

**LEASE AGREEMENT BETWEEN  
THE RUBONIA COMMUNITY ASSOCIATION, INC.  
AND  
MANATEE COUNTY**

This LEASE is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and THE RUBONIA COMMUNITY ASSOCIATION, INC. (hereinafter "**LESSEE**"), a Florida not-for-profit corporation, whose mailing address is Post Office Box 1345, Palmetto, Florida 34220, as of October 1, 2017

**NOW, THEREFORE**, it is agreed as follows:

1. **THE PROPERTY**: **COUNTY** hereby leases to **LESSEE** that certain improved real **PROPERTY** located in the **COUNTY** of Manatee, State of Florida, as more specifically described as the Rubonia Community Center located at 1309 72<sup>nd</sup> Street East, Palmetto Florida 34221 (hereinafter the "**PROPERTY**"), and subject to the terms, conditions, restrictions, and limitations set forth herein.

It is understood and it is a condition of the granting of this Lease that **LESSEE'S** interest in the **PROPERTY** shall, at all times during the period of this Lease, be limited to the use of the **PROPERTY** for the sole purpose of operating program (the "**PROGRAM**") as set forth in that certain "Agreement for Non-Profit Agency Services", between **COUNTY** and **LESSEE**, dated October 1, 2017 (the "Agency Agreement"), and **LESSEE** has not and shall not be considered as having any right in or to the **PROPERTY** or any other interest of any kind or nature therein.

2. **USE**:

- a. Throughout the term of this Lease, **LESSEE** shall use the **PROPERTY** for the purpose of operating the **PROGRAM**. **LESSEE** may use subcontractors to operate the **PROGRAM** subject to the approval of the County Administrator of the County.
- b. The performance of this Lease shall be in compliance with all applicable laws, orders, and codes of federal, state, and local governments and the Americans with Disabilities Act. **LESSEE** covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by **LESSEE**, or be subject to discrimination under any program or activity on the **PROPERTY**.

3. **TERM AND RENT**:

- a. The term of this Lease shall be for a period of one year, commencing October 1, 2017 and ending on September 30, 2018.

b. Rental for the year shall be in the amount of \$1.00 for the entire term.

4. **UTILITIES:** Except as otherwise provided herein, **COUNTY** shall initiate, contract for, and obtain in **COUNTY** name any utility services required on the premises including, but not limited to, water, sewer, electricity, telephone, and other services used by tenant. All charges for these services shall be paid by **COUNTY** as they become due.

5. **RIGHT OF ENTRY:**

A. **COUNTY** reserves the right and the **LESSEE** shall permit **COUNTY**, its agents or employees, to have access to and enter the **PROPERTY** to inspect the **PROPERTY** to assure its proper care and maintenance and for any purpose reasonably connected with **COUNTY'S** interest in the **PROPERTY** and the **PROGRAM** and to determine the necessity for **LESSEE'S** performance of any work or replacement, restoration or repair of any building, structure, facility, installation, or improvement on the **PROPERTY** as shall be required to maintain compliance with applicable codes and rules. **COUNTY** may enter the **PROPERTY** at any time the **COUNTY** reasonably believes an emergency exists upon the **PROPERTY** or in relation to the **PROGRAM** and shall, as soon as reasonably possible, notify **LESSEE**.

B. **LESSEE** shall make available to the **COUNTY** such space as the **COUNTY**, in its discretion, requires in order to respond to an emergency declaration, should a widespread weather or targeted terrorist event occur that would require moving elements of **COUNTY** management or personnel to the **PROPERTY** and for as long as County may need such space to respond to such event.

6. **REPAIRS AND MAINTENANCE BY COUNTY:** So long as this Lease Agreement shall be in effect, **COUNTY** shall maintain the **PROPERTY** in good order and repair, consistently with the **COUNTY'S** building maintenance standards. Specially, and without limiting the foregoing, **COUNTY** shall be responsible for:

A. Routine preventative maintenance and service as follows:

1. The replacement of filters in all air conditioning units.

2. Exterior maintenance of the lawn and exterior grounds, including, but not limited to landscaping, walkways, and irrigation systems at the **PROPERTY** and parking areas serving the **PROPERTY**.

3. Interior maintenance and repair of the **PROPERTY** including, but not limited to: floors and floor coverings; windows and window treatments; shutters; replacement of light bulbs and fixtures; doors and door closers; locks; vent and exhaust fans; and any maintenance or repair not specifically provided for by **COUNTY**.

4. Maintenance, service, and inspection of the structure and major systems contained therein in compliance with manufacturer guidelines, and state and local

laws.

5. All structural repairs not caused by the negligent or intentional acts of the **LESSEE**, its tenants, or guests. Examples include:

- i. Repairs to existing foundation, walls, and roof.
- ii. Repairs to existing portions of electrical, plumbing, and mechanical systems contained within such foundation, walls, or roof.

7. **IMPROVEMENTS AND CONSTRUCTION OF FACILITIES:** **LESSEE** shall not commence the construction of any facility, building, or other improvement on or to the **PROPERTY**, nor shall any equipment or device be placed on or attached to the exterior of the structure, including its roof, without the prior written approval and consent by **COUNTY**. **COUNTY** may review and amend all final plans and specifications for any construction or modification to the **PROPERTY**.

8. **CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED:** Prior to the commencement of any construction or work on the **PROPERTY**, **COUNTY** requires copies of all contracts for the construction of any buildings, structures, facilities, or improvements. **LESSEE** shall furnish or cause to be furnished bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by **COUNTY**.

9. **ASSURANCES OF COUNTY:** **COUNTY** covenants and agrees to cooperate with **LESSEE** in the efforts of **LESSEE** to obtain all approvals and other permits or licenses which are or shall be required in order to use the **PROPERTY** in accordance with the terms and limitations of this Lease.

10. **DAMAGE OR DESTRUCTION:** The responsibility for insuring against loss of or damage to any personal **PROPERTY** of **LESSEE** that will be placed or stored on the premises shall be borne by **LESSEE** and **LESSEE** shall not look to **COUNTY** for any damage or loss occurring during the term of this Lease.

**COUNTY** shall have no obligation to repair or restore the improvements on the **PROPERTY** if all or a portion of the improvements are damaged or destroyed as the result of any casualty. In the event of such a loss, **LESSEE** may continue to use such portions of the premises as are usable or terminate this Lease. **LESSEE** shall claim no interest in the **PROPERTY** or improvements in the event of any eminent domain proceedings. Ninety (90) days after total destruction of the **PROPERTY**, unless the **COUNTY** has otherwise notified **LESSEE** of its intent to reconstruct the **PROPERTY**, this Lease shall automatically terminate.

11. **TERMINATION:** **LESSEE'S** rights under this Lease shall terminate:

In the event of default (as defined below in Section 12) by **LESSEE**, the **COUNTY** may immediately terminate this Lease. The **COUNTY** shall not be required or be responsible for reimbursing **LESSEE** for any costs of or value associated with the facilities and improvements constructed or installed upon the **PROPERTY**.

12. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an “event of default” by **LESSEE** under this Lease:

A. **LESSEE’S** failure to comply with any term, provision, agreement, or covenant of this Lease on its part to be complied with, performed, or observed, if such failure shall continue for more than ten (10) days after written notice thereof to **LESSEE** from **LESSOR**, or if such failure cannot reasonably be cured within said ten (10) days and **LESSEE** shall not have commenced to cure such failure within such ten (10) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.

B. **LESSEE’S** failure to operate the **PROGRAM** in accordance with the Agency Agreement at any time during the term of this Lease, including without limitation using, operating, and keeping each and all buildings, structures, facilities, installations, and improvements in, to, and on the **PROPERTY** in accordance with the **PROGRAM**. For clarification, **LESSEE’S** obligation to operate the **PROGRAM** shall not mean that each and every activity thereunder must be available every day or every week. **COUNTY** understands that **PROGRAM** activities may be staggered, some may be seasonal and some may be expanded or eliminated due to community preferences and trends.

C. **LESSEE** shall do, or permit to be done, anything which creates a lien upon the **PROPERTY** and such lien is not discharged or, within ten (10) days after **LESSEE** received written notice of such lien being imposed against the **PROPERTY**, addressed by **LESSEE** substantially in a manner provided in paragraph 12.A hereof.

D. In the event that at the time of commencement of the term of this Lease or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the **LESSEE** (unless petition filed against **LESSEE** is vacated or dismissed within sixty (60) days of such filing), or the **LESSEE** shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of **LESSEE’S** affairs or property, or **LESSEE** shall make an assignment for the benefit of creditors.

E. In the event an attachment at law against the goods, property, or chattels of the **LESSEE** is issued and any such levy is not vacated or dissolved or the attached property restored to the **LESSEE** by the giving or posting of a bond with surety within thirty (30) days after any such attachment.

F. **LESSEE** shall, at any time during the term of this Lease, fail to comply with, observe and meet the terms and conditions required under any state or federal law, rule, or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the **PROPERTY** that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

13. **COUNTY’S REMEDIES:** Upon the occurrence of any event of default, **COUNTY** shall have the right, at **COUNTY’S** election, to pursue, in addition to and cumulative of any other rights **COUNTY** may have, at law or in equity, any one or more of the following remedies:

A. **COUNTY** may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated **LESSEE'S** use of the **PROPERTY** and any building, structure, improvement, or facility thereon;

B. **COUNTY** may enter the **PROPERTY** and do or cause to be done whatever **LESSEE** is obligated to do under the terms of this Lease (except operate the **PROGRAM**) and **LESSEE** shall reimburse **COUNTY** on demand for any expenses which **COUNTY** may incur in effectuating compliance with or performance of **LESSEE'S** obligations under this Lease, and **COUNTY** shall not be liable for damages resulting to **LESSEE** from such action; and

C. **COUNTY** may grant a Lease to any entity to use the **PROPERTY** and the facilities thereon for the purpose herein provided or use the **PROPERTY** and such facilities for such purposes as **COUNTY** deems to be in the **COUNTY'S** best interest, or may demolish and remove any buildings, structures, or improvements placed upon the **PROPERTY** by **LESSEE** and restore the **PROPERTY** to the condition existing prior to granting this Lease, and **LESSEE** shall reimburse **COUNTY** on demand for any expenses which **COUNTY** may incur in so restoring the **PROPERTY**.

14. **LESSEE'S ACCESS TO AND USE OF THE PROPERTY:** **COUNTY** agrees that if **LESSEE** shall perform all of the covenants and agreements herein stipulated to be performed on **LESSEE'S** part, **LESSEE** shall, at all times during the terms of this Lease, be entitled to the use of the **PROPERTY** as herein provided, without any interference or hindrance from **COUNTY** or any persons, and **LESSEE** shall have access to the **PROPERTY** at all times during the day and night.

15. **SURRENDER OF THE PROPERTY:** **LESSEE** agrees to deliver up, cease, and surrender to **COUNTY** the **PROPERTY** upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures, and improvements provided by **LESSEE** and remaining thereon shall be removed and demolished by **LESSEE** unless **COUNTY** agrees to accept any specific building, structure, or improvement.

16. **HOLDING OVER:** If **LESSEE** shall continue to use or remain on the **PROPERTY** or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then **LESSEE** shall be deemed liable for all damages for or resulting from such use of the **PROPERTY** or any part thereof. **COUNTY** shall have the right to invoke, take, or institute any and all steps or actions as may evidence termination of **LESSEE'S** use of the **PROPERTY** as granted by virtue of this Lease, and **COUNTY** shall have the right to take any and all steps or actions to remove **LESSEE** and any of **LESSEE'S** employees from the **PROPERTY**.

17. **ATTORNEY FEES:** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

18. **INDEMNIFICATION:**

A. **LESSEE** shall indemnify, keep and save harmless the **COUNTY**, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the **COUNTY** arising out of the performance of or failure to perform the obligations required by this Lease or the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the **LESSEE** or its employees, or of the subcontractors or its employees, if any. **LESSEE** shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the **COUNTY** in any such action, the **LESSEE** shall, at its own expense, satisfy and discharge the same. **LESSEE** expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by **LESSEE**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of **LESSEE's** performance or failure to perform under this Lease have been finally settled, regardless of when such claims are made.

B. In the event that any action, suit or proceeding is brought against the **COUNTY** regarding the matters set forth above in Paragraph A, **COUNTY** at once shall give notice thereof in writing to **LESSEE** at the above listed address. Upon receipt of notice, **LESSEE**, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the **COUNTY**. Nothing in this Lease shall be deemed to affect **COUNTY's** right to provide its own defense and to recover from **LESSEE** attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the **COUNTY** as set forth in Florida Statute 768.28.

19. **FORCE MAJURE:** In the event that during the term of this Lease the Premises are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of the premises are so damaged or destroyed thereby rendering same unfit for the **LESSEE'S** purposes for at least five (5) days, the **LESSEE** may terminate this Lease upon written notice to the **COUNTY** and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction. In the event of partial destruction of the Premises as provided above, and the **LESSEE** does not elect to terminate the Lease, the **COUNTY** shall promptly restore the Premises to its former condition at the **COUNTY'S** expense, and the **LESSEE'S** rental and other obligations during the period of partial destruction shall be abated in proportion to the destroyed portions to the leased building to the entire building area leased by the **LESSEE**.

20. **INSURANCE:** **LESSEE** shall procure and maintain insurance as set forth below. The amounts and types of insurance shall conform to the following minimum requirements:

A. **Workers' Compensation:**

Coverage to apply to and be for all employees for statutory limits in compliance with the applicable state and federal laws.

**B. Commercial General Liability:**

The **LESSEE'S** insurance shall cover **LESSEE** for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage with a minimum coverage of \$1,000,000 per occurrence. The **LESSEE** shall provide proof of coverage to the attention of the Manatee County Risk Management Department, Attention: Risk Manager, whose address is, 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205.

**C. Certificates of Insurance and Copies of Policies:**

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage specified in the previous paragraphs A and B shall be filed with the **COUNTY** before **LESSEE** shall enter upon or use the **PROPERTY**. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease and section and the above paragraphs of this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of policies shall be furnished to **COUNTY** within thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that insurance requirements of this Lease are based upon sound business principles and that **LESSEE** may elect to carry greater amounts of insurance. All of the insurance required hereunder shall be for the benefit of **LESSEE**. The naming of Manatee County as an additional insured shall in no event be deemed or construed as a waiver of or limitation of the **COUNTY'S** rights of sovereign immunity.

21. **NOTICES AND REPRESENTATIVES:** Every notice, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to **LESSEE** or **COUNTY**, signed by their recognized agents respectively and addressed as provided below until either party provides written notice of a different agent or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to **COUNTY**:

Director  
Neighborhood Services Department  
Manatee County  
Post Office Box 1000  
Bradenton, Florida 34206

Director  
Property Management Department  
Manatee County  
Post Office Box 1000  
Bradenton, Florida 34206

Copy to: Manatee County Administrator  
Post Office Box 1000  
Bradenton, Florida 34206

If to LESSEE: President  
Rubonia Community Association, Inc.  
Post Office Box 1345  
Palmetto, Florida 34220

**COUNTY** designates as its representatives the Director of the Property Management Department or such other representative as may be designated by the Manatee County Administrator. **LESSEE'S** designated representative is its Executive Director.

22. **NO IMPLIED WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

23. **APPLICABLE LAW AND CONSTRUCTION:** This Lease shall be governed and construed in accordance with the applicable laws of the State of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of such sections of this Lease.

24. **ENTIRE AGREEMENT AND PROVISIONS BINDING:** This Lease and any attached or incorporated items or exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between the parties concerning this Lease, and there are no covenants, promises, agreements, or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and ensure to the benefit of the respective successors and assigns of the parties. Each agreement, term, and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute consent to the assignment of this Lease by **LESSEE**, but as reference only to those instances in which **COUNTY** may have given written consent to a particular assignment; and **LESSEE** shall have no right to assign, transfer, or encumber this Lease except as specifically provided for in this Lease.

25. **GOVERNING LAW:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. The only proper venue for any action or proceeding arising from or relating to this Settlement Agreement shall be Manatee County, Florida.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be duly executed effective as of the date set forth above.



**RUBONIA COMMUNITY  
ASSOCIATION, INC.**, a Florida not for  
profit corporation

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
First Witness Printed Name and Date

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Printed Name and Date

By: \_\_\_\_\_  
Signature

As: \_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

Affix corporate seal below:

Attest: \_\_\_\_\_  
Secretary Signature

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT  
COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk