

---

---

## **Lease Agreement**

between

**City of Key West**

as Landlord

and

**Bahama Village Music Program, Inc.**

as Tenant

Dated \_\_\_\_\_

THIS LEASE, made and entered into at Key West, Monroe County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by and between THE CITY OF KEY WEST, a Municipal Corporation whose address is P.O. Box 1409, Key West, Florida, 33041, (hereinafter "LANDLORD"), and BAHAMA VILLAGE MUSIC PROGRAM, INC., a Florida 501(c)(3) Non-Profit Corporation whose address is 103 Olivia Street, Key West, FL 33040 (hereinafter "TENANT").

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of their respective obligations contained herein, agree as follows:

1. **DEMISE.** The LANDLORD does hereby lease to the TENANT, and the TENANT does hereby lease from the LANDLORD, the following described premises, at 103 Olivia Street, Key West, Monroe County, Florida (hereinafter referred to as "Premises") pursuant to the drawing attached hereto and incorporated as **Exhibit B**. LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance notice to relocate TENANT to other Demised Premises, prior to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD with ten (10) days after LANDLORD'S receipt of TENANT'S termination notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space, LANDLORD shall pay the reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

2. **TERM.** The term of this Lease shall be for five (5) years, which term shall commence on \_\_\_\_\_ and shall end at midnight on \_\_\_\_\_.

Upon occupancy, TEANANT shall furnish LANDLORD a written statement stating the TENANT has accepted the Demised Premises for occupancy and setting forth the actual commencement and expiration dates of the Lease. Either party may terminate this lease by giving the other party ninety (90) days advance written notice by certified mail return receipt requested.

3. **RENT.** The TENANT agrees to pay to the LANDLORD an annual rent for the Premises of One Dollar (\$1.00) per year, which rental amount shall be paid on an annual basis each year of the term of this Lease. The TENANT additionally agrees to pay to LANDLORD any sales, use, excise, ad valorem, or other tax imposed or levied against rent or any other charge or payment which tax has been imposed or levied by any governmental agency having jurisdiction thereof, including any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed, and the TENANT agrees to make payment at the time said tax becomes due.

All amounts due shall be paid to the City of Key West, P.O. Box 1409, Key West FL 33041.

4. **USE OF THE PREMISES.** The TENANT shall be entitled to use the Premises for the continuous operation of TENANT'S after school music instruction program and for no other purpose. In addition, TENANT further agrees:

A. Not to display any banners, pennants, search lights, signs, balloons, or similar temporary media on the Premises.

B. Not to commit waste in the Demised Premises or Common Areas and to keep the Demised Premises and immediate adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean, and orderly condition and to maintain the premises in good condition;

C. Not to use the Demised Premises or permit the same to be used for any manner which violates any law, ordinance, rules or regulations of the LANDLORD, or other governmental agencies, as existing or promulgated during the term hereof, or that would

constitute a hazardous use or violate any insurance policy of TENANT, or the LANDLORD;

D. To take no action that would: (i) violate the LANDLORD's contracts if any, affecting the property or (ii) cause any work stoppage, picketing or cause any manner of interference with LANDLORD;

E. To abide by and observe all rules and regulations established from time to time by the LANDLORD and the LANDLORD's insurance carrier;

F. To obtain and maintain all licenses, permits, and other approvals necessary to conduct the TENANT's business during the Lease term;

G. Approved hours of operation are 2PM to 6PM Monday through Friday during each school year. Summer program or other variation in hours of operation are to be approved in advance by LANDLORD. Only the City Manager or his/her designee can approve use outside of the approved operational schedule. Requests for use outside of normal hours shall be requested to the City Manager's Office at least 30 days in advance of the requested date.

H. TENANT or TENANT'S designee approved in writing by LANDLORD, is required to be present and on premises during 100% of the time the Premises is open and operating pursuant to TENANT'S approved hours and use of premises. Furthermore, the community center will have operating hours established by the LANDLORD where access will be restricted to anyone other than City personnel or others as designated by LANDLORD.

I. During the term of this agreement, the recording studio within the demised premises shall be made available for use by LANDLORD up to ten (10) times per year for eight (8) hours per period. LANDLORD shall provide TENANT five (5) days prior written notice of its intent to occupy the studio, however if the date conflicts with a previously reserved use by the music program then the previous commitment shall take precedence over LANDLORD'S requested use. The recording studio use within the demised premises shall be strictly limited to students enrolled in the Bahama Village Music Program, Inc., and no other parties. Any requests for the use of the recording studio shall be forwarded to the City Manager's Office.

5. **COVENANT OF QUIET POSSESSION.** So long as the TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Premises throughout the term of this Lease without interference or hindrance by the LANDLORD or LANDLORD's agents.

6. **INSURANCE; INDEMNIFICATION.**

A. The TENANT covenants and agrees to keep in force during the lease term a comprehensive general liability policy of insurance insuring LANDLORD and TENANT against any liability whatsoever occasioned by accident on or about the Premises and agrees that LANDLORD shall be listed thereon as additional insured. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The comprehensive general liability policy shall be in the amount of One Million Dollars (\$1,000,000.00) in respect to any one incident and in the aggregate and shall include Three Hundred Thousand dollars (\$300,000.00) for property damage. The original policy or certificate, together with evidence of premium payment, shall be delivered to LANDLORD. TENANT shall renew the policy not less than thirty (30) days prior to the expiration date each year and shall furnish evidence of the renewals and payment to LANDLORD. To the extent that such a provision is obtainable, the policy shall provide that it cannot be cancelled or terminated until at least thirty (30) days prior notice has been given to LANDLORD. If TENANT falls under the State of Florida Workers Compensation Law, worker's compensation coverage shall be provided for all employees where TENANT is obligated to do so by operation of law. This coverage shall be for statutory limits in compliance with applicable state and federal laws. Failure of TENANT to maintain the insurance in full force and effect at any time shall be deemed a material breach of this lease and shall entitle LANDLORD to terminate the Lease. Upon such breach, TENANT shall immediately suspend all use of the Premises and shall provide to LANDLORD written notice of its failure to maintain insurance coverage.

B. TENANT agrees to indemnify, hold harmless and defend the LANDLORD, its officers, agents, servants, and employees against any and all claims,

losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of TENANT, its employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this Lease, including without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. The provisions of this indemnification provision shall survive the expiration or earlier termination of this Lease.

7. **ASSIGNMENT AND HYPOTHECATION.** This Lease is not transferable or assignable, except as provided by Resolution of the Key West City Commission. The TENANT may not sublet the Premises or any part thereof. Any assignment or sub-letting, if ever requested, and with the LANDLORD's consent, shall not relieve the TENANT from the obligation to keep and be bound by the agreements of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of the LANDLORD.

8. **DEFAULT CLAUSE.**

A. It is covenanted and agreed by LANDLORD and TENANT that in case at any time default shall be made in the payment of rent, or if the TENANT shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale of or forfeiture of the Premises or any part thereof during the demised term for non-payment of any tax or assessment, or in case the TENANT shall fail to keep the required insurance, or shall fail to spend insurance money, as herein provided for, or if the TENANT shall fail to perform any of the covenants of this Lease, then, in any of such events, TENANT shall be subject to eviction pursuant to Chapter 83, Florida Statutes.

B. Or, the LANDLORD may have such other remedies as the law and this instrument affords, and the TENANT covenants and agrees that upon the termination of the demised term, at such election of the LANDLORD, or in any other

way, the TENANT will surrender and deliver up the Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the demised term. If the TENANT, its agents, attorneys, or tenants shall hold the Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Premises under the applicable statute and shall be subject to eviction or removal, forcibly or otherwise.

C. Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent and insurance premiums, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during this ten (10) days notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Premises. With respect to the payment of the insurance premiums, the same must be paid at least thirty (30) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

E. All default and grace periods shall be deemed to run concurrently and not consecutively.

F. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

G. It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

H. If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for the LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto the LANDLORD all costs of Court and reasonable attorney's fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

**9. TENANT'S DUTY TO KEEP PREMISES IN GOOD REPAIR** The TENANT covenants and agrees with the LANDLORD that during the term of this Lease, the TENANT will keep in good state of repair and in current condition, the Premises, HVAC equipment, and the fixtures serving the Demised Premises, and all furnishings brought or placed upon the Premises by the TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any such property to be committed; and the TENANT will repair, replace, and renovate the property as often as it may be necessary in order to keep the property in good repair and condition, at TENANT'S sole cost and expense. TENANT shall be responsible for the repair and maintenance of all furnishings, specific operational structures, or capital improvements brought on the premises by the TENANT, or third-party representative. TENANT shall be responsible for the repair and maintenance of standard plumbing, air conditioning (HVAC), and electrical systems furnished by LANDLORD that are used for the demised premises dedicated to the

TENANT. Unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the TENANT, its agents, employees or invitees, in which case TENANT shall pay to LANDLORD the reasonable cost of such maintenance and repairs. TENANT shall only utilize licensed contractors and shall apply for all permits, as required, to complete the necessary repairs. TENANT agrees to clean and supply the lavatories dedicated for TENANT'S use and maintain fixtures and plumbing therein.

**10. ADDITIONAL COVENANTS OF THE TENANT.**

A. The TENANT shall pay for all utilities associated with the use of the Premises including, but not limited to, water, electricity, Wi-Fi, sewer and solid waste. In the event a separate bill for the utilities at the Premises is not available for one or more of the utility services, then TENANT shall pay a pro-rated share of that particular utility based on square footage of the premises and/or the parties' estimated usage of that particular utility, calculation of which is to be mutually agreed upon.

B. The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease is canceled for the TENANT's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction of the Premises by casualty or hazard, the LANDLORD will have the option of canceling the Lease.

C. The TENANT covenants and agrees with the LANDLORD that nothing in this Lease shall ever be construed as empowering the TENANT to encumber or cause the TENANT to encumber the title or interest of the LANDLORD.

D. The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Premises and all improvements located thereon, as well as the LANDLORD's interest in all fixtures and equipment appertaining thereto.

E. The TENANT agrees not to make any changes or alterations without written approval of the LANDLORD.

**11. LANDLORD'S RIGHT OF ENTRY.** The LANDLORD or its agents shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on the Premises.

**12. EQUIPMENT, FIXTURES AND SIGNS.** All fixtures, equipment, and signs used on the Premises by the TENANT but provided by the LANDLORD will at all times be and remain the property of the LANDLORD. Provided that this Lease is in good standing, the TENANT will have the right to remove any equipment or fixtures provided by the TENANT, or any part thereof, from the Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter; provided, however, that the TENANT, in so doing, does not cause any irreparable damage to the Premises; and provided further, that the TENANT shall pay or reimburse the LANDLORD for the reasonable expense of repairing damage caused by such removal.

**13. ACCEPTANCE IN AS-IS CONDITION.** The TENANT accepts the Premises in an as-is condition and all improvements and additions shall be at the sole expense of the TENANT. LANDLORD agrees to repair and maintain the roof and structure at LANDLORD'S expense.

**14. NO MECHANIC'S LIENS.** It is hereby covenanted, stipulated and agreed by and between the parties hereto that there shall, during the demised term, be no mechanic's liens upon any buildings or improvements that may at any time be put upon

the demised property, and that in case of any mechanic's liens the TENANT must pay off the same; and that if default in payment thereof shall continue for thirty (30) days after written notice, LANDLORD shall have the right and privilege, at its option, to pay off the same or any portion of the same, and the amount so paid, including expenses, shall at the option of the LANDLORD, be so much additional rent due from the TENANT at the next rent due after such payment, with interest thereon at the maximum rate allowed by law. Nothing herein shall be construed to admit that a mechanic's lien may be enforced against municipal property.

**15. MISCELLANEOUS PROVISIONS.** It is mutually covenanted and agreed by and between the parties as follows:

A. That no waiver or a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

B. That time is of the essence in every particular and particularly where the obligation to pay money is involved.

C. That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

D. That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

E. That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

F. That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever

between the representative parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

G. That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. The notice shall be addressed as follows:

As to LANDLORD: City Manager  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

As to TENANT: Executive Director  
Bahama Village Music Program, Inc.  
108 Olivia Street  
Key West, FL 33040

When the parties on either side (LANDLORD or TENANT) consist of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

H. This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida; venue for any action regarding this Lease shall be in Monroe County, Florida.

Continued on next page

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST:

LANDLORD: City of Key West

\_\_\_\_\_  
Keri O'Brien, City Clerk

By: \_\_\_\_\_  
Danise Henriquez, Mayor

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

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

ATTEST:

TENANT: Bahama Village Music Program, Inc.  
A Florida Non-Profit Corporation

\_\_\_\_\_  
WITNESS

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

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

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

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

## ADDENDUM

For the twelve (12) month period following the lease commencement date, TENANT shall not be required to pay for utilities provided to the Premises. Beginning with the thirteenth month of the lease term, TENANT will be responsible for payment of utilities pursuant to Paragraph 10 of the lease.

Exhibit "A"

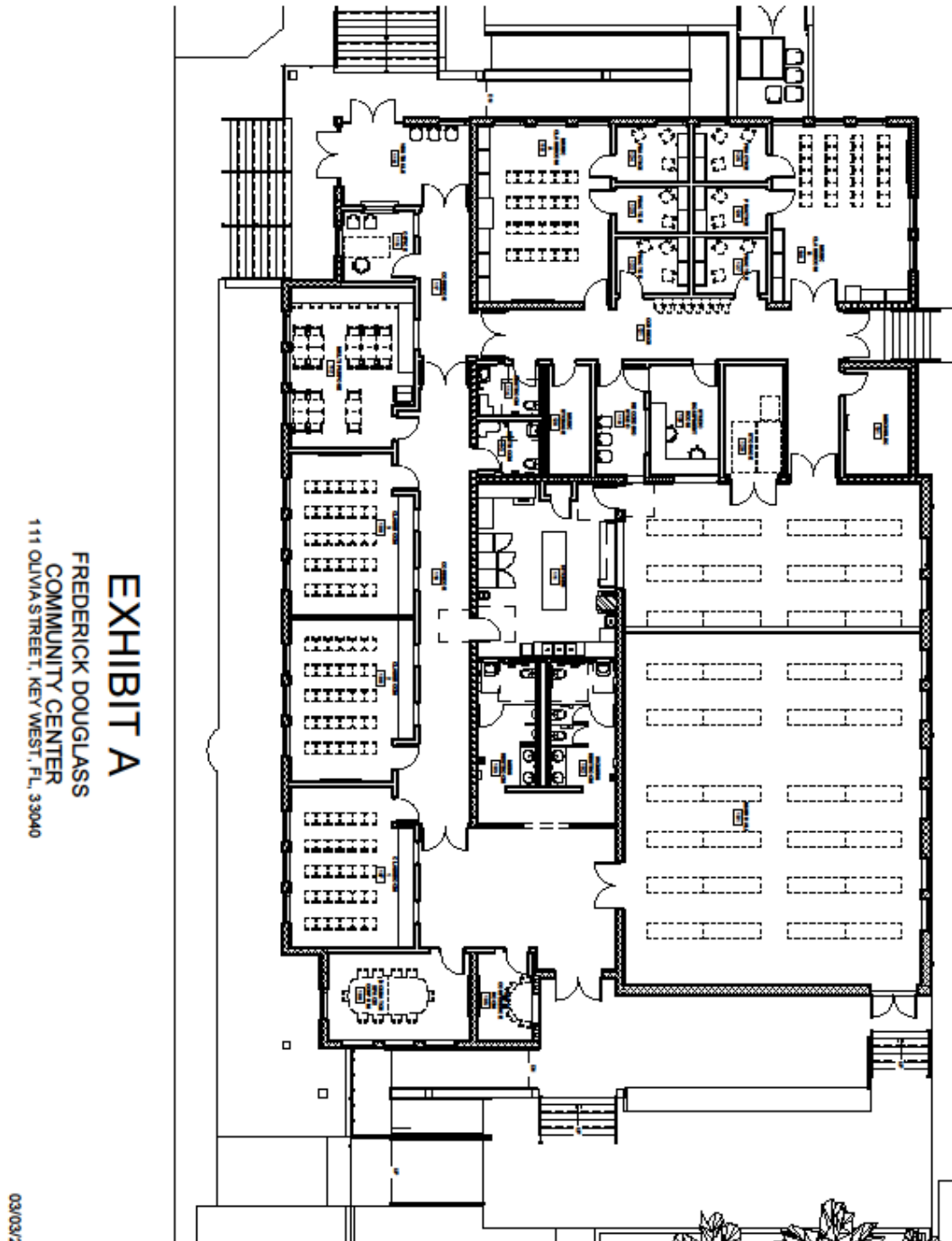


Exhibit B

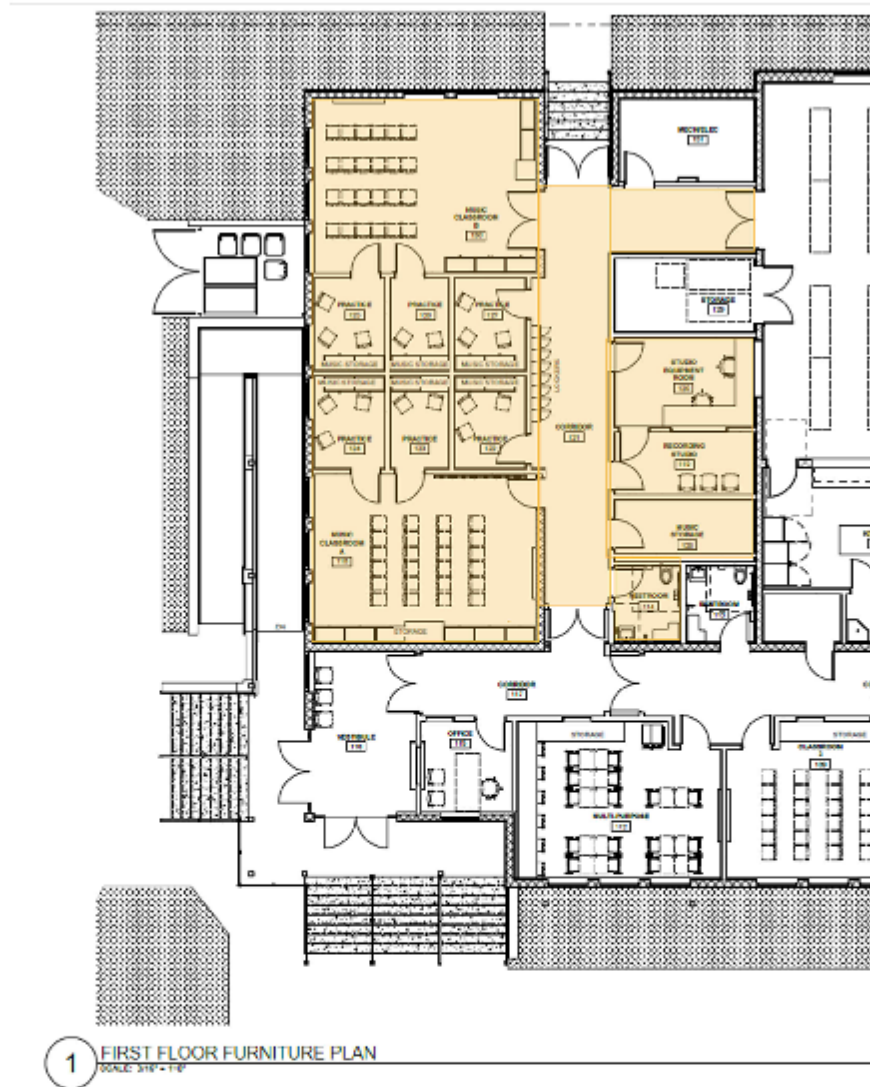


EXHIBIT B

FREDERICK DOUGLASS COMMUNITY CENTER

101 OLIVIA STREET, KEY WEST FL 33040

## Exhibit C

### Rules and Regulations

1. Tenant shall not use any area outside of the demised premises as shown on Exhibit B or any portion of any common area or any parking areas for or any other purpose whatsoever including but not limited to the storage of goods, inventory, equipment, materials, whether or not said area is inside a building or outdoors.
2. The Frederick Douglass Community Center is designated a “non-smoking” facility. Smoking is prohibited in all enclosed areas and on property grounds.
3. Tenant shall not mark, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without LANDLORD’S prior written consent.
4. Access to leased space inside the Community Center will be pursuant hours approved in individual lease agreements. Access after hours or to areas outside of individual leased demised premises is prohibited unless otherwise approved by the Landlord.
5. Tenant or tenant’s designee must be on-site and present at all times while the premises is open and conducting its business. Tenant shall provide Landlord with a list of approved tenant designees at lease commencement and list shall be continually updated as needed and submitted to Landlord for approval over the course of the entire term of the lease.