

TENANT LEASE AGREEMENT

THIS TENANT LEASE AGREEMENT, hereinafter referred to as "Lease Agreement," made and entered into this 1st day of October, 2015, by and between the City of North Port, a municipal corporation of the State of Florida, hereinafter referred to as "LANDLORD," and North Port Senior Center, Inc., a Florida nonprofit corporation, 4940 Pan American Blvd. North Port, Florida, 34287, hereinafter referred to as "TENANT."

RECITALS

WHEREAS, LANDLORD owns the building located at 4940 Pan American Boulevard, North Port, Florida; and

WHEREAS, TENANT is interested in leasing a portion of said property according to the terms and conditions of this Lease Agreement; and

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 and Exhibit A Operating Guidelines, LANDLORD hereby leases and lets unto TENANT, and TENANT hereby agrees to lease from LANDLORD, space, as identified in Exhibit A, within the building located at 4940 Pan American Boulevard, North Port, Florida, 34287, hereinafter referred to as "PREMISES." 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 tenants 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 shall be twelve (12) months commencing on October 1, 2015. This Lease Agreement may be renewed annually upon the mutual agreement of the parties. Request for renewal shall be made in writing and delivered to the LANDLORD not less than sixty (60) days prior to the termination date of this Lease Agreement. Notwithstanding the foregoing, either party may terminate this Lease Agreement at any time without penalty or premium upon sixty (60) days written notice.
3. RENTAL AMOUNT: 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 Two Thousand Four Hundred Dollars (\$2,400) payable in advance in twelve (12) equal monthly installments of Two Hundred Dollars (\$200) per 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 will become 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 shall not be deemed a waiver of LANDLORD's right to collect the full amount of rent.
4. LATE CHARGE PROVISION: It is agreed that LANDLORD will charge, and TENANT agrees to pay, a "Late Charge" of \$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 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 this Lease Agreement.
7. GENERAL AND AD VALOREM TAXES AND ASSESSMENTS: Taxes on the personal property owned by TENANT located on the Property shall be paid by TENANT. TENANT shall 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 shall pay any and all taxes and assessments upon receipt of the respective bills. Payment of taxes is an independent covenant and shall be construed as additional rent due and payable under the terms of this Lease Agreement.
8. USE OF PREMISES:
 - a. PREMISES shall be used by TENANT to carry on its business of providing community-based health and human services and educational programs, and for any related administrative uses. Operating Guidelines are attached in Exhibit "A". Requests to use the PREMISES for any other reasons must be made in writing and requires approval by the City Manager or designee.
 - b. TENANT shall continuously and uninterruptedly use, occupy, operate and conduct its business in PREMISES in such manner as to help establish and maintain a good reputation for the whole building complex of which PREMISES forms a part.
 - c. TENANT further agrees that TENANT will not use the said PREMISES or permit the same to be used for any unlawful, immoral, obnoxious or offensive business or practice.
9. RESPONSIBILITIES OF LANDLORD: During the Lease Agreement term and any renewal periods, LANDLORD agrees to ensure that all building operating and maintenance costs and common area maintenance necessary to keep PREMISES in good repair and order including 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 and sewage, and trash collection services to PREMISES.
 - f. All electric charges.
 - g. Telephone system and installation and any maintenance charges associated with such system.

10. RESPONSIBILITIES OF TENANT: TENANT, at its expense, shall be 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. All monthly recurring internet connection charges
- c. Maintain the interior of PREMISES in a clean and healthy condition and notify LANDLORD immediately when maintenance or repair is needed.
- d. TENANT shall leave PREMISES in as good a condition as when received, except for reasonable wear and tear, loss by fire or other casualty, and acts of God, and shall remove all trash and debris and leave PREMISES in broom swept condition.

11. ACCESS TO PREMISES: TENANT shall allow LANDLORD to install, use and maintain pipes, conduits and electrical lines in and through the building, and shall allow LANDLORD or LANDLORD's agents access to PREMISES, to inspect PREMISES or any fixtures, equipment, property or appurtenances therein or thereto, or to make repairs, alteration or improvements as LANDLORD deems fits, or to exhibit the same to or allow inspection of the same by insurance carriers and representatives, fire department inspectors, prospective purchasers, mortgagees and lessors of the building and prospective tenants.

12. ALTERATIONS: LANDLORD and TENANT agree that:

- a. Any improvements or alterations to the PREMISES, such as relocating lighting fixtures and wall partitions, will be requested by TENANT in writing and coordinated, approved, and performed through the LANDLORD and, contingent upon available funding, such approval shall not be unreasonably withheld.
- b. All improvements, additions or alterations, plumbing and lighting fixtures and permanently affixed partitions which have or may be installed by TENANT shall become the property of LANDLORD and shall 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, which have been or will be installed by TENANT, at its expense, shall remain the property of TENANT and may be removed at any time during the term of this Lease Agreement by TENANT, provided that same can be removed without damage to PREMISES.

