

## LEASE AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the FRIENDS OF THE LAKE WALES MUSEUM, INC., a Florida not-for-profit corporation, hereinafter referred to as the Tenant, and the City of Lake Wales, a Florida municipal corporation, hereinafter referred to as the Owner.

1. PURPOSE:

The purpose of this Agreement is to provide a private/public partnership for the administration of the Lake Wales History Museum, located at 325 South Scenic Highway, Lake Wales, Florida, and the Lake Wales Historic Corridor lying to the North of the Lake Wales History Museum (the "Facilities") for the benefit of the public.

2. TERM:

That for and in consideration of sum of ten dollars (\$10.00), and the covenants and Agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Owner leases to the Tenant and the Tenant leases from the Owner for an initial term of three (3) years, the Facilities, together with the fixtures situated therein, for a term commencing on the date this Agreement is approved by the Lake Wales City Commission, with the option for renewal for up to two (2) additional one-year terms. Either party shall reserve the right to terminate the lease by giving the other party a One hundred twenty (120) day written notice prior to the end of any term.

3. USE:

(a) The Tenant agrees to manage and administer the Facilities in accordance with the terms of the Operational Agreement between the parties hereto entered into contemporaneously with this Agreement.

(b) All parties agree to comply with the provisions of Title VI and VII of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. Specifically, in carrying out the intent of this Lease Agreement, neither party shall discriminate in any way as to race, creed, or color, nor in any other respect in carrying out the terms of this Lease Agreement which would violate the aforesaid acts.

4. ORDINANCES AND STATUTES:

The Tenant shall comply with all applicable statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by the Tenant.

5. RENT:

No monthly rent shall be paid by the Tenant to the Owner for use of the Facilities. However, the Tenant shall be responsible for all costs associated

with operations and maintenance of the Facilities, which costs shall include telephone, water, sewer, electric, security, property and casualty insurance, and typical maintenance items.

6. SOVEREIGN IMMUNITY:

The Tenant, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or intentional tortious acts which result in claims or suits against the owner, and agrees, only to the extent of its immunity to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the Owner. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Tenant agrees that it is an independent contractor of the Owner and not an agent or employee.

7. GRANT FUNDS AND MONITORING:

a. The Tenant understands that the Facilities are partially financed by Grant funds allocated in the Owner's yearly budget and further understands that any such grant(s) may only be made on a yearly basis and that this lease does not constitute a covenant to budget for yearly grants in the event that funds are unavailable. The Grant for the initial term of this Agreement is in the amount of \$150,000.00.

b. The Tenant will invoice the Owner for the annual contribution on October 1, 2021, and on January 1, April 1, and July 1, 2022. The Tenant will invoice the Owner in similar fashion during the continuing term(s) of this Lease.

9. PEST EXTERMINATION:

The Tenant is responsible for necessary pest extermination services for the facility.

10. REPAIRS:

(a) The Tenant is responsible for all repairs, especially those which are necessitated by neglect or abuse by visitors to the Facilities. The Owner will be responsible for those repairs which exceed a cost of \$5,000.00.

(b) The Tenant agrees to promptly report to the Owner any damages or needed repairs and to pay for loss or damage resulting from neglect or abuse by Museum visitors.

(c) The Tenant shall be responsible for removal from the facility of garbage, trash, and refuse and shall provide janitorial services on a daily basis.

(d) Upon termination of this Agreement, the Tenant shall return the premises

to the Owner in the same condition as when received, normal wear and tear excepted.

11. MAINTENANCE:

(a) The Tenant accepts the premises in the condition they are in at the beginning of this lease, and agrees to maintain said premises in the same condition, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to the Owner immediately upon demand, any damage to water apparatus, or electric lights or any other fixtures, appliances, or appurtenances of said premises, or of the building caused by any act or neglect of any person or persons in the employment of, or under the control or supervision of the Tenant.

(b) Other than for the purpose of changing exhibits, the Tenant shall not make internal or external renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the written consent of the Owner. All permanent fixtures are to remain with the building.

(c) The Tenant shall be responsible for reimbursement to the Owner for any and all losses or damages to property and/or equipment resulting from the programs of the Tenant. The Tenant shall be charged for time and material by the Owner for any and all maintenance and repairs performed by the Owner or by third parties at the request of the Tenant. This payment will be due and payable on the first day of the calendar month following the completion of the subject work.

(d) The Tenant will be responsible for regular scheduled lawn and landscape maintenance. The Owner will be responsible for mowing the grass in the historic corridor.

12. INSURANCE:

(a) The Owner shall maintain Comprehensive General Liability coverage as is maintained by Owner for its other properties.

(b) The Tenant shall maintain at all times the following minimum levels of Insurance and; shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

1. Worker's Compensation – in compliance with State and Federal laws.
2. Comprehensive Automobile Liability—\$1,000,000.00 combined single limit liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

(c) The Tenant shall provide to the Owner original Certificates of Insurance satisfactory to the Owner to evidence such coverage before occupancy of the building commences.

(d) All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

(e) The Tenant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the Owner. Such certificates of insurance shall provide that there shall be no termination, non-renewal, modification or expiration of such coverage without forty-five (45) calendar days prior written notice to the Owner. In the event of any failure by the Tenant to comply with these provisions; the Owner may, at its option, purchase such insurance at the Tenant's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Tenant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

13. DAMAGE BY FIRE OR OTHER CASUALTY:

(a) If the property is damaged by fire or other casualty to such an extent that it is rendered untenable in whole or in part, the Owner shall have the option to cancel the lease, or repair the property to substantially its former condition.

(b) The Owner shall give notice of its election to the Tenant within thirty (30) days after the occurrence of such damage, and if the Owner shall elect to repair the property, the Owner shall include in the notice a good faith estimate of the date upon which such repairs shall be completed.

14. NOTICE:

All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery, or express courier, and shall be effective upon receipt. Notices shall be sent to the parties at the addresses set forth below or such other address as provided to the parties by written notice delivered in accordance with this section.

Notice to Tenant.:

FRIENDS OF THE LAKE WALES MUSEUM, INC.  
325 South Scenic Highway  
Lake Wales, FL 33853  
Attn: \_\_\_\_\_, its President

Notice to Owner:

City of Lake Wales  
City Manager  
PO Box 1320  
201 Central Ave., W.  
Lake Wales, FL 33859-1320

15. **BANKRUPTCY:**  
If the Tenant shall become insolvent or if bankruptcy proceedings shall begin by or against the Tenant before the end of the lease term, the Owner is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for default. No receiver, trustees, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Agreement.
16. **DEFAULT:**  
It is expressly understood between the Owner and the Tenant that at any time in the event the Tenant is declared in default of any provision(s) contained herein that the Owner shall be entitled, at its option, to terminate the parties interest hereunder, whether during the initial lease term or during any extension thereof.
17. **WAIVER:**  
No failure of Owner to enforce any term hereof shall be deemed to be a waiver.
18. **ASSIGNMENT:**  
Neither party hereto shall attempt to assign any part of this Agreement nor any responsibility or liability provided in this Agreement to a third party without the mutual written consent of both parties.
19. **ENTIRE AGREEMENT:**  
Other than as provided in the Operating Agreement previously referred to in paragraph 3(a), above, between the parties hereto, this lease contains the entire Agreement between the parties and may be modified only by an addendum to this Agreement or by a new Agreement in writing signed by the Owner and the Tenant.
20. **AUTHORITY:**  
The parties hereto acknowledge and affirm that all steps required to provide authority for entry into this Agreement have been accomplished and the individuals who execute this Agreement are duly authorized to bind the respective parties.

In witness whereof, the parties have hereunto set their hands and seals this \_\_\_\_\_  
day of 2021.

ATTEST:

LAKE WALES CITY COMMISSION

\_\_\_\_\_  
Jennifer Nanek, CMC, City Clerk

By: \_\_\_\_\_  
Eugene Fultz, Mayor

Signed Sealed and delivered in  
the presence of:

FRIENDS OF THE LAKE WALES  
MUSEUM, INC.,

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Brandon Alvarado, President

\_\_\_\_\_  
(Witness)