

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this ____ day of October, 2017 ("Effective Date"), between the CITY OF VENICE, FLORIDA, a Municipal Corporation under the laws of the State of Florida, hereinafter referred to as "LESSOR," and AVENIDA DE COLORES, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as "LESSEE."

1. LESSOR leases to LESSEE and LESSEE rents from LESSOR, the real property located at 224 West Milan Avenue in Venice, Florida, described as the westerly 35 feet of Lot 12 and the easterly 30 feet of Lot 13, Block 65, of the Gulf View Section of Venice, comprising approximately 8,147 square feet. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property during the term of this Lease.
2. The term of this lease shall commence on October 25, 2017, and shall expire on November 18, 2017, unless otherwise terminated as provided for herein. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. Notwithstanding any provision to the contrary contained in this Lease, (a) LESSOR expressly reserves the right to require LESSEE to surrender possession of the Premises upon the expiration of the term or upon the earlier termination hereof and the right to assert any remedy at law or in equity to evict LESSEE and/or collect damages in connection with any such holding over, and (b) LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, reasonable attorneys fees incurred or suffered by LESSOR by reason of LESSEE's failure to surrender the Premises on the expiration or earlier termination of this Lease.
3. The total amount of rent to be paid by LESSEE to LESSOR under this Lease shall be ten dollars (\$10.00) payable on the Effective Date. In addition, LESSEE shall pay any applicable sales tax.
4. The LESSEE shall use and occupy the Premises only for the following purposes, which must be strictly related to the LESSEE's planning and organizing (including set-up and take-down) for the Chalk Festival being held in the City of Venice November 10-13, 2017:

Administrative Office
Supply Storage (no fuels or other combustibles permitted)
Temporary Lodging

5. LESSEE shall commit no act of waste and shall maintain the Premises and all improvements thereon in good repair. The LESSEE shall conform to all laws, orders and regulations of the federal, state and municipal governments concerning its use and occupancy of the Premises. Further, the LESSEE shall not make any alterations, additions or improvements to the Premises or the improvements thereon without obtaining the LESSOR's prior written approval.
6. LESSEE shall surrender possession of the Premises upon the expiration or termination of this Lease in as good condition as it was on the Effective Date, reasonable wear excepted, and leave the building on the Premises in "broom clean" condition, and remove all food items, debris, and personal items belonging to Lessee from the Premises. LESSEE shall be solely responsible for reimbursing LESSOR for any costs LESSOR incurs associated with any maintenance, repairs, or removal of items from the Premises related to LESSEE's use of the Premises.
7. The LESSEE shall not at any time be permitted to sublet the Premises or any portion thereof.
8. The LESSOR may enter the Premises at any time for the purpose of inspection and/or repair.
9. The LESSEE shall procure and maintain throughout the term of this Lease the following insurance coverage:
 - (i) General Liability, minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence.
 - (ii) Property insurance for contents owned by LESSEE.
 - (iii) Additional Insured - the City of Venice, its elected officials, officers, agents, and employees shall be named as additional insureds on any liability policy.

The insurance policies shall be primary and written on forms acceptable to the LESSOR and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII.

Certificates of Insurance. The LESSEE shall furnish the LESSOR, prior to the Effective Date, satisfactory proof of coverage of the insurance required. Each insurance certificate should contain a clause substantially as follows:

Should any of the above described policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to:

City Clerk, City of Venice, 401 West Venice Avenue, Venice, Florida 34285.
Certificate Holder: The City of Venice, Florida.

10. LESSEE shall indemnify, defend and hold harmless the LESSOR, its elected officials, officers, agents, and employees, from and against any and all claims, liabilities, losses, and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the LESSEE, its agents, servants, employees, or guests.

11. Any notice given by either party to the other shall be made in writing and shall be delivered in person or by certified mail to the following addresses:

To LESSOR: Ed Lavallee, City Manager
401 West Venice Avenue
Venice, Florida 34285

To LESSEE: Denise C. Kowal, President
Avenida de Colores, Inc.
200 Base Avenue East
Venice, Florida 34285

12. Either party may terminate this Lease at any time and for any reason upon three (3) days written notice to the other party.

13. The LESSOR shall pay for electric, water, sewer and solid waste utility services provided for the Premises and the improvements thereon. LESSOR shall also maintain the exterior grounds of the Premises and the exterior of the improvements thereon.

14. 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".

15. 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.
16. This Lease 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 signed this Lease Agreement at Venice, Florida on the date first above written.

LESSOR
CITY OF VENICE, FLORIDA

By:

ATTEST:

John W. Holic, Mayor

Lori Stelzer, City Clerk

Approved as to Form and Correctness

David Persson, City Attorney

LESSEE

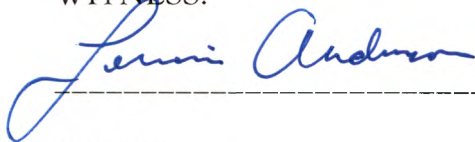
AVENIDA DE COLORES, INC.

By:



Denise C. Kowal, President

WITNESS:



WITNESS:

