

LEASE AGREEMENT

THIS LEASE is made and entered into by and between **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "LESSOR"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085, and **ST. JOHNS COUNTY CULTURAL COUNCIL, INC.** (hereinafter referred to as "LESSEE"), a Florida not-for-profit corporation, whose mailing address is 15 Old Mission Avenue, St. Augustine, FL 32084.

WITNESSETH:

That in consideration of the covenants herein contained and the Rent to be paid, LESSOR and LESSEE hereby agree as follows:

(1) **LEASED PREMISES:** LESSOR does hereby rent, lease and demise unto LESSEE, and LESSEE does take from LESSOR, for a Term hereinafter provided, and in all instances in the condition as presented as of the date of this Lease, the following described premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Leased Premises"): the Waterworks Building, 184 San Marco Avenue, St. Augustine, Florida, and outdoor music platform, as depicted on the site plan sketch attached hereto and incorporated herein as Exhibit A.

(2) **TERM:**

(a) Initial Term: The initial Term of this Lease will be for three years, commencing on _____ 2022 at 12:01 a.m. and expiring _____ 2025 at 11:59 p.m., subject to the terms and conditions set forth herein.

(b) First Renewal Term: No later than one hundred and twenty (120) days prior to the end of the initial term, the parties will enter into good faith negotiations regarding the potential renewal of the Lease Agreement. The intent of the negotiation period is for both parties to evaluate whether a renewal of the lease addresses their respective needs and furthers their mutual goals. If the parties agree to a First Renewal Term, that term will be for ten years, commencing upon expiration of the Initial Term and expiring _____ 2035 at 11:59 p.m., subject to the terms and conditions set forth herein.

(c) Second Renewal Term: Unless either party gives notice to the other party no later than one year (365 days) prior to the expiration of the First Renewal Term, this Lease Agreement will automatically be renewed for a second and final term. The Second Renewal Term will be for ten years, commencing upon expiration of the First Renewal Term and expiring _____ 2045 at 11:59 p.m., subject to the terms and conditions set forth herein.

(3) **RENTAL:** In consideration for LESSEE's primary use of the Leased Premises as a community center providing arts, culture, and educational programming in furtherance of the City of St. Augustine's Vision Plan: 2014 and Beyond, the rental of the Leased Premises shall be in the amount of eighteen thousand and 00/100 (\$18,000.00) Dollars ("Rent") over the Initial Term of this Agreement and shall be payable monthly, in advance, at

a rate of \$500.00, plus applicable taxes, commencing on the first day of _____, 2022, and on the first day of each consecutive month thereafter during the Initial Term of this Lease. The Rent shall be annually adjusted on the first day of _____, 2023 and on the first day of _____ of each year thereafter based on the increase in the Consumer Price Index (CPI) for southern urban consumers for areas with a population of fewer than 50,000 for the measured period of June 1st through May 31st of each year. The rental of the Leased Premises for a First Renewal Term or Second Renewal Term will be due and payable in the same manner, unless otherwise agreed to by the parties in writing in an addendum to this Lease Agreement. The Rent shall be payable the month preceding the month of occupancy and shall be payable to LESSOR at:

**CITY OF ST. AUGUSTINE
DEPARTMENT OF FINANCE, BUDGET, AND MANAGEMENT
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210**

A late fee of fifteen (15%) percent of the monthly lease will be assessed for any late payment received after the fifth day of each month. Failure to pay rent, in total, before the end of the fifth day shall be a default of the Terms of this Rental Agreement.

In addition to the Rent payable hereunder, LESSEE shall be responsible, as Additional Rent, for the payment of any real estate taxes assessed during the Term of this Lease by any governmental agency having taxing authority. Real estate taxes shall be paid within thirty (30) days of the date an invoice for such taxes is transmitted to LESSEE by LESSOR.

LESSEE shall be responsible for timely payment of all personal property taxes, excise, use, sales, or other taxes which may be levied for or on account of LESSEE'S occupancy or rental of the Leased Premises now or at any time during the Term of this Agreement.