13. QUIET ENJOYMENT: Provided TENANT shall pay all rents as herein agreed and keep and perform all of the terms, covenants and conditions hereof, TENANT shall peaceably possess and quietly enjoy the PREMISES without hindrance of 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 made any alteration or improvement of PREMISES, without LANDLORD's consent as required by the terms of this Lease Agreement, TENANT shall in all cases restore PREMISES substantially to its original condition as approved by LANDLORD in accordance with the terms of the Lease Agreement, wear and tear, loss by fire or other casualty and acts of God excepted, unless LANDLORD has expressly set forth in writing that a particular alteration or improvement shall not be modified or removed.

15. DESTRUCTION OF PREMISES: In the event that during the term of this Lease Agreement PREMISES are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of PREMISES are so damaged or destroyed thereby rendering same unfit for TENANT's purposes for at least sixty (60) 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, PROPERTY LOSS AND DAMAGE:

- a. TENANT shall maintain adequate insurance coverages to insure against any claims that may arise out of any act, neglect, omission or default of TENANT, TENANT's agent, officers, contractors, or employee 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.
- b. TENANT shall maintain the following insurance coverage:
 1. Comprehensive general liability insurance. Coverage shall be per occurrence, combined single limit for bodily injury and property damage liability including premises and operations on the leased PREMISES with limits of not less than \$300,000 per occurrence and \$600,000 general aggregate per policy year. The aggregate shall apply separately to this site and shall not be shared among other locations. TENANT further agrees to annually, or on written request, supply the LANDLORD with a certificate of insurance showing said coverage to be in full force and effect. TENANT's liability insurance policy shall be the primary coverage on the leased PREMISES. LANDLORD shall be named as an additional insured under the policy.
 2. TENANT shall procure and maintain for the life of the lease fire damage liability insurance in the amount of \$250,000. LANDLORD shall be named as an additional insured under the policy.
 3. TENANT shall procure and maintain for the life of the lease, all risk/ special perils/casualty (to include sinkhole) property insurance (or the equivalent) to cover loss resulting from damage to or destruction of personal property contents. The policy shall cover 100% replacement cost of TENANT's personal property and content and shall include an agreed value endorsement to waive coinsurance. LANDLORD shall not be liable for any loss of TENANT's personal property or content in 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. Coverage shall also include continued full payment or rents to the LANDLORD for up to one year after damage or destruction of the property.
 4. If TENANT is required by law to obtain worker's compensation coverage, proof of insurance in the statutorily required amounts must be provided.

All certificates of insurance shall be provided to the City Clerk's office of the City of North Port, together with a copy of this contract. The TENANT shall deliver to the LANDLORD proof of the fully paid policies within ten days of the LANDLORD's request. From time to time, the TENANT shall procure and pay for renewals of this insurance before it expires. The TENANT shall deliver to the LANDLORD the renewal policy at least ten 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 the LANDLORD is given at least ten days' prior written notice of cancellation by the insurance company. LANDLORD is not responsible for any premium payments or deductibles on TENANT's policy. The LANDLORD reserves the right to review, alter and amend the insurance requirements as needed on a yearly basis.

- c. At all times, the TENANT will indemnify the LANDLORD from all losses, damages, liabilities, and expenses that arise or are claimed against the LANDLORD and that are in favor of any person, firm, or corporation for personal injuries or property damages, that arose about or on the PREMISES, that resulted from the TENANT's use or occupancy of the PREMISES, or that arose from the TENANT's failure to comply with any laws, statutes, ordinances, or regulations.

The TENANT shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the LANDLORD, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property, or tangible personal property, alleged to be caused in whole or in part by the TENANT, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the TENANT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the LANDLORD.

The TENANT shall fully indemnify and hold harmless the LANDLORD, and its agents, employees and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right made by third parties for any alleged violations by TENANT, its agents, employees or assigns.

In the event of a claim, the LANDLORD shall promptly notify the TENANT in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the notice address provided in Section 18.

The LANDLORD shall provide all available information and assistance that the TENANT may reasonably require regarding any claim. This Lease Agreement for indemnification shall survive termination of the Lease Agreement.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the LANDLORD and the TENANT, the agreement which provides the most protection for the LANDLORD shall take precedence. The provisions of this Lease Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

17. SIGNAGE: TENANT shall 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 written consent of LANDLORD. Should LANDLORD give such 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 shall 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.
18. NOTICES: Except as otherwise provided herein, all notices, invoices, reports, or any other type of documentation required by this Lease Agreement shall be made in writing and shall 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, Department of General Services, 4970 City Hall Boulevard, North Port, Florida, 34286. Telephone (941) 429-7002; Fax (941) 429-7135.
- b. TENANT: North Port Senior Center, Inc., 4940 Pan American Boulevard, North Port, Florida 34287. Telephone (941) 426-2204.

