

EAST ALTAMONTE COMMUNITY CENTER NON-RESIDENTIAL LEASE

THIS LEASE is made and entered by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as the "COUNTY," and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, whose principal address is 101 East Colonial Drive, Orlando, Florida 32801, in this Lease referred to as the "TENANT."

WITNESSETH:

WHEREAS, COUNTY is the owner of a certain building that is commonly known as the East Altamonte Community Center; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to non-profit organizations such as TENANT in accordance with Section 125.38, Florida Statutes (2018); and

WHEREAS, the Board of County Commissioners has determined that the granting of such rights and privileges to TENANT constitutes a County purpose;

NOW, THEREFORE, for and in consideration of the Leased Premises and the mutual covenants and agreements set forth below, COUNTY and TENANT agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Leased Premises. Upon payment and the continued payment of the rent as set forth in this Lease, COUNTY hereby leases and demises to TENANT the following described real estate, situated in COUNTY of Seminole, State of Florida, upon which is located the building commonly known as the East Altamonte Community Center (the "Community Center"):



Lots 3, 4, 5, 6, 7 and 8, Plat Book 3, Page 30, of the Public Records of Seminole County, Florida (the "Leased Premises").

Section 3. Term. Regardless of the date of execution by the parties, this Lease becomes effective on the effective date and continues for a term of five (5) years from the effective date. At COUNTY's sole option, this Lease may be subsequently renewed for two (2) successive periods not to exceed five (5) years each, unless earlier terminated as provided in this Lease.

Section 4. Rental. TENANT shall pay COUNTY as rent for the Leased Premises the annual sum of ONE AND NO/100 DOLLARS (\$1.00).

Section 5. Holding Over.

(a) In the event TENANT holds over beyond the expiration of the term of this Lease, such holding over will be deemed a month-to-month tenancy only, at the rental of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per month, payable on the 1st day of each and every subsequent month until the tenancy is terminated in a manner provided by law. In the event TENANT holds over against the wishes of and without consent of COUNTY, TENANT will be liable for any and all damages sustained by COUNTY as a result, directly or indirectly, of TENANT's failure to vacate the Leased Premises in a timely manner, such damages to specifically include the loss of a new tenant, together with a reasonable attorney's fee, court costs and expenses of such lawsuit.

(b) As of the date of this Lease, TENANT owes COUNTY nothing for any holding over that may have occurred under the prior lease for the Leased Premises dated July 23, 2003.

Section 6. Remodeling Privileges. COUNTY grants to TENANT, at TENANT's sole cost, the right to make partition changes, alterations, and decorations as TENANT desires at TENANT's own expense in the Leased Premises, except TENANT shall make no structural

change that will impair the structural integrity of the Leased Premises without the prior written consent of COUNTY.

Section 7. Purpose.

(a) The purpose of this Lease is to permit TENANT to conduct and promote after school and summer programs for youth ages 6-18, which would include activities designed to improve academic success, develop good character and citizenship, and promote healthy lifestyles for all youth participants. All TENANT activities on the Leased Premises must be non-profit in nature, but fundraising activity for the benefit of TENANT is not prohibited.

(b) TENANT shall not sublease the Leased Premises for any purpose.

(c) TENANT shall provide a year-round program and activity schedule. TENANT's program will operate 1:00 p.m. - 9:00 p.m. daily when school is in session and 7:00 a.m. - 6:00 p.m. during non-school periods Monday - Friday, except for Holidays. Holidays are New Year's Day, Martin Luther King Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and the day after Christmas.

(d) TENANT shall create a community advisory board comprising eleven (11) members, one-third of which must reside in the immediate East Altamonte community.

(e) TENANT shall manage all programs and activities in accordance with all state and local laws, ordinances, standards, and regulations.

