

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Boynton Beach Community Redevelopment Agency**, whose address is 100 E. Ocean Avenue, 4<sup>th</sup> Floor, Boynton Beach, FL 33435, hereinafter referred to as "Landlord", and **The City of Boynton Beach**, whose address is 100 E. Ocean Avenue, Boynton Beach, FL 33435, hereinafter referred to as "Tenant", collectively referred to herein as the "Parties," and agree as follows:

1. **Description of Leased Premises.** The Landlord agrees to lease to the Tenant the office space located at 209 N Seacrest, and more specifically described in **Exhibit "A"** attached hereto, and made a part hereof (the "Leased Premises").

2. **Term.** The term of this Lease Agreement ("Lease") shall be for a period of two (2) years (the "Term"), commencing on the first (1<sup>st</sup>) day of November, 2020, and shall expire at midnight on October 31, 2022.

Provided Tenant is not in default in the performance of this Lease, the parties hereto may elect to extend this Agreement for an additional one (1) year term (terminating on October 31, 2023) as may be mutually agreed upon in writing and signed by the parties at the time of any such extension.

The Tenant may terminate this lease for convenience and without penalty provided the Tenant gives no less than sixty (60) days written notice to Landlord.

3. **Rent.** The annual rent shall be payable in advance in equal monthly installments of ten and 00/100 Dollars (\$10.00) per month, on the first day of each and every calendar month during the term hereof, and prorata for any fractional portion thereof.

4. **Taxes.** Both Landlord and Tenant are exempt from payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

5. **Use.** The Leased Premises shall be occupied and used by Tenant exclusively as Governmental Offices, and those uses incidental thereto. Tenant shall not use or permit the Leased Premises to be used for any other purpose.

6. **Assignment and Subletting.** Tenant shall not assign this Lease, nor sublet the whole or any part of the Leased Premises without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld.

7. **Condition of Premises/Inspection by Lessee.** The Tenant has had the opportunity to inspect the Leased Premises and acknowledges with its signature on this Lease that the Leased

Premises are in good condition and comply in all respects with the requirements of this Lease. Additionally, the Tenant agrees to take possession of the Leased Premises with all current fixtures present in their "as is" condition as of the date hereof.

Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein.

8. **Common Area.** Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements on the Real Property which are not leased or held for lease to tenants, including without limitation the parking area, aisles, sidewalks, loading areas, passageways, stairs, ramps, landscaping, and other common service areas subject to the conditions hereinafter set forth.

Tenant shall maintain the Common Area in good repair and reasonably clear of debris at Tenant's sole cost and expense.

9. **Alterations and Improvements by Tenant.** Tenant shall not make any alternations or improvements to the Leased Premises without the prior written consent of Landlord, which consent Landlord may deny in Landlord's sole and absolute discretion. Furthermore, any leasehold improvements shall be made at the Tenant's expense, and 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.

10. **Liens.** Tenant shall keep the Leased Premises and all parts of the Real Property free and clear of all liens and any other encumbrances at all time. In the event a lien is placed against the Leased Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the lien removed, the Landlord shall take steps to remove the lien and the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

11. **Utilities.** Tenant shall be solely liable for utility charges for the Leased Premises as they become due, including those for water, sanitation, sewer, electricity, telephone services, and any other services used in, on or about the Leased Premises by Tenant.

12. **Care and Maintenance of Leased Premise.** The Tenant shall at its own expense and at all times, maintain the Leased Premise in good and safe condition, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted.

The Landlord shall not be responsible for the costs associated with the repair and maintenance of the Leased Premises, except for those necessitated as the result of any act or omission or negligence of the Landlord, its employees, agents, or contractors.

13. **Damage or Destruction of Premises.** If at any time during the term of this Lease, the Leased Premises or any part of the Building or Parcel shall be damaged or destroyed by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes.

In the event of minor damage to any part of the Leased Premises, Building or Parcel, if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In such case, there shall be no abatement of rent.

14. **Entry and Inspection.** Tenant shall permit Landlord and its agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this Lease Agreement, to permit persons desiring to lease the same to inspect the Lease Premises.

15. **Indemnification/Hold Harmless.** Subject to applicable Florida law and Florida Statute §768.28, the Tenant shall hold Landlord harmless and indemnify Landlord from all injury, loss, claims, actions or damage to any person or property while on the Leased Premises and any related expense, including attorney's fees, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, comprehensive general liability insurance with limits of not less than one million dollars for injury or death from one accident and \$500,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance, naming Landlord as an additional insured, shall be delivered to Landlord on or before the commencement date.

16. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, such to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserve the right to designate parking areas for Tenant and Tenant's agents and employees.

17. **Signage.** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so

elect. Tenant shall also have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

18. **Default.** In the event that:

a. Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date); or

b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Tenant has abandoned the premises; or

e. Tenant has been adjudged bankrupt.

Landlord shall be then entitled to its election to exercise concurrently or successively, at Landlord's absolute discretion, any one or more of the following rights:

i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Rent and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Rent and other amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

viii. Pursue such other remedies as are available at law or equity.

Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease Agreement or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

19. **Quiet Enjoyment.** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

20. **Holding Over.** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

21. **Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

22. **Attorney's Fees.** If suit should be brought for recovery of the Leased Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Leased Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

23. **Notices.** Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Landlord: Boynton Beach Community Redevelopment Agency  
Michael Simon, Executive Director  
100 E. Ocean Avenue, 4th Floor  
Boynton Beach, FL 33435

With a copy to: Tara Duhy, Esquire  
Lewis, Longman & Walker, P.A.  
515 North Flagler Drive, Suite 1500  
West Palm Beach, Florida 33401

If to Tenant: City of Boynton Beach  
Lori LaVerriere, City Manager  
100 E. Ocean Avenue  
Boynton Beach, Florida 33435

With a copy to: James A. Cherof, Esquire  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Ft. Lauderdale, Florida 33308

24. **Severability.** If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. **Brokerage.** The parties represent that no party has acted as, by or through a broker in the effectuation of this Agreement.

26. **Time of Essence.** Time is of the essence in the performance of this Lease Agreement.

27. **Entire Agreement.** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

28. **Subordination.** This Lease Agreement is subject and subordinate to all mortgages and deeds of trust which may now or hereafter encumber the Property, Building, or any

appurtenances thereto, or any leases, renewals or modifications related thereto. This clause shall be self-operative and no further instruments of subordination shall be required in order for this clause to be effective.

29. **Amendment.** No Amendment of this Lease shall be effective unless reduce to writing and subscribed by the parties with all the formality of the original.

30. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

31. **Governing Law.** All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Palm Beach County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

**BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

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

Name: \_\_\_\_\_

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

TENANT:

**THE CITY OF BOYNTON BEACH**

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

Name: \_\_\_\_\_

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**209 N. Seacrest Blvd.  
Boynton Beach, FL 33435**

Parcel Identification Number: 08-43-45-28-10-004-0221

Lots 23, 24, 25, 26 and 27, and the South 7 feet of Lot 22, Block 4, BOYNTON HEIGHTS, according to the Plat thereof, as recorded in Plat Book 10, Page 64, of the Public Records of Palm Beach County, Florida; LESS the additional right-of-way for Seacrest Boulevard as shown in Road Plat Book 5, Page 182, of the Public Records of Palm Beach County, Florida.