

## **LEASE AGREEMENT**

This LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), at Venice, Florida, by and between the CITY OF VENICE a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "Lessor," and SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Lessee."

### **1. DESCRIPTION OF PREMISES**

Lessor leases to Lessee and Lessee rents from Lessor, the real property located in Venice, Florida, described as Hamilton Commercial Condominium Units A, B, C1, C2, D, E, and F, comprising approximately 9,475 square feet, and the common area identified in Condominium Book 27, Page 7A. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

### **2. USE AND OCCUPANCY OF PREMISES**

Lessee shall use and occupy the Premises for the sole purpose of a public library and said library facilities shall be available to the general public.

### **3. TERM**

The initial term of this Lease shall be for three (3) years, commencing on the date of execution as set forth herein. Lessee shall have the option to renew this Lease and extend the lease term for two (2) additional one (1) - year periods. In order to exercise said option, the Lessee must not be in default under any of the terms and conditions of this Lease.

Lessee shall exercise said options by delivering written notice to the Lessor of its intention to renew no later than six (6) months prior to the expiration of the then current lease term. The terms and conditions of the Lease shall remain unchanged during any renewal period. Should the Lessee require the use of the Premises for a temporary library beyond the foregoing described time frames, then Lessor agrees to allow Lessee to continue the occupancy as a month-to-month tenancy provided that Lessee notifies Lessor of such necessary continued use at least sixty (60) days prior to the end of last renewal period described above. Such month-to-month tenancy shall be subject to the ability of either party to terminate with written notice of termination being delivered at least thirty (30) days prior to the effective termination date. Otherwise, the terms and conditions of the Lease shall remain unchanged during such month-to-month tenancy .

#### **4. RENT**

The total annual rent under this Lease shall be ten dollars (\$10.00) per year payable in advance by Lessee to Lessor, on the effective date of this Lease and thereafter on the anniversary of the effective date of this Lease during each year of the lease term. There shall be no security deposit owed by Lessee under the terms of this Lease.

The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the Premises which may arise or become due during the term of this Lease shall be paid by Lessee unless otherwise provided for herein.

## **5. WARRANTIES OF TITLE AND QUIET POSSESSION**

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease.

## **6. WASTE AND NUISANCE PROHIBITED**

During the term of this Lease, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises. In addition, Lessee shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose.

## **7. ABANDONMENT OF PREMISES**

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, Lessee shall remove any and all personal property belonging to Lessee within thirty (30) days of being notified in writing by Lessor of any personal property remaining within the Premises. Any personal property remaining in the Premises beyond that time frame shall be deemed to be abandoned by Lessee

## **8. LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of performing required alterations, additions, or repairs. Lessor may, in connection with such

alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment on the Premises without any reduction of rent and without incurring any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises.

## **9. SUBLETTING AND ASSIGNMENT**

Lessee shall not assign this Lease, or any interest in this Lease, or sublet the Premises, or any part of the Premises, or any right or privilege appurtenant to the Premises. Notwithstanding the foregoing, Lessor recognizes that Lessee partners with others on library-related matters and nothing in the foregoing shall be construed to limit that ability of Lessee to invite such groups to utilize the Premises for such library-related purposes under the control and supervision of Lessee.

## **10. UTILITIES**

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, internet service, and other public utilities that County has furnished to the Premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises. Lessee, at its sole cost and expense, shall be responsible for providing any and all infrastructure necessary in order to provide internet access to the building on the Premises. In addition, and subject to Lessor's approval, Lessee shall, at its sole cost and expense, install a security system for the building on the Premises

and pay all costs and expenses associated with the security services. Lessor shall have no responsibility of any kind for any of such costs and expenses.

## 11. NOTICES

All notices, demands, or other writings given pursuant to the provisions of this Lease shall be made in writing and delivered personally to the person to whom the notice is given or deposited in the United States mail, postage prepaid, and addressed to such person as follows:

TO LESSOR: City Manager, City of Venice, 401 West Venice Avenue, Venice, Florida 34285

TO LESSEE: County Administrator, Sarasota County, 1660 Ringling Boulevard, Sarasota, Florida 34236

The address or designated person to which any notice, demand, or other writing may be given to any party mentioned above may be changed by written notice given by the party mentioned above.

## 12. CONSTRUCTION OF IMPROVEMENTS

Lessee shall, at its sole cost and expense, design, construct, complete, and furnish all interior modifications and improvements to the building located on the Premises. In addition, Lessee shall be responsible, at its sole cost and expense, for painting the exterior of the building on the Premises, as well as for providing all signage on the Premises. Subject to compliance with the Lessor's Code of Ordinances, signage may include signs on the exterior of the building and monument signage on the Premises. Further, the Lessee

shall, at its sole cost and expense, be responsible for modifications and construction of any and all improvements to either the interior or exterior of the Premises in order to achieve compliance with the Americans with Disabilities Act including, but not limited to, signage and alteration of parking spaces on the Premises. In the event Lessee desires to enhance the landscaping on the Premises, any such enhancement shall be subject to the approval of Lessor and shall be completed at the sole cost and expense of Lessee.

Any and all construction activities shall be performed by Lessee in accordance with the plans and specifications to be approved by Lessor prior to commencement of permitting and construction and such approval shall not be unreasonably withheld by Lessor. All construction activities must receive all required permits prior to commencement. Lessor shall, to the extent possible, expedite the processing and approval of any and all permit applications filed with Lessor by Lessee in connection with any improvements on the Premises.

Any construction or installation shall be at the sole risk of Lessee and shall be in accordance with all applicable state and local codes and laws and subject to inspection by the Lessor.

Lessor shall, at its sole cost and expense, be responsible for the repair or replacement of the roof of the building on the Premises and any air conditioning units or associated duct work in the building on the Premises; however, any air conditioning duct work necessitated in order to accommodate modifications to the interior of the building on the Premises shall be performed at the sole cost and expense of Lessee.

### **13. REPAIRS AND MAINTENANCE OF IMPROVEMENTS**

Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the interior of the Premises in good, sanitary, and neat order, condition and repair, including, but not limited to, all janitorial services, and restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

Lessor shall throughout the term of this Lease, at its own cost, and without any expense to Lessee, keep and maintain the building systems including, but not limited to, the roof of the building, electrical and plumbing service to the building, the building air conditioning systems, as well as the exterior of the Premises, in good, sanitary, and neat order, condition and repair, and restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

### **14. ENVIRONMENTAL INSPECTIONS**

Lessee shall, within ninety (90) days of the execution of this Lease and at its own cost and expense, conduct any and all environmental inspections of the Premises including, but not limited to inspections related to mold, lead paint, and asbestos. Lessor shall provide to Lessee copies of any and all environmental reports related to the Premises in its possession including, but not limited to, those related to mold, lead paint, and asbestos. If Lessee discovers conditions that, in its sole and absolute discretion, are incompatible with the use of the Premises for a public library or conditions that are too

costly to remediate, then Lessee shall have the option to terminate this Lease and be released from all obligations hereunder.

#### **15. ACCESS TO PREMISES**

Lessor shall provide adequate way finding signage to the Premises in order to direct the general public to the Lessee's library facility. Lessor shall also maintain safe and lawful ingress and egress to the Premises. Lessor and Lessee agree to mutually study means and methods for improving ingress and egress to the Premises as needed throughout the term of this Lease.

#### **16. PARKING**

Lessor shall allow the Lessee, including its staff and library patrons, the non-exclusive right to park on the Lessor's parking lot located south of the building located on the Premises and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference. Lessor and Lessee also agree to collaborate on the delineation of additional parking for library purposes and for users of the Venetian Waterway Trail.

Further, subject to the approval of the Florida Department of Transportation and the Lessor's ability to construct and maintain a suitable parking lot, Lessor shall allow the Lessee, including its staff and library patrons, the non-exclusive right to utilize the area under U.S. Highway 41/KMI Bridge for additional parking. The parties hereby acknowledge that any proposed parking lot in this area must maintain the existing fire lane.