Section 8. Use of Leased Premises. TENANT will have the use of the Leased Premises for such lawful use as TENANT may desire to make of the Leased Premises in connection with or incidental to the above-stated purpose set forth in Section 7 above during the term of this Lease. TENANT covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws, rules, and regulations of the United States of America,

the State of Florida, or any local government having jurisdiction over the Leased Premises. TENANT shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Community Center or increase any hazard or risk. TENANT shall not permit any nuisance on the Leased Premises. TENANT shall obtain all required licenses, permits, and authorizations prior to conducting any activities on the Leased Premises.

Section 9. Quiet Possession. COUNTY shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease, except that COUNTY will have the right of access to and use of the Leased Premises as are not inconsistent with the use of the Leased Premises by TENANT.

Section 10. Utilities. TENANT shall provide and pay for all lights, gas, electrical current, water, sewers, and all other utility services used anywhere in, on, or about the Leased Premises. TENANT shall pay the charges for these services promptly when due.

Section 11. Assignment and Subletting. TENANT shall not assign or sublet the Leased Premises, or any part of them, without first obtaining the written consent of COUNTY. TENANT may authorize the use of the Leased Premises for vocational educational purposes on the condition that TENANT shall not impose make any charge for the use of the Leased Premises for such purposes.

Section 12. Condemnation or Eminent Domain.

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, COUNTY will be entitled to and will receive any and all compensation for the Leased Premises that may be made in such proceeding. TENANT hereby

assigns and transfers to COUNTY any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT and statutory business damages that may be owed to TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking. Thereafter, TENANT will have no further obligation to pay rent under this Lease.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of TENANT's activities, substantially as they existed prior to the taking.

Section 13. Damages or Destruction.

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, COUNTY shall repair the Leased Premises (except for improvements or alterations made by TENANT after the Effective Date, and for TENANT's trade

fixtures and equipment), upon receipt of the insurance proceeds, and the rent will be abated proportionately for the time and as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises (i) by reason of such occurrence are rendered wholly untenable, (ii) are damaged as a result of a risk that is not covered by insurance, or (iii) are damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at that time, then COUNTY may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after this event. Upon such cancellation, TENANT shall vacate and surrender the Leased Premises to COUNTY. In the event COUNTY elects to repair any damage, any abatement of rent will end five (5) business days after notice by COUNTY to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, then there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) calendar days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage. Upon such notice, this Lease will terminate and TENANT shall vacate and surrender the Leased Premises to COUNTY.

Section 14. Hold Harmless/Indemnification. TENANT shall fully and completely hold harmless, indemnify, and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss, or damage that COUNTY and anyone claiming under or through COUNTY may sustain as a result of claims, demands, costs, or judgments arising from, allegedly arising from, or related to injury or damages of whatever nature to persons or property from any use of the Leased Premises. In the event that any consideration is

deemed to be required in exchange for this indemnification, then TEN AND NO/100 DOLLARS (\$10.00) of the value of the consideration granted unto TENANT will be deemed to have been given.

Section 15. Insurance.

(a) During the term of this Lease, TENANT, at TENANT's expense, shall obtain and keep in force a policy of Commercial General Liability insuring against any liability arising out of TENANT's use or occupancy of the Leased Premises, TENANT's maintenance obligation for the Leased Premises, and TENANT's improvements to the Leased Premises. This insurance must be in the amount of \$2,000,000 per occurrence, including coverage for bodily injury and property damage. This insurance must further insure COUNTY and TENANT against liability for property damage to the Leased Premises in the amount of \$250,000.00 per occurrence. TENANT's required insurance under this Lease must be from companies rated A- or better in "Best's Key Rating Guide" with a Financial Size Category of VII or better. COUNTY's insurance interests under this Section will be satisfied by being named "Additional Insured" under TENANT's applicable policies. Prior to taking possession of the Leased Premises, TENANT shall deliver a Certificate of Insurance on a current ACCORD form to COUNTY evidencing the existence and amounts of such insurance. The specified policies must expressly designate COUNTY as Additional Insured. At the written request of COUNTY, TENANT shall provide copies of all applicable insurance policies. The Certificate of Insurance must provide that COUNTY will be provided not less than thirty (30) days written notice prior to the cancellation or non-renewal, by policy endorsement or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous

Certificate of Insurance has been provided. All such policies must be written as primary policies not contributing with and not in excess of coverage that COUNTY may carry.

