

RETURN SIGNED TO THE
MONROE COUNTY SCHOOL DISTRICT



THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA **RESIDENTIAL SPACE LEASE AGREEMENT**

THIS AGREEMENT, entered into this 1st day of February, 2015, between **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**, (hereinafter "Lessor" or "School Board"), party of the first part, and the **CITY OF KEY WEST, FLORIDA** (hereinafter "Lessee", "Lessee"), party of the second part:

WITNESSETH, that the said Lessor does this day lease unto said Lessee, and said Lessee does hereby take as Lessee under said Lessor the indoor facilities identified as follows: **Glynn Archer Elementary School Gymnasium, 1302 White Street (collectively referred to herein as the "Premises")**.

WHEREAS, Lessee shall use the facility for storing reclaimed lumber to be used in the construction of the Key West City Hall.

WHEREAS, Lessor THE SCHOOL BOARD wishes to provide Lessee with a space for such **storage**;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Agreement hereby agree as follows:

1. **AGREEMENT:** This Agreement supersedes any/all prior Agreements. All prior Agreements are hereby terminated.

2. **TERM:**

2.1 This Agreement shall be effective as of **February 1st, 2015**, and shall run through and including **June 30th, 2016** (hereinafter the "Term"). The term of this agreement is at the will of the School Board, and shall terminate at the latest on **June 30th, 2016**, unless otherwise renewed by the Parties pursuant to the terms of this Agreement.

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2.2 This lease is for the term as set forth above. The Parties recognize that renewal of this lease for additional terms, absent extraordinary circumstances, is unlikely as the School Board and Administration (collectively the "District") continues to consolidate its resources into newer existing structures.

3. **PREMISES & USE:**

During the term of this Agreement, the SCHOOL BOARD grants the Lessee the non-exclusive right to access and use the space for purposes of storing reclaimed lumber. Upon expiration of the term of the lease, Lessee shall remove all lumber, equipment, furniture and other items belong to the City of Key West and ensure that any damage caused by Lessee's use of the premises are repaired and the property returned in a clean condition. Failure to repair any damage or clean the property may result in Lessee being charged for the cost(s) to Lessor to repair/clean the property.

4. **ASSIGNMENT:**

The Lessee shall not assign, sublet, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease during the term hereof, or underlet the demised premises or any part thereof or permit the premises to be occupied by any other persons.

5. **RENT:**

Rent for the term set forth above shall be one (1) dollar, receipt of which is hereby acknowledged and other good and valuable consideration.

6. **UTILITY SERVICES:**

6.1 Lessee hereby accepts the premises in the condition it is in at the beginning of the lease. Lessee agrees to make good to Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ under the direction and control of the Lessee.

6.2 All utility charges and costs not paid by the Board under this Agreement shall be the sole responsibility of the Lessee, and the Lessee shall promptly pay for same. Failure to promptly pay the amounts owing shall be considered a breach of this Agreement.

6.3 Utilities shall be made payable to:

SCHOOL BOARD OF MONROE COUNTY, FLORIDA
c/o Superintendent of Schools
241 TRUMBO ROAD
KEY WEST, FL 33040

7. **TERMINATION:**

This Agreement will normally terminate upon June 30th 2016 as set forth above and may be terminated by either Party, with or without cause, and within the sole discretion of the School Board and/or Lessee, upon:

(A) 60 days written notice by either Party to the other in a non-emergency situation.

(B) 15 days oral notice by the School Board to the Lessee in emergency situations as determined by the School Board.

