

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into this 1<sup>st</sup> day of November, 2020, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation (hereinafter called the "Lessor"), and **CLASSICAL CHRISTIAN SCHOOL FOR THE ARTS, INC.** hereinafter called the "Lessee").

### W I T N E S S E T H:

1. **Property Leased:**

- A. Lessor, for and in consideration of the rents, covenants and agreements hereinafter specified to be paid, 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:

**(A portion of)** County Parcel No. 28/30/16/69858/100/3001

### **THE SOUTH 204 FEET OF:**

**PINELLAS FARMS**, NE ¼, PART OF FARM 30 DESCRIBED FROM THE SE CORNER OF SW ¼ OF NE ¼; THEN W 346.5 FT; THEN N 30.0 FT FOR POB; THEN W 306.0 FT; THEN N 633.0 FT; THEN E 306.0 FT; THEN S 30.0 FT; THEN E 20.0 FT; THEN S 351.0 FT; THEN W 20.0 FT; THEN S 252.0 FT TO THE POINT OF BEGINNING

### **AND**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 16 EAST, RUN NORTH 89° 46' 30" WEST ALONG THE CENTERLINE OF 78<sup>TH</sup> AVENUE NORTH 346.50'; THENCE LEAVING THE CENTERLINE OF 78<sup>TH</sup> AVENUE NORTH, RUN NORTH 00° 24' 08" WEST 234.13'; THENCE SOUTH 89° 33' 45" WEST 151.60'; THENCE NORTH 12° 47' 25" EAST 28.24' TO THE POINT OF BEGINNING; THENCE NORTH 00° 05' 25" WEST 97.76'; THENCE SOUTH 88° 30' 13" WEST 105.73'; THENCE SOUTH 00° 07' 24" EAST 97.59'; THENCE NORTH 88° 35' 50" EAST 105.67' TO THE POINT OF BEGINNING.

Commonly known as 4981 78<sup>th</sup> Avenue 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 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 six (6) years, with such initial term to commence on the 1<sup>st</sup> day of November, 2020 and, unless otherwise terminated as herein provided, to end on the 31<sup>st</sup> day of October, 2026. If this Lease Agreement is not sooner terminated as herein provided, Lessee shall, subject to City Council approval, have the option, to be exercised as hereinafter provided, to extend the term of this Lease Agreement for a period of five (5) years beyond the initial term of this Lease Agreement. Such extended term shall require approval by City Council and shall be upon the same conditions and terms as the initial term. Lessee shall exercise the option for the extended term by notifying the Lessor in writing not later than sixty (60) days prior to the expiration of the initial term of this Lease Agreement. Upon such exercise, and upon approval by City Council, this Lease Agreement shall be deemed extended without the execution of any further lease or other instrument.
- 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 the 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. Lessee shall not incur any penalty for the early termination of this Lease Agreement. 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 for all items incurred during the Lessee's occupancy of the premises. The Lessor shall be entitled to terminate this lease upon a minimum of sixty (60) calendar days written notice to the Lessee.

3. **Rent:**

- A. Rent in the initial amount of Ten Thousand One Hundred Seventy-Five Dollars and Six Cents (\$10,175.06) per month together with all applicable Florida sales tax, if any, shall be paid to Lessor by Lessee on the 1<sup>st</sup> day of each calendar month during the Term, at City Hall, 5141 - 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781, unless Lessor in writing designates a different place for payment. The rent for the Leased Premises shall increase by 3% annually, and shall be paid without demand, abatement, deduction or set-off for any reason, except as otherwise provided in this Lease Agreement.
- B. In addition to the rent to be paid to Lessor from Lessee as stated above, Lessee shall pay to Lessor, the reimbursement of equipment costs to replace air conditioning units throughout the Lessee's occupied premise. Lessee currently owes the sum of Twelve Thousand Eight Hundred Ninety-Nine Dollars and Forty Cents (\$12,899.40), which shall be payable in Eight Hundred Fifty Dollars (\$850.00) per month installments, beginning with the due date of the 1st of November, 2020, and on the first day of each successive month thereafter until said sum is paid in full. Said equipment shall remain the property of the Lessor. Upon termination of the Lease Agreement, or if the Lessee should decide to transfer ownership, lease or sell the school, any remaining balance owed for equipment costs shall become due immediately, in full, and paid to the Lessor within ten (10) business days.
- C. Throughout the Term of this Lease Agreement, should additional air conditioning units need the be repaired or replaced, and Lessee is unable to fund the repair or replacement of those units, Lessor will undertake such maintenance or repairs and shall receive an additional reimbursement

of no less than two percent (2%) per month, per invoice, of the actual cost thereof from the Lessee.

- D. If any check offered by Lessee to Lessor in payment of rent or any other amount due under this Lease and Participant Agreement is returned for lack of sufficient funds, a "stop payment", or any other reason, Lessee will pay Lessor a returned check charge of Forty Dollars (\$40.00) per returned check.

4. **Use of Leased Premises:**

- A. The Leased Premises shall be used and occupied by Lessee as a facility for a private Christian school, and for no other purpose whatsoever. Lessee shall not operate the Leased Premises as a residential facility or a facility for the daily or regular service of meals, except that the lessee shall be permitted to serve school lunches or breakfasts in conjunction with a school operated on the premises. Lessee shall not permit its staff members, students or other persons to sleep overnight or otherwise habitat at or about the lease 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) day's 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.

- 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 maintain all open utility accounts, including electricity, telephone service, and water, sewer and garbage, 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 or impact 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, Lessee shall pay all ad valorem real estate taxes assessed against the Leased Premises and all other special taxes or assessments relating to 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. The Lessee shall be responsible for maintenance and repair of the interior portion of the leased premises, which shall be at the sole cost and expense of the Lessee, and shall be performed by the Lessee in a commercially reasonable manner, with prior written approval of the Lessor.
  - B. Additionally, Lessee, at its sole cost and expenses, 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, furniture, fixtures and equipment, electrical installations, hardware, all painting and decorations of every kind, all doors and windows, all interior leasehold improvements, and all other improvements pursuant to sub-paragraph A. above. Lessee will either contract with a qualified contractor or provide through trained staff all required inspections and maintenance of the systems for which Lessee has responsibility under this sub-paragraph B. 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.
  - C. 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.
  - D. Lessor's responsibility for maintenance shall be to (i) maintain the structural soundness and water tightness of the roof, exterior walls, and exterior windows (including glass breakage); and (ii) maintain the foundation; and (iii) maintain the parking lot for and grounds surrounding the Leased Premises.
10. **Assignment:** Lessee may not, without the express prior written consent of Lessor, 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. Notwithstanding the foregoing, Lessor's consent to subleasing of all or part of the Leased Premises shall not be unreasonably withheld. Consent to one assignment or sublease shall not destroy or waive this provision and all other assignments and subleases shall likewise be made only with the express prior written consent of the Lessor. Subtenants or assignees shall become liable to the Lessor for all of the obligations of the Lessee hereunder, without thereby relieving the Lessee's liabilities hereunder.
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, or to the parking lot for or grounds surrounding the Lease 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 commercial office 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 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, Lessor 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 Lessee 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. Lessor 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 Lessee in writing as to which option Lessor has selected. If Lessor decides to provide that the Lessee 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 Lessor 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 Lessee, with the express written consent of the Lessor, 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, maintain in full force the following policies of insurance, written by one or more responsible insurance carriers acceptable to Lessor:

(1) General Liability

- |        |   |  |
|--------|---|--|
| Type   | - | Commercial General Liability (CGL), Occurrence Basis |
| Limits | - | \$1,000,000 General Aggregate                        |
|        | - | \$1,000,000 Products Completed/Operations Aggregate  |
|        | - | \$1,000,000 Personal and Advertising Injury          |
|        | - | \$1,000,000 Each Occurrence                          |

(2) Automobile Liability

- |        |   |  |
|--------|---|--|
| Type   | - | Any Auto, Hired Autos, and Non-Owned Autos |
| Limits | - | \$1,000,000 Combined Single Limit          |

(3) Workers' Compensation

- |        |   |  |
|--------|---|--|
| Type   | - | Workers' Compensation and Employer's Liability |
| Limits | - | Statutory, Workers' Compensation               |
|        |   | \$100,000 Each Accident                        |
|        |   | \$500,000 Disease – Policy                     |
|        |   | \$100,000 Disease – Each Employee              |

(4) Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice or occurrence/accident/circumstances, notice of claim and extended reporting period.

- (5) 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.

- (6) Lessee shall, provide to Lessor Certificates of Insurance verifying that Lessee is providing the types and amounts of insurance required hereunder..

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. **Easements:** Lessor shall have the right to grant easements in, across or through areas of the Leased Premises for the installation of utilities, cable television or other purpose, provided that the use of such easement areas for such purposes does not unreasonably interfere with the operation of the Lessee's business, and provided further that Lessor provides Lessee with at least ten (10) days' prior written notice of same. All such installation work shall be done at such times and in such manner so as not to cause unreasonable interference with Lessee's use and enjoyment of the Leased Premises, and shall be completed within a reasonable period of time from the commencement thereof. Lessor shall repair or cause to be repaired all paved areas serving and the grounds surrounding the Leased Premises immediately after the installation of such utilities. Lessee shall not be entitled to any compensation or abatement of rent for the use of such easement areas.
18. **Default of Tenant:**
- A. **Remedies of Lessor for non-compliance.** Subject to the curative opportunities provided to Lessee in this Lease Agreement, in the event that Lessee (i) fails to pay the rent specified when due, (ii) fails to comply in any material respect within any term, provision, condition, or covenant of this Lease Agreement other than the payment of rent, (iii) files a petition (or has a petition filed against it) under any section or chapter of the United States Bankruptcy Code, as amended, (iv) becomes insolvent or makes a transfer in fraud of creditors, (v) makes an assignment for the benefit of creditors, or (vi) suffers appointment of a receiver for all or any part of its assets, then upon the occurrence of any one or more of the foregoing, Lessor shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law or in equity:
- (1) Terminate this Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises to Lessor, but if Lessee shall fail to do so, Lessor may, without further notice or prejudice to any other remedy it may have for possession or arrearages in rent, enter upon the Leased Premises and expel or remove tenant and its effects in any lawful manner, and Lessor may pursue any action at law, or in equity, for any damages Lessor may have suffered as a result of such termination; or
  - (2) Re-take possession of the Leased Premises for the account of Lessee and declare the entire amount of rent which would be due and payable during the remainder of the Initial Term or Extended Term of this Lease Agreement, whichever is applicable, to be due and payable immediately, in which event Lessee agrees to pay the same at once; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. It is acknowledged by Lessor that Lessor shall be under a duty to mitigate its damages hereunder as required by law.
  - (3) Do whatever the Lessee is obligated to do by the provisions of this Lease Agreement and may enter the Leased Premises, by any lawful manner, in order to accomplish this purpose. Lessee agrees to reimburse the Lessor immediately upon demand for any expenses which the Lessor may incur in thus effecting compliance with this Lease Agreement on behalf of the Lessee, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action provided that Lessor has acted in a lawful manner. Pursuit by

Lessor of any of the remedies in this paragraph shall not preclude the pursuit of any other remedies provided by law or in equity. Unless such purpose is expressly stated in writing, no act or thing done by Lessor or its agents during the Term of the Lease Agreement, shall be deemed to be an acceptance of a surrender of said Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless the same be made in writing by the Lessor. The mention in this Lease Agreement of any particular remedy shall not preclude the Lessor from any other remedy the Lessor may have, either at law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, contained in this Lease Agreement or in any of the rules and regulations adopted by Lessor, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by Lessor of rent with knowledge of the breach of any covenant in this Lease Agreement shall not be deemed a waiver of such breach.

B. Notice and curative opportunities. Notwithstanding anything contained in this paragraph 17 to the contrary, Lessee shall be afforded the following notice and curative opportunities by Lessor:

- (1) If Lessee fails to pay its rent or pay any other monies payable by Lessee to Lessor hereunder within seven (7) days of the date due, Lessor shall provide written notice to Lessee of its default and shall provide Lessee with a five (5) day grace period after the date of such written notice within which to pay the sums due and owing to Lessor. In the event Lessee fails to remit said sums within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein. In the event Lessor provides the aforesaid notice to Lessee, Lessee shall in addition to the sums due pay a late charge fee to Lessor in the amount of four percent (4%) of the sums due and owing to Lessor as partial reimbursement to Lessor for its costs and expenses incurred in providing such notice.
- (2) Except as otherwise provided in Paragraph 9 hereof, if Lessee is in breach of any term or terms of this Lease Agreement other than the payment of rent or other monies as addressed in Subparagraph B. (1) above, Lessee shall have a period of twenty (20) days from the date of written notice of said breach in which to remedy such breach; provided, however, if Lessee commences to cure within the said twenty (20) day period and provided that Lessee diligently and reasonably pursues the remedy of said breach, then Lessee shall have a period not to exceed forty-five (45) days to cure said breach prior to being in default hereunder. In the event Lessee fails to cure such breach within such extended period of time, the same shall constitute a default under this Lease Agreement entitling Lessor to the rights and remedies available herein.

19. **Default of Lessor:**

A. Remedies of Lessee for non-compliance. Subject to any notice and/or curative opportunity provided to Lessor in this Lease Agreement, in the event that Lessor fails to comply in any material respect with any term, provision, condition or covenant of this Lease Agreement, Lessee shall have the option to proceed according to any one or more of the following courses of action:

- (1) Terminate this Lease Agreement, in which event this Lease Agreement shall become null and void, but Lessee may pursue any action at law, or in equity, for any damages Lessee may have suffered as a result of such breach by Lessor; and/or
- (2) Maintain an action for a specific performance of any act required to be done by Lessor under



the provisions of this Lease Agreement, Lessor and Lessee hereby agreeing that the Leased Premises herein described are unique and that any breach of this Lease Agreement by Lessor would result in irreparable injury to Lessee. Lessor hereby further agrees that specific performance or other injunctive relief is an appropriate remedy for breach of any material provision of this Lease Agreement; and/or

(3) Pursue any other remedy available to Lessee at law or in equity.

- B. Notice and curative opportunities. Notwithstanding anything herein to the contrary, and except as otherwise provided in Paragraph 9 hereof, if Lessor is in breach of any term or terms of this Lease Agreement, Lessor shall have a period of thirty (30) days from the date of written notice of said breach in which to remedy that breach; provided, however, if Lessor commences to cure within said thirty (30) day period and provided that Lessor diligently and reasonably pursues the remedy of said breach, then Lessor shall have a period not to exceed ninety (90) days to cure said breach prior to being in default hereunder.

Lessee shall, to the extent required by law, seek to mitigate its damages in the event of a default by Lessor entitling Lessee to exercise its remedies as provided for in this Paragraph 18.

20. 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.

21. 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 PUBLIC HEALTH UNIT.

22. 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. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or a member of any joint enterprise with Lessee for any purpose.
- 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 A. 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 1<sup>st</sup> Avenue North  
St. Petersburg, FL 33713

If to Tenant: Daniel L. Baker, Administrator  
Classical Christian School For The Arts, Inc.  
4981 78<sup>th</sup> Avenue N.  
Pinellas Park, FL 33781

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. Continuance of Lessee's Name. Lessee agrees that it shall continue to use its present name during all such times as it shall occupy the Leased Premises pursuant to this Lease Agreement.

- I. 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.
- J. Lessee's Authority. Lessee warrants that it has obtained all necessary authority through the official action of its officers and directors to enter into this Lease Agreement and to be bound by the terms thereof.
- K. Binding Effect. This Lease Agreement shall be binding upon the parties, their successors, assigns, and legal representatives.
- L. 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.
- M. 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.
- N. Venue. All actions or proceedings arising in connection with, out of, related to, or from this Lease Agreement shall be litigated in the State Court in Pinellas County, Florida having jurisdiction thereof.
- O. Security Deposit. Lessor hereby waives receipt from Lessee of a security deposit.
- P. Temporary Parking. Ingress and Egress. The Lessor reserves the right to have vehicles parked on or about the leased property as may be necessary for the Lessor's continued use of the Lessor's property in the rear of the premises. The Lessee shall allow such parking and shall allow the Lessor's employees, customers and invitees ingress and egress on and over the leased premises, as may be necessary for the Lessor's continued use of its property in the rear of the Leased Premises.
- Q. LED Sign. The LED sign in front of the Leased Premises is the property of the Lessor and exclusively for the Lessor's use. "However, due to its location, the Lessor understands that the Lessee desires to use the sign to display important announcements, including event dates and times, as well as the school's name to advise those traveling nearby of the school's presence. All messages and announcements which the Lessee wishes to appear on the sign must be submitted to the Lessor for approval. The Lessor has the sole authority to approve or reject any request and/or wording of such announcement.

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

**ATTEST:**

**CITY OF PINELLAS PARK, FLORIDA**

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

By: \_\_\_\_\_  
Douglas A. Lewis, City Manager

**WITNESS:**

**CLASSICAL CHRISTIAN SCHOOL FOR THE ARTS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Daniel L. Baker, President

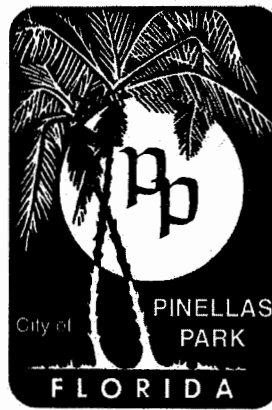
**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
James W. Denhardt, City Attorney

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

October 14, 2020

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

**RE: City Document #20-273**  
**Lease Agreement - Classical Christian School of the Arts - 4981 78th Ave.**

Dear Ms. Coughlin:

I have received and reviewed the above-mentioned Lease Agreement with Classical Christian School of the Arts for the property located at 4981 78th Avenue. In section 3, paragraph A of the Agreement, the first sentence needs to be corrected to reflect the correct amount of rent due each month of \$10,175.06 (rather than \$9,040.00).

Additionally, section 3, paragraph B should be updated to read as follows:

In addition to the rent to be paid to Lessor from Lessee as stated above, Lessee shall pay to Lessor, the reimbursement of equipment costs to replace air conditioning units throughout the Lessee's occupied premise. Lessee currently owes the sum of twelve thousand eight hundred ninety-nine dollars and forty cents (\$12,899.40), which shall be payable in eight hundred fifty dollars (\$850) per month installments, beginning with the due date of the 1st of November, 2020, and on the first day of each successive month thereafter until said sum is paid in full. Said equipment shall remain the property of the Lessor. Upon termination of the Lease Agreement, or if the Lessee should decide to transfer ownership, lease or sell the school, any remaining balance owed for equipment costs shall become due immediately, in full, and paid to the Lessor within 10 business days.

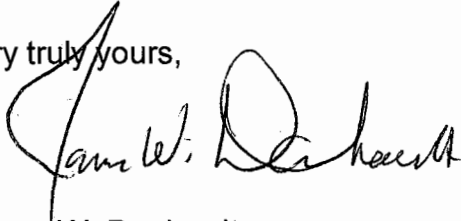


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Mr. Shannon Coughlin  
Page Two  
October 14, 2020

Once the above changes are incorporated into the Lease, I would approve of the Lease Agreement as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large initial "J" and "D".

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Benjamin Ziskal, Community Development Administrator  
Nick Colonna, Planning & Development Services Director

JWD/cb

20-273.10142020.LSC.Lease Agrmt Classical School Arts - 4981 78th Ave.wpd