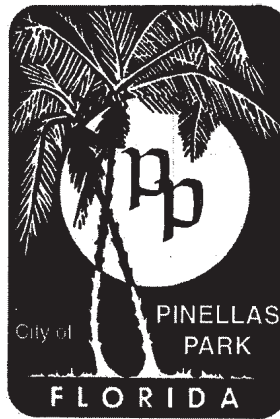


City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

December 3, 2021

Ms. Laura Canary  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #21-309**  
**Youth Park House, 6621 40<sup>th</sup> Street, Yeilyn Almarez**

Dear Ms. Canary:

We have received and reviewed the above-referenced Lease for the property located at 6621 40<sup>th</sup> Street. In November of 2020, the City Council Agenda item was explicit that the term of the Lease was one year with no renewal option. Therefore, this Lease Agreement will need to be approved by City Council. In the event the City is desirous of potentially extending the Lease for a specific number of one-year periods, we could certainly add a renewal option to the Lease for City Council's consideration.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Bart Diebold, Assistant City Manger  
Lisa Hendrickson, Assistant City Manager  
Ben Ziskal, Community Development Administrator  
Nick Colonna, Planning & Development Services Director

LCR/dh

21-309.12032021.LLC.Youth Park House Lease.wpd



PRINTED ON RECYCLED PAPER

## **Lease Agreement**

THIS LEASE AGREEMENT, made this 1<sup>st</sup> day of December, 2021, by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation, hereinafter called the “Lessor”, and YEILYN ALMARAZ, hereinafter called the “Lessee”. “Lessor” and “Lessee” are hereinafter collectively referred to as the “Parties”.

### **WITNESSETH:**

1. **Property Leased:**

A. Lessor, for and in consideration of the covenants and agreements hereinafter specified to be kept and performed by Lessee, hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor the following described real property located in Pinellas County, Florida, to wit:  
34-30-16-10548-010-0130

BOULEVARD PARK NUMBER 2, BLOCK 10, LOT 13 AND 14.

Commonly known as 6621 40<sup>th</sup> Street North, Pinellas Park, Florida 33781 hereinafter called the “Leased Premises”.

B. This Lease Agreement shall be subject to easements, encumbrances, and restrictions of record, and zoning and governmental restrictions applicable to the Leased Premises.

C. Lessee shall have the exclusive, undisturbed right to possession of the building on the Leased Premises during the Term hereof subject to this Lease Agreement.

D. Lessor warrants to Lessee that Lessor is the lawful owner and record title holder of the Leased Premises.

2. **Term:**

A. Subject to the terms and conditions of this Lease Agreement, the Term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1<sup>st</sup> day of December, 2021. In the event that possession is taken on a date other than the

first day of the month, the rent shall be prorated for the period between the date of possession and the first day of the next month.

- B. Provided that, upon the condition that there is no material default by Lessee in the performance of any provision of this Lease Agreement, Lessee may exercise the option for the termination of this Lease Agreement by notifying the Lessor in writing not later than sixty (60) days prior to the vacation of the Leased Premises or the expiration of this Lease Agreement, whichever shall first occur. Upon such exercise, this Lease Agreement shall be deemed terminated without the execution of any further instrument. In the event of termination by the Lessee pursuant to this provision, the Lessee shall nevertheless be responsible for any rent incurred, damages or other requirements pursuant to other provisions of this Lease Agreement for all items incurred during the Lessee's occupancy of the premises. The Lessor shall be entitled to terminate this Lease Agreement upon a minimum of ninety (90) calendar day's written notice to the Lessee.

3. **Rent:**

- A. The Lessee agrees to pay to Lessor as rent for said premises the sum of One Thousand One Hundred Sixty Seven Dollars (\$1,167.00) per month, plus applicable sales tax, payable on the first (1st) day of the month. Rent payments due from the Lessee to the Lessor shall be made payable to: City of Pinellas Park, and either hand delivered to the City's Accounting Office at 5041 78th Avenue North., or mailed to City of Pinellas Park, P.O. Box 1100, Attn: Accounting, Pinellas Park, FL 33780, or at any such other place as the Lessor may designate in writing. All checks must include the Lessee's name and address. The rent for the Leased Premises shall be paid without demand, abatement, deduction or set-off for any reason, except as otherwise provided in this Lease Agreement. If the Lessee fails to pay any rental payments on or before the fifth (5th) day of the month for which it is due, the Lessee shall pay to the Lessor a penalty of Fifty Dollars (\$50.00) for any month that the rent is not paid by the due date. Failure of the Lessee to promptly pay the same will constitute an event of default and shall entitle the Lessor to terminate this Lease as provided herein. In the event that it becomes necessary for the Lessor to initiate legal proceedings to collect any of the rents payable under this Lease, the Lessee will pay all expenses incurred by the

Lessor in such proceedings, including attorney's fees, whether suit be brought or not. In no event will the Lessor accept any ownership interest in the Lessee or other business entity, or take ownership interest in any property, whether real, personal or intellectual, in lieu of rent.

- B. As security for the payment of the rent, the Lessee shall pay One Thousand One Hundred Dollars (\$1,100), an amount equal to one (1) month's rental payment as set during the initial term of this Lease, such payment to be made as of the execution of this Lease agreement. Such security deposit shall be used for payment of any damages to the Premises, exclusive of normal wear and tear, which occurs during the term of this Lease. The balance of the security deposit shall be returned to the mailing address provided by the Lessee within thirty (30) days of the termination of the Lease provided the Lessee vacates the Premise following proper notice, leaving it in the condition in which it was received, and be current in all rental payments.
- C. If any check offered by Lessee to Lessor in payment of rent or any other amount due under this Lease Agreement is returned for lack of sufficient funds, a "stop payment", or any other reason, Lessee will pay Lessor a returned check charge of Fifty Dollars (\$50.00) per returned check.

4. **Use of Leased Premises:**

- A. Lessee shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used for any business or purpose that is unlawful or deemed to be extra-hazardous on account of fire, or permit anything to be done that would in any way increase the rate of fire or liability or any other insurance coverage on the building and/or its contents, cause the load upon any floor of the building to exceed the load for which the floor was designed or the amount permitted by law, or use electrical energy exceeding the capacity of the existing feeders or wiring installations. Lessee shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Leased Premises.
- B. Lessor reserves the right from time-to-time to make, modify and revoke reasonable rules and regulations that are applicable to the Leased Premises, provided that such rules and regulations shall not unreasonably restrict or interfere with the conduct of Lessor's lawful business or use and enjoyment of the Leased

Premises, and provided further that Lessee is given thirty (30) days prior written notice of the adoption of or changes to any such rules and regulations. Lessee agrees to abide thereby upon notice thereof from Lessor.

- C. Lessee recognizes and acknowledges that the premises upon which the Lessee will be residing is on property owned by the City of Pinellas Park, and that the City might be prohibited from allowing certain items to be placed on the property owned by it, such as political signs, religious signs or symbols, or other items that might be deemed to violate the civil or constitutional rights of the public at large, or be offensive to the decency and public morale of the City, or visitors to the area. The Lessee agrees not to place or display any such items on or about the exterior of the structure or the exterior of the property, or to allow any such items to be placed where such items could be viewed from the exterior of the home, and the Lessee further agrees to remove any such signs, symbols, language or expressions that the City, in its sole discretion, believes might be offensive or violate the rights of the public at large or common decency.

5. **Quiet Enjoyment:** Lessee, subject to the payment of the rent herein reserved and upon the performance of all of the material terms of this Lease Agreement within any and all applicable grace and curative periods provided herein, shall at all times during the Term of this Lease Agreement, peacefully and quietly enjoy the Leased Premises without any disturbance from any person or entity claiming by or against Lessor.

6. **Utilities:**

- A. Lessee shall open all utility service accounts for the Leased Premises in Lessee's name. Lessee shall pay or cause to be paid, prior to delinquency, all charges for all such utilities used for the Leased Premises. Lessee shall pay for all hook-up fees imposed upon the Leased Premises as a result of Lessee's opening or use of such utility accounts, including payment of any deposits and use charges assessed during the Term of this Lease Agreement.
- B. Lessor may interrupt or suspend for a reasonable period of time the supply of any such services or utility to the Leased Premises when necessary by reason of accident, emergency, repairs, alterations, replacements, or improvements which are necessary to be made to the Leased Premises. Except in the event

of an accident or emergency, Lessor shall provide Lessee not less than seven (7) days prior written notice of such interruption. Lessor shall use its best efforts to minimize such interruptions during Lessee's work or business hours. Lessor shall have no responsibility for failure to supply such services as a result of acts of God or any other cause beyond Lessor's control.

7. **Taxes:** During the Term of this Lease Agreement, if applicable, Lessor shall pay all ad valorem real estate taxes assessed against the Leased Premises.
8. **Condition of Leased Premises:** Lessee accepts the Leased Premises at the beginning of the Initial Term of the Lease Agreement in "AS IS" condition, and acknowledges and agrees that Lessor has made no representations or warranties concerning the condition of the Leased Premises or the usability thereof by Lessee.
9. **Maintenance:**
  - A. Lessee shall maintain the landscaping and keep the yard and driveway clean, free from leaves, trash and other debris, and shall also be responsible for maintenance of the lawn, and mowing it regularly. Lessee is also responsible for keeping the yard free of excessive outdoor storage.
  - B. Lessor, shall promptly repair and at all times maintain in good condition the Leased Premises, including heating units, air conditioning equipment including exterior components thereof, plumbing and electrical systems, fixtures and equipment, appliances, electrical installations, hardware, exterior doors and windows. Lessor shall be responsible for maintaining the structural soundness and water tightness of the roof, exterior walls, and exterior windows; and maintaining the foundation.
  - C. Lessee shall be responsible for maintenance and repair of the interior portion of the Leased Premises, except for the items listed in paragraph 9. B., which shall be at the sole cost and expense of the Lessee, and shall be performed by the Lessee, or their contractor, with prior written approval of the Lessor. Replacement of such items such as HVAC filters, light bulbs, etc., shall be the sole responsibility of the Lessee.

- D. All such maintenance and/or repair shall be performed by qualified personnel in accordance with the manufacturer's specification and recommendations. Lessee shall do nothing which will invalidate any such manufacturer's warranties or guarantees. If any such act or failure to act by Lessee results in a breach of any of the manufacturer's warranties, then thereafter Lessee shall be fully responsible for all maintenance and repair costs related to such acts or failures to so act.
- E. In the event Lessee does not fulfill its responsibilities for maintenance and repairs under this paragraph 9, after seven (7) days written notice from the Lessor to the Lessee, or immediately in the event of an emergency, the Lessor may undertake such maintenance or repairs and it shall receive reimbursement of the actual cost thereof from the Lessee. In the event Lessee shall fail to reimburse Lessor within ten (10) days after receipt of an invoice for cost of said maintenance and repair, Lessor may deem such failure to be a default and pursue all remedies available to Lessor hereunder.
10. **Assignment:** Lessee may not assign this Lease Agreement or any interest thereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than the Lessee.
11. **Alterations by Lessee:** Lessee shall make no interior or exterior structural or non-structural alterations, additions, or improvements in or to the Leased Premises, without the express prior written consent of the Lessor, which such consent shall not be unreasonably withheld. Any such alterations, additions, or improvements in or to the Leased Premises by Lessee shall be made in a good and workmanlike manner, and in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and permits, all in accordance with the standards expected for high quality residential/commercial space.
12. **Property of Lessee:** Lessee may, if not in material default hereunder at the time of the expiration of the Term of this Lease Agreement, remove all fixtures and equipment which Lessee has placed in the Leased Premises, provided that Lessee shall immediately repair all damage to the Leased Premises caused by such removal.

13. **Governmental Requirements:** Lessee agrees, to the extent required by law, at its own expense to promptly comply with all lawful requirements of any legally constituted public authority made necessary by reason of Lessee's specific use or occupancy of the Leased Premises. Any improvements that may be necessary as a result of the Lessee's use of the premises in order to comply with provisions of the Americans with Disabilities Act or other statutory or regulatory requirements shall be promptly completed at the expense of the Lessee, and as approved by the Lessor.
14. **Destruction of or Damages to Leased Premises:** If at any time during the Term of this Lease Agreement:
- A. The Leased Premises are totally destroyed or damaged to the extent that Lessee may not make reasonable use thereof for the intended purposes, Lessee shall have the option, in its sole and complete discretion, to either (i) cancel this Lease Agreement, in which event the same shall be null and void and of no further force or effect, or (ii) provide that the Lessor rebuild or repair the Leased Premises within a commercially reasonable period of time to substantially the same condition as the Leased Premises were in immediately before the occurrence of such damage or destruction. Lessee shall within thirty (30) days from the date of such damage or destruction select one of these options, and shall within such thirty (30) day period notify Lessor in writing as to which option Lessee has selected. If Lessee decides to provide that the Lessor restore or repair the Leased Premises as herein provided, then the rent payable by Lessee hereunder shall abate until such time as such restoration or repair has been substantially completed, at which time full rent shall recommence. In the event that Lessee terminates this Lease Agreement as herein provided, then the Term hereby granted shall cease from the date of such damage or destruction and, provided that Lessee is not in material default hereunder, rent shall be accounted for between Lessor and Lessee as of that date.
- B. The Leased Premises are partially destroyed or damaged, but not to an extent which prevents Lessee from making reasonable use thereof for the intended purposes, then Lessor, with the express written consent of the Lessee, shall



within thirty (30) days after such destruction or damage commence restoration of, or repairs to, the Leased Premises and shall complete the same within a commercially reasonable period of time. The rent payable by Lessee hereunder shall remain the same as agreed upon by the Parties in this Lease Agreement.

15. **Indemnity and Insurance:**

- A. Lessee agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the Lessee, its agents, servants, or employees. Lessee shall be responsible to the City of Pinellas Park for any damages caused by the Lessee's negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.
- B. Lessee shall, at its own expense, at all times during the Term of this Lease Agreement, be required to maintain in full force policies of insurance, written by one or more responsible insurance carriers acceptable to Lessor. Minimum Personal Liability coverage of \$100,000, Personal Property limit at Lessee's discretion, and Additional Living Expense coverage of \$10,000.
  - (1) Lessor shall be listed as an additional insured on such liability insurance policy. None of such policies shall be cancelable or subject to reduction in coverage except upon ten (10) days prior written notice to Lessor.
  - (2) Lessee shall provide to Lessor Certificates of Insurance verifying that Lessee is providing the types and amounts of insurance required hereunder.
    - i. **CERTIFICATE OF INSURANCE:** An original signed copy of a Certificate of Insurance outlining insurance coverages is to be forwarded to the City's Human

Resources Department for approval prior to assuming residency. The following shall be included in all Certificates of Insurance:

- ii. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park  
ATTN: HUMAN RESOURCES  
5141 78th Avenue North  
Pinellas Park, FL 33781

- 16. **Entry by Lessor:** Lessor may enter the Leased Premises at reasonable times to inspect the Leased Premises to see that the Lessee is complying with all of its obligations hereunder, and to authorize repairs, if any, required of Lessor under the terms hereof.
- 17. **Default:** The occurrence of any of the following conditions shall constitute an "Event of Default" under this Lease and shall entitle the Lessor at its option to terminate the Lease in which event the Lessee shall vacate the Premises within ten (10) days of the date of notice to vacate:
  - A. The Lessee fails to pay within ten (10) days of the date due, any rent, additional rent, or other monies provided for in this Lease.
  - B. The Premises are vacated even though the Lessee continues to pay stipulated monthly rent.
  - C. Any petition or other action is filed by or against the Lessee under any section or chapter of the Federal Bankruptcy Act.
  - D. The Lessee becomes insolvent or transfers property in fraud of creditors.
  - E. The Lessee fails to comply with any provision or covenant of this Lease, any agreement attached hereto and/or any rules and regulations which may be established by the Lessor from time to time.
  - F. The Lessee is responsible for and fails to remove or satisfy any mechanic's lien or other claim or lien assessed or charged against or otherwise encumbering the Premises or Property within thirty (30) days after such lien or claim arises.
  - G. The Lessee uses the Premises or other parts of the Property for the conduct of any activity prohibited by law (whether state, local or federal) for which punishment is provided by fine or imprisonment. In such event, immediate termination and

eviction shall occur, and the Lessor shall be held harmless by Lessee from any and all consequences of same.

Should the Lessee fail to vacate the Premises upon notice of termination, the Lessor shall have the right to reenter the Premises and remove the Lessee and its effects without being liable for any damages thereto. The failure by the Lessor to call for a termination of the Lease at any time shall not constitute a waiver of the Lessor's right to do so at a subsequent time. Upon the occurrence of an Event of Default, in addition to termination, the Lessor shall also be entitled to recover from the Lessee all unpaid rent through the end of the original or renewal term, whichever is applicable, as well as any other sums for which the Lessee is liable under the terms of this Lease, including attorney's fees. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies which the Lessor may be entitled to by law.

18. **Hazardous Materials:** Lessee shall not, and shall not permit anyone else to, at any time bring any hazardous materials as that term is defined in applicable federal, state and local law, upon the Leased Premises, or to handle, store, or dispose of any such hazardous materials upon the Leased Premises, except in strict compliance with applicable governmental requirements.
19. **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 gas and radon testing may be obtained from your County Public Health Unit.
20. **Miscellaneous Provisions:**
  - A. **Severability.** If any clause or provision of this Lease Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease Agreement shall not be affected thereby.
  - B. **Cumulative rights.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to those given by law.

- C. Entire agreement. This Lease Agreement is intended to contain the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect unless the same be in writing, signed by both parties hereto. No failure of either party to exercise any power given to such party hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.
- D. Time is of the essence. Except as otherwise provided in this Lease Agreement, time is of the essence as to the provisions of this Lease Agreement.
- E. Relationship of the parties. The relationship of the parties to this Lease Agreement is solely that of landlord and tenant.
- F. Captions. The captions of each paragraph and headings hereof are added as a matter of convenience only and shall be construed to be of no effect in the construction of any provision or provisions of this Lease Agreement.
- G. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt thereof by the addressee) (i) when delivered by personal delivery, or (ii) five (5) business days after having been deposited in the U.S. mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation U.S. Express Mail, Federal Express, or UPS), addressed to the party to whom notice is intended to be given at the address set forth below:

If to Lessor: Douglas E. Lewis, City Manager  
City of Pinellas Park  
5141 78<sup>th</sup> Avenue N.  
P. O. Box 1100  
Pinellas Park, FL 33780-1100

With a copy to: James W. Denhardt, City Attorney  
City of Pinellas Park  
2700 First Avenue North  
St. Petersburg, FL 33713

If to Tenant: Yeilyn Almaraz  
6621 40<sup>th</sup> Street North  
Pinellas Park, FL 33781-6615

Any party may change the address to which its notices are to be sent by giving the other party written notice of any such change in the manner provided in this paragraph, but notice of change of address is effective only upon actual receipt.

- H. Lessor's Authority. Lessor warrants that it has all required authority through official action of its City Council to enter into this Lease Agreement and to be bound by the terms thereof.
- I. Lessee's Authority. Lessee warrants that it has authority to enter into this Lease Agreement and to be bound by the terms thereof.
- J. Binding Effect. This Lease Agreement shall be binding upon the parties, their successors, assigns, and legal representatives.
- K. Interpretation. This Lease Agreement shall be interpreted under and in accordance with the laws of the State of Florida. It is expressly understood that the laws of the State of Florida shall control over any term, covenant, agreement or provision of this Lease Agreement. It is further agreed that if any provision of this Lease Agreement is at variance with Florida law, either expressly or impliedly, then Florida law shall control over such specific term of this Lease Agreement.
- L. Attorneys Fees. In the event of any dispute or litigation arising under this Lease Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those at trial and upon appeal.

- M. Venue. All actions or proceedings arising in conjunction with, out of, related to, or from this Lease Agreement shall only be brought in State Court for the State of Florida, in and for the Sixth Judicial Circuit in Pinellas County, Florida.
- N. Pets. No animal, bird, or other pet will be kept on the Leased Premises, except for properly trained dogs needed by blind, deaf, or disabled persons.

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be executed on the date first above written.

**CITY OF PINELLAS PARK, FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
**Douglas Lewis, City Manager**

By: \_\_\_\_\_  
**Diane M. Corna, MMC, City Clerk**

**LESSEE**

**Witness:**

By: \_\_\_\_\_  
**Yeilyn Almaraz, Individually**

By: \_\_\_\_\_  
**Travis Webster**  
**Economic Development Technician**

**Approved as to form and correctness:**

By: \_\_\_\_\_  
**James W. Denhardt, City Attorney**  
**City of Pinellas Park, FL**