

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** November 21, 2023

**Date Submitted:** November 10, 2023

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Allan Meeks, Facilities Manager

**Subject:** Approval to lease property at 2426A Pat Thomas Parkway (Barn)

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### **Statement of Issue:**

This item is presented to the Board for approval of leasing 2426A Pat Thomas Parkway to To Neighborhood Improvements for Better Living (501 C Not for Profit Organizations) to use the barn as a storage area and livestock.

### **Background:**

On January 3, 2023, the Gadsden County Board of Commissioners approved the purchase of fifty-two acres located at Gadsden County Parcel ID# 3-24-2N-4W-0000-00330-0100. This property has approximately a three-acre field with an older horse stable. The area was rented when the property was purchased to house two horses for a monthly fee of \$200.00. The tenant has since moved the horses and no longer leases the area.

Neighborhood Improvements for Better Living has approached the County to rent the space for two hundred dollars (\$200.00) a month to use the space for storage and possible livestock. Neighborhood Improvements for Better Living has distributed home supplies and food to Gadsden County citizens since 2006. Neighborhood Improvements for Better Living was instrumental in facilitating the Farm Share Program in Gadsden County, which has been a success.

### **Analysis:**

Approval of the lease would allow Neighborhood Improvements for Better Living a space for storing goods and possibly having livestock. The lease is a month-to-month lease and would not affect future land use that the Board should desire.

**Fiscal Impact:**

The Impact would be two hundred dollars (\$200.00) monthly paid to the Board of County Commissioners for use of the space in Exhibit A.

**Options:**

1. Approve and allow the Chair to sign all related documents.
2. Disapprove.
3. Board direction.

**County Administrator's Recommendation:**

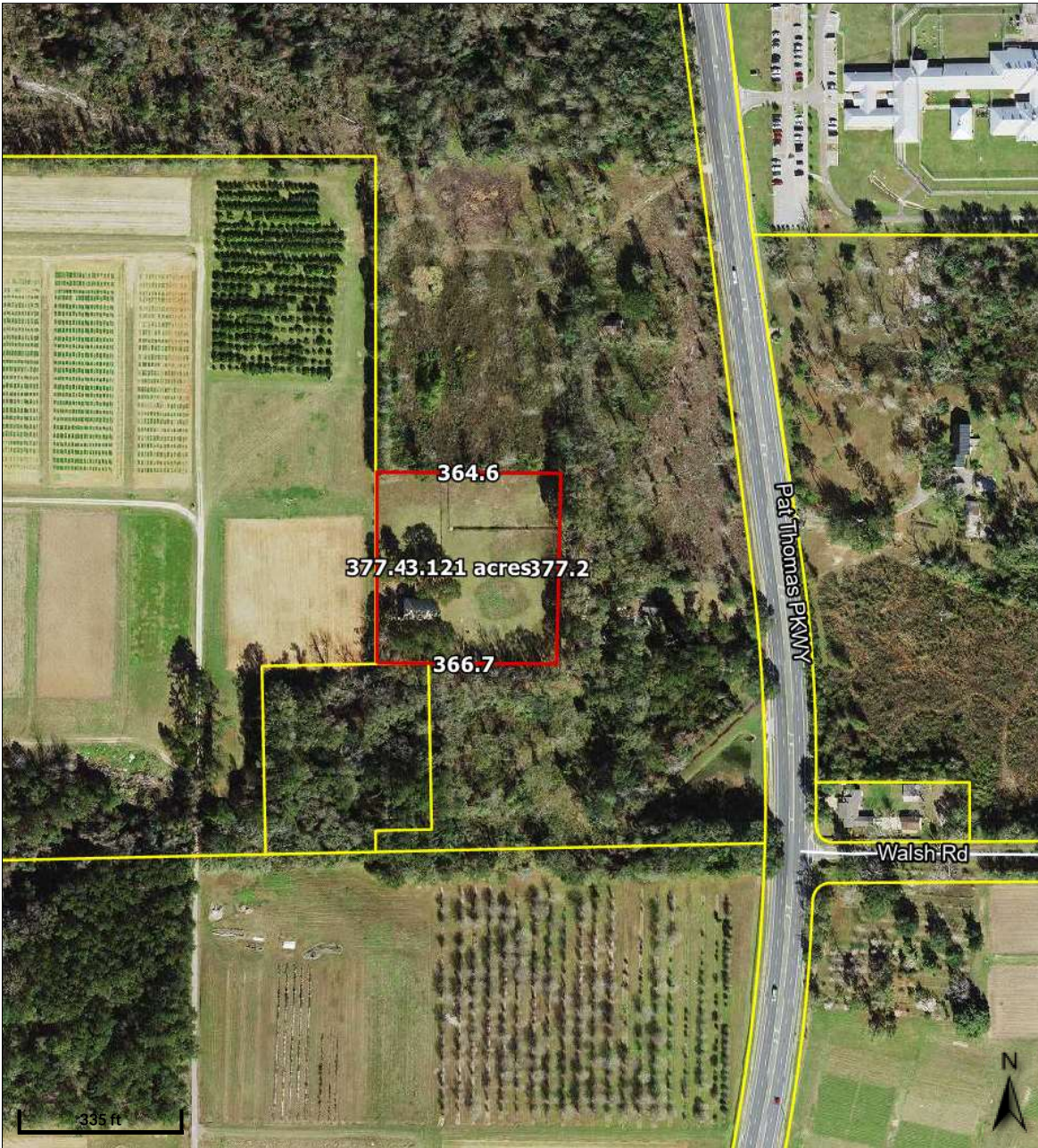
Option 1.

**Attachments:**

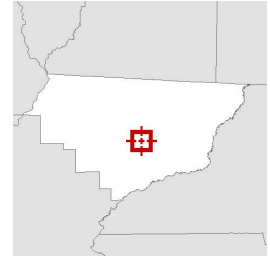
- Exhibit A
- Commercial Lease (Proposal to Lease)
- Lease Agreement



# Gadsden County, FL



### Overview



### Legend

- Parcels
- Roads (Local)
- Roads (Major)
- Streams and Rivers (Large)

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# COMMERCIAL LEASE AGREEMENT

**THE PARTIES.** This Lease Agreement agreed on October 5 2023 is between:

The **Lessor** is a business entity known as Gadsden County Board of County Commissioners with a mailing address of 9 E Jefferson Street, Quincy, Florida, 32351, hereinafter referred to as the "Lessor."

**AND**

The **Lessee** is a business entity known as Neighborhood Improvements for Better Living, Inc with a mailing address of 5498 Greensboro Hwy, Quincy, Florida, 32351, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

**DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the following described property located at 2426 Pat Thomas Highway , Quincy, Florida, 32351.

Additional Description: Building ID 14942; barn and 4+ acres

Hereinafter referred to as the "Premises".

**USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

**TERM OF LEASE.** This Lease shall commence on October 5, 2023, shall continue on a month to month terms, until canceled by either party.

**RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor in the amount of \$200.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

**RENT PAYMENT.** The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 5th of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

**UTILITIES.** The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.



**FURNISHINGS.** The Lessor will not provide any furnishings to the Lessee under this Lease.

**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MAINTENANCE.** The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional



acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**LESSEE'S DEFAULT AND POSSESSION.** In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.



**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

**DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Florida. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

**BANKRUPTCY - INSOLVENCY.** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.



**USAGE BY LESSEE.** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

**AMERICANS WITH DISABILITY ACT.** Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

**RIGHT OF ENTRY.** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

**WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Florida.

**NOTICES.** Notices shall be addressed to the following:

Lessee: Neighborhood Improvements for Better Living, Inc  
5498 Greensboro Hwy, Quincy, Florida, 32351

**AMENDMENT(S).** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.



**SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

**BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

**LESSOR SIGNATURE**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Edward Dixon, County Administrator of Gadsden County Board of County Commissioners

**LESSEE SIGNATURE**

Signature  Date 10/5/2023  
Linda Inge, President

## RENTAL AGREEMENT

THIS AGREEMENT made this 21st day of November 2023 by and between **THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as LANDLORD), and **Neighborhood Improvements for Better Living** (hereinafter referred to collectively as TENANT).

