

LEASE

By and Between

CITY OF PORT ST. LUCIE

and

BOYS AND GIRLS CLUB OF ST. LUCIE COUNTY

Dated as of

June____, 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease” or the “Agreement”) is made and entered into as of the ____ day of _____, 2026, by and between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (“Landlord” or the “City”), and BOYS AND GIRLS CLUB OF ST.LUCIE COUNTY, INC., a Florida not-for-profit corporation, whose mailing address is 3104 Avenue J, Fort Pierce, FL 34947 (“Tenant”).

WITNESSETH:

In consideration of Premises, the rents, and the promises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Lease of the Premises. Landlord owns that certain real property situated in St. Lucie County, Florida, as described in **Exhibit A**, attached hereto and incorporated herein, which is commonly known as 198 NW Marion Avenue, Port St. Lucie, Florida (Parcel ID: 3429-111-0025-000-8), The leased premises includes cafeteria building, signs, the non-exclusive use of the west parking lot, sidewalks, play areas and common areas.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth below, the Premises.

2. Term. The initial term of this Lease shall be for a period of one (1) year (the “Initial Term”), commencing on the Effective Date (defined in Section 3 below) and terminating on the date which is the last day of the month which is one (1) year after the Effective Date, unless renewed as provided herein (“Expiration Date”). Tenant may extend the Term of this Agreement for up to two (2) lease renewal periods of twelve (12) months (the “Renewal Term”) upon six (6) months written notice to the City prior to the expiration of the Initial Term. Renewal is at the discretion of Landlord. For purposes of this Lease, “**Term**” means both the Initial Term and any applicable Renewal Term, and the designation of “**Expiration Date**” shall be interpreted to include the conclusion of any applicable Renewal Term of this Lease.

3. Conditions Precedent to Effectiveness of this Lease. Notwithstanding anything contained herein to the contrary, this Lease shall not become effective unless and until the City Council of the City of Port St. Lucie shall have approved the execution of this Lease. This Agreement shall be a binding contract and agreement between Landlord and Tenant on the date which both parties have executed this Lease (the “Effective Date”).

4. Rent. Tenant agrees to pay to Landlord the sum of \$3,735.94 per month, as base rent (the “Rent”), during the Term in lawful money of the United States. The Base Rent shall commence on the Effective Date and shall be payable monthly thereafter, in advance, on the first day of each calendar month without demand and without deduction, hold back or set off.

- i. Security Deposit.** Tenant shall not be required to pay a security deposit to Landlord for the lease of the Premises.
- ii. Additional Rent.** Tenant shall not be required to pay any Additional Rent, including operating costs, capital improvement costs, sales taxes, property taxes, or other amounts, except as expressly stated herein.

5 Termination of Lease. Either party shall have the right to terminate this Lease, for convenience and at any time, by providing the other party with sixty (60) days (“Termination Period”) prior written notice (“Termination Notice”). In the event a party terminates the Lease by providing the Termination Notice, Tenant shall vacate the Premises and the Lease shall terminate at the expiration of the Termination Period.

6 Maintenance, Repairs and Operational Costs. Tenant shall be solely responsible for all ordinary custodial maintenance, repairs, mowing, landscaping, custodial duties, and trash removal on the Premises during the Term of this Lease. Tenant is not responsible for any repair or replacement cost of building structure or systems except to the extent caused by Tenant other than by ordinary wear and tear. Building structures include without limitation foundation, exterior and load bearing walls, roofs and membranes, and other structural elements of the building. Building systems include without limitation electrical, elevators, internet, plumbing, boilers and water heaters, HVAC, irrigation and exterior lighting, and other equipment and systems of the building and premises. Tenant shall not make any changes, alterations, additions, improvements or repairs without approval from Landlord. In the event Tenant wishes to make any minor alternations, or improvement Tenant shall submit a request to the Director of the City’s Parks and Recreation Department requesting any such alterations. Tenant’s request will be reviewed and, if approved, the tenant will receive a written response from the Parks and Recreation Director or his designee. Tenant’s requests will be reviewed and addressed in a reasonably timely fashion. At all times during the Term, Tenant, at its sole cost and expense, shall keep the premises in good order and condition except for reasonable wear and tear, and shall keep same in a clean, sanitary and safe condition and remove all rubbish and trash from same. Tenant shall obtain all planning, permitting, and approvals for improvements and bear all associated costs.

- i. Waste.** Tenant shall not commit waste, overload, or purposely subject the Premises to any use that would damage the Premises. Tenant shall not permit any hazardous materials or conditions to occur or remain on the Premises. Tenant shall not use or occupy or permit or suffer the Premises to be used or occupied, and shall not do, or permit to be done, anything in or about the Premises, or any part thereof, that will cause material damage to the Premises, or any part thereof, or that will constitute a public or private nuisance or waste.
- ii. Custodial/Housekeeping Maintenance.** Tenant shall be responsible for providing regular custodial services to the Premises , including: (1) cleaning the bathrooms, washing the floors and dusting; (2) the removal of all garbage, trash, and other refuse from the Premises; and (3) keeping the outdoor areas neat and presentable (collectively referred to as “Custodial Maintenance”). Tenant covenants and agrees not to burn trash or garbage in, on, or about the Premises. Tenant shall provide any necessary dispensers for soap and/or paper products and Tenant shall be responsible for maintaining the necessary supplies for said dispensers.
- iii. Failure to Maintain.** If Tenant refuses or fails to perform its obligations of Custodial Maintenance, as required herein, to the reasonable satisfaction of Landlord, Landlord may (but shall not be obligated to) after giving Tenant fifteen (15) days prior written notice thereof except in cases of emergency, either: (a) undertake such maintenance, and upon completion thereof, Tenant shall reimburse Landlord for the cost of undertaking such maintenance (including labor and materials), upon presentation of the bill therefor, or (b) declare Tenant in default pursuant to the provisions of this Lease.

7. Use of the Premises. During the Term of this Lease, Tenant shall have the right to use and/or occupy the Premises for provision of after-care programs to children at greatly reduced rates, as set forth herein, and for no other purpose (“Primary Use”). The Parties recognize and acknowledge that the manner in which the Premises and improvements thereto are used and operated are matters of importance to Landlord during Landlord’s ownership of fee title to the Premises. Tenant shall seek written approval from Landlord for any other uses of the Premises and Landlord shall not unreasonably withhold or delay its consent to such other uses so long as they are consistent with the Primary Use. Tenant agrees that at no time will it knowingly permit the Premises or any portion thereof to be used for any illegal purpose.

Non-Discrimination and Accommodations for Disabled Individuals. Tenant acknowledges and agrees that, to the best of its knowledge, the Premises are and shall be, at all times, maintained in accordance with the requirements for disabled individuals as contained in the Americans with Disabilities Act and Chapter 553, Florida Statutes, as may be amended. Tenant further acknowledges and agrees that it shall not discriminate against any worker, employee, volunteers, applicant, participant, or any member of the public because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory act.

8. No Liability for Personal Property. All personal property placed, move, stored, or constructed on the Premises shall be at the risk of Tenant. Landlord shall not be liable for any damage to said personal property unless caused by or due to negligence of Landlord, its agents or employees, subject to the limitations of Section 768.28, Florida Statutes.

9. Liability for Damage or Injury. Landlord shall not be liable for any damage or injury which may be sustained by any person, party or property on the Premises, from any cause, including but not limited to any damages or injuries sustained on the sidewalks and parking areas within or adjacent to the Premises during the Term of this Lease, other than the damage or injury caused solely by the negligence of Landlord, its agents or employees, subject to the limitations of Section 768.28, Florida Statutes.