## 17. INDEMNIFICATION

To the express limits of Section 768.28, Florida Statutes, Lessee shall indemnify, defend, and hold harmless Lessor against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the Lessee. Notwithstanding any term of this Lease to the contrary, no term of this Lease shall be construed as a waiver of the Lessee's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

To the express limits of Section 768.28, Florida Statutes, Lessor shall indemnify, defend, and hold harmless Lessee against any and all claims, liabilities, losses, and damages whatsoever arising from injury to persons or property occasioned wholly or in part by any negligent act or omission of the Lessor. Notwithstanding any term of this Lease to the contrary, no term of this Lease shall be construed as a waiver of the Lessor's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

## 18. INSURANCE

Lessee shall procure and maintain, during the life of the Lease, special risk property coverage on the Lessee's contents of the Premises, including any improvements made by the Lessee, and liability coverage for damage claims through public use of or arising out of accidents occurring in or around the Premises. All policies required by this Lease, unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease. Insurer(s)

shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees. Notwithstanding the foregoing, Lessor recognizes that Lessee operates a self-insurance risk management program under Section 768.28, Florida Statutes, and Lessee shall have the right to self-insure the obligations under this Lease in accordance with Lessee's self-insurance program and Lessor's rights shall be accordingly protected under such self-insurance plan.

Lessor shall procure and maintain, during the life of the Lease, special risk property coverage on the Premises, including the building on the Premises, and liability coverage for damage claims through public use of or arising out of accidents occurring in or around the Premises. All policies required by this Lease, unless specific approval is given by Lessee, are to be written on an occurrence basis, and for liability policies shall name Sarasota County, its elected officials, officers, agents, and employees as additional insureds as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against Sarasota County, its elected officials, officers, agents, and employees.

## **19. TERMINATION OF LEASE**

At any time following the initial three-year term of this Lease, either party may terminate this Lease early by giving written notice to the other of its intent to terminate at least one hundred eighty (180) days prior to the proposed date of early termination. Otherwise, this Lease may only be terminated upon the material breach of this Lease and the willful failure to correct such breach following written notice of the breach from the other party and a reasonable opportunity to cure the breach. At the termination of this

Lease, all permanent improvements on the Premises of whatever kind of nature including, but not limited to, all buildings and all equipment installed therein which under the laws of the State of Florida is part of the realty, heating and air-conditioning equipment, landscaping, paving, and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of Lessor, shall thereupon become and be deemed to be a part of the Premises and shall be and remain the property of Lessor at the expiration hereof, whether this Lease shall terminate by expiration of its term or by reason of default in the Lessee's performance of all of the terms and conditions hereof. Title to all personal property, furnishings and trade fixtures shall be and remain in Lessee and may be removed from the Premises at any time.

## **20. WAIVER**

The waiver by Lessor of, or the failure of Lessor to, take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

## **21. TIME OF THE ESSENCE**

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

## **22. APPLICABLE LAW AND VENUE**

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

## **23. INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion this Lease.

## **24. RADON GAS**

Florida law requires that the following notice be provided on at least one document, form, or application executed at the time of or prior to execution of a rental agreement for any building: "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 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit".

## **25. SECTION CAPTIONS**

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

## **26. ENTIRE AGREEMENT**

This Lease Agreement contains the entire understanding between the parties and it may be modified only by an agreement in writing signed by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

By:

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John W. Holic, Mayor

ATTEST:

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Lori Stelzer, City Clerk

Approved as to Form and Correctness

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David Persson, City Attorney

SARASOTA COUNTY, FLORIDA

By: -----  
Alan Maio, Chairman

ATTEST

Karen E Rushing, Clerk of  
Circuit Court and Ex Officio  
Clerk of the Board of County  
Commissioners of Sarasota  
County, Florida

By:

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Deputy Clerk

Approved as to Form and Correctness

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Stephen E. DeMarsh, County Attorney