if the incident that is the subject of the waiver, reimbursement, or indemnification arises from the negligence of LANDLORD PARTIES, or any of them, or LANDLORD'S contractors. This section 17 will not exclude liability if the exclusion of that liability is prohibited by the laws of the State of Florida.

C. Survival of Covenants. The agreements and covenants in this Section 17 shall survive termination or expiration of the Lease Agreement with respect to matters that occur during its Term. The insurance coverage and limits required in this Lease Agreement may or may not be adequate to protect the LANDLORD and such insurance coverage will not be deemed a limitation on the TENANT'S liability under the indemnity provided in this Section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

D. Nothing in this Lease Agreement shall be deemed to affect the rights, privileges and immunities of the LANDLORD as set forth in Florida Statutes, Section 768.28.

18. SIGNAGE: TENANT must not paint, display, inscribe, maintain, or affix any signs to Premises or on its interior or exterior, or make changes to any existing sign, fixture, advertisement, notice, lettering or direction on any part of the outside of the building or common areas without the prior written consent of LANDLORD. Should LANDLORD give such prior written consent, all expenses associated with the purchases, maintenance, installation and repair and removal of such signage and advertising shall be borne by TENANT. LANDLORD must erect signage identifying the property in general and identifying TENANT and all sub-tenants that LANDLORD has approved. The size, location, and numbers of such signage shall be determined by LANDLORD in its sole discretion.

19. NOTICES: Except as otherwise provided herein, all notices, invoices, reports, or any other type of documentation required by this Lease Agreement must be made in writing and will be deemed given and served when deposited in the United States mail, postage paid, to the addresses listed below. Either party may change its address or representative by giving written notice of such change.

A. LANDLORD: City of North Port, City Managers Office, 4970 City Hall Boulevard, North Port, Florida, 34286. Telephone (941) 429-7000; Fax (941) 429-7135. With copies of Notices and Demands to: City Attorney, City Attorney's Office, 4970 City Hall Boulevard, North Port, Florida 34286; northportcityattorney@cityofnorthport.com.

B. TENANT: Air Methods Corporation, 5500 S. Quebec Street, Suite 300, Greenwood Village, Colorado 80111. Attention: Vice President, Southeast Region. Telephone (303) 792-7400.

20. HAZARDOUS MATERIALS: To the best of LANDLORD'S knowledge, as of the commencement date of this Lease Agreement, no Hazardous Materials or conditions exist at Premises. Except as otherwise provided herein, TENANT, its agents, guests, and invitees must not use, handle, store, display or generate hazardous materials (materials that are ignitable, corrosive, toxic or reactive) in or on Premises. For the purposes of this Lease Agreement, the term "Hazardous Materials" means those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §5151-5127 (formerly codified at 49 U.S.C. §1801, *et seq.*); the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; and in the regulations adopted and promulgated pursuant thereto and in the applicable laws, regulations and ordinances enacted by the State of Florida and Sarasota County. TENANT is permitted to use or store Hazardous Materials, including but not limited to aviation fuel and liquid oxygen, that are necessary for the normal operation of medical evacuation helicopter services.

21. **TENANT'S ENVIRONMENTAL COVENANTS AND INDEMNITY.** During the term of this Lease Agreement, TENANT must cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Premises by TENANT, its agents, employees, business invitees, or contractors to be in compliance with all applicable laws, rules, regulations and orders. TENANT must not install or permit the installation of any underground storage tanks on the Premises. TENANT must defend, indemnify, protect and hold LANDLORD harmless from and against all claims, costs, fines, judgments and liabilities, including attorneys' fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors. The foregoing indemnity will survive any expiration or termination of this Lease Agreement.

22. DEFAULT AND REMEDIES:

A. TENANT Default. The occurrence of any one of the following events shall constitute a default of TENANT: (i) Abandonment of the Premises for a period of thirty (30) consecutive days; (ii) failure to pay rent or any other monies due and continuing for a period of ten (10) days after the same is due; (iii) filing a voluntary petition in bankruptcy; (iv) receivership, attachment, or other judicial seizure of substantially all of TENANT'S assets on the Premises; (v) failure to execute and deliver to LANDLORD any estoppel certificate or Lease Agreement amendment within the time periods and in the manner required; (vi) an assignment or sublease, or attempted assignment or sublease, of this Lease Agreement or the Premises; (vii) failure in the performance of any agreements or obligations in this Lease Agreement; (viii) chronic delinquency in the payment of rent, or any other payments required to be paid by TENANT under this Lease Agreement; or (ix) failure to perform or observe any other condition or obligation of this Lease Agreement and to cure such failure within thirty (30) days following LANDLORD'S written notice to TENANT.