19. HAZARDOUS MATERIALS PROHIBITED: To the best of LANDLORD's knowledge, as of the commencement date of this Lease Agreement, no hazardous materials or condition exist at PREMISES. Except as otherwise provided herein, TENANT, its agents, guests and invitees shall 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" shall mean 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. §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.
20. RADON GAS: Pursuant to Florida Statutes §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 Public Health Unit."
21. 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.
22. 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.
23. DEFINITION OF TERMS, SAVING CLAUSE AND MISCELLANEOUS:
- a. The words "LANDLORD" and "TENANT" shall include the heirs, personal representatives, successors and assigns of said parties, and this Lease Agreement shall be binding upon and inure to the benefit of all such persons. This Lease Agreement is made under and shall be construed in accordance with the laws of the State of Florida. For any judicial proceeding brought concerning this Lease Agreement, venue shall be solely in Sarasota County, Florida.

b. 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.

c. If any provision of this Lease Agreement shall be invalid or unenforceable to any extent, the remainder of this Lease Agreement, or the application thereof to situations other than that as to which it is invalid or unenforceable, is severable and shall not be affected thereby. 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.

24. AGREEMENT ALL-INCLUSIVE: This Lease Agreement contains and embodies all the representations, covenants and promises made by the parties hereto, and no modifications or Amendments hereof shall be valid unless in writing and executed by the parties hereto.

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 officer and officials in Sarasota County, Florida this 27 day of July, 2015, effective as of the date and year first above written.

WITNESSES:

NORTH PORT SENIOR CENTER, INC.

BY:

Helen Marchese
Helen Marchese, President
"TENANT"

ATTEST:

BY:

Helen Raimbeau
Helen Raimbeau, MMC, City Clerk

CITY OF NORTH PORT, FLORIDA

BY:

Jonathan R. Lewis
Jonathan R. Lewis, ICMA-CM,
City Manager
"LANDLORD"

Approved as to form and correctness:

BY:

Mark Moriarty
Mark Moriarty, City Attorney

COMMUNITY EDUCATIONAL CENTER
4940 PAN AMERICAN BOULEVARD
NORTH PORT, FL



EXHIBIT A
OPERATING GUIDELINES

October 1, 2015 – September 30, 2016

HOURS

North Port Senior Center will have full access to the spaces described during the term of the Tenant Lease Agreement Monday through Friday from 8:30 a.m. – 3:00 p.m.

Exceptions:

- Monday's 8:30 a.m. - 4:30 p.m.
- Tuesday's 8:30 a.m. - 9:30 p.m.
- Administrative Office access is provided 24/7 year round
- Kitchen access for storage and preparation is provided on an as needed basis
- Christensen Room may be reserved by North Port Senior Center when City is not using upon approval by Parks and Recreation
- Peterson Hall may be reserved by the City when the North Port Senior Center is not using it during their scheduled time upon approval by the North Port Senior Center Board President.

SCHEDULING

North Port Senior Center will provide Social Services and Parks & Recreation with a monthly activity calendar by the 1st of each month. Notification of changes to the schedule or requests for additional senior programming outside of hours stated above should be submitted in advance to the Parks and Recreation Division.

Inquiries regarding the rental of the facility for events or activities outside of North Port Senior Center sponsored senior programming should be directed to the City of North Port – Parks and Recreation Division at 941-429-3555. Revenue from outside rentals and non-North Port Senior Center programs will be payable to the City of North Port.

North Port Parks and Recreation will schedule outside rentals of the Peterson Hall and Kitchen on a seasonal basis according to the following schedule:

Monday/Wednesday/Thursday/Friday	5:00pm - 11:00pm
Saturday/Sunday	8:00am- 11:00pm

Reservations for October 1 through December 31 will be accepted on or after August 1st.
Reservations for January 1 through March 31 will be accepted on or after November 1st.
Reservations for April 1 through June 30 will be accepted on or after February 1st.
Reservations for July 1 through September 30 will be accepted on or after May 1st.

FURNITURE FEE

The City will collect a \$30.00 furniture use fee from outside rentals requesting use of the North Port Senior center tables and chairs. Payment will be collected in conjunction with the rental fees payable to the City of North Port. The City of North Port will issue a check to the North Port Senior Center on a monthly basis (as applicable) as payment for the furniture fees collected.

MAINTENANCE

The City will provide regular custodial services for the facility and cleaning supplies will be stored and secured in an on-site storage closet. Requests for additional services should be submitted by contacting North Port Social Services at 429-3700 during regular business hours of Monday through Friday from 8 a.m. to 4 p.m. If a maintenance emergency occurs outside of regular business hours, please call the City of North Port Police non-emergency line at 941-429-7300.

These Operating Guidelines will take effect October 1, 2015 and may be revised during the term of the Tenant Lease Agreement upon mutual agreement by City and North Port Senior Center.