(b) TENANT, at TENANT's expense, shall obtain and keep in force during the term of this Lease a policy of personal property insurance covering TENANT's personal property located on the Leased Premises for loss by fire or other casualty. This insurance must contain a waiver of subrogation by the insurer in favor of the COUNTY.

Section 16. Cancellation and Termination. COUNTY or TENANT may cancel or terminate this Lease at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of COUNTY, immediately in the event that TENANT breaches any of the terms, covenants, or agreements of this Lease.

Section 17. Delivery of Possession. If COUNTY is unable for any reason whatsoever to deliver possession of the Leased Premises on the commencement date of the term of this Lease, COUNTY will not be liable to TENANT for any damage caused from such delay, nor will this Lease thereby become void or voidable, nor will the term of this Lease in any way be extended, but in such event TENANT will not be liable for any rent under this Lease reserved until such time as COUNTY can and does deliver Possession.

Section 18. Surrender of Possession. TENANT shall deliver up and surrender to COUNTY possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when TENANT took possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or military or usurped power. TENANT shall pay for all costs of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear.

Section 19. Removal of Property. Without demand from COUNTY and at TENANT's own cost and expense prior to the expiration or earlier termination of the term of this Lease or of any extended term of the Lease, TENANT shall: remove all of its property and all alterations, additions, or improvements, and fixtures which, by the terms of this Lease, TENANT may be permitted to remove; repair all damage to the Leased Premises caused by such removal; and restore the Leased Premises to the condition they were in prior to the installation of the property so removed. Any property not so removed will be deemed to have been abandoned by TENANT and may be retained or disposed of by COUNTY.

Section 20. Acceptance of Leased Premises by Tenant. The taking of possession of the Leased Premises by TENANT will be conclusive evidence as against TENANT that the Leased Premises were in good and satisfactory condition when TENANT took possession of them. TENANT accepts the Leased Premises in "as is" condition. COUNTY makes no warranties, covenants, or guarantees as to the Leased Premises. COUNTY retains no responsibility as to maintenance of the Leased Premises, except as specifically provided in this Lease.

Section 21. Repair and Maintenance of Leased Premises.

(a) TENANT shall keep the Leased Premises in good order and repair. TENANT is responsible for all security systems and associated security monitoring contracts. TENANT is responsible for all repairs and maintenance, to include all interior lighting, doors, locks, door closures, interior windows, minor plumbing and electrical, janitorial services, pest control services and solid waste service.

(b) Any major repairs or replacements exceeding Five Hundred and No/100 Dollars (\$500.00) will be the responsibility of COUNTY.

(c) COUNTY is responsible for all of the Community Center life safety systems to include the fire alarm, fire sprinklers, fire extinguishers, exit and emergency lighting, and all

associated contracts for monitoring associated with these systems. COUNTY is also responsible for the Community Center structure and roof, parking area, landscape maintenance, irrigation, air conditioning preventive maintenance service, and repairs.

(d) TENANT shall keep the driveways, sidewalks, and appurtenances to the Leased Premises free of debris and trash. TENANT shall avoid improper use of the sewer system or the introduction of inappropriate objects or materials into such system. TENANT shall provide adequate extermination services to the Leased Premises during the term of this Lease and provide evidence of such adequate extermination services to COUNTY upon demand.

(e) TENANT may procure and, if installed, shall maintain a suitable floor covering, wall coverings, lighting fixtures, and security devices in the Leased Premises. Any such items or materials that become permanently attached to the Community Center will become part of the Leased Premises and may not be removed by TENANT upon termination or expiration of this Lease.

(f) The Community Center, its contents, other improvements, and persons on the Leased Premises must be made secure by devices such as locks, electric devices, safety devices, and lighting provided by TENANT and at TENANT's sole expense. TENANT, but not COUNTY, is responsible and liable for losses to the Community Center, its contents, other improvements, and to persons on the Leased Premises

Section 22. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by COUNTY or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease.

Section 23. Prior Representation. Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed in this Lease.

Section 24. Notices. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

As to COUNTY:

Contract and Leasing Coordinator
Public Works Facilities Division
205 West County Home Road
Sanford, Florida 32773

As to TENANT:

Boys & Girls Clubs of Central Florida, Inc.
101 East Colonial Drive
Orlando, Florida 32801

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 25. Default. Either party to this Lease, in the event of an act of default by the other, will have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease.

Section 26. Attorneys' Fees. If any action at law or in equity is brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased Premises, then the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be determined by the court and will be made a part of any judgment or decree rendered.

Section 27. Entire Lease.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Lease. There are no commitments, agreements, or understandings concerning the subject matter of this Lease that are not contained in this Lease. Accordingly, no deviation from the terms of this Lease may be predicated upon any prior representations or agreements, whether oral or written.

(b) No modification, amendment, or alteration in the terms or conditions contained in this Lease will be effective unless contained in a written document executed with the same formality and of equal dignity with this Lease.

Section 28. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. Seminole County is the sole venue for any legal action in connection with this Lease.

Section 29. Conflict of Interest.

(a) TENANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) TENANT hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes (2018), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of TENANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Lease.

(c) Pursuant to Section 216.347, Florida Statutes (2018), as this statute may be amended from time to time, TENANT hereby agrees that monies received from COUNTY pursuant to this Lease will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

Section 30. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease, and may not be used to define, describe, interpret, or construe any provision of this Lease.

Section 31. Severability. If any provision of this Lease or the application of this Lease to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 32. Successors. This Lease and the covenants and conditions contained in this Lease inure to the benefit of and are binding upon COUNTY, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT as approved by COUNTY.

Section 33. Inspection. TENANT shall permit COUNTY, its agents, employees, and contractors to enter all parts of the Leased Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT, or immediately in case of an emergency. COUNTY shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide COUNTY with keys to all spaces within the Leased Premises.

Section 34. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Lease.

Section 35. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2018), as this statute may be amended from time to time, the following notice is hereby given to the undersigned TENANT.

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 building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

Section 36. Authority. TENANT hereby covenants and warrants that (i) TENANT is a duly authorized and existing corporation not for profit organized and existing under the laws of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

Section 37. Effective Date. The effective date of this Lease will be July 23, 2018, notwithstanding the date it is executed by the parties.

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IN WITNESS WHEREOF, the parties have made and executed this Lease for the purposes expressed above.

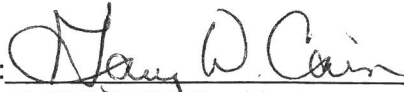
ATTEST:



DR. VIVEK DESAI, Secretary

(CORPORATE SEAL)

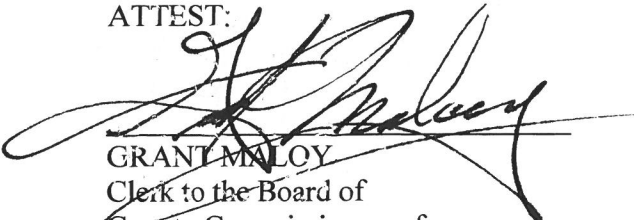
BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.

By: 

GARY CAIN, President

Date: July 6, 2018

ATTEST:



GRANT MALLOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

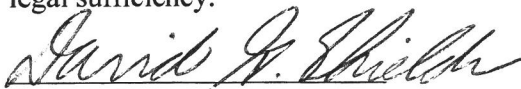
By: 

JOHN HORAN, Chairman

Date: 7/24/18

As authorized for execution by the Board of
County Commissioners at its July 24,
2018, regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

DGS/dre
07/02/18

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