- B. LANDLORD Default. LANDLORD shall be in default if LANDLORD fails to perform or observe any condition or obligation of this Lease Agreement within thirty (30) days following TENANT'S written notice to LANDLORD, provided that:
- i. If the nature of the default reasonably requires more than thirty (30) days, LANDLORD shall not be in default hereunder if LANDLORD has promptly commenced and is diligently pursuing a cure; and
  - ii. If the nature of the default poses an imminent danger to persons or property, then the period of time for cure shall be a reasonable period of time in light of the circumstances.
- C. LANDLORD Remedies. In the event of TENANT'S default, LANDLORD may: (i) Terminate this Lease Agreement; (ii) re-enter the Premises, terminate TENANT'S right of possession of the Premises, and re-let all or any part of the Premises; (iii) cure the default on behalf of TENANT and TENANT shall pay the reasonable costs of such cure upon written demand; and/or (iv) pursue any other remedy now or hereafter available under the law.
- D. No Waiver of LANDLORD'S Remedies. LANDLORD'S acceptance of any rent payment in an amount less than the amount due and owing, and/or any other act of forbearance concerning any breach or default by TENANT, shall not constitute a waiver of LANDLORD'S right to collect the full amount due or pursue remedies for default, including proceeding with an eviction claim. LANDLORD'S acceptance of rent, partial rent, and/or any act of forbearance or waiver of any breach or default of this Lease Agreement by TENANT shall not be construed as a continuing waiver or consent to any subsequent breach, or default by TENANT and shall not bar LANDLORD'S right to demand strict compliance with that provision or any other provision of this Lease Agreement. No course of dealing between LANDLORD and TENANT shall constitute a waiver of any of LANDLORD'S rights or any of TENANT'S obligations as due hereunder.
- E. TENANT Remedies. In the event of LANDLORD'S default, TENANT has the following remedies: (i) Cure the default on behalf of LANDLORD, and LANDLORD shall pay the reasonable costs of such cure upon written demand; and/or (ii) pursue any other remedy now or hereafter available under the law.
- F. Mitigation. Both parties agree to mitigate their damages upon default.
23. RADON GAS: Pursuant to Florida Statutes Section 404.056(5), LANDLORD is required to give TENANT the following disclosure:
- RADON GAS: Radon is a naturally occurring radioactive gas, 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 your County Health Department.
24. ESTOPPEL CERTIFICATES: Each party agrees to provide to the other, at any time, within ten (10) days of the other party's written request, a certificate certifying that this Lease Agreement is unmodified and in full force and effect or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of monthly rent, the dates to which the rent has been paid in

advance, and the amount of any security deposit or prepaid rent. It is intended that any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of Premises, or any portion thereof, or any lender of LANDLORD.

25. **HOLDING OVER:** Should TENANT remain in possession of Premises after the expiration of this Lease Agreement, LANDLORD shall have the right, but not the obligation, to treat TENANT as a TENANT from month-to-month of Premises, under all the terms and conditions of this Lease Agreement. Either LANDLORD or TENANT as of the end of any calendar month upon at least thirty (30) days prior written notice may terminate such month-to-month tenancy.

26. **MISCELLANEOUS:**

- A. Authority to Execute. The signature by any person to this Lease Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Lease Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Lease Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Lease Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that neither the method of computation of rent, or any other provisions contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that of LANDLORD and TENANT.
- E. Severability. Should any provision of this Lease Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Lease Agreement shall not be affected thereby.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Lease Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement contains and embodies all the representations, covenants and promises made by the parties. Except as otherwise provided herein, no modifications or Amendments to this Lease Agreement shall be valid unless in writing and executed by the parties. The City Manager or designee may agree to amendments to this Lease Agreement that do not decrease the rental amount.
- H. Non-Discrimination. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs,

activities, or services. The TENANT shall not administer this Lease Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

*FINAL PARAGRAPH OF LEASE AGREEMENT AND SIGNATURES ON NEXT PAGE*

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective undersigned officers effective as of the date and year last written below.

**TENANT**

**Air Methods Corporation International**

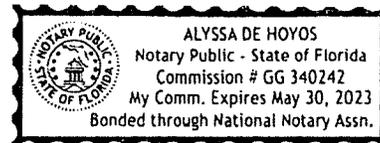
By: [Signature]  
Name: Amy Conner  
Title: Air Methods Regional VP

STATE OF FLORIDA  
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 5 day of Feb., 2020 by Amy Conner.

[Signature]  
Notary Public - State of Florida

Personally Known OR  Produced Identification  
Type of Identification Produced Driver License



**LANDLORD**  
**City of North Port, Florida**

By: Peter D. Lear, CPA, CGMA  
City Manager

**ATTEST**

[Signature]  
Heather Taylor, CMC  
Interim City Clerk

**APPROVED AS TO FORM AND CORRECTNESS**

[Signature]  
Amber L. Slayton  
City Attorney

**Exhibit A**  
**Interior Office Space**

**Air Methods Leased Space at North Port Fire Rescue - Fire Station 81**

**Exclusive Use Interior Areas – Square Foot Charge**

Flight Crew Room – 12’x16’=	192’
Bunk Room Space – 20’x16’=	320’
Pilot Quarters – 12’x18’=	216’
Mechanic Shop – 12’x8’=	96’
EMS Supply Space 7’x10”=	70’
Total	894’

894’ @ \$14.91 sq ft / 12 months = \$1,110.80 (\$1,111.00) Per Month

**Joint Use Interior Areas – Square Foot Charge**

Kitchen/Dayroom/Laundry/ Bathrooms 1,284’ (6 NPFR Crew & 3 Air Methods Crew) = 33%	x .33
Total	423.72’ ~ (424’)

424 @ \$14.91 sq ft / 12 months = \$526.82 Per Month (\$527.00)

**Total of Exclusive and Joint Use Charge**

\$1,111 + 527 = \$1,638.00 Per Month (\$19,656.00)

**Annual Lease Amounts (3% escalator)**

2020 Lease = \$19,656 plus applicable sales tax  
2021 Lease = \$20,245 plus applicable sales tax (3% annual  
escalator included)  
2022 Lease = \$20,853 plus applicable sales tax (3% annual  
escalator included)

Exhibit B  
Sketch

Exclusive Use Exterior Areas – No Square Foot Charge

- Lighted FAA Certified Heliport 100' x 100'
- Storage Shed Space – 10' x 14'
- Liquid Oxygen Space 6' x 8'
- Fuel Storage Space 12' x 20'
- Parking Spaces for Crew Vehicles