8. **INDEMNIFICATION:**

Subject to the limitations set forth in Florida Statute 768.28, each Party (the "Indemnifying Party") hereby agrees to indemnify and hold the other party and its affiliates and their successors and assigns (each, an "Indemnified Party"), free and harmless of and from all claims, liabilities, damages, penalties, expenses and costs (including, without limitation, reasonable attorney's fees and disbursements) arising out of or in connection with any and all negligent actions or omissions by such Indemnifying Party or its Affiliates in connection with the Program. For purposes of this paragraph, "Affiliate" means a party's officers, directors, managers, members, shareholders, partners, trustees, agents, and/or employees and their successors or assigns. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. **WAIVER:**

The failure of either the SCHOOL BOARD or the Lessee to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any rights or election herein contained, shall not be construed as a waiver or relinquishment for that or the future of the performance of such or more obligations of the Agreement or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to that and any subsequent breach, act or omission.

10. **NOTICES:**

Any notice, statement, demand or other communication required or permitted to be given or made by either party to the other, pursuant to this Agreement or pursuant to any applicable law, shall be in writing and shall be deemed to have been properly given and made if sent by registered or certified mail, return receipt requested, addressed to the other party at the address hereinafter set forth or at such other address as may be hereafter designated by either party by notice to the other and shall be deemed to have been given or made on the day so mailed. Either party may, by notice given as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

School Board:

School Board of Monroe County, Florida
c/o Superintendent Mark Porter
Monroe County School District
241 Trumbo Road
Key West, FL 33040

Lessee:

City of Key West
J. Michael Vieux, Senior Construction Manager
3140 Flagler Avenue
Key West, FL 3300

11. **RULES AND REGULATIONS:**

The Lessee acknowledges that it will be occupying real property owned by the School Board of Monroe County Florida, and expressly agrees to be subject to the reasonable rules and regulations of such body, and hereby covenants and agrees that he/she and his/her visitors, family, employees, servants, and agents will at all times observe, perform and abide by said rules and regulations as they exist and as they may be amended hereafter from time to time.

12. **GOVERNING LAW/VENUE:**

The Parties agreement that this contract shall be interpreted under the law of the State of Florida, venue Monroe County. Further the Parties agree that neither the provisions of Chapter 733, Florida Statutes relating to mobile home park tenancies nor Chapter 513 Florida Statutes, relating to mobile home vehicle parks, are to be applied as governing this Agreement or used as construing provisions of this Agreement.

13. **LUNSFORD ACT COMPLIANCE:**

In accordance with the legislative mandate set out in sections 1012.32, 1012.465

and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Officer agrees that he or she has met the requirements of a Level 2 background screening requirement. It is further understood that continued compliance with the Act is required and any criminal charge as set forth in Florida Statute 435.04 must be reported to the District. Any failure to maintain Level 2 or higher background screening requirements will result in Officer's immediate ejection from the Property and termination of this Agreement. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

14. **ADDITIONAL PROVISIONS:**

14.1 The Lessee shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the use, occupancy, or enjoyment of all or any part of the demised premises nor shall the Lessee or any person claiming under or through the Lessee establish or permit any such practice or practices of discrimination or segregation.

14.2 This Lease contains the entire agreement between the parties hereto and all previous negotiations leading hereto and it may be modified only by an agreement in writing signed and sealed by the SCHOOL BOARD and the Lessee.

14.3. Those provisions of this Agreement which, by their nature, would survive the termination of this contract shall survive; such provisions include, but are not limited to: indemnification, payment of utilities by Lessor, removal or structures/equipment from property and propane/natural gas storage/tanks.

14.4 Lessee agrees not to exceed gymnasium floor load capacity and will take all appropriate measure to protect it.

14.5 Lessee agrees to obtain all appropriate approvals for desired use (Fire Marshall, etc).

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IN WITNESS WHEREOF, the **SCHOOL BOARD** and the **LESSEE** have duly signed and executed these presents on this 24 day of February, 2015.

Signed, sealed and delivered in the presence of:

"LESSOR"
THE SCHOOL BOARD OF MONROE COUNTY FLORIDA



John Dick, Chairman

Attest:



Mark Porter, Superintendent of School

"LESSEE"

By: _____
Printed name and title:

Signature:

Witness as to **Lessee**:

Printed name: