

LEASE

**BETWEEN THE CITY OF NEW PORT RICHEY, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY
AND
DENISE ISAACSON o/b/o RICHEY COMMUNITY ORCHESTRA**

THIS LEASE AGREEMENT made and entered into on this ____ day of _____ 2023 (hereinafter “Effective Date”) by and between the CITY OF NEW PORT RICHEY, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, a corporate body politic (herein after called “Lessor”) and DENISE ISAACSON, on behalf of RICHEY COMMUNITY ORCHESTRA, an unregistered member organization (herein after called the “Lessee”), and the parties hereto agree to the following terms and conditions, concerning the property described herein:

1. PROPERTY DESCRIPTION

The Lessor does by these presents, lease and let to the Lessee the following described property (hereinafter “Property”), the same being situated and located at 6128 U.S. Highway 19, in the City of New Port Richey, County of Pasco, State of Florida.

2. LEASE TERM, RENEWAL

The term of this Lease is for a period of six (6) months, commencing on the Effective Date (hereinafter “Lease Term”). This Lease may be renewed for an additional six (6) month period, upon approval of Lessee and Lessor’s executive director.

3. RENT

Rent is due monthly on the first day of each month in the amount of \$0.00 per month.

4. EXPENSES

Lessor shall pay all real estate taxes, license or permit fees, and any other fee, cost or tax, including sales tax, if any, imposed by any governmental entity, division or agency of the United States of America, the State of Florida, Pasco County or Lessor, concerning the leased premises.

5. USE, ASSIGNMENT, SUBLETTING

Lessee shall use the Property only for storage of Lessee’s music library in cabinets provided by Lessee. Lessee shall make no other use of the premises without the written consent of Lessor. Lessee shall not assign its rights or responsibilities under this Lease, nor sublet or allow another to use the subject property, without the written consent of the Lessor. Lessee shall have limited access to the Property to place or remove Lessee’s stored property. Upon forty-eight hour notice to Lessor, Lessee shall have access to the property up to three (3) times during the term of this Agreement.

6. IMPROVEMENTS

Lessee shall make no improvements or alterations to the subject property without the written consent of Lessor. Any and all improvements must be made in accordance with all applicable laws and ordinances, including those related to site plan review and building permits. Lessee shall pay the costs for site plan review, licenses or permit fees, as applicable. Upon the expiration of the lease term or termination of this Lease, Lessor shall be entitled to ownership and possession of the premises, together with any improvements or additions thereto, whether pre-existing this Lease or added during the term hereof. Notwithstanding any prior agreements between the parties, upon termination of this

Lease, Lessee shall surrender the premises in good condition and hereby waives any right, title or interest in the premises or any improvement constructed thereon, whether constructed prior to or during the term of this Lease; and Lessee hereby releases Lessor from any and all claim for the value of any improvements constructed on the premises by Lessee or for Lessee's benefit, except as provided herein. Lessee shall not allow any lien of any kind to be placed against the premises, and Lessor's issuance of building permits or approval of plans shall not constitute an acceptance of any contractor or laborer regarding such improvements.

7. MAINTENANCE, CONDITION OF PREMISES

Lessee accepts the leased premises as is, and is satisfied with the condition of the premises. Lessee shall maintain the leased premises, including all equipment or fixtures, in a good state of repair and clean at all times, at its expense. Lessee shall ensure that the premises, and Lessee's use thereof, is at all times in compliance with all applicable laws, ordinances, rules and regulations, including building, health and fire codes, and environmental regulations. Lessee shall observe all sanitation and other laws, ordinances, rules or regulations of the State of Florida, the United States, Pasco County and the City of New Port Richey, Florida, concerning the operation and use of the subject property.

8. QUIET ENJOYMENT

Lessor makes no covenant of quiet enjoyment for the subject property, and Lessor shall be under no obligation to Lessee to institute or defend any proceeding regarding Lessee's right to possession or quiet enjoyment of the leased premises. Lessor shall not be responsible for rebuilding or repairing the leased premises in the event of partial or total destruction thereof, from any cause. Lessee shall provide access to the leased premises to Lessor at any time.

9. INSURANCE

Lessee shall not be required to maintain insurance on the Property throughout the Lease Term.

10. TERMINATION

A. If Lessee defaults in the performance of the terms of this Lease, Lessor may terminate this Lease, upon fifteen (15) days' notice for breach of provisions of this. This Lease shall be terminated immediately, without notice, if Lessee abandons, vacates or surrenders the Property, or upon the passage of the aforesaid notice periods without an adequate cure of the default noticed. Notwithstanding the termination of this Lease for any reason, Lessor shall have the right to maintain an action against Lessee for possession and/or damages, including unpaid rent, following Lessee's default in the performance of the terms of this Lease.

B. In the event Lessor defaults under any terms hereunder, Lessee shall provide Lessor with written notice of such default and Lessor shall have fifteen (15) days to cure the same. In the event Lessor fails to cure said default in the time required, Lessee may terminate this Lease.

C. Upon termination, Lessee shall immediately return the Property to Lessor, however terminated, in the same condition as of the Effective Date of this Lease, ordinary wear and tear consistent with the permitted uses excepted. If Lessee fails to return the Property in the condition required by this subparagraph and within the time allotted, Lessor may undertake repairs to restore the Property to said condition and may charge Lessee for any and all costs or expenses incurred to do so. Lessee shall be liable for market rent, as determined by Lessor, for any period in which Lessee retains possession of the Property following termination of the Lease. Any and all personal property or improvements left on the Property shall be deemed to be abandoned and shall become the property of Lessor.

11. UTILITIES, TAXES

Lessor shall pay all charges for water, sanitary sewer, natural gas, garbage, stormwater, electrical, telephone and other utility services at the Property. Lessor shall pay any and all taxes imposed against the Property or Lessee's use thereof imposed by any governmental authority.

12. SIGNS

Lessee shall not attach, affix, or permit to be attached or affixed upon the Property any flags, placards, or signs, or any supporting poles, wires, equipment or fixtures unless duly approved by Lessor. In addition to approval of Lessor, Lessee shall be responsible for securing any necessary permits for the installation of any signs or other amenities.

13. DAMAGE TO PROPERTY

A. If, by reason of such fire or casualty, the Property is rendered wholly unusable or unsuitable for occupancy, Lessee may continue use of the Property or any part thereof not so damaged, or rendered unusable or unsuitable for occupancy, during any such period to the extent reasonably practicable. Lessee shall not be entitled to, and hereby waives, all claims against Lessor for any compensation or damages for loss of use of the whole or any part of the Property and for any inconvenience, loss of business, lost profits or economic losses occasioned by any such damage, destruction, repair or restoration, including Lessee's stored property.

B. If the Property is damaged by any act or omission of Lessee, its employees, invitees, agents, representatives, contractors, or subcontractors, Lessee shall promptly repair and restore the Property substantially to the same condition existing immediately prior to such damage or destruction, and shall repair, restore, or replace all improvements, fixtures, and contents (where applicable) to at least a condition equal to that existing prior to the damage or destruction at Lessee's sole cost and expense. In the event Lessee fails to make any such repairs in a timely manner, Lessor may, in its sole discretion, complete any repairs as Lessor deems necessary. Lessee shall be responsible for payment of any costs and expenses incurred by Lessor in making any repair to the Property as provided herein.

14. INDEMNIFICATION

Lessee shall indemnify and hold Lessor, its officers, officials, employees, volunteers, representatives and agents, harmless from all claims, demands, suits, actions or losses, including all costs, expenses and attorneys' fees through all appellate proceedings, incurred by Lessor in defending against any such claims, arising or alleged to arise from any act, omission or use of the premises by Lessee or Lessee's agents, employees or contractors, or arising from any injury to the person or property of anyone on the leased premises during the term of this Lease and including claims for injunctive or equitable relief. This indemnification provision shall survive the termination of this Lease, however terminated. This indemnification provision shall not be limited by the amount of any insurance required to be maintained or obtained under this Lease. This indemnification provision includes claims made by employees and patrons of Lessee against Lessor; and Lessee waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability Lessee may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The foregoing indemnification provision shall be endorsed onto or attached to the insurance policies and Certificate(s) of Insurance procured pursuant to Section 9 of this Lease.

15. 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 the county public health unit. Lessee shall hold Lessor harmless against any claim for damages resulting in exposure to radon gas on the leased premises, whether said claim is made by the Lessee, its agents, employees, invitee, licensees, or any other third party.

16. NOTICES

Any notices provided hereunder shall be in writing mailed by certified U.S. Mail, return receipt requested, and shall be effective upon deposit into the mail. Notices to Lessor, shall be delivered to the parties, as follows:

Lessor: Executive Director/City Manager
City of New Port Richey
Community Redevelopment Agency
5919 Main Street
New Port Richey, FL 34652

Lessee: Denise Isaacson

17. LITIGATION

In any action brought to enforce the terms of this Lease or to recover possession of the leased premises, the prevailing party shall be entitled to recover reasonable attorney fees, through all appellate proceedings. The venue for any such action shall be in Pasco County, Florida, and this agreement shall be construed according to the law of the State of Florida.

18. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and all prior representations are merged herein and not binding upon the parties. This agreement may only be modified in writing, approved by the Board of Directors or Executive Director of Lessor, as appropriate.

19. MUTUAL DRAFTING

The Parties acknowledge and agree that this Lease is the product of mutual drafting, each being represented by or having the opportunity to be represented by independent legal counsel, and that the terms hereof shall not be construed against any party based on the drafting of the same.

20. MISCELLANEOUS

The headings used herein are for convenience only and shall not be considered in interpreting this agreement. Lessor’s failure to act upon any default shall not constitute a waiver of Lessor’s right to act upon that default or any other default hereunder. If any portion of this Lease is declared to be invalid, the remaining portions thereof shall remain in full force and effect. This Lease may not be assigned by Lessee, without the written consent of Lessor, which may be exercised in Lessor’s sole and absolute

discretion. The parties acknowledge their respective full authority to enter into this Lease and agree to be bound hereby.

IN WITNESS WHEREOF, the Lessor and Lessee affix their hands and seals, by and through their respective duly authorized agents, on the day, month, and year first above written.

APPROVED AS TO FORM:

CITY OF NEW PORT RICHEY, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY

Timothy P. Driscoll, City Attorney

By: _____
Debbie L. Manns, as Executive Director

Attest:

Judy Meyers, CMC, City Clerk

Denise Isaacson, o/b/o Richey Community
Orchestra