

LEASE

1180 WEST WASHINGTON ST.

This Agreement, made this 12th day of September, 2022, between PALMER PROPERTIES, INC., as Lessor, and the WILDERNESS COAST PUBLIC LIBRARIES OF JEFFERSON, WAKULLA AND FRANKLIN COUNTIES, STATE OF FLORIDA, as Lessee.

WITNESSETH, that the parties do hereby agree and stipulate as follows:

ARTICLE I

1.1 The description of the leased premises is three front rooms at 1180 West Washington Ave. in Monticello FL 32344 further identified as offices 1, 2, 3, 5 and use of the common area as outlined in Exhibit "A".

1.2 This lease shall commence at 12:01 AM on September 1, 2022 and terminate at 11:59 PM on August 31, 2023.

1.3 Lessee does hereby agree to pay monthly rental to Lessor in advance and on or before the tenth (10th) day of each consecutive month throughout the term of this lease agreement as follows:

a) For months 1 through 12, the Lessee shall pay to the Lessor the sum of \$1,600.00 per month. If Lessor extends lease for an additional year the rent will be \$ 1,600.00 for 13th through 24th month.

b.) This lease will automatically renew for a period of one year after expiration of the original term of this lease unless Lessee notifies Lessor of their intent to vacate the property by August 1, 2023. All other terms, covenants and conditions of the renewal lease shall be the same as those herein.

c) The Lessor has deposited \$500.00 as a security deposit for any damages sustained for which Lessee would be responsible under the terms of this lease agreement.

d) It is the intent of the parties that this lease shall be a net lease to Lessor. Lessee is tax exempt and has provided a letter to that effect.

e) If Lessee funding thru the State of Florida is terminated, Lessee may terminate the lease with 60 days notice to the Lessor. Additionally, the Lessor may terminate this lease by providing Lessee 60 days notice.

ARTICLE II

2.1 The premises shall be used as a library office and related purposes. Lessee agrees to restrict its use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of Lessor.

ARTICLE III

3.1 Lessee agrees not to use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold on the premises, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and interior building.

ARTICLE IV

4.1 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 an unlawful purpose.

ARTICLE V

5.1 Lessor shall pay for all utilities furnished the premises for the term of this lease, including electricity, sewer, water, and garbage pick-up. Lessor shall pay for ad valorem taxes, and pest control of the premises.

5.2 Lessor shall pay for cleaning of the premises.

ARTICLE VI

6.1 Lessor shall maintain and keep the premises in good repair. Lessor shall maintain in good condition the building roof, exterior, central heat and air conditioning, bathrooms, and plumbing.

ARTICLE VII

7.1 Lessor represents that the premises are in fit condition for use as a library administrative office. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee agrees to surrender the premises to the Lessor at the end of the lease term, if the lease is not renewed, allowing for reasonable use and wear, and damage by acts of God, including fire and storms.

ARTICLE VIII

8.1 Partial destruction of the leased premises shall not render this lease void or terminate it except as herein provided.

8.2 If the premises are partially destroyed during the term of this lease, Lessor shall repair them, when such repairs can be made in conformity with local, state, and federal laws and regulations, within 60 days of the partial destruction. Rent for the premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the premises. If the repairs cannot be made so within the time limited, Lessor has the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided for herein. If the repairs cannot be made so in 60 days, and if Lessor does not elect to make them within a reasonable time, either party to this lease has the option to terminate the lease.

ARTICLE IV

9.1 Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so.

ARTICLE X

10.1 Lessee shall have no right to modify or alter the property without the written consent of the Lessor.

10.2 Upon written consent of Lessor, Lessee may install fixtures in the property leased herein.

10.3 Lessee will not make or suffer any unlawful, improper or offensive use of the premises. Lessee's use shall be limited to that of a library administrative office and attendant functions and Lessor may inspect the leased property at any reasonable time to ensure compliance with the provisions of this lease.

10.4 Should Lessee default in any of the terms or conditions contained in this lease and fail to correct the same within ten (10) days of Lessor's written notice, then Lessor, at its option, may declare the lease agreement immediately terminated and Lessee shall vacate the premises. In addition, Lessor may, at its option pursue any and all other remedies set forth herein or which may be available by law and reasonably necessary to restore the property to its present condition.

10.5 This lease shall not be assigned or the property sublet without the express written consent of the Lessor.

10.6 Upon termination of this lease, the Lessee, at its cost, shall be required to remove its personal property from the property and shall additionally be responsible for clean up or repair costs which may be necessary, normal wear and tear excepted.

10.7 If the premises are damaged or destroyed through no fault of Lessee, Lessee's agents, employees, or invitees, so that the premises are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and any rent paid in advance after the period of the occurrence of such casualty shall be refunded to Lessee. Thenceforth, the lease shall cease until the date when the premises have been repaired or restored by the Lessor, provided, however, that in the event the premises have been rendered wholly untenable, Lessor or Lessee shall have the right to terminate the term of the lease by giving notice to the other of the exercise of such rights at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the lease shall terminate as of the date of the occurrence of such casualty. If Lessee exercises the option to terminate the lease, Lessee must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Lessor shall proceed to repair the premises, and the lease shall not terminate.

ARTICLE XI

11.1 Lessor shall insure the structure for full insurable value and it shall be Lessee's responsibility to keep its personal property stored in the premises insured in the full amount of the replacement value. Lessee agrees to obtain and keep in force and maintain public liability insurance providing \$300,000.00 coverage and furnish proof of insurance.

ARTICLE XII

12.1 This constitutes the entire agreement between the parties and any prior written or oral agreements are terminated, canceled, revoked, and merged herein.

12.2 Notwithstanding any contrary term or condition in this lease, and prior to exercising other options or remedies, the parties agree that, at the instance of either party, all disputes as between them concerning this lease shall be first submitted to a mediator promptly for resolution. Both parties agree to be bound by the results of the mediation. The parties shall bear their own attorney's costs and shall equally pay the cost of the mediator. Should mediation be unsuccessful, then the parties may pursue litigation and each party shall bear their own costs, including attorneys' fees; the prevailing party shall not recover attorney's fees and costs from the non-prevailing party.

IN WITNESS THEREOF, the parties hereto set their hands this _____ day of August, 2022.

Signed:

PALMER PROPERTIES, INC., LESSOR
(by Riley Palmer)

(Printed name of witness)

WILDERNESS COAST PUBLIC LIBRARIES OF JEFFERSON, WAKULLA
AND FRANKLIN COUNTIES, STATE OF FLORIDA.

Chuck Hess _____

Its Chairperson

(Printed name of witness)

Courtney Nicolou
Its Central Administrator

(Printed name of witness)