10. Insurance. Upon execution of this Lease, Tenant shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the Term of this Lease, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as Landlord's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease. The parties agree and recognize that it is not the intent of Landlord that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than Landlord and Landlord shall not be obligated to provide any insurance coverage other than for Landlord or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Lease, any obligation to name

Landlord as an additional insured under any other insurance policy or otherwise protect the interests of Landlord as specified in this Lease.

i. Workers’ Compensation Insurance & Employer’s Liability. Tenant shall agree

to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. Coverage shall apply on a primary basis and non-contributory basis. A Waiver of Subrogation endorsement shall be provided to the Landlord.

ii. Commercial General Liability Insurance. Tenant shall maintain Commercial General Liability Insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the Landlord. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

iii. Automobile Liability Insurance. Tenant shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, Tenant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Tenant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to Landlord. Coverage shall apply on a primary and non- contributory basis.

iv. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state coverage required by this Lease have been endorsed to include the City of Port St. Lucie, a municipality of the State of

Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability and Auto Liability Policies. The name of the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents.**" The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements

shall be attached to the Certificate of Insurance.

- v. **Waiver of Subrogation.** Tenant shall agree by entering into this Lease to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Tenant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Tenant enter into such a Contract on a pre-loss basis.
- vi. **Deductibles.** All deductible amounts, with the exception of property insurance for the on the buildings/structures, shall be paid for and be the responsibility of Tenant for any and all claims under this Lease. Where an SIR (self-insured retention) or deductible exceeds \$5,000, the Landlord reserves the right, but not obligation, to review and request a copy of the Tenant's most recent annual report or audited financial statement.
- vii. **Property Insurance.** Landlord shall procure and maintain in force, at its own expense and during the Term of this Lease, Commercial Property Insurance for the buildings, structures, fixtures and equipment and property in the open.
- viii. **Tenant Responsibility.** Tenant may procure and maintain in force, at its own expense and during the Term of this Lease, Commercial Property Insurance for the contents maintained by Tenant at the Premises, in limits deemed appropriate by Tenant. Landlord shall not be responsible or liable for any loss or damage to Tenant's contents maintained at the Premises, and Landlord will not procure nor maintain insurance for Tenant's contents.
- ix. **Approval of Carriers.** Landlord reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the Term of this Lease. All insurance carriers must have an AM Best rating of at least A: VII or better.
- x. **Contractors, Subcontractors and Independent Contractors.** Tenant agrees that in the performance of this Lease it will utilize duly licensed and insured contractors, subcontractors and independent contractors licensed to do business in the State of Florida. It shall be the responsibility of Tenant to ensure that all contractors, subcontractors and independent contractors comply with the same insurance requirements referenced herein. It will be the responsibility of Tenant to obtain Certificates of Insurance from all contractors, subcontractors, and independent contractors listing the Landlord as an Additional Insured, without the language "when required by written contract.
- 11. **Utilities.** All applications and connections for necessary utility services on and to the Premises shall be made in the name of the Tenant. At all times during the Term, Tenant shall be responsible for the payment of any charges, fees or monthly costs associated and pay for all utilities including telephone, water, sewer, electricity, refuse removal, and other services associated with operation of the premises.

12. Security. Tenant, at Tenant's sole cost and expense, shall be responsible for providing sufficient security for the Premises during the Term. Landlord shall not be responsible for providing security to the Premises other than as customarily provided to City owned parks.

13. Compliance with Law. During the Term, Tenant shall be responsible for causing the Premises to comply with all hereinafter enacted laws, ordinances, rules, regulations, authorizations orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, regulatory bodies, boards or officers exercising or having jurisdiction over all or any part of the Premises. Neither this Lease, nor any of its provisions, shall prevent Landlord from enacting or seeking to enforce any rule, regulation, ordinance or charter provision which may affect the Premises, regardless of whether such local law is the results of action by the City Council, the Mayor, or by initiative and referendum, or by any other applicable procedure.

14. Alterations and Improvements. Tenant shall not make any alterations or improvements to the Premises without having first obtained Landlord's written consent. All alterations and improvements constructed by Tenant, its agents, or contractors, upon Landlord's written consent, shall: (i) conform to the requirements of this Lease; (ii) be made in a commercially reasonable and workmanlike manner; and (iii) comply with all applicable state, federal, county, and local statutes, ordinances, building codes and any other applicable rules and regulations. Tenant shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed at the Premises. At the expiration or termination of the Lease, all such permanent additions, changes, alternations, improvements, and new structures placed, built or brought on the Premises shall be and remain the property of Landlord. **Routine non-structural maintenance may be performed by the tenant without prior approval, while structural improvements require the City's written consent and compliance with all codes.**

15. Casualty. In the event the Premises are damaged or destroyed by fire, lightning, storm, or other casualty, Tenant shall promptly notify Landlord of such damage and properly secure the Premises to a safe condition in compliance with all applicable laws and ordinances. The parties agree to cooperate with respect to insurance proceeds received in connection with the damage, destruction or casualty loss and performing any remediation work to the Premises with reasonable diligence, it being the parties' intent and goal of fully restoring the Premises to its condition as it was prior to the casualty. Rent shall be abated during any period during which the Premises cannot reasonably be fully occupied or used for the Primary Use.

16. Condemnation. If all of the Premises are acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding, and all Rent and other charges shall be paid by Tenant up to that date. If any portion of the Premises is acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, with the result that the remaining portion of the Premises cannot be reasonably used for the Primary Use of the Premises, in Landlord's reasonable opinion, then this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding. In the event of a partial taking or condemnation which does not result in the remaining portion of the Premises being unusable for the Primary Use of the Premises, in Landlord's reasonable opinion, then Tenant shall not be released from Tenant's obligations under this Lease. Tenant shall have no claim or right to any award given by way of any eminent domain, condemnation, or similar proceeding involving the Premises.

17. Expiration of Term. At the expiration or termination of the Term, Tenant shall peaceably and quietly yield up to Landlord possession of the Premises, together with all improvements thereon, in good order and condition, reasonable wear and tear excepted. Upon such expiration or termination, Tenant, at the reasonable request of Landlord, shall deliver to Landlord all plans, surveys, permits and other documents in Tenant's possession relating to, and necessary or convenient for, the operation of the Premises not otherwise considered to contain proprietary information of Tenant. Any personal property of Tenant which remains on the Premises after the expiration or earlier termination of this Lease for a period of thirty (30) days after written request by Landlord for removal, shall, at the option of Landlord, be disposed of without accountability, in such a manner as Landlord may see fit.

18. Assign and Sublet. Tenant shall not assign or sublet its interest in this Lease without the City's prior written consent. In the event of any assignment or subletting of the Premises, Tenant shall remain fully responsible and liable for the payment of Rent and any and all other sums or charges required hereunder and for the performance of all other obligations, promises and covenants imposed upon Tenant herein.

19. Hazardous Material. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the Premises are free and clear of Hazardous Materials (as hereinafter defined). For the purposes of this Lease, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) as now in effect or as same may be amended from time to time, or such substances, materials, and wastes which are now or hereafter become regulated by any federal, Florida, district, St. Lucie county or City of Port St. Lucie environmental agency, including, without limitation, any material, waste or substance which is asbestos and petroleum-related products. Tenant shall not use, generate, store, or dispose of Hazardous Materials on the Premises, and shall be solely responsible to promptly cure and remediate any breach of that prohibition. Except for Hazardous Materials introduced to the Premises by Tenant in violation of this Lease, Landlord shall have the absolute and sole responsibility to promptly address, cure, and remediate instances in which Hazardous Materials are released on the Premises or migrate to the Premises, as required by applicable laws, ordinances, rules, orders and regulations of any governmental entity as now existing or promulgated hereafter.

20. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, and its officers, employees, attorneys, and agents, and all of the successors and assigns of the foregoing ("Indemnified Party") from and against any all "Claims" (as defined below), costs, losses, damages (including but not limited to all fees and charges of attorneys, experts, and other professionals, and all court or other resolutions costs) liabilities, expenditures, or causes of action of any kind, to the end arising from relative to or cause by: (a) the acts or omissions of Tenant, or its officers or employees, or its contractors (including negligent, reckless, or willful or intentional acts or omissions of any contractor, subcontractor or anyone directly or indirectly employed by any of them to perform or furnish any work or services for Tenant) or its invitees, vendors, agents; (b) the maintenance or operation by Tenant of the Premises; (c) a default by Tenant in the performance of its obligations under this Lease; (d) the use of Premises by Tenant, its officers, employees, contractors, invitees or agents; or (e) some or all of the foregoing.

- i. Claims.** Claims shall mean: (a) claims for bodily injury, disease or death; (b) claims for injury or destruction of real or personal property and including the loss of use

of value, or both, resulting therefrom; (c) claims alleging violation of the United States or Florida Constitution, Code or statute of any federal or state agency rule or regulation, district regulation or of the St. Lucie County Code or Administrative Rules, or of the City of Port St. Lucie's Code, or of any judgment, order, decree, or permit, or other binding directive, or some or all of the foregoing; (d) claims alleging a violation of any common law duty; (e) claims asserting a mechanic's lien, judgment lien, equitable lien, construction lien, or any other type of lien against the Landlord, or any property owned by the Landlord, its successors or assigns; (f) claims alleging any actual or alleged infringement of any intellectual rights or property of any person; or (g) claims alleging some or all of the foregoing.

- ii. **Waiver.** Tenant acknowledges and agrees that it waives and releases any defense, excuse, or avoidance it may now have or ever in the future have that the indemnity provided to the Indemnified Party by the provisions hereof are not fully enforceable as written.
- iii. **No Conditions.** The obligations of the Tenant under this Indemnification provision are absolute and unconditional and are not conditioned in any way on any attempt by an Indemnified Party to collect from an insurer any amount under a liability insurance policy or collect against others whom may be liable to the Indemnified Party, and are not subject to any set-off, defense, deduction, or counterclaim that Tenant might have against the Indemnified Party. The insurance requirements set forth herein are independent of Tenant's indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit, or modify Tenant's indemnification and other obligations or to limit Tenant's liability under this Lease.
- iv. **Limitation.** Tenant shall have no obligation to indemnify, defend, or hold harmless any Indemnified Party to the extent a Claim arises from or relates to any breach of this agreement by, or any act or omission of, the Indemnified Party.

The obligations of Tenant hereunder shall survive the expiration or other termination of this Lease.

21. Right to Inspect. Upon Landlord's reasonable prior notice to Tenant, Tenant shall permit Landlord, and any agents, employees, or independent contractors of Landlord to have access to and to enter upon the Premises at all reasonable or necessary times to inspect the Premises. Such right of entry, except in cases of emergency, shall at all times, be upon reasonable prior notice to Tenant.

22. No Reliance on Diligence Items. In the course of Tenant's review of the Premises, Landlord may but is not obligated to provide certain due diligence materials (i.e. plats, surveys, legal descriptions, architectural drawings, engineering drawings, sketches, surveys, utility locations and utility-related equipment, recorded or unrecorded easements or licenses affecting the Premises, etc.) (hereafter the "Diligence Items"). Tenant acknowledges and agrees that some or all of the Diligence Items may have been prepared or furnished by third parties outside of Landlord's control or employment and have been provided purely as a courtesy to Tenant. Tenant acknowledges and agrees that none of the Diligence Items shall be deemed to be an express or implied representation of the quality or conditions of the Premises or any portion thereof or confirmation by Landlord of the accuracy of any condition or depiction set forth therein.

23. Default or Breach. Each of the following events shall constitute a default by Tenant of its obligations under this Lease:

- i. Failure to Pay Rent.** Tenant's failure to pay to Landlord the Rent, or any other sums or charges due hereunder within thirty (30) days after the same shall be due.
- ii. Failure to Perform.** Tenant's failure to perform or comply with any of the conditions or provisions of this Lease other than with respect to the payment of Rent, for a period of thirty (30) days after the delivery to Tenant by Landlord of written notice of such failure, or for such additional period of such time as is reasonable provided that Tenant shall commence to cure such matter within such thirty (30) day period and thereafter diligently pursue completion thereof.
- iii. Failure to Maintain All Applicable Licenses.** Tenant's failure to maintain any active licenses in good standing as necessary to lawfully carry out Tenant's operations for the Primary Use in the Premises.
- iv. Failure to Occupy or Operate.** Tenant vacating or abandoning the Premises. Tenant will be considered to have abandoned the Premises if not present for a period of one (1) month. If Tenant abandons the Premises, Landlord shall have the right re-enter the Premises and, after delivering at least thirty (30) days prior written notice, may consider all personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case, Landlord may dispose of the personal property in any manner it deems appropriate and is relieved of all liability for doing so.

24. Effect of Default. In the event of any default by Tenant of its obligations under this Lease, the rights of Landlord shall be as follows:

- i. Termination of Lease.** Landlord may terminate this Lease and all rights of Tenant hereunder by giving Tenant sixty (60) days prior written notice that this Lease is terminated.
- ii. Right to Cure.** Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or perform any work required to be performed by Tenant hereunder, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.
- iii. Damages.** Whenever either party may seek or claim damages against the other party (whether by reason of a breach of this Lease by such party, in enforcement of any indemnity obligation, or otherwise), neither Landlord nor Tenant shall seek, nor shall there be awarded or granted by any court, arbitrator, or other adjudicator, any speculative, consequential, collateral, special, punitive, or indirect damages whether such breach shall be willful, knowing, intentional, deliberate, or otherwise. The parties intend that any damages awarded to either party shall be limited to actual, direct damages sustained by the aggrieved party. Neither party shall be liable

for any loss of profits suffered or claimed to have been suffered by the other. This provision shall survive the expiration or termination of this Lease.

25. Not Consent to Sue. The provisions, terms or conditions of the Lease shall not be construed as a consent of Landlord, City of Port St. Lucie, to be sued by any third party because of said leasehold. Nothing in the Lease shall be construed as an indemnification of Tenant by Landlord or as a waiver of sovereign immunity beyond that provided in Florida Statutes, Section 768.28.

26. No Construction Against Preparer. This Lease has been prepared by Landlord and Tenant. Landlord and Tenant believe that this Lease is the product of their collective efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord merely because of their efforts in preparing it.

27. City's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and Landlord's status as City hereunder, the City retains all of its sovereign prerogatives and rights as a municipal corporation under Florida laws (but not in regard to its status as City in its capacity as landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning or exercising its planning or regulatory duties and authority. For the avoidance of doubt, this Agreement shall not impose any obligation upon the City in its regulatory capacity. At Tenant's request, City agrees to cooperate with Tenant in good faith and with reasonable diligence, with any efforts by Tenant to seek approvals and agreements from the City under Chapter 163 of the Florida Statutes, including without limitation City's joinder in any applications for and active support of such approval.

28. Public Records Law. Tenant acknowledges that Landlord is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. Landlord shall retain copies of this Lease and any and all related documents including written correspondences between Landlord and Tenant and Tenant acknowledges that the same shall become a public record subject to the Florida Public Records Law, which the Landlord shall disclose whenever a public records request is properly made. This provision shall survive the expiration or earlier termination of this Lease.

29. No Equitable Ownership. Nothing in this Lease shall be interpreted to create an equitable ownership of the Property in Tenant's name. Tenant specifically confirms that it is not the equitable owner of the Premises and waives any benefits which may accrue to Tenant in the event that they were deemed to be an equitable owner of the Premises. At all times in this Lease, the Landlord shall remain the owner of the Premises.

30. Mechanics Liens. Tenant has no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord or Tenant in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that should any lien be filed, Tenant shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. Tenant agrees that it will save, defend and hold Landlord harmless for any and all loss, costs or expense based on or arising out of any asserted claims or liens against the leasehold estate or against the right, title or interest of the Landlord in the Premises

or under the terms of this Lease. Tenant agrees to give Landlord prompt written notice of Tenant's awareness of the placing of any lien or encumbrance against the Premises and Landlord agrees to do the same.

31. Notices. Whenever this Lease requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth below by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) hand delivery, or (d) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. A notice given by an attorney representing the party to this Lease shall be deemed to be given by such party. Addresses for notices are as follows:

Any notice to be served upon Landlord shall be served to the following address:

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attention: City Manager
Telephone: 772-871-5163
Email: jmerejo@cityofpsl.com

Work Order Notice shall be served to the following address:

City of Port St. Lucie
Parks and Recreation Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attention: Director
Telephone : 772-344-4005
Email: bkeen@cityofpsl.com

With a copy to:

City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772-871-5294
Email: rberrios@cityofpsl.com

Any notice to be served upon Tenant shall be served to the following address:

Boys and Girls Club of St. Lucie Couty, Inc.
3104 Avenue J
Fort Pierce, FL 34947 Attention:
Email:

With a copy to:

32. Quiet Enjoyment. Landlord warrants that if Tenant shall pay all Rent as provided herein to be paid by Tenant and perform all the covenants of the Lease to be performed by Tenant, Tenant shall, during the Term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and all other rights and privileges herein granted, without hindrance or interruption by Landlord or any other person(s) acting through Landlord.

33. Holdover. Any holding over after the expiration of the Term, with the consent of Landlord, shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance.

34. Miscellaneous Provisions:

A. Applicable Laws. Each party shall comply with all applicable local, state and federal laws, rules and regulations, as well as any and all governing agencies, pertaining to this Lease.

B. Binding. All terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns and subtenants of the parties hereto.

C. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida and the venue of any action under this Lease shall be in St. Lucie County, Florida.

D. Exhibits. Any and all Exhibits and Attachments referenced in this Lease are incorporated into this Lease by such reference, even if not physically attached hereto.

E. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

F. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Lease will remain in full force and effect.

G. Entire Agreement. This Agreement and all exhibits and attachments attached hereto contain the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

H. Amendments. This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.

I. Construction. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be

deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

J. Headings. The paragraph headings contained in this Agreement are labels to assist in locating and reading the respective paragraphs and shall have no effect upon the construction of the Lease.

K. Computation of Time. Unless otherwise specified, term “days” when used in this Agreement mean calendar days. If any time ends on a Saturday, Sunday, or holiday officially recognized by the City, the period will end on the next succeeding business day.

L. No Waiver. No failure by either Party to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord, nor payment by Tenant, of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by a Party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other Party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of a Party hereunder shall be implied from any omission by the other Party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by a Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. To the extent permissible under Florida law, a facsimile/electronic (i.e. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Lease.

N. Status of Parties. It is mutually understood and agreed that the relationship between the parties shall be that of independent entities contracting with each other at arm’s length and that this Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the parties.

O. Force Majeure. Neither party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including, without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance; provided, however, that the foregoing shall in no event be applicable with respect to the payment of money from Tenant to Landlord.

P. Binding Lease. This Agreement shall be binding upon and shall inure to the benefit of, the parties and their respective representatives, successors and permitted assigns.

Q. Recording. A Memorandum of this Agreement may be recorded among the Public

Records of St. Lucie County, Florida, in order to give record notice of the existence of this Agreement, provided the Memorandum shall not include the financial terms of this Lease. Either party may request that such Memorandum be recorded. The Party requesting such Memorandum shall be responsible for the payment of any recording fees and/or taxes.

R Radon Gas. 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 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 department.

S Time of the Essence. It is understood and agrees between the parties that time is of the essence for all performances and obligations due under this Agreement.

T Waiver of Jury Trial. NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year below written.

WITNESSES:

LANDLORD:

**CITY OF PORT ST. LUCIE, a Florida
municipal corporation**

Name: _____

By: _____

Shannon Martin

Mayor

Date: _____

Name: _____

WITNESSES:

TENANT:

**BOYS AND GIRLS CLUB OF ST.LUCIE
COUNTY, INC., a
Florida not-for-profit corporation**

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

EXHIBIT A

Parcel ID: 3429-111-0025-000-8