1. **PREMISES:** The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD, the property located at 2426-A Pat Thomas, Quincy, FL 32351.

2. **PURPOSE:** This unit shall be used as not-for-profit, storage, agriculture, and no single-family residence. No other purposes shall be permitted on the premises.

3. **TIME AND TERMS:** This Lease shall commence on **November 21, 2023** and continue month to month, upon the following terms and conditions:

Rent shall be payable at the rate of **\$200.00** per month. The parties acknowledge that the first and last month's rent of \$200.00 each shall not be required to be remitted to LANDLORD in advance of TENANT'S lawful occupancy of the premises as consideration for the execution of this lease agreement.

The monthly rental payments are due on the **1st** day of each month, payable in advance, and Tenant(s) shall be jointly and severally liable for payment of such monthly rental payments. Rental checks are to be made payable to LANDLORD and mailed/delivered to the Gadsden County Facilities Department, 410 East Jefferson Street, Quincy, Florida 32351, or at such other places as the LANDLORD shall designate, to arrive no later than that date. In the event any rental payment shall be remitted three (3) days or more after the date due TENANT shall remit to LANDLORD in addition to such payment a sum equal to five percent (5%) of the past due amount.

4. **UTILITIES, REPAIRS, REPLACEMENT OF AND ALTERATIONS:** TENANT agrees to pay all charges for heating, air conditioning, water, gas, electricity, cable, and other utilities used by the demised premises. TENANT agrees that by occupying the leased Premises, TENANT has accepted the same to be in good repair and has accepted the Premises in an "as is" condition unless otherwise provided for in this Lease. TENANT shall, at its own expense, be responsible for all maintenance and repair of the Premises, and shall keep the Premises in good repair, ordinary wear and tear excepted, including repairing mechanical devices and improvements in place at the time of commencement of this Lease Agreement, or installed by the LANDLORD during the term of this Agreement including, but not limited to, electrical fixtures and wiring, air conditioning, locks, interior painting, door and window frames, glass, the exterior of the Premises, including the roof, foundation and structural portion and landscaping thereof. The LANDLORD shall not be responsible for the repair, replacement or any other alterations to the premises or the appurtenances thereto. This provision shall be strictly construed against the LANDLORD being responsible for any repairs and TENANT fully acknowledges that Lessor shall not make any repairs or replacement of any equipment, walls, doors, roofs, HVAC or any other maintenance related improvements throughout the course of this agreement. All repairs shall be the sole and exclusive responsibility of the TENANT.



a. If the LANDLORD provides notice to the TENANT that an item for which the TENANT is responsible is in need of repair or replacement, and the TENANT is unable to repair or replace such item within such thirty (30) day period, then the LANDLORD may repair or replace such item, at its expense, subject to full reimbursement by the TENANT. In the event the TENANT fails to make such repair, replacement or improvement and/or the LANDLORD is required to make any such repair, replacement or improvement at its own expense, the LANDLORD shall have the option to:

- i. Require the TENANT to surrender the Premises to the LANDLORD in a condition equal to that existing at the time of commencement of this Agreement, ordinary wear and tear excepted;
- ii. Any such property which TENANT fails to remove shall be disposed of by the LANDLORD and the LANDLORD shall not be responsible for any loss or damage thereto.

b. The TENANT may make improvements to the Premises upon the prior, written approval of the LANDLORD. All improvements made by TENANT to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LANDLORD upon installation.

c. All partitions and appliances placed in the Premises by the LANDLORD shall remain the property of the LANDLORD at all times during and after the term hereof.

d. Cleanliness of Premises. The TENANT will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash or Hazardous Substances (as defined below) in the Leased Premises or in or around the building of which the Premises form a part. The TENANT shall immediately notify the other and appropriate government agencies and authorities having jurisdiction if a release of Hazardous Substances occurs and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance.

e. Hazardous Waste. The TENANT shall not cause or permit any Hazardous Substance (as hereinafter defined) on the Premises. As used herein, "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including without limitation, (i) any substance, chemical, or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable environmental laws, (ii) any other federal, state, or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and pursuant to any environmental, health and safety of the occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs (v) leaded paint, and (vi) asbestos. Notwithstanding the foregoing, to the extent that any Hazardous Substance is regulated by law to be allowed in restricted permissible quantities, the presence of no more than such permitted quantities applied or used in a legally permitted manner shall not be a violation of the foregoing restrictions concerning the use and storage of such substances.

f. Any and all repair, replacement, or maintenance of gas or propane tanks and the costs associated therewith shall be the sole responsibility of the TENANT. TENANT shall ensure that all gas lines and tanks are kept in good, safe, and working order and that all appropriate local, state, and federal laws, guidelines, and provisions are complied with throughout the term of this lease.

**5. INDEMNITY AND INSURANCE:** TENANT agrees to insure his personal property on the demised premises as well as any personal property owned by the LANDLORD and agrees to save LANDLORD harmless from and indemnify LANDLORD against any and all claims for injury, loss or damage, of whatever nature (i) caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of TENANT or anyone claiming under TENANT (including, but without limitation subtenants, invitees, employees, contractors of TENANT or his subtenants), no matter where occurring or (ii) occurring upon or about the demised premises, no matter how caused. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. If TENANT or anyone claiming under TENANT or the whole or any other part of the property of TENANT or anyone claiming under TENANT shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by LANDLORD or LANDLORD'S agents.

**6. EMINENT DOMAIN:** LANDLORD reserves to himself, and TENANT assigns to LANDLORD, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or any quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignment as may be reasonably required by LANDLORD in any proceeding for the recovery of such damages if that may be recovered in such proceeding. It is agreed and understood, however, that LANDLORD does not reserve to himself, and TENANT does not assign to LANDLORD any damages payable for business losses compensable at law or movable trade fixtures installed by TENANT or anybody claiming under TENANT at its own cost and expense.

**7. LIABILITY AND INSURANCE:** The TENANT hereby agrees to indemnify and save harmless the LANDLORD from any damages to property or injury to persons resulting from the TENANT'S use of this property. Lessee shall provide liability and casualty insurance coverage pursuant in the amount of a minimum of \$1,000,000.00 per occurrence and shall add the Lessor as a named insured to such policy. Such insurance shall remain in force during the entirety of this lease agreement and proof of obtaining said insurance and of the Board of County Commissioners being listed as a named insured shall be a necessary prerequisite to taking possession of the leased premises. The County Administrator or his/her designee shall be responsible verifying that the provisions of this section are strictly complied with prior to taking of possession by the Lessee. Failure to obtain such insurance coverage as provided herein shall constitute a breach of the lease agreement and entitle the Lessor to immediate termination of the lease without notice and the Lessee agrees to fully indemnify and hold harmless Lessor against any such claims as they may arise from time to time during a period wherein the Lessee does not



carry the requisite insurance required by this section. Lessee shall provide worker's compensation and unemployment compensation for its employees as required by law.

**8. USE OF PROPERTY:** Said property is leased for the purpose(s) shown in Paragraph 2 above, and TENANT may install fixtures used in connection with that purpose and may remove same but shall make all such repairs as are necessary to leave the property in as good a condition as received, normal wear and tear being excepted. Major alterations to any structural, plumbing, HVAC or electrical systems shall require LANDLORD'S approval in writing. Any sublease or assignment of this lease shall likewise require LANDLORD'S prior written approval.

**9. ATTORNEY FEES & LIMITATION ON DAMAGES:** In the event of any action or proceeding brought by either party against the other under this Lease, only the LANDLORD shall be entitled to recover all costs and expenses including attorney's fees in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees. TENANT shall not be entitled to recover for prevailing party attorney's fees, consequential damages, expectation damages or any other form of special damages permitted or allowed by law.

**10. TIME:** Time is of the essence of this lease and each and all of its provisions in which performance is a factor.

**11. MISCELLANEOUS CONDITIONS:** (1) TENANT agrees to maintain the leased premises, making all repairs necessary to daily maintenance and normal utilization of the premises, and will leave the premises in as good a condition as received, excepting reasonable wear and tear, fire, hurricane, or other acts of God, and necessary repairs to the roof; (2) All utilities, electricity, water, and the like are to be paid for by TENANT, as well as all taxes, fees, and the like as are necessary for the conduct of TENANT'S business; (3) LANDLORD is to pay property taxes and carry fire, extended coverage, vandalism and other perils insurance on the building; (4) TENANT shall carry insurance on the contents of the building, and business liability insurance and fire legal liability insurance as outlined in Paragraph 7; (5) The property is to be used for the purposes indicated in Paragraph 2 of this Agreement only. The TENANT shall not commit or allow to be committed any waste on the premises, nuisance, nor shall it use or allow the premises to be used for an unlawful purpose or any purpose other than as specified in Paragraph 2 herein. (6) TENANT shall be responsible for pest control.

**12. TENANT'S DEFAULT:** The following events are considered events of default by TENANT under this lease: (a) TENANT fails to pay any installment of rent due under this lease, and the failure continues for 5 days; (b) TENANT fails to comply with any term or covenant of this lease, other than the payment of rent, and does not cure the failure within 10 days after written notice of the failure to TENANT; (c) TENANT makes an assignment for the benefit of creditors; and/or (d) TENANT deserts or vacates any substantial portion of the premises for 5 or more days.

**13. LANDLORD'S REMEDIES IN EVENT OF TENANT'S DEFAULT:** If any default specified in §12 occurs, LANDLORD may pursue one or more of the following remedies:

(a) without notice to TENANT, LANDLORD may terminate this lease, in which event TENANT must immediately surrender the premises to Landlord. TENANT will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to relet the premises on satisfactory terms or otherwise; (b) LANDLORD may enter on and take possession of the premises; relet the premises on the terms LANDLORD considers advisable; and receive the rent for the reletting. TENANT will, on demand, pay LANDLORD any deficiency that may arise by reason of reletting; (c) LANDLORD may enter the premises and do whatever TENANT is obligated to do under the terms of this lease to correct the default. TENANT will, on demand, reimburse LANDLORD for any expenses that LANDLORD incurs in effecting compliance with TENANT's obligations under this lease in this manner, and TENANT further releases LANDLORD from liability for any damages resulting to TENANT from such an action. No reentry or taking possession of the premises by LANDLORD may be construed as an election on its part to terminate this lease unless a written notice of the intention is given to TENANT. Notwithstanding any reletting or reentry or taking possession, LANDLORD may at any time thereafter terminate this lease for a previous default. The loss or damage that LANDLORD may suffer in terminating this lease, or the deficiency from any reletting as provided above, includes the expense of repossession.

14. **ACCELERATION/TERMINATION**: Should the TENANT fail to pay any installment of the monthly rental amount when due, LANDLORD reserves the right to immediately demand due all rental payments for each month remaining on the current lease agreement and/or terminate the lease. LANDLORD shall, in its absolute discretion, have the opportunity to terminate this lease with sixty [60] days written notice to TENANT at TENANT'S address set forth herein or at any other address that TENANT shall designate in writing.

15. **NO SET-OFF OF RENT PAYMENTS**: In the event that TENANT incurs expenses or undertakes repairs to the leased premises without the express written consent of the landlord prior to commencement of said repairs, TENANT shall in no way be allowed to deduct or set-off costs and expenses associated with said repairs from the monthly rental payment nor shall TENANT be entitled to a credit against the rental amount for the cost of said repairs.

16. **EXTENSION**: This Agreement may be extended at the option of the LANDLORD for an additional period upon such terms and conditions as the parties may subsequently agree in writing.

17. **BINDING EFFECT**: This lease shall be binding on the parties hereto, their successors and assigns.

18. **ENTIRE AGREEMENT**: The terms and conditions contained herein represent the entire agreement between the LANDLORD and TENANT. No oral representations or other negotiations shall be construed as altering this agreement. No amendments or changes in either party's obligations under this agreement, except pursuant to a written amendment to lease signed by both parties and no actions undertaken by the LANDLORD constitutes a waiver of any of the rights, conditions and provisions contained herein.



**TENANT:**

**Neighborhood Improvements for Better Living**

\_\_\_\_\_  
Linda Inge

**NICHOLAS THOMAS  
CLERK OF CIRCUIT COURT**

**BOARD OF COUNTY COMMISSIONERS,  
GADSDEN COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman