

LEASE

This Lease entered into this ____ day of January, 2021, between the **CITY OF LAKE WALES**, a Florida municipal corporation, hereinafter referred to as Lessor or lessor, and **LAKE WALES CHARTER SCHOOLS, Inc.**, a not for profit corporation organized under the laws of the State of Florida, having its principal place of business at 130 E. Central Ave, Lake Wales, FL 33853, herein referred to as Lessee or lessee.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE DESCRIPTION OF PREMISES

Lessor leases to lessee and lessee does hereby rent and take possession as lessee of the downstairs portion of the municipal facility of the City of Lake Wales commonly known as the Albert Kirkland Sr. Gymnasium, located at 409 N. 3rd Street, Lake Wales, Florida 33853. A drawing showing the extent of the premises let hereby is attached hereto as Exhibit "A". Lessor hereby grants to Lessee, and its employees, agents, and invitees, the right to enter the grounds and building on the property in order to access the premises.

SECTION TWO PURPOSE

Lessee represents that such premises are being rented for the purpose of classrooms and for no other purpose whatsoever without the written consent of the lessor, for an initial one (1) year term beginning on January ____, 2021. The Lessee shall have the option to renew for an additional one (1) year term upon the expiration of the initial term. It is the parties' initial understanding that lessee's usage during the school year shall be generally between the hours 7:00 am to 5:00 pm., Monday through Friday.

SECTION THREE QUIET ENJOYMENT

Lessor agrees to permit said lessee, upon faithful performance of the terms and covenants of this lease, to peaceably and quietly have, hold, and enjoy the use of said premises for the purpose and for the term aforesaid.

SECTION FOUR ACCEPTANCE OF LESSEE

Lessee has inspected and knows the condition of the premises and accepts the same in their present condition.

SECTION FIVE RENT

Lessee shall pay to said lessor, at lessor's office, at City Administration Building, for the use of said premises and facilities the sum of One Dollar (\$1.00) per year during the term of this Lease.

**SECTION SIX
SURRENDER OF PREMISES**

Lessee shall quit and surrender the demised premises and all permanent affixed equipment contained therein to lessor at the end of the aforesaid term in the same condition as of the date of the commencement of this Lease, except for ordinary use and wear thereof and damage by fire, wind or other casualty.

**SECTION SEVEN
TERMINATION**

This lease may be canceled and terminated by either party giving a written notice of the intent to terminate to the other party sixty (60) days prior to the effective date of the termination.

**SECTION EIGHT
EMPLOYEES OF LESSEE**

Staff and personnel, if employed by lessee, are employees of lessee, and lessee is responsible for payment of all elements of worker's compensation, including but not limited to salary, unemployment insurance, social security, and withholding taxes.

**SECTION NINE
INDEMNIFICATION**

The Lessee qualifies for sovereign immunity status. Subject to the provisions and monetary limitations of sovereign immunity prevailing during the term of this Lease, Lessee shall hold harmless and agrees to defend Lessor from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from Lessee's use of the premises. Lessee shall indemnify and hold harmless the Lessor, its elected and appointed officials, and its employees and agents from any and all liabilities, claims, suits, losses and expenses, including reasonable attorney's fees and court cost, arising out of or in the course of this Lease which is caused in whole or in part by and any act of the Lessee or anyone directly or indirectly employed by the Lessee. Lessee further covenants and agrees that the indemnification provided for hereby shall apply to any use in any way related to or arising from the use of the premises by the lessee, its patrons, guests, members, employees, volunteers, counselors, invitees, or others who may be participating in or in any way involved in the activities or programs provided by the lessee.

**SECTION TEN
DAMAGE TO PREMISES**

If the premises or any portion of the building or any equipment contained therein during the term of this Lease shall be damaged by the act, default, or negligence of lessee, or of lessee's agents, employees, patrons, guests, or any person admitted to the premises by lessee, ordinary wear and tear and damage caused by fire, wind, or other casualty excepted, lessee will pay to lessor upon demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

**SECTION ELEVEN
LOSS OF EQUIPMENT**

Any equipment entrusted to the care of lessee or on the demised premises during the term of this Lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of lessee. Lessee shall be responsible to pay full replacement costs to lessor.

**SECTION TWELVE
UTILITIES AND SERVICES**

Lessor shall furnish and pay for all existing electricity, water, garbage removal or utilities used in or assessed against the premises, unless otherwise herein expressly provided.

**SECTION THIRTEEN
ASSIGNMENT**

Lessee shall not assign this Lease without the express written consent of lessor, nor suffer any use of the premises other than herein specified.

**SECTION FOURTEEN
ATTORNEY'S FEES**

There shall be no entitlement to an award of attorney's fees, costs, or other expenses in any litigation, including breach, enforcement or interpretation, arising out of this Lease.

**SECTION FIFTEEN
STAFF**

Lessee understands and hereby specifically agrees that lessor does not furnish any staff not otherwise provided for in this Lease.

**SECTION SIXTEEN
DAMAGE TO BUILDING**

In case said building or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Lease by lessor impossible, including without limitation thereto, requisitioning of leased premises by the United States government or any arm or instrumentality thereof, then and thereupon this Lease shall terminate and lessee shall pay rental for said premises only to the time of such termination, at the rate herein specified, and lessor hereby waives any claims for damages or compensation should this Lease be so terminated.

**SECTION SEVENTEEN
EVACUATION OF BUILDING**

Lessor reserves the right to evacuate the building during any activity in progress when it is deemed necessary for the safety of the general public.

**SECTION EIGHTEEN
INSURANCE AND PUBLIC LIABILITY**

During the term of this Lease, lessee shall obtain, pay all premiums for, and furnish certificates to lessor for, insurance as specified herein:

- (1) Public liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of liability incurred by the parties in the performance of the terms of this Lease when such liability is imposed on account of injury to or death of a person or persons, such policy to provide limits on account of any accident resulting in injury or death to one or more persons of not less than One Million Dollars (\$1,000,000.00). Lessee shall also maintain a public liability umbrella policy in the amount of not less than One Million Dollars (\$1,000,000.00).
- (2) Lessee shall maintain insurance against loss, damage or destruction by fire or other casualty, including theft, vandalism and malicious mischief, and all matters covered by a standard extended coverage endorsement, insuring the premises and all improvements thereon for not less than their full insurable replacement cost.

All such insurance contracts shall name lessor and lessee, as their interests appear, and shall inure to the benefit of lessee and lessor and their officers, agents, elected officials, representatives, or employees. Such insurance contracts shall be with companies acceptable to lessor and they shall require thirty (30) days prior written notice to both parties hereto of any cancellation.

SECTION NINETEEN MAINTENANCE AND REPAIRS

The premises is leased in its "AS IS" condition and the lessor makes no express or implied warranties as to fitness for the proposed use. It is understood between the parties hereto that it is not the intent of the lessor to maintain and repair the facilities and there is no duty to do so. The lessor cannot and does not guarantee that maintenance and repairs can be or will be made. The lessor may provide for the care and maintenance of the grounds, driveways, sidewalk, parking areas, lawns, landscaping and the building as funds are available therefor. The lessee shall be responsible for routine maintenance and cleaning of and repairs to the interior and exterior of the **structure located on the leased premises**. The lessee shall reimburse the lessor for repairs to the facilities necessitated by the use or damage by the lessee or its employees or invitees. The lessee will not make any major improvements, remodeling, or additions to the facilities without obtaining the lessor's prior written consent.

SECTION TWENTY BINDING EFFECT

All terms and conditions of this Lease shall be binding on the parties, their heirs and/or their successors or assigns. Said terms and conditions cannot be waived by any oral representations or promise of any agent or other person in any manner connected with the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents on behalf of the applicable party to this Lease.

There are no other documents pertaining to this Lease outside of what is contained herein and none will be added without express written consent of both parties.

In witness whereof, the parties have executed this Lease at Lake Wales, Florida, as of the day and year first above written.

**SECTION TWENTY ONE
TAXATION**

In the event that *ad valorem* taxes are assessed against the premises due to lessee's use and occupancy of same, lessee shall pay all such taxes, and any other taxes assessed due to lessee's use and occupancy of the premises.

(Execution on following page of lease)

Signed, sealed and delivered
in the presence of:

Witness #1: sign name above
Print Name: _____

Witness #2: sign name above
Print Name: _____

City of Lake Wales, a Florida municipal
corporation

By: _____
Print Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Witness #1: sign name above
Print Name: _____

Witness #2: sign name above
Print Name: _____

Lake Wales Charter Schools, Inc., a Florida not
for profit corporation

By: _____
Danny Gill, as Chairman

Exhibit A

