

LEASE

THIS LEASE is made this 1st day of October, 2019 by and between STANLEY CRAWFORD of 1482 SW Commercial Glen, Lake City, Florida 32025 (hereinafter "Lessor"), and Columbia County OBO Florida third Judicial Circuit Guardian AD Litem Program. (hereinafter "Lessee").

Lessee leases from Lessor, 885 SW Sisters Welcome Rd., Lake City, Florida.

1. **Term and Rental:** This lease price will be \$3,325.00 per month. The total square footage of the building 3284 sq. ft. The yearly rental amount is 3284 square feet multiplied by \$12.15 per sq. ft. for an annual rental amount of \$39,900.00 and will continue at that rate for a total of 3 years or 36 months until September 30, 2022. Rent is payable in advance on the first of each month at 1482 SW Commercial Glen, Lake City, Florida 32025 or at such address Lessor shall designate in writing.
2. **Utilities:** Lessee shall pay for all water and electrical utilities to premises during the term of the lease.
3. **Notices:** All notices shall be by certified mail, return receipt requested, addressed to the leased premises for the Lessee, and to Lessor at the place designated for payment of rent.
4. **Insurance and Liabilities:** Lessee shall maintain commercial general liability insurance for liability for accidents or injuries to person or property or other casualty which may occur or arise on the premises, or from the business conducted on the premises in an amount no less than the amount of such liability insurance Lessee presently has in place. Lessee shall maintain insurance on its contents and other tangible personal property on the premises as Lessee deem appropriate. Each party shall be liable for claims or damages arising from any act or negligence on its part. Lessor shall be named as an additional insured on the commercial general liability policy maintained by Lessee and provide Lessor with proof of insurance.
5. **Keys:** Lessor shall provide one key to each lock. Lessee shall pay for any lost keys or necessary lock re-keying.
6. **Maintenance and Repair:** Lessee shall maintain the premises at Lessee's expense except that Lessor shall maintain the exterior walls, roof, plumbing, HVAC, and electrical service. Lessee shall make no alterations except by written consent. Any alterations shall be the property of Lessor at the end of the lease, unless otherwise provided in writing. Lessor shall not be required to do any maintenance occasioned by the acts of Lessee, its invitees, etc., and whenever such damage occurs, repairs shall be paid by Lessee. The Lessor shall not be responsible for making repairs to the interior of Lessee's premises such as cleaning out a stopped toilet, replacing light bulbs, change HVAC filters or items which are used strictly by Lessee. Lessee acknowledges receipt of the premises in good repair and clean. *If HVAC repair is due to neglect of scheduled filter changes Lessee will be responsible for repair.*
7. **Equipment and Furnishings:** All equipment or other items installed by Lessee shall remain the property of the Lessee, and Lessee has the right to remove the same, provided

Lessee is not in default. The repairs for any damages caused by the removal of the equipment, etc. shall be paid by Lessee.

8. **Damage by Fire or Other Casualty:** If the building is rendered untenable by fire or other casualty not caused by Lessee, its agents, invitees etc., the premises shall be repaired by the Lessor, and rent shall be reduced during the repairs by the percentage the premises cannot be used after the damage occurred and before repair; provided however, if the damage to the building is in excess of 80% Lessor may, at his election, decide not to repair. If this decision is made, Lessor shall notify Lessee within 20 days of said casualty, and this lease shall be terminated as of the date of said casualty. In any event, if Lessor's repairs take longer than 60 days with Lessor using all reasonable diligence to complete the same, Lessee may, at its option, terminate this lease effective the date of the casualty.
9. **Re-delivery of Premises:** Lessee shall return the premises the same as upon delivery except for reasonable use and wear. Property which remains after Lessee vacates shall be considered abandoned, and shall become Lessor's property, or removed at Lessee's expense. If Lessee removes a substantial portion of Lessee's property after a default or notification to Lessor that Lessee is vacating, Lessor may enter to prepare the premises for re-renting without any allowance to Lessee, and such acts shall not change or end this lease.
10. **Signs:** Lessee shall erect and maintain all signs for its business. Lessor shall specify the locations for the signs. Signs must be removed by Lessee at the end of the lease. Damage caused by the erection or removal shall be paid by Lessee.
11. **Garbage:** Lessee shall pay for the removal of its trash.
12. **Parking:** Lessor shall provide parking for 15 cars for Lessee's employees, agents, and invitees.
13. **Sub-Lease:** This lease may be sublet only with the prior written consent of Lessor.
14. **Termination of Lease:** Lessor shall have the option to terminate this lease if Lessee becomes insolvent, if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed either by or against Lessee. In the event that the Lessee contracts to purchase an office building, then the Lessee may terminate this lease upon ninety (90) days written notice to Lessor.
15. **Taxes:** Lessee is a non-profit corporation exempt from State of Florida Sales and Use Taxes, and that its tax-exempt certificate number is _____. Lessee shall pay all taxes, if any, on personal property, fixtures, etc., placed by Lessee in or about the premises.
16. **Default:** If Lessee defaults in the payment of rent, or Lessee or Lessor defaults in the performance of any of the other covenants or conditions hereof, the non-defaulting party may give the defaulting party notice of such default, and if the defaulting party does not cure any rent or other default within twenty (20) days after the giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if the defaulting party does not commence such curing within such twenty (20) days, and

thereafter proceed with reasonable diligence and in good faith to cure such default, then the defaulting party may terminate this lease on not less than ten (10) days notice, to the defaulting party. On the date specified in such notice, the term of the lease shall terminate, and Lessee shall then quite and surrender the premises to Lessor, the defaulting party remaining liable for any deficiencies arising out of said default or defaults.

17. **Attorney Fees:** If either party files an action to enforce any covenant of this lease, engages the services of an attorney to enforce any covenant of the lease, or for any default or breach of any covenant here, the defaulting party agrees to pay all reasonable attorneys' fees, including attorneys' fees on appeal, and costs incurred as a result of said breach.
18. **Option to Renew:** Lessor grants Lessee the option to renew this lease for one additional year with a 90 day written notice. Rent will be determined at that time.
19. **ADA Compliance:** Lessor represents and warrants the premises are in compliance with American Disabilities Act (ADA) as to federal, state and local requirements. In the event it is determined that the premises are not in ADA compliance for any reason, Lessor, at its expense, shall be solely responsible for bringing the premises into ADA compliance within 30 days of notice. Lessor represents he is the owner of the premises.
20. **Parties Bound and Applicable Law:** This Lease shall be binding upon and inure to the benefit of the respective parties, including their heirs, personal representatives, successors and assigns, and shall be construed in accordance with the laws of the State of Florida.
21. **Waiver:** No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a continuing waiver or waiver of any subsequent breach of the same or any other covenant or condition of this Lease.

Freddie Kapp
Witness to Lessor

Stanley Crawford
Stanley Crawford

CM Palmer
Witness to Lessor

Witness to Lessee

Lessee

Witness to Lessee



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 8/28/2019 Meeting Date: 9/5/2019

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature:

A handwritten signature in black ink, appearing to be "Penny Stanley", written over a light blue circular stamp.

1. Nature and purpose of agenda item:

BCC Administration - Lease Agreement with Stanley Crawford - Guardian AD Litem Program 3 Year Lease - \$3,325 per month

2. Recommended Motion/Action:

Requesting Approval

3. Fiscal impact on current budget.

This item has no effect on the current budget.

THIS ITEM WAS APPROVED WITHOUT EXCEPTION BY THE BOARD OF
COUNTY COMMISSIONERS ON
9/5/2019