



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

4/6/2021

Subject:

Mutual Termination of Commercial Lease Agreement RE: District 1 Commission Office

Fiscal Impact:

Savings of \$13,800 annually or \$49,450 over the remaining 43 months of the Lease

Dept/Office:

Public Works Department/Facilities

Requested Action:

It is requested that the Board of County Commissioners approve the Mutual Termination of Commercial Lease Agreement for the District 1 Office Space located at 2000 S. Washington Avenue, Titusville.

Summary Explanation and Background:

The Board of County Commissioners, in regular session on December 20, 2016, entered into a lease agreement with the Titusville area Chamber of Commerce for approximately 2,442 square feet of office space for the District 1 County Commissioner. The lease term is currently set to expire on December 31, 2024. The monthly rental rate for this space is \$1,150.00, thus, moving to a county-owned facility will provide future savings of \$13,800.00 annually. The replacement office space will come from minimal modification to the currently unused office building at Tom Statham park.

The parties have agreed that in lieu of the renewal termination date of December 31, 2024, the Commercial Lease Agreement shall terminate on May 31, 2021.

Clerk to the Board Instructions:

Return fully executed copy to Facilities



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 7, 2021

MEMORANDUM

TO: Marc Bernath, Public Works Director

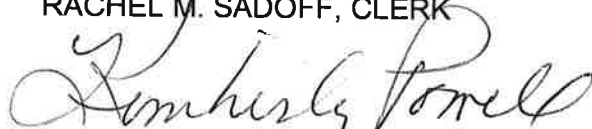
RE: Item F.6., Mutual Termination of Commercial Lease Agreement, Re: District 1
Commission Office

The Board of County Commissioners, in regular session on April 6, 2021, approved the Mutual Termination of Commercial Lease Agreement for the District 1 office space located at 2000 S. Washington Avenue, Titusville. The Commercial Lease Agreement shall terminate on May 31, 2021. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: County Manager
Finance
Budget
Facilities

MUTUAL TERMINATION OF COMMERCIAL LEASE AGREEMENT

THIS TERMINATION OF COMMERCIAL LEASE AGREEMENT ("Termination Agreement") is made and entered into as of the 22nd day of March, 2021, by and between the following Parties: **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as **TENANT**, and **THE TITUSVILLE AREA CHAMBER OF COMMERCE**, hereinafter referred to as **LANDLORD**.

RECITALS

WHEREAS, the **LANDLORD** and **TENANT** entered into a Commercial Lease Agreement ("Commercial Lease Agreement") on January 12, 2017 for approximately 2,442 sq. ft. of property at 2000 South Washington Avenue, Titusville, Florida 32780, a copy of which is attached hereto and incorporated herein as Exhibit A, and made part of hereof by this reference; and

WHEREAS, the Parties entered into a renewal of the Commercial Lease Agreement on November 10, 2020 for a term of four (4) years from January 1, 2021 until December 31, 2024, a copy of which is attached hereto and incorporated herein as Exhibit B, and made part of hereof by this reference; and

WHEREAS, the Parties desire to terminate the Commercial Lease Agreement; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

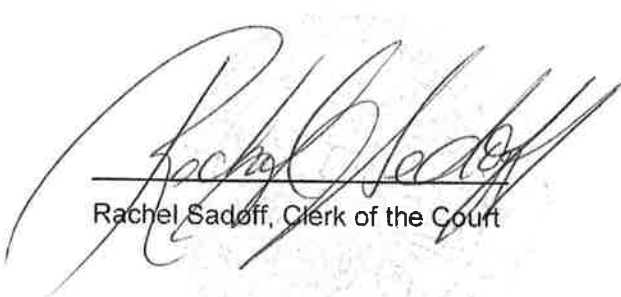
1. **RECITALS.** The above recitals are incorporated into this Contract by this reference.
2. **TERMINATION.** The Parties agree that in lieu of the renewal termination date of December 31, 2024, the Commercial Lease Agreement shall terminate on May 31, 2021, with an optional extension of thirty (30) days. The **TENANT** shall provide a written notice of extension to the **LANDLORD** in writing by May 1, 2021 if the **TENANT** wishes to exercise the option to extend.
3. All other terms and provisions of the Agreement dated January 12, 2017, which are not inconsistent with the terms and provisions of this Termination Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Termination Agreement to be executed by their duly authorized representatives.

ATTEST:

TENANT:

BOARD OF COUNTY
COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

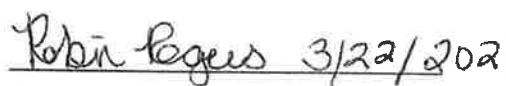

Rachel Sadoff, Clerk of the Court

By:


Rita Pritchett, Chair

As approved by the Board on: 4/6/2021

Reviewed for legal form and content:


Robin Rogers, Assistant County Attorney

LANDLORD:

Titusville Area Chamber of Commerce

By:

Signature



Printed Name

Marcia Gaedcke
President

Title

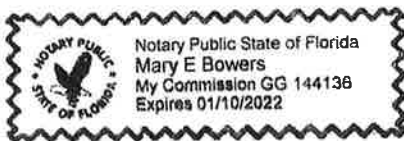
3/22/21

Date

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of March, 2021 by Marcia Gaedcke of Titusville Chamber of Comm. He/she is personally known to me or has produced known as identification.

[Notary Seal]



Mary Bowers
Notary Public

Mary Bowers
Name typed, printed or stamped

My Commission Expires: 01/01/2022

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 12th day of January, 2017, 2016, by and between The Titusville Area Chamber of Commerce, (hereinafter referred to as the "Landlord"), and the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, conditions and covenants set forth below;

WHEREAS, the proposed use of the leased space as offices for the District I county commissioner's office serves a public purpose.

NOW, THEREFORE, in consideration of the rents hereinafter reserved and all of the terms, conditions, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Demise and Description

Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the terms and conditions and for the purposes set forth herein, the following described property:

That certain premises located at 2000 South Washington Avenue (the "Building"), together with an exclusive easement for use of the second floor conference room, the second floor lobby, non-exclusive use of the first floor conference room, the parking areas, sidewalks, and driveways, said office space measuring approximately 2,442 sq. ft.

2. Term

(a) Duration and Commencement: This lease shall be for a term of forty-eight months (the "Term"), unless extended or terminated earlier pursuant to the provisions hereinafter set forth. The Term shall commence on January 1, 2017, (the "Commencement Date") and shall expire at midnight on December 31, 2020.

(b) Delivery of Premises: Tenant has inspected the Premises and accepts same in its present condition, subject to the Landlord's agreement to improvements as provided for in Paragraph 6 below.

(c) Option to Extend Term: Provided Tenant is not in default as to any of the terms and/or conditions of this Lease Tenant shall have the right to extend the Term of the Lease for an additional period of up to forty-eight (48) months after the initial expiration date on the

same terms and conditions. In the event the Term is so extended, the word "Term", as used herein, shall be deemed to include both the initial term and the extended term of the Lease.

(d) Holding Over: Tenant agrees that if Tenant does not surrender to Landlord said Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, without prior written consent of Landlord, such holdover tenancy shall be tenancy at sufferance.

(e) End of Term. Upon the termination of this agreement, Tenant shall quit and surrender to Landlord the demised premises, "broom clean" in good order and condition, ordinary wear and damage by the elements excepted. Tenant shall surrender all keys and other access devices for the rented premises to Landlord. Tenant shall remove all property of Tenant as directed by Landlord and failing so to do, Landlord may cause all of the said property to be removed at the expense of Tenant and stored in a storage warehouse or facility and Tenant hereby agrees to pay all costs and expense thereby incurred. Tenant's obligations to observe or perform this covenant shall survive the termination of the terms of this agreement.

3. Rent

(a) As of the Commencement Date, the monthly rental rate will be One Thousand One Hundred Fifty Dollars (\$1,150.00) during the lease Term.

(b) Sales Taxes. The Tenant will provide, with the execution of this lease, a copy of their sales tax exemption certificate.

(c) Common Area Maintenance (CAM) Payment. The monthly CAM payment is included within the monthly payment set forth in (a) above.

(c) Rental payments may be mailed or delivered to Landlord at 2000 South Washington Avenue, Suite 100, Titusville, Florida 32780, or such other address as Landlord may identify from time to time. Rent shall be due by the first day of each month and the Tenant shall otherwise remit payment in accordance with the Florida Prompt Payment Act, Florida Statute 218.70, et.seq.

4. Use of Premises

Tenant shall have the right to use the Premises as the administrative offices of the District I county commissioner and related office operations associated with the functions of a county commissioner and for no other purpose without the written consent of the Landlord. Said consent shall not be unreasonably withheld. The Landlord acknowledges that the county commissioner may utilize the space to conduct a variety of meetings, training and planning sessions, and other group events. Landlord and Tenant shall comply with all laws and ordinances relating to the improvements, maintenance, use and occupancy of the Leased Space. Tenant shall not commit any illegal act in the Premises nor do anything to the Premises which shall create an environmental nuisance or which shall cause a cancellation of any of Landlord's insurance on the Building.

Should the Landlord, or anyone through the Landlord, wish to use the meeting room on the second floor of the Leased Premises, the Landlord shall contact the Tenant five (5) working days in advance to arrange such usage. If the meeting room is not otherwise scheduled to be used, the Tenant shall not unreasonably withhold its agreement to such usage.

5. Condition and Maintenance of Premises

(a) Maintenance and Repairs: Subject to Landlord's obligations hereinafter described, Tenant shall maintain the leased Premises in good repair and tenantable condition, normal wear and tear excepted. In furtherance of the foregoing obligation, Tenant shall at all times during the Term of this Lease perform ordinary maintenance and repairs on the Leased Premises. As referred to herein, repairs shall include, but not be limited to, changing burned out light bulbs or florescent tubes, and the like problems. Except as provided herein, Landlord shall be responsible for maintaining, repairing and/or replacing the Building, including without limitation the roof, the parking areas, exterior and interior walls, gutters and down spouts, stairwells and lift, and shall keep the same in good condition and repair; however, Tenant shall be responsible for repairing any and all damage which is caused by the neglect, abuse or misuse of the Premises by the Tenant, Tenant's employees, agents or representatives. Landlord shall be responsible for any repairs or damage to the interior of the Premises caused by its failure to maintain and repair the Building, as required herein or by the willful act, negligence or omission of the Landlord, its employees, agents or representatives. Any maintenance or repair which Tenant or Landlord is obligated to perform or make shall be commenced as soon as possible, except in the case of emergency repairs requiring immediate response, in which case the party responsible shall use its best efforts to provide immediate service and diligently pursue same to completion.

(b) Right of Inspection: Landlord expressly reserves for itself and its representatives the following rights upon five (5) working days advanced written notice (excepting emergencies):

(1) To enter the demised premises at reasonable times and without unreasonable interference with Tenant's business to examine or make such repairs, additions, or alterations as it may deem necessary for the safety, improvement or preservation thereof, of the building;

(2) To enter the demised premises for the purpose of exhibiting the premises to lenders, prospective purchasers, or tenants within ninety (90) days of the expiration or sooner termination of the Lease;

(3) To enter and decorate, remodel, repair, alter or otherwise prepare the premises for re-occupancy during or after the time Tenant abandons or vacates the premises or otherwise defaults hereunder; or

(4) In case of emergency, Landlord or its agents may enter into the premises at any time.

(c) Tenant's Surrender: On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in as good condition as when received, normal wear and tear excepted. Prior to the expiration or earlier termination of this

Lease, Tenant shall have the right to remove any trade fixtures and equipment and furnishings in the Premises, including without limitation, all furniture, phone systems, switching gear and computer equipment upon the termination of this Lease, and Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings, equipment or other improvements.

(d) Representations and Warranties: Landlord represents and warrants to the best of its knowledge that there is not, and has not been, any hazardous waste in, on or under the Premises. Landlord further represents and warrants that (i) the Premises is served by water lines and electric power lines, (ii) the Landlord is well seized of and has good title to the Premises free and clear of all liens, encumbrances, tenancies and restrictions (except those of record), and the Landlord will defend the title thereto and will indemnify and hold Tenant harmless against any damage or expenses arising by reason of any lien, encumbrance, restriction or defect in the title, and (iii) there are no outstanding contracts or obligations with respect to the Premises.

6. Alteration and Improvements

Tenant shall not make any other alterations, additions or improvements to the Premises without the prior written consent of Landlord, which shall not be arbitrarily or unreasonably withheld. At the termination of this Lease, Tenant shall have the right, if not in default, or the obligation if requested by Landlord, to remove any and all such alterations, additions or improvements, and Tenant shall repair any damage or disfigurement caused to the Premises by such removal.

7. Taxes on Personal Property

If applicable, Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes, if any, coming due during or after the term of this Lease against any personal property of any kind owned or placed in, upon, or about the premises by Tenant.

8. Signs, Furniture, Fixtures

Tenant may install (i) a standard building sign to the exterior door of the second floor, (ii) a standard building sign listing on the building Directory, if such a Directory exists, and (iii) a monument sign in front of the building on South Washington Avenue, at Tenant's expense, and provided that the design for such sign work be approved by the Landlord prior to installation. Tenant agrees that said signs, as well as any other advertisement or notice to be inscribed, painted or affixed anywhere that may be visible from outside of the Premises or Building, are subject to the Landlord's pre-approval as to size, color, location and style. Said approval shall not be arbitrarily or unreasonably withheld. Installation of all such signs, including necessary permits, and all maintenance shall be at Tenant's expense.

9. Tenant Equipment

Tenant shall pay for the placement and/or connection of a 7 copier/printer machine, and/or any other systems necessitated by the Tenant's business. Maintenance and repair of such

equipment, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith.

10. Personal Property

All personal property of the Tenant in the Premises or in the Building of which the Premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to the cooling, electrical or plumbing apparatus caused by Tenant, its employees, visitors and/or invitees. Landlord shall not be liable for damages to property resulting from water, steam or other causes, unless such damage is caused by the willful act, or negligence of the Landlord, its agents, employees or representatives.

11. Termination of Lease

Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to the Landlord.

If Tenant shall fail to remove all effects from the Premises upon the termination of the Lease for any cause whatsoever, the Landlord, at the option of the Landlord, may remove the same in any manner that the Landlord shall choose, and the Tenant agrees to pay the Landlord on demand any and all reasonable expenses incurred in such removal.

12. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceedings in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, or if Tenant makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Tenant or for the major part of Tenant's property, then and in such event Landlord may, if Landlord so elects, with or without notice of such election and with or without entry or other action by Landlord, forthwith terminate this Lease. Landlord shall forthwith upon such termination be entitled to recover damages in an amount equal to the present value of the rent specified in this Lease for the residue of the stated term hereof, less the fair rental income of the Premises received by Landlord for the residue of the stated term.

13. Parking

The Leased Premises shall include the exclusive right to one (1) parking spaces designated for use by the District I County Commission Office by sign and the non-exclusive right to the use of the remainder of the available parking spaces in the parking lots contiguous to the Premises. Tenant agrees that said parking areas shall not be used at any time for storage of any type of vehicle, trailer, boat, etc. Any such improper use of the parking areas by Tenant will result in said vehicle, trailer, boat, etc. being removed at Tenant's expense and Landlord shall have no responsibility for damages thereto.

14. Insurance

(a) General Liability Insurance: Throughout the Term, Tenant shall keep or cause to be kept Commercial General Public Liability insurance to afford protection against all liability of Tenant and Tenant's officers, employees and agents arising from or in connection with Tenant's use and occupancy of the Premises. Such insurance shall provide for liability limits not less than five hundred thousand dollars (\$500,000.00) for injury or death, and five hundred thousand dollars (\$500,000) for damage to property in any one occurrence, and one million dollars (\$1,000,000.00) in aggregate. Tenant shall furnish from the insurance companies, certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of the tenant.

(b) Building Property Insurance: Throughout the Term, Landlord shall keep or cause to be kept insurance against loss or damage by fire, explosion, vandalism, malicious mischief, and all other hazards customarily included in an all-risk extended coverage insurance policy in an amount equal to satisfy the co-insurance requirements of the Building's full replacement cost.

(c) Contents Insurance: All personal property of the Tenant in the Premises or in the building of which the Premises is a part shall be at the sole risk of the Tenant; Tenant shall be responsible for maintaining sufficient insurance coverage for said personal property including tenant improvements and betterments.

(d) Notice of Cancellation: Tenant shall attempt to require of Tenant's insurers that each policy of insurance required in this section bear an endorsement to the effect that notice of intention to cancel same shall be given to Landlord at least (30) thirty days prior to the effective date of any such cancellation.

15. Utilities and Services

(a) All charges for electric utility services to the Premises shall be incurred in the name of and for the account of Landlord and all such charges shall be paid by the Landlord.

(b) Landlord shall be responsible for interior janitorial and cleaning service of the second floor common areas and the second floor restroom facilities, which shall be maintained at the Landlord's expense.

(c) Landlord shall be responsible for regular interior pest control services.

(d) Normal trash removal services shall be contracted and paid for by the Landlord. Tenant shall deposit trash to the dumpster provided and located in the parking lot of the building.

(e) Water and sewer utility services to the Premises shall be incurred in the name of and for the account of Landlord.

(f) Landlord shall provide phone and internet connections and other required services; however, Tenant shall arrange actual connection services for Tenant's communications equipment and on-going support services for such equipment.

(g) Landlord will work with the Tenant to set thermostat at a comfortable setting consistent with other tenant offices in the building. Consistent with other tenants, thermostat will be programmed to a higher temperature setting during non-business hours so as to conserve electricity.

16. Damage or Destruction

In the event that the Premises are damaged or destroyed by fire, storm or other casualty so that the Premises shall be rendered totally or partially untenable or unsuitable for the intended use, then until the Premises are rebuilt or restored to their former condition by Landlord, payment of the monthly rental payment shall be suspended and shall be reinstated upon completion of the repairs or restoration by Landlord.

17. Condemnation

(a) Complete Taking: If at any time during the Term, title to the entire Premises should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation or the right of eminent domain (or transfer in lieu thereof) or in the event that title to a portion of the Premises should be so taken or transferred rendering continued use by Tenant unreasonable or impractical, then this Lease shall terminate as of the time of vesting of title, after which neither party shall be further obligated to the other. Tenant may remove any non-structural improvements made by Tenant or other property owned by Tenant.

(b) Partial Taking: In the event of a partial taking of the Premises and/or the off street parking area associated therewith, or transfer in lieu thereof which does not render continued occupancy and use by Tenant unreasonable or impractical, then this Lease shall continue, provided, however, that payment of Rent shall be reduced in the same proportion as the number of square feet of the Premises taken or transferred bears to the total number of square feet of the Premises prior to the taking or transfer in lieu thereof. In all other respects this lease shall be unaffected.

(c) Condemnation Award: In the event of any such taking or transfer in lieu thereof, whether of the entire Premises or a portion thereof, it is expressly agreed and understood that all sums awarded, allowed or received in connection with the loss of fee simple title to the Premises or a portion thereof shall belong to Landlord; provided, however, the foregoing shall not prevent Tenant from seeking compensation in its own name on its own behalf for the loss of Tenant's right to use and occupy the Premises under this Lease, and other incidental and consequential damages.

18. Subletting and Assignment

Tenant shall not assign its interest in the Premises or sublease the Premises in whole without the prior written consent of Landlord and any attempt to do so without such consent being

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Initials: Landlord

CH

Tenant

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first had and obtained shall be wholly void and shall constitute a breach of this lease. Landlord's consent shall not be unreasonably withheld. For purposes of this paragraph, Landlord's withholding of consent shall be deemed unreasonable if Tenant has produced an assignee or subtenant (i) whose financial condition and ability to pay Rent would be deemed adequate by a lending institution, and (ii) whose intended use is compatible, in Landlord's reasonable judgment, with the uses of other tenants of the Center. Tenant shall submit in writing to Landlord (a) the name and legal composition of the proposed subtenant or assignee; (b) the nature of the business proposed to be carried on in the Premises; (c) the terms and provision of the proposed sublease; and (d) reasonable financial information as Landlord may request concerning the proposed subtenant or assignee. In the event Tenant assigns its interest in the Lease or sublets the Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent to Landlord as additional rent.

No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under the Lease whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be consent to any assignment, subletting or other transfer.

19. Default

Tenant Default: Any of the following events shall constitute an event of default ("Event of Default") by Tenant hereunder:

- (1) failure to pay any installment of Rent or any other amounts due hereunder if such failure continues for five (5) days following receipt by Tenant of written notice from Landlord regarding such failure;
- (2) failure to perform any of the other terms, conditions, obligations or covenants of Tenant hereunder within ten (10) days, or, if such performance cannot reasonably be performed within ten (10) days, then failure to begin performance within said ten (10) day period, after written notice of such failure from Landlord;
- (3) failure to discharge any lien filed against the Premises as a result of any action or inaction by Tenant within sixty (60) days of notice by Landlord of its filing; any person or entity shall attempt or actually levy upon, seize, or take this leasehold interest or any part thereof pursuant to writ of possession, attachment, execution, or any other legal process;
- (4) the premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of one hundred eighty (180) continuous or more days;
- (5) this Lease or any interest herein shall by operation of law evolve upon or pass to any person or persons other than Tenant;

- (6) there is a filing of any petition or adjudication in the bankruptcy or other debtor's proceeding by or against the Tenant or if a receiver is appointed;
- (7) the failure of a trustee or receiver who has been appointed on Tenant's behalf to affirm Tenant's interest in this Lease within sixty (60) days of his appointment pursuant to the Bankruptcy Code and thereafter, within a reasonable time, to provide adequate assurance of performance hereunder;
- (8) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises where such seizure is not discharged within sixty (60) days; or
- (9) Tenant's convening of a meeting of his creditors or any class thereof for the purpose of affecting a moratorium upon or composition of Tenant's debts.

Landlord Remedies: Upon the occurrence of any Event of Default by Tenant, Landlord may exercise any one of the following remedies unless otherwise provided herein:

- a. Terminate this Lease by giving notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord and Landlord may reenter and take possession of the Premises. Tenant, provided all Rent payment obligations hereunder are current, shall have twenty (20) days following termination of the Lease to remove any personal property or fixtures belonging to Tenant which remain on the Premises; and thereafter, all such personal property or fixtures remaining on the Premises shall become the property of the Landlord. Any such termination shall be without prejudice to Landlord's right to collect from Tenant any amounts due hereunder for any prior period.
- b. Without terminating this Lease, enter upon the Premises or any part thereof, change the locks and re-let the Premises, without advertisement, by private negotiations, and for any reasonable term and rental rate.
- c. No delay or omission of the exercise of any right by Landlord shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more failures to enforce any covenant, term or condition of this agreement by Landlord shall not be deemed waived or varied because of Landlord's failure or delay in taking advantage of any default, and Landlord's acceptance of any payment from Tenant with knowledge of any default shall not constitute a waiver of Landlord's rights to respect to such default or any other requirement of this agreement. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to Landlord.

20. Successors and Assigns

The terms and conditions herein contained shall inure to the benefit of and shall be binding upon Landlord and Tenant, and their respective successors and permitted assigns. The

obligations of Tenant under this Lease shall transfer to and shall be binding upon any successor corporation or other entity, which results from a merger, name change, or sale of assets from the named Tenant herein to any other tenant including any other assignee of the Lease.

21. Notices

All communications, notices and demands of any kind required under this Lease shall be made in writing and sent by registered or certified mail, return receipt requested, or personally delivered to the following address:

TO LANDLORD: **Titusville Area Chamber of Commerce**
2000 South Washington Avenue
Titusville, FL 32780

TO TENANT: **Brevard County Board of County Commissioners**
Facilities Department
Attn: Mary Bowers, Support Services Manager
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940

Either party may change its address by giving the other party written notice of its new address as herein provided.

22. Modification

No modification of or amendment to this Lease shall be binding unless contained in a writing and signed by both the Landlord and the Tenant, including but not limited to the usage, practice, and custom of Landlord or Tenant in the performance of this Lease.

23. Interest and Attorney's Fees

If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, each party shall bear its own reasonable attorneys' fees and expenses incurred in connection therewith. Any trial shall be by non-jury trial.

24. Miscellaneous Provisions

- (a) Governing Law. This lease shall be construed and enforced in accordance with the laws and ordinances of Brevard County and the State of Florida. Any action brought to enforce the terms or litigate the terms of this agreement shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.
- (b) Severability: If any provision of this Lease shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that such

provision shall be severable, and that all remaining provisions of this Lease shall remain in full force and effect.

- (c) Time of the Essence: Time is of the essence of this Lease.
- (d) Prior Agreements: This Lease defines the rights, duties and obligations of the parties with respect to the Premises and supersedes all prior agreements and understandings between the parties with respect thereto.
- (e) Quiet Enjoyment: Landlord warrants that it has the full right and power to execute and perform this Lease and to grant unto Tenant the rights described herein, and that the quiet and peaceable enjoyment of such rights of Tenant, on payment of the rent and performance of the covenants contained therein by Tenant, shall go and remain undisturbed by Landlord or anyone claiming by, through or under Landlord.
- (f) Recording of Lease: Landlord and Tenant agree that this Lease shall not be recorded; provided, however, upon the request of either party, the other party shall join in the execution of a Memorandum of the Lease for the purpose of recording same. The Memorandum shall describe the parties, the demised Premises, the Term of the Lease, and shall incorporate the Lease by reference.
- (g) Counterparts: This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (h) Construction: Any gender used herein, whether masculine, feminine or neuter, shall be deemed to refer to any other gender applicable to the party to whom such use of gender relates. The use of the singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular, where appropriate.
- (i) Headings: The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (j) Audit: In the performance of this Lease, the Landlord shall keep books, records, and accounts of all activities, related to the Lease, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the Tenant and shall be retained by the Landlord for a period of five years after termination of this Lease. All records, books and accounts related to the performance of this Lease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the Tenant under this Lease shall be subject to copyright by Contractor in the United States or any other country.

- (k) Public Records: Both parties understand that Tenant/Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable. If

records provided by the Landlord do not fall under a specific exemption under Florida or federal law, the records provided by the Landlord to the County must be provided to anyone making a public records request. It will be the Landlord's duty to identify the information which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

Should any person or entity make a public records request of the Tenant which requires or would require the Tenant to allow inspection or provide copies of records which the Landlord maintains are exempt under the Public Records Law or otherwise confidential, it shall be the Landlord's obligation to provide the Tenant within 24 hours (not including weekends and legal holidays) of notification by the Tenant to the Landlord of the records request, of the specific exemption or confidentiality provision to allow the Tenant to comply with the requirements of Florida Statute 119.07. Should the Tenant face any kind of legal action to require or enforce inspection or production of any records belonging to the Landlord to the County which the Landlord maintains are exempt or confidential from such inspection/production as a public record, the Landlord shall hire and compensate attorney(s) who shall represent the interests of the Tenant as well as the Landlord in defending such action. The Landlord shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

25. Rules and Regulations

Tenant shall observe faithfully and comply strictly with the following Rules and Regulations and such other Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Building or the preservation of good order therein:

- (a) Conduct: Tenant shall not conduct its business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.
- (b) Nuisances: Tenant shall not make or permit any noise, odor or act that is reasonably objectionable to other neighbors of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.
- (c) Locks: Tenant may elect to install a lock to the interior door of its second floor office, provided Landlord is given a key copy. No additional locks or bolts of any kind shall be placed upon any of the exterior doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the written approval of the Landlord; said approval shall not be unreasonably withheld. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
- (d) Obstructing Plumbing, Damage: The toilets and sink shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspaper or other substance of any kind shall be thrown into them. Tenant shall not deface the walls, ceiling, partitions, floors, wood, stone or ironwork. The

expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

- (e) Wiring: Electrical wiring of every kind shall be introduced and connected only in compliance with existing codes, and neither boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc. shall be subject to the approval of Landlord which approval shall not be unreasonably withheld.
- (f) Equipment, Moving, Furniture, Etc.: Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause except by Landlord's negligence, and all other damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law and, if required, in accordance with and subject to written approval received on written application of Tenant.
- (g) Requests of Tenant: The requests of Tenant will be attended to only upon proper notification to Landlord. Landlord's employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. Employees or agents of the Landlord shall not admit any person, Tenant or otherwise, to the Building without instruction from the Landlord. Any janitorial services personnel, guards, or any outside contractors employed by Tenant shall be subject to the reasonable regulations and control of Landlord, but shall not act as an agent or servant of Landlord.
- (h) Equipment Defects: Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, electric lights and fixtures, air conditioning and heating apparatus, or any other service equipment.
- (i) Smoking: Tenant and their staff are reminded that smoking is prohibited within the Premises. In addition, it is also required that those who wish to smoke outside stay clear of pedestrian pathways close to the Building.
- (j) Premises: The Premises shall not be used for manufacturing. No Tenant shall occupy or permit any portion of the Premises to be occupied for the manufacture or sale of liquor, narcotics or tobacco in any form. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material or use any method of heating or air conditioning other than those supplied by Landlord. The stairwells, passages, exits, and entrances shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from the Premises. No Tenant and no employee or invitee of Tenant shall go upon the roof of the Building.
- (k) Tenant shall see that the second floor doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets and apparatus are entirely shut off before Tenant or Tenant's

employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Tenant.

- (l) Tenant agrees that it shall comply with all reasonable fire and security regulations that may be issued from time to time by Landlord and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations.
- (m) Tenant will not keep any animals or birds in the Premises or in the building nor permit any animals or birds to be brought into or kept in the Premises by others.
- (n) Landlord reserves the right to add to or modify these rules and regulations.

Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

26. Hazardous Substances, Wastes or Materials

Tenant shall comply with all laws and regulations regarding the storage and disposal of hazardous substances, wastes and materials, and special or infectious wastes. Tenant shall not cause or permit the release of or disposal of any hazardous substances, wastes or materials on or about the Premises or the Building of which they are a part. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 et seq; the Toxic Substance Control Act, as amended, 15 USC Section 2601 et seq; and medical, special or infectious wastes shall include those which are defined pursuant to the medical waste regulations which have been promulgated by the State of Florida, and further set forth in any state or local laws and ordinances, and their corresponding regulations. Tenant shall comply with all rules and policies set by Landlord, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Article, which terms shall survive the expiration or earlier termination of this Lease. Landlord may, at its option, terminate this Lease in the event Tenant engages in a prohibited use and fails to cure such violations within thirty (30) days following Tenant's receipt of written notice from Landlord.

27. Subordination

Tenant agrees to subordinate this Lease to any first mortgage or blanket mortgage placed on the Premises, provided only that so long as Tenant faithfully discharges its obligations under the terms of this Lease; (a) its tenancy will not be disturbed nor this Lease affected by any default under such mortgage; (b) The rights of Tenant hereunder shall expressly survive and shall not be cut off or diminished; and (c) This Lease shall, in all respects, continue in full

force and effect, and the holder of such mortgage shall provide Tenant written acknowledgment of such non-disturbance.

28. Offset Statement ("Estoppel Certificate")

Within ten (10) days after Landlord's request, Tenant shall execute in recordable form and deliver a declaration to any person designated by Landlord, (a) ratifying this Lease; (b) stating the Commencement and termination dates of this Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or, if any, stating those claimed), (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

29. Attornment

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the Building or this Lease, or if the Premises or the Building comes into the hands of a mortgagee, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder, provided such purchaser, mortgagee or other person shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises for the duration of the Term, subject to the terms and conditions of this Lease. Tenant shall execute, at Landlord's request, any reasonable Attornment agreement required by any mortgagee, ground lessor or other such person to be executed, and containing such provisions as such mortgagee, ground lessor or other persons requires.

30. Damage to Property - Injury to Persons

Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from: (1) Tenant's negligent use of Premises or the conduct of Tenant's business or profession; (2) any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises; (3) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease; or (4) any negligent acts or omissions of Tenant, or of Tenant's agents or employees. Tenant shall and hereby does further indemnify, defend and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon due to the Tenant's negligence. However, the Tenant is a political subdivision of the State of Florida and nothing contained herein is intended to be a waiver of the sovereign immunity extended to the Tenant through Sec. 768.28. Such indemnification and hold harmless agreement is subject to the limitations on the payment of claims or judgments set forth in Fla. Stat. 768.28(5). In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to Landlord and the Tenant.

31. Radon Gas Disclosure

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

By signing this Lease Agreement, the Tenant agrees that upon surrender or abandonment, as defined by the Florida Statutes, the Landlord shall not be liable for storage or disposition of the Tenant's personal property.

32. Relationship of Parties

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as constituting the Landlord to be a partner of Tenant in the, conduct of Tenant's business, or as creating the relationship of principal and agent or joint ventures between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the term of this agreement be and remain that of Landlord and Tenant only.

33. Tenant's Equipment

Tenant shall have the right to remove from the premises at the end of the term of this Lease all equipment and fixtures which are owned by Tenant.

34. Exculpation

Tenant agrees that Tenant shall look solely to Landlord's interest in the property on which the demised premises are located for the satisfaction of any claim, judgment, or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or order.

35. Entire Agreement

This agreement contains the entire and only agreement between the parties concerning the demised premises and no prior oral or written statements or representations, if any, of any party hereto or any representative, of any party hereto, not contained in this instrument, shall have any force or effect other than the option contract mentioned herein.

36. Restrictions

Tenant agrees to comply with any and all declarations, bylaws, rules, regulations, and other restrictive or governing documents appurtenant to the rental premises. Tenant agrees that it has been provided copies of same or that same are available in the public records and is solely responsible for compliance with same.

IN WITNESS WHEREOF, the parties herein SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

LANDLORD:

Titusville Area Chamber of Commerce

Marcia Gaedcke
Witness Signature

Carla M. McRae
Its: Chairman

PRINT Chairman Name:

CARLA MCRAE

Marcia Gaedcke
PRINT Witness Name

TENANT:

Brevard County Board of County Commissioners

Mary Bowers
Witness Signature
Mary Bowers
PRINT Witness Name

Curt Smith
By: Curt Smith, Chairman
As approved by the Board on 12/20/2016

ATTEST:

Scott Ellis
Scott Ellis, Clerk of Court



Florida's Space Coast

Brevard County Public Works Department/Facilities
2725 Judge Fran Jamieson Way, Suite A207
Viera, FL 32940-6605

(321) 633-2050
FAX: (321) 633-2051

November 10, 2020

City of Titusville Chamber of Commerce
Attn: Margaret Gaedcke, President
2000 S. Washington Avenue
Titusville, Florida 32780

**RE: Lease Space at 2000 S. Washington Avenue, Titusville
Renewal Option**

Ms. Gaedcke:

In accordance with Article 2.C. of the Lease Agreement between The Titusville Area Chamber of Commerce and the Board of County Commissioners we are hereby providing written notice to exercise our option to renew the above referenced Lease for an additional four (4) year term; commencing on January 01, 2021 and terminating on December 31, 2024.

Should you have any questions please contact Facilities at (321) 633-2050.

Sincerely,

Bryan Andrew Lober, Chair
Board of County Commissioners

cc: Mary Bowers, Facilities Support Services Manager