(4) INTERIOR BUILD-OUT, CUSTODIAL SERVICES, AND UTILITIES: LESSEE shall pay for all costs associated with the interior build-out of the Leased Premises for its intended use and shall pay for the cost of custodial services and utilities furnished to the Leased Premises, such as gas, electricity, telephone, water and sewer, trash, and garbage collection service, and shall make all necessary utility deposits. LESSOR shall not be responsible or liable for any interruption or failure of utility service. Prior to issuance of any construction permit, LESSEE shall coordinate with the City's Planning and Building Department, Historic Preservation Officer for review and compliance with the Waterworks Building preservation covenants.

(5) LICENSE AND PERMITS: LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses and permits necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(6) MAINTENANCE: LESSOR covenants and agrees to keep the structural integrity of the interior and exterior of the Leased Premises and the exterior appearance of the Leased

Premises in good and sufficient repair, including the air-conditioning equipment, interpretative and historical panels, fencing and landscaping, excepting unforeseen casualty not caused by the acts or omissions of the LESSEE, its employees, agents, or guests. LESSEE shall maintain all non-structural interior components of the Leased Premises, including but not limited to all interior doors, floors, ceilings, walls, and finishes, and the electrical and plumbing for said Leased Premises in good condition and shall make all above-ground repairs to said equipment. LESSOR shall be responsible for all below-ground repairs. Installation, maintenance and repair of all equipment, fixtures or furnishings to the Leased Premises shall be the sole responsibility of LESSEE. LESSEE agrees to maintain, clean, and repair the interior of the Leased Premises at the LESSEE'S sole cost and expense during the continuance of this Lease in good, sound, clean and serviceable condition, and repair, except for defects in materials or workmanship in the construction of the building housing the Leased Premises. LESSOR shall not be required to replace, renew, or repair any depreciation or damage caused by the negligence of LESSEE or LESSEE'S employees, agents, or guests. At the sole option of LESSOR, LESSOR may undertake or contract for the renewal or repair of any damage, electrical failure or plumbing stoppage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests and may charge LESSEE for the reasonable cost of such renewal or repair.

(7) **INDEMNIFICATION:** LESSEE agrees, to the extent allowed by law and except and to the extent caused by the LESSOR'S gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the LESSOR, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property, or the environment, including, without limitation, any contamination of the Leased Premises, such as the soil or storm water, or by fuel, gas, chemicals or any hazardous substances, or bodily injury, including death, incurred or sustained by any party to this Rental Agreement, any agent or employee of any party to this Rental Agreement or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Rental Agreement, the LESSEE'S use or occupancy of the Leased Premises, the LESSEE'S acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Rental Agreement or any breach of the terms of this Rental Agreement. LESSEE recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the LESSOR in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Rental Agreement. Compliance with the insurance requirements described in paragraph 8, below, shall not relieve the LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this paragraph. Notwithstanding anything to the contrary in the foregoing or within this Rental Agreement, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

(8) **HOLD HARMLESS; INSURANCE:** LESSEE agrees that LESSEE will at all times indemnify and save and keep LESSOR harmless from any and all claims for damage and liability to persons or property occasioned, either directly or indirectly, by the use and occupancy of the Leased Premises by the LESSEE and the LESSEE'S licensees, invitees, guests, agents and employees, including any court costs and attorney's fees, including any appeals, and shall defend the LESSOR against any such claims. LESSEE, at LESSEE'S expense, shall provide policies of insurance generally known as public liability and property damage insurance and/or "Owner's Landlord and Tenant Insurance" insuring LESSOR and LESSEE against all claims and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred in connection with the operation and/or maintenance of the Leased Premises in a coverage amount of not less than \$1,000,000 for each occurrence for damages to persons or property and \$500,000 for damages to the Leased Premises. **LESSEE shall obtain and deliver to LESSOR prior to or at commencement of this Lease a copy of the original policy showing the LESSOR as a named insured along with a corresponding certificate of insurance and thereafter shall provide copies of all renewals of said policy.** Failure to so provide such a policy or renewals shall constitute a default hereunder. The LESSEE also shall provide to the LESSOR proof of current Worker's Compensation coverage to the extent such coverage is required by law.

(9) **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the LESSOR as provided in Section 768.28, Florida Statutes.

(10) **USE OF PREMISES:**

(a) LESSEE shall use the Leased Premises for the purpose of operating a community center for arts, culture, and educational programming consistent with the terms described in Exhibit B, attached hereto, and incorporated herein.

(b) **SPECIAL CONDITIONS:**

(1) LESSEE, and any of its licensees, guests, or invitees, if in possession of all required state and local permits and licenses, may sell, serve, allow the consumption of, or otherwise dispose of, alcoholic beverages within the interior or exterior music platform of the Leased Premises identified in Exhibit A. No alcohol is allowed in any parking area, sidewalk, outdoor common or shared area, or outdoor open area adjacent to or appurtenant to the Waterworks Building except as depicted in Exhibit A.

(2) LESSEE understands and agrees to limit music and voices to non-amplified sound in all outdoor areas, except as subject to Section 10(e)(8).

(3) LESSEE understands and agrees that if it seeks approval for off-site parking LESSEE is responsible for applying for, and complying with, all

necessary permits. LESSOR makes no guarantees or promise of approval for any permit that may require a quasi-judicial hearing.

(4) LESSEE understand and agrees that all activity occurring on the Leased Premises is limited in occupancy and intensity of use by the availability of a non-exclusive parking area to the immediate north and west of the Waterworks Building adjacent to the Leased Premises. LESSEE further understands and agrees not to use the St. Johns County Public Library parking and understands and agrees that the National Guard may need to use the non-exclusive parking area episodically for drills and other activities necessary for its operations, which may impact LESSEE's use of the Leased Premises and impact its licensee's use for booked events.

(5) LESSEE shall include the City of St. Augustine as a named sponsor of all public arts, culture, and educational programming held at the Waterworks Building, and is authorized to use the city seal for this purpose. The City Manager may request that the City not be mentioned as a sponsor for any given specific program, but must give LESSEE sufficient and reasonable notice prior to marketing publication deadlines.

(6) LESSEE shall copy the City Manager on each monthly/quarterly/annual report it produces, and LESSEE shall present an annual overview to the City Commission. The annual overview shall include all data regarding requests for community use of the facilities as described in Exhibit B. Specifically, the data submitted must include the name of the group/s, whether they are an identified priority group per Exhibit B, the number of requests for community use of the facilities by each group, and whether the group/s were approved or denied for use of the facilities, the reason why a group was denied, and if approved, under what conditions and at what fee rate. The first such annual overview will be presented no later than December 2022, and every year thereafter.

- (c) LESSOR reserves the right to require LESSEE to remove any item, either displayed, for sale, or consumption that LESSOR finds is objectionable or not compatible with Exhibit B. Upon written notification to LESSEE by LESSOR, the objectionable item(s) will be immediately removed from the Leased Premises with no recourse by LESSEE. Failure to remove the items constitutes a default of this Lease and will result in termination of this Lease. LESSEE agrees and understands that LESSOR has the discretion to make its determination binding on LESSEE.
- (d) LESSEE will not, nor will LESSEE allow anyone to, reside in the Leased Premises, but LESSEE may, at LESSEE's cost, provide for on-site security personnel.
- (e) LESSEE shall not be permitted to:

- (1) Use said Leased Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Leased Premises.
 - (2) Make or suffer any waste or unlawful, improper, or offensive use of said Leased Premises, permit or suffer any noise, disturbances, or nuisance on the Leased Premises detrimental to or annoying to LESSEE'S neighbors or allow any use not approved by the LESSOR.
 - (3) Hold or conduct any type of auction sales on said Leased Premises other than those commonly associated with fundraising events such as silent auctions.
 - (4) Make any physical changes to the building without consent.
 - (5) Perform any type of excavation on the Leased Premises without the prior, express written permission of LESSOR and only in compliance with applicable city codes relating to protection of archaeological resources;
 - (6) If applicable, permit the electrical panel located in the Leased Premises to be obstructed in any way. The LESSEE shall ensure the existence of at least three (3) feet of unobstructed space and access to the panel at all times; or
 - (7) If applicable, ignite or fail to extinguish immediately any fire located in the fireplaces located within the Leased Premises.
 - (8) Place any signs or furniture outside of the Leased Premises. The Leased Premises includes a designated outdoor area for the exclusive use of LESSEE, and LESSEE may place outdoor furniture and furnishings in that area, the care and maintenance of which shall be the responsibility of the LESSEE. No amplification equipment or speakers shall be used outside the Waterworks Building or on the outdoor music platform between 9:00pm-9:00am, and all music and amplified sound shall be in compliance with the city noise ordinance and is subject to all applicable city codes and ordinances
- (f) In the event the building in which the Leased Premises is located is tented for termite infestation, LESSEE will be given thirty (30) days written notice and will vacate the Leased Premises within the thirty (30) days. The LESSEE will not return to the Leased Premises until notified by LESSOR and will hold LESSOR harmless for any loss of business or damage to LESSEE'S equipment, merchandise or property incurred as a result of the vacation of the Leased Premises or the tenting and treatment process.
- (g) **HOURS OF OPERATION:** LESSOR intends to staff its offices located within the Leased Premises during regular business hours, Monday through Friday, excepting holidays. The parties understand that events and functions may be scheduled after 5:00 p.m. and on weekends, however no event or function may be held past 10:00 p.m.

(11) INSPECTION AND REPAIRS:

- (a) LESSOR and LESSOR'S agents shall have the right to make such inspection of the Leased Premises as LESSOR may from time-to-time desire, such inspection to be at reasonable times.
- (b) If LESSOR or LESSOR'S agents find that the Leased Premises are not in good order and repair and in order to protect and preserve said Leased Premises, LESSOR may serve written notice upon LESSEE notifying LESSEE to make the desired repairs within fifteen (15) days after receipt of said notice. Upon the failure of LESSEE to make all such repairs within said fifteen (15) days, LESSOR may enter upon the Leased Premises and make repairs at LESSEE'S expense, and the costs of same shall be due and payable to LESSOR upon written demand. Failure to immediately pay for repairs made by LESSOR at LESSEE'S expense shall constitute a default hereunder.
- (c) LESSEE shall have the duty to notify LESSOR of any defect in the Leased Premises for which the LESSOR owes a duty pursuant to the Terms of this Lease Agreement to maintain, repair or replace immediately upon LESSEE becoming aware of such defect. If LESSEE fails to immediately notify LESSOR of any such defect, LESSOR shall not be responsible for damage to LESSEE'S property which may be caused by said defect which could have been prevented by LESSEE'S prompt action, and LESSEE shall be responsible for any consequential damages which may arise as a proximate cause of LESSEE'S failure to notify LESSOR of such defect.

(12) SIGNS, ADVERTISING AND OTHER ITEMS: No interior or exterior window signs, advertising, painting on the interior or exterior of the building or painting on the interior or exterior of the windows of the Leased Premises shall be permitted without the prior written approval of the LESSOR. Any such signs, advertising or painting shall conform to all existing laws and ordinances, including the Code of the City of St. Augustine relating to zoning in the Historic Districts. The LESSEE shall not place any items, furniture, fixtures, merchandise, or other items of any description at any location other than inside the Leased Premises.

(13) ALTERATIONS, REPAIRS: LESSEE shall not make changes in or to the interior or exterior of the Leased Premises without prior written consent of LESSOR. Any approved changes, additions, alterations, improvements, or repairs shall be made at the sole cost of LESSEE. Any such changes, additions, alterations, improvements, or repairs shall immediately become part of the realty and the property of LESSOR and shall remain upon said Leased Premises and be surrendered therewith upon expiration or other termination of this Lease Agreement without any reimbursement, except as described below prior to completion of the initial term, being due LESSEE therefore, except for free-standing items not secured to the ceiling, walls, or floor. Any wired in, integrated audio-visual equipment, speakers, and theatrical stage, curtains, and lighting affixed to the structure will be deemed a fixture and part of LESSOR's realty upon expiration or termination of this Lease Agreement.

If the LESSEE does not complete the initial term of the lease, the LESSOR will reimburse the LESSEE for the costs of purchasing and installing the permanently affixed real property improvements made by the LESSOR during the initial term of the lease at the following rate. If the LESSEE leaves at any time during the first year of the initial term, between day 1 and day 365, 80% reimbursement. If the LESSEE leaves at any time during the second year of the initial term, between day 366 and day 731, 60% reimbursement. If the LESSEE leaves at any time during the third year of the initial term, between day 732 and day 1.097, the LESSEE will reimburse 40% of the value of the real property improvements.

(14) **ITEMS FURNISHED BY LESSEE:** LESSEE will furnish all equipment, fixtures, furnishings, supplies, house wares, decoration, floor coverings, drapes, and all other items as necessary to operate LESSEE'S business on the Leased Premises

(15) **ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY AND MAY EXERCISE ALL RIGHTS OF A LESSOR AS PROVIDED BY FLORIDA LAW REGARDING DISPOSITION OF ABANDONED PROPERTY.

(16) **ASSIGNING AND SUBLETTING:**

- (a) LESSEE shall not assign said Lease, or any part thereof, or mortgage this Lease or any interest therein, or, if LESSEE is a corporation, LESSEE'S shareholders shall not transfer a majority interest in the company to any party or parties, except upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any assignment shall include payment of a fee, as follows:
- (1) Twenty-five percent (25%) of the annual Lease payment if the Lease is assigned during the first (1st) year of this Agreement;
 - (2) Fifteen percent (15%) of the annual Lease payment if the Lease is assigned during the second (2nd) year of this Agreement; or
 - (3) Ten percent (10%) of the annual Lease payment if the Lease is assigned during the third (3rd) year of this Agreement.
- (b) Subleasing of the Leased Premises is strictly prohibited under this Lease. Any subleasing of the Leased Premises will be considered a violation of the Lease and considered a default for purposes of paragraph 21 on this Lease.
- (c) LESSEE may hold its own functions, recitals, theatrical performances, exhibits, and events on the Leased Premises, and may episodically license the use of the Leased Premises to other public and private groups or individuals for individual functions or events as ancillary to, and in support of, its primary use as a community center for the arts, culture, and educational

programming, if otherwise allowed consistent with its zoning, state and local permit approvals, and the terms of the Lease Agreement. LESSEE and any licensed function or event held on the Leased Premises must comply with all special conditions, rules, and prohibitions of this Lease Agreement, including but not limited to the service of alcohol limitations found in section 10(b)(1), the parking limitations found in section 10(b)(4) and the hours of operation found in section 10(g). LESSEE's duty to indemnify LESSOR for any third-party death, injury, negligence, damages, or loss of any kind shall continue regardless of whether LESSEE has licensed the use of the Leased Premises to others.

(17) **FORCE MAJEURE:** In the event the Leased Premises shall be damaged or rendered untenable in whole or in part as a result of the consequences of fire or other casualty, including all weather events and acts of God, during the term hereof, LESSOR at LESSOR'S option shall:

- (a) Restore same to tenantable condition within a reasonable period of time; or
- (b) Terminate this Lease without liability of any kind to LESSEE. In the event LESSOR elects to restore the Leased Premises, the Rent shall abate pro rata during the untenability of the Leased Premises. If only a portion of the Leased Premises is deemed untenable, the Rent shall abate pro rata based on square footage deemed untenable until same shall be restored to a tenantable condition.

(18) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises and to pay the Rent as agreed during the entire Term of the Lease and hereby expressly covenants to be and remain liable for all damages sustained by LESSOR by virtue of the LESSEE'S failure to continue occupancy of said Leased Premises and failure to pay the Rent as required.

(19) **RESPONSIBILITY FOR DAMAGE TO CONTENTS:** LESSEE covenants and agrees to assume full responsibility for all damage to the personal property and contents of the Leased Premises, whether such personal property is owned by LESSEE or in possession of LESSEE and agrees to hold LESSOR harmless for any damage to said personal property and contents from any cause whatever. LESSEE shall be responsible for all costs necessary to procure and maintain insurance coverage for the personal property and contents.

(20) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when LESSEE delivers the Cancellation Notice, LESSEE may cancel the Lease Agreement upon sixty (60) days' notice to LESSOR, by delivering to LESSOR written notice thereof.

(21) **DEFAULT:**

Rent:

- (a) If the Rent herein reserved for LESSOR, or any part thereof, or any other moneys due LESSOR hereunder, shall not be paid when due or should LESSEE be in default under any other provision of this Lease and should remain in default after written notice to LESSEE of said non-payment or for other default, then in such event LESSOR, without further notice, may at any time thereafter:
- (1) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or
 - (2) Reenter the Leased Premises and rent same, with or without the fixtures, furniture and equipment that may be therein, for the account of LESSEE, at such price and on such terms and for such duration of time as LESSOR may determine and shall receive the rent, applying same to the payment of rent or other moneys due hereunder, and LESSEE shall be liable for any deficiency incurred; or
 - (3) Utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida. All remedies granted hereunder are deemed cumulative and not exclusive.

Other Breach:

- (a) Breach – If LESSEE violates any of the terms and conditions of this Agreement, other than those described in Section (a), Rent, LESSOR will provide LESSEE notice of the breach consistent with Section (b), Notice, below.
- (b) Notice – For the purposes of any notices regarding a breach to LESSEE, LESSOR shall mail same, via regular U.S. Mail to the address provided by LESSEE herein. LESSOR may also provide notices to LESSEE via email at admin@historicoastculture.com. LESSEE agrees that notice shall be deemed completed upon LESSOR transferring the notice correspondence to the United States Postal Service or by electronic mail exchange.
- (c) Default – LESSEE shall have fifteen (15) days from the date of the notice in section (b) above, to cure the breach identified in the notice. Failure to cure the breach timely shall have the effect of LESSEE acknowledging the breach by default, and LESSOR may then utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida, including by not limited to, termination of the Lease or non-renewal of the Lease.

(22) **ATTORNEY'S FEES AND COURT COSTS:** In the event LESSOR incurs any expense in collecting any sum of money due under this Lease for Rent or otherwise, in the event the LESSOR shall bring legal action for the purpose of evicting or ejecting LESSEE from the Leased Premises or if the LESSOR shall bring legal action for the purpose of enforcing performance by LESSEE of any of the several agreements, conditions and

covenants contained herein, LESSEE, should the LESSOR prevail in such legal action, covenants and agrees to pay to LESSOR all such expenses and all expenses and costs of litigation, including any appeals, and including a reasonable attorney's fee for LESSOR'S attorney.

(23) **CHOICE OF LAW; VENUE:** This Lease shall be interpreted according to the laws of the State of Florida, and venue for any action regarding this Lease shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

(24) **LEASE NOT RECORDABLE:** This Lease shall not be recorded in the public records of St. Johns County, Florida, and in the event that such Lease is recorded contrary to this provision, the Lease shall terminate, and LESSEE shall be responsible for all attorney's fees and court costs incurred by LESSOR in removing said Lease from said public records.

(25) **NOTICES:** Any notices called for hereunder that are required to be delivered to LESSOR shall be mail to LESSOR, postage prepaid, certified mail, return receipt requested, at the following address:

**CITY OF ST. AUGUSTINE
GENERAL SERVICES DEPARTMENT
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210**

For purposes of any notices or correspondence to LESSEE, LESSOR shall mail same, postage prepaid, certified mail, return receipt requested, to the following address:

**ST. JOHNS COUNTY CULTURAL COUNCIL, INC.
15 OLD MISSION AVE.
ST. AUGUSTINE, FLORIDA 32084**

(26) **NO DISCRIMINATION:** The LESSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(27) **SUCCESSORS AND ASSIGNS:** The terms, covenants, conditions, provisions and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

(28) **PARTIAL INVALIDITY:** If any term or provision of this Lease or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms or provisions of this Lease shall be deemed valid and enforceable to the extent permitted by law.

(29) **NON-WAIVER:** No waiver or any covenants or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this Lease.

(30) **ENTIRE AGREEMENT:** This Lease is the entire agreement between the parties, and no amendment or modification to this Lease shall be effective unless made in writing and signed by all parties.

IN WITNESS WHEREOF, LESSOR has caused this Lease to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LESSEE has hereunto set his hand and seal, this ____ day of _____, 2022.

*** * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * ***

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

“LESSOR”

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: _____
John P. Regan, City Manager

Signed, sealed, and delivered in the
presence of:

Witness
Print: _____

Witness
Print: _____

“LESSEE”

**ST. JOHNS COUNTY CULTURAL
COUNCIL, INC.**

BY: _____

Print: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

SKETCH OF LEASED PREMISES

EXHIBIT B

USE OF PREMISES

It is the intent of the Parties that the Leased Premises be used primarily as a community center for the arts, culture, and educational programming, through the work of LESSEE and other not-for-profit cultural organizations based in and around the City. LESSEE is not an agency of the City of St. Augustine, nor is it an employee or contractor of the City of St. Augustine, and it is independently providing programming and services to the public and greater arts community as a private commercial tenant with exclusive possession and control of the Leased Premises during the term of the Lease Agreement. LESSEE shall utilize the Leased Premises as its base of operations and business headquarters. In addition, LESSEE shall make the Auditorium of the Leased Premises available, with a reasonable fee, for the cultural programming and meetings of others.

1. **Use by Not-For-Profit Cultural Organizations.** The Auditorium of the Leased Premises will be made available by Lessee for use by non-profit organizations and other groups with a primary mission related to arts, culture and heritage, licensed to do business in the State of Florida or otherwise focused on the cultural heritage of the greater St. Augustine area, no less than four hours per day on 200 days per year, for meetings of such organization's members and cultural programming offered to the public at no (or very low) cost.
2. **Application Process.** An application must be submitted at least 15 days in advance of the requested date(s) of use. LESSEE shall independently evaluate each application based on its sole discretion as a private not-for-profit corporation. Lessee may develop an online calendar and application portal or may accept applications at the Leased Premises. Lessee shall review each application within 7 days of receipt to ensure that the use proposed therein is consistent with the operation of the Leased Premises as a cultural center and that the proposed use will not cause excessive wear and tear of the Leased Premises or result in a violation of occupancy or parking limits. Lessee may deny the application for use if, in Lessee's sole discretion, Lessee determines that the use does not meet the requirements of these Guidelines.
3. **Fees for Use.** Lessee may charge a reasonable fee for use of the Auditorium, based on costs associated with such use.
4. **Limitations on Days / Hours of Use.** Except for the organizations with reservation priority established in paragraph 5 of these guidelines, not-for-profit cultural organizations may reserve no more than one date and four hours of use in any calendar month. Lessee may approve, in Lessee's sole discretion, exceptions to this limitation if the additional use does not unreasonably limit use by other eligible organizations.
5. **City of St. Augustine Events.** The City of St. Augustine will not be required to pay facilities fees for use of the Auditorium for city sponsored events. These events must be scheduled with the LESSEE and the city is responsible for any event hosting, facilities cleaning or other expenses that may be related to the city sponsored event.

6. **Priority Reservations.** The following organizations shall have the first opportunity to reserve dates for the upcoming fiscal year (October 1st through September 30th), with all priority dates reserved before June 30th of the preceding year. These organizations may reserve additional dates and times but will be required to do so following the same process as any other applicant.
- A. Friends of the Main Library** shall have priority of use on Tuesdays, Wednesdays, and Thursdays throughout the year, from 10 a.m. until 5 p.m., to produce cultural programming.
- B. A Classic Theatre** may reserve a total of 80 rehearsal dates (up to 3 hours each, after 5 pm) and 28 performance dates (4 hours each, on Friday and Saturday evenings and on Sunday afternoons) to produce its annual season of programming.
- C. Associations of the Neighborhood Council of St. Augustine.** Each Association and the Neighborhood Council may reserve up to three hours per month for meetings or member events.
- D. The Florida School for the Deaf and the Blind** may reserve up to three hours per month for meetings or events.
7. **Programming of Lessee and Others.** Lessee may utilize the Auditorium for Lessee's events and programming and may allow individuals, for-profit organizations, and other not-for-profit organizations to hold meetings and present cultural programming including recitals, lectures, exhibitions, educational classes, workshops, and similar activities on dates and during times that are not reserved as provided above. Fees for such use will be reasonably related to the costs and impact of such use on the Leased Premises and additional staff time required to manage this use. Lessee may, but shall not be required to, approve applications for programming that includes service or sale of alcohol (with appropriate permits) and fundraising activities of not-for-profit organizations. LESSEE must take into account, mitigate, or disallow, any negative impacts of events utilizing the outdoor areas of the Leased Premises due to its proximity to the children's play area of the adjacent public park.