

## RENEWAL LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_ 2026; by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, INC., shall be referred to herein as the ("PAL") a Florida non-profit corporation, hereinafter referred to as "Lessee," and together shall be referred to herein as the "Parties" hereby renews the Lease Agreement dated and signed on October 31, 2000 between the Parties.

### WITNESSETH

In consideration of the mutual covenants contained herein, the Parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee and Lessee hereby leases from Lessor approximately 6,000 square feet in the building located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952 ("Building"), the common facilities surrounding in the Building, and parking areas of that portion of Rotary Park, more particularly described in Exhibit A ("Premises"), owned by Lessor, attached hereto and incorporated herein.

2. The term of this lease shall be for a period of Twenty-Five (25) years commencing on the 1<sup>st</sup> day of November, 2025, and terminating on the 1<sup>st</sup> day of November, 2050, at 12:01 a.m.

3. The total rent under this lease is Twenty-Five Hundred Dollars (\$2,500.00). Lessee shall pay Lessor that amount in installments of One Hundred Dollars (\$100.00) each year beginning on November 1, 2025, and on the same date each year thereafter during the term of this lease.

4. Lessee shall have the option to renew this lease for successive Ten (10) year terms, subject to review of modifications by the Parties. Lessee shall exercise this option to renew by providing written notice of Lessee's intent to Lessor not less than six (6) months prior to the expiration of the current lease term.

5. The Premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the PAL organization is to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and

the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the Premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld.

Lessee may permit short term use of Premises for special fundraising events so long as, (1) the event is consistent with the mission of the organization, (2) remuneration is consistent with rates charged for other similar City facilities, and (3) Lessee provides a report of such use and charges, annually.

6. Lessee shall have the right, at its own expense, to improve or alter the Premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for all such improvements. Construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractors shall provide Lessor with current certificates of insurance and proof of workers' compensation insurance, satisfactory to Lessor. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations.

7. The buildings and structures on the Premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the Premises during the lease term, shall require the removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld; and all such permanent improvements and structures shall be the property of Lessor.

8. Lessee shall be responsible for the maintenance of the Building and grounds, and shall keep it in good repair at the Lessee's expense, during the duration of this lease or extension thereof. Lessee shall be responsible for all repairs in amounts less than \$500.00 per occurrence with a maximum of \$2,500.00 per calendar year expended. Lessor shall be

responsible for any and all repairs in excess of \$500.00 through the Lessor's Facilities Department.

9. As a further condition of this lease, Lessee shall not, in the use or occupation of the Premises and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, or otherwise commit a discriminatory practice.

10. Lessor shall not be liable for any claims arising from injury to persons or property from any cause relating to the occupancy of the Premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's improvements or alterations of the building upon the Premises.

11. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased Premises in a minimum amount of one million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid and copies of the insurance policies issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

12. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

13. Either party may terminate this lease by providing thirty (30) days written

notice to the other party.

14. All notices shall be directed to the following addresses:

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

Executive Director, PAL  
Port St. Lucie Police Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

15. The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

16. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the Premises.

17. Upon termination of this Lease by default or passage of time, the Premises any improvements to the Premises made by the Lessee shall become the sole and exclusive property of the Lessor.

18. Any and all remedies provided to Lessor or Lessee for the enforcement of the provisions of this lease are cumulative and non-exclusive and either party shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. In any action or proceeding to enforce this lease, or to secure any rights provided under this lease or accorded by law, each party shall be responsible for its own attorney fees and costs.

19. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the Lessor is entitled to under the doctrine of sovereign immunity, state law, or Section 768.28, Florida Statutes.

20. If any paragraph, subparagraph, sentence, clause, provision, or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

IN WITNESS WHEREOF, the Parties have set their hands and seals the date above written.

CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Jesus Merejo, City Manager

\_\_\_\_\_  
Witness

APPROVED AS TO FORM  
AND CORRECTNESS:

BY: \_\_\_\_\_  
Richard Berrios, Esq., City Attorney

PORT ST. LUCIE  
POLICE ATHLETIC LEAGUE, INC

BY:   
Richard Schichtel, President, PAL

**EXHIBIT A**

**Legal Description**

Parcel I.D. # 3420-745-0002-000-1

Tract B, Port St. Lucie Section 49, Tract B as recorded in OR Book 1316, Page 154, Public Records of St. Lucie County, Florida.