

## LEASE AGREEMENT

THIS LEASE made and entered into on this 2nd day of August, 20 16 by and between **Marion County**, a Political Subdivision of the State of Florida, hereinafter referred to as "LESSOR," whose address is 601 S.E. 25th Avenue, Ocala, FL 34471, and **Marion County Veterans Helping Veterans, Inc.**, a Florida not for profit corporation organized existing under the laws of the State of Florida, hereinafter referred to as "LESSEE," whose address is 1527 NE 8<sup>th</sup> Avenue, Suite 1527, Ocala, FL 34470.

### WITNESSETH

LESSOR hereby leases to LESSEE approximately 5,882 square feet of office space, 1,113 square feet of common area, and 2,000 square feet of storage of a building identified as Parcel #28164-002-01 located at 2730 East Silver Springs Blvd, Ocala, Florida 34470 and hereinafter referred to as the "premises." This Lease Agreement is for and in consideration of the mutual terms, covenants and conditions herein contained, the parties hereby and agree as follows:

1. **TERM:** The term of this lease shall be for a period of twenty (20) years, commencing on the date above first written. Upon written request of LESSEE delivered to LESSOR at least 30 days before the end of the initial term, the term of this Agreement shall be renewed automatically for an additional twenty (20) year term.
2. **RENT:** LESSEE shall occupy the leased premises rent-free.
3. **UTILITIES & FACILITIES:** LESSOR will provide garbage pickup as well as access to restrooms, adequate parking space and common areas such as reception area and conference rooms, and water and sewer utilities. LESSOR will also provide electric utilities for up to two years following commencement of LESSEE'S initial occupancy of the premises to allow LESSEE to establish a predictable monthly rate. LESSEE will be responsible for all other expenses incurred in their use and operation of the premises, including, telephone and networking providers. Networking communication hardware shall be supplied by LESSOR, including, but not limited to, power and network cabling in each office. LESSEE will provide server and all other equipment.
4. **TAXES:** Both parties recognize that LESSOR and LESSEE are tax-exempt organizations and no Ad Valorem Taxes are presently anticipated. In the event LESSEE assigns or sub-leases space of the premises to a for-profit business or entity, such assignee or sub-lessee may be subject to taxation.
5. **USE:** LESSEE will use the leased premises for the purpose of providing veterans and their families with social services, employment assistance, coordination of public education and awareness engagements, programs and workshops, claims processing assistance, coordination of legal assistance and housing initiatives. LESSEE agrees that no business shall be permitted or conducted on the premises, nor any act done or permitted to be done that in any manner conflicts with any applicable law or regulation.

of the City of Ocala, Marion County, or the State of Florida. LESSOR reserves the right to utilize any of the leased premises for any like kind services referenced above should LESSEE be unable to utilize the area designated above. LESSEE further agrees to maintain its not for profit status during the terms of this lease.

6. **ASSIGNMENT OR SUBLEASING:** LESSEE shall be authorized to sublease or assign any part of the leased premises so long as such subleased or assigned part of the premises shall be used for the same purpose as Vets Helping Vets and Marion County Veterans Services Department. LESSEE shall provide written notification of any such sublease or assignment to LESSOR prior to the effective date of such sublease or assignment. No assignment or subleasing shall relieve the LESSEE of any obligation under this lease. Each assignee or sub lessee, by assuming that status, shall become obligated to perform every requirement of this lease to be performed by the LESSEE: except that sub lessee shall be obligated to perform only insofar as they relate to the part of the premises subleased and the rent required thereby. This lease agreement shall be made an exhibit to any sub-lease agreement or assignment by LESSEE. Sub-sub-assignments or sub-sub-leases shall not be permitted.
7. **ACCESS BY LESSOR:** LESSOR may enter, inspect and make such repairs to the premises, as the LESSOR may reasonably desire, at all reasonable times.
8. **REPAIRS & MAINTENANCE:** LESSOR will be responsible for all repairs and maintenance of the grounds and landscaping of the entire premises and improvements. LESSEE agrees to provide LESSOR with timely notice of any repairs or maintenance required to be addressed, on the premises.
9. **IMPROVEMENTS:** LESSEE has the right to construct improvements, additions or alterations at its sole expense, subject to LESSEE's compliance with all federal, state or local laws, ordinances and regulations. All improvements, additions or alterations constructed by LESSEE shall be presented to LESSOR for approval prior to construction and shall be performed by qualified and licensed contractors, meet all codes and be inspected and approved by the City of Ocala. LESSEE also agrees to make any necessary improvements, additions or alterations to the building on the premises to comply with the regulations of the American Disabilities Act at LESSEE's sole expense and that all improvements shall become the sole property of LESSOR upon termination of this lease.
10. **NOTICES:** All notices required by law and by this Lease, to be given by one party to the other, shall be in writing and the same may be served as follows:
  - (a) By certified mail, return receipt requested to:  
LESSOR: Marion County  
c/o Office of the County Administrator  
601 S.E. 25th Avenue  
Ocala, FL 34471

LESSEE: Marion County Veterans Helping Veterans, Inc.  
c/o Mr. Hank Whittier  
1527 NE 8<sup>th</sup> Avenue  
Suite 1527  
Ocala, FL 34470

Notices may also be served by personal delivery to LESSOR, LESSEE or LESSEE's agent to such other addresses as LESSOR or LESSEE shall specify in writing to the other party.

11. **TERMINATION:** This lease may be terminated by LESSOR if LESSEE shall fail to comply with any terms and conditions of this lease and shall fail to cure such failure within one hundred twenty (120) days after written notice from LESSOR. Either party may terminate said Lease Agreement with cause by providing one hundred and twenty 120 days written notice to the other party.
12. **OWNERSHIP AT TERMINATION:** All buildings, structures, and fixtures of every kind now existing or erected, installed, or placed on the premises shall, at the expiration of the term or earlier termination of this Lease be left by LESSEE in good condition and repair, ordinary wear and damage by the elements excepted. Non-fixture items owned by the LESSEE at the expiration of the term or earlier termination of this Lease shall continue to be owned by the same, and at the time of such expiration or earlier termination, LESSEE may at its option, remove all such items and any damage to the premises caused by the removal of any such items shall be repaired forthwith at its sole expense.
13. **INDEMNITY:** LESSEE shall indemnify and hold LESSOR and its elected officials, employees and volunteers harmless from any and all claims, liability, damage, loss, expense, cost, penalty and fees, including reasonable attorney's fees, arising out of LESSEE's use and/or occupancy of LESSOR's property. The parties acknowledge that the LESSOR is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes.
14. **SAFETY:** LESSEE is responsible at all times for precaution to periodically inspect and keep and maintain the premises free of hazardous conditions, LESSEE shall be obligated to provide immediate notification to LESSOR of any detection of hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. NFPA, OSHA and all other applicable safety laws and ordinances shall be followed, as well as American National Standards Institute Safety Standards. All spills, accidents, injuries or claims or potential claims shall be reported promptly to the Marion County Risk Management Department.

15. **INSURANCE:** These requirements shall not relieve or limit the liability of the LESSEE. The LESSOR does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the LESSEE's interests or liabilities, but are merely minimums. No insurance is provided under this Lease to cover the LESSEE or its contractors/subcontractors.

- (a) Commercial General Liability insurance policy with limits not less than \$500,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising injury;

Marion County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

The Lessee insurance coverage shall be primary insurance as respects to Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Lessee's insurance and shall be non-contributory.

- (b) Certificates - The LESSEE shall provide a Certificate of Insurance, issued by a company authorized to do business in the state of Florida and with an A.M. Best Company rating of at least B+, showing Marion County Board of County Commission as an additional insured and should be shown as the Certificate Holder, and provide for a 30-day cancellation notice to 601 SE 25th Ave, Ocala, FL 34471. This Lease shall not be effective until the required Certificate(s) have been provided. The Lease shall not continue after expiration (or cancellation) of the insurance policies and shall not resume until new Certificated(s) evidencing reinstatement have been provided.

(b) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

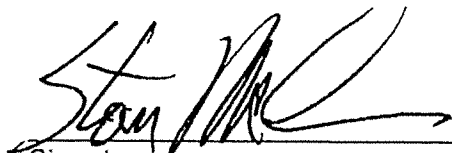
The Lessee, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the lease and for any events occurring during the lease period, whether the suit is brought during the lease period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

Lessee shall provide a Certificate of Insurance providing proof of workers' compensation coverage as stated above.

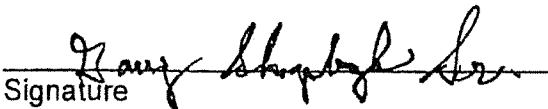
16. **ENTIRE AGREEMENT:** This lease sets forth all the rights and obligations of the parties pertaining to the lease of the premises. There are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject of this lease.
17. **AMENDMENTS:** This lease may be amended or modified only in writing signed by both the LESSOR and the LESSEE.
18. **APPLICABLE LAW:** This lease shall be construed under the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this lease, by and through their duly authorized representatives.

**WITNESSES:**

  
\_\_\_\_\_  
Signature

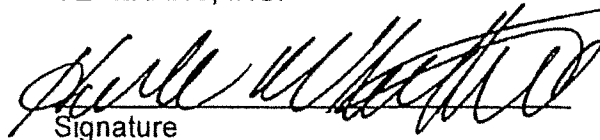
STAN MCCAIN  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

GARY SKOGSBERGH SR  
\_\_\_\_\_  
Print Name

**LESSEE:**

MARION COUNTY VETERANS HELPING  
VETERANS, INC.


  
\_\_\_\_\_  
Signature

Henry "Hank" Whittier, Executive Director  
\_\_\_\_\_  
Print Name


N/A  
\_\_\_\_\_  
Signature

N/A  
\_\_\_\_\_  
Print Name

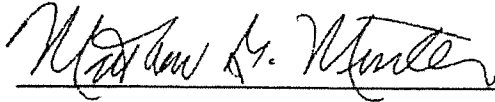
**ATTEST:**

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN,  
CLERK OF THE COURT

**LESSOR:**  
BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

  
\_\_\_\_\_  
KATHY BRYANT, CHAIRMAN

**Approved as to form and legal sufficiency:**

  
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