

LEASE AGREEMENT

This Lease Agreement ("Lease"), is made this ___ day of _____, 2017 by and between the CITY OF NEW PORT RICHEY, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, corporate body politic, with offices at 5919 Main Street, New Port Richey, Florida, 34652 (the "City") and Mynetworkone, LLC, a Florida limited liability company with its principal address at 5122 Haltata Ct., New Port Richey, FL 34655 ("Tenant")(collectively, the "Parties").

WHEREAS, the City is the owner of that certain real property located at 6345 Grand Boulevard as legally described on Exhibit "1" attached hereto, and commonly known as the Business Incubator (the "Property"); and

WHEREAS, Tenant owns and operates Mynetworkone, LLC and desires to lease a portion of the Property as depicted on Exhibit "1" for use as a multi-media facility on the terms and conditions in this Lease; and

WHEREAS, the City desires to grant Tenant such lease on the terms and conditions provided in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises provided herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree that:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Leased Premises and Term. The City hereby grants an exclusive lease of the Property to Tenant on the terms and conditions provided herein. This Lease shall commence on May 1, 2017 ("Effective Date") and shall continue for a three (3) year term, and shall expire at midnight on April 30, 2020 (the "Lease Term"), unless the Parties mutually agree, in writing, to renew this Lease. Tenant shall request renewal of the Lease in writing to the City no later than ninety (90) days prior to the expiration of the Lease Term. Tenant agrees that any renewal term shall include an increase in rent upon which Tenant and City shall mutually agree in writing.

Section 3. Rent. Tenant shall pay to the City Three Thousand U.S. Dollars (\$3,000.00) per month throughout the first year of the Lease Term. The rent will increase by three percent (3%) in each subsequent year of the Lease Term. The first rental payment shall be immediately due and payable on the execution of this agreement. Each subsequent monthly payment shall be due and payable on the fifth day of each subsequent month.

- a) Upon execution of this agreement, lessee shall place and keep on deposit with Lessor an amount of \$3,000.00, which funds are to be held by Lessor to secure payment and performance of all terms and conditions of this agreement.
- b) In addition to all other remedies available to the City, any payment received by the City five (5) or more days after the date which any payment is due shall accrue interest at the highest legal rate allowed by Florida Statutes. Interest shall continue to accrue until fully paid by Tenant. If Tenant pays with a check or bank draft that is returned unpaid or uncollected, Tenant shall pay to the City, in addition to the total amount due, a processing fee of 5% for each returned check or bank draft. In the event two (2) or more of the Tenant's checks or bank drafts are returned unpaid or uncollected during the Lease Term, the City may require, as a condition of Tenant's continued use and/or occupation of the Property, that all subsequent payments of monthly compensation be in the form of a cashier's check or money order.
- c) Compensation for any renewal term shall be negotiated at the time of renewal.

Section 4. Use and Maintenance of the Property.

- a) The Leased Premises shall be used and occupied solely by Tenant and for the sole purpose of a multi-media facility on the Property.

- b) Tenant shall, at its own cost and expense, maintain the Property in a good, attractive, safe and sanitary condition as is acceptable to the City, in the City's sole discretion and in accordance with all local ordinances governing property maintenance. Tenant shall comply with all federal, state, and local laws, rules, ordinances, and regulations relating to Tenant's use and lease of the Property at its sole cost and expense.
- c) Tenant agrees to return the Property within ten (10) calendar days after the expiration of the Lease Term or termination of this Lease, 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 Tenant fails to return the Property in the condition required by this subparagraph and within the time allotted, the City may undertake repairs to return the Property in said condition and may charge the Tenant for any and all costs incurred by the City to do so.
- d) Tenant shall not construct, install, maintain, repair or otherwise make any temporary or permanent improvements on the Property without the City's City Manager's express written permission. Any and all costs associated with any improvements to the Property shall be Tenant's sole responsibility. Tenant shall be responsible to obtain any and all necessary permits as required to construct or install any improvements to the Property. Upon termination or expiration of this Lease, any improvements to the Property shall become the property of the City and may not be removed from the Property without the express written consent from the City Manager. In the event Tenant is permitted to remove any improvements or fixtures from the Property during or after the Lease Term, Tenant shall pay any and all costs associated with said removal and any repairs the City deems necessary to return the Property to the condition it was in prior to installation or subsequent removal of any improvements or fixtures.
- e) The conference room and class room as indicated in Exhibit "1" are to be shared by the Tenant and City. Scheduling shall be coordinated through the City's Economic Development Office.

Section 5. Utilities. For the first three (3) months of the Lease Term, Tenant shall pay seventy-five percent (75%) of all water, sanitary sewer, natural gas, garbage, stormwater and electrical services on the Property (hereinafter "Operating Costs"), Tenant shall pay one hundred percent (100%) of the Operating Costs in each subsequent month of the Lease Term.

Section 6. Signs. Tenant shall not attach, affix, or permit to be attached or affixed upon the Property any flags, placards, signs, poles, wires, aerials, wireless communications equipment, antennae or fixtures unless duly approved by the City's Development Department pursuant to a valid permit. Tenant shall be responsible for securing any necessary permits for the installation of any signs.

Section 7. Assignment. Tenant shall not assign or transfer this Lease in any manner without the express written consent of the City.

Section 8. City Access. Tenant shall allow the City and its representatives access to the Property for inspection upon request by the City. The City will endeavor to give three (3) days notice prior to any such inspection except in cases of emergency, repairs to utilities or imminent threat to the health, safety, and welfare of the public.

Section 9. Insurance.

- a) Tenant shall keep in full force and effect for the duration of the Lease Term and any extension or renewal thereof, insurance in the form and amounts specific below. Any insurer executing a policy required hereunder shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and a Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City's Risk Manager in writing.
- b) Tenant's insurance shall be considered primary. The Certificates of Insurance shall bear the

requisite endorsements providing for the "City of New Port Richey" as Certificate Holders and additional insured and shall further provide for waiver of subrogation by the Tenant. The Certificate(s) issued pursuant to this Lease shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes, the Certificate(s) shall include a reference to this Lease. The Certificate(s) of Insurance shall be in a form approved by the City Manager.

c) Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. Tenant shall provide immediate notice of any Tenant initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Lease. Tenant shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by the insurer(s). If requested by the City, Tenant shall furnish complete copies of all insurance policies, forms and/or endorsements.

d) The City reserves the right to request additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of the Lease Term and any extension or renewal thereof. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Lease does not constitute waiver of the Tenant's obligations to fulfill the requirements of this Section.

e) The Tenant shall secure the following insurance, or mutually agreed upon variances in insurance coverage, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the City, and its elected officials, officers, employees, volunteers, representatives, attorneys, agents, contractors, and subcontractors as an additional insured to the extent of the City's interest:

1. Workers' Compensation - Statutory - In compliance with the Workers' Compensation law of the State of Florida including employer's liability coverage of at least \$500,000.

2. Comprehensive General Liability - with a minimum limit of \$1,000,000 per occurrence combined single limit to include:

- (a) Premises - Operations
- (b) Independent Contractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Personal Injury

Note: This must be an occurrence based policy.

Section 10. Indemnification.

a) The Tenant shall indemnify, hold harmless and defend the City and its elected officials, officers, employees, volunteers, representatives, agents and affiliates of, from and against all liability, claims and expense, including reasonable attorney's fees, in connection with any and all claims, including claims for equitable or injunctive relief and/or damages whatsoever for personal or bodily injury or death, including loss of use, or property damage or destruction of tangible or personal property including loss thereof or expenses of every kind and character, in connection with and arising directly or indirectly out of this Lease or the use of the Property. 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 the Tenant against the City; and the Tenant 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 the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

b) The foregoing shall be endorsed onto or attached to the insurance policies and Certificate(s) of Insurance procured pursuant to Section 9 of this Lease.

Section 11. Damages to Leased Premises.

a) If the Property is partially damaged by fire or other casualty insured under Tenant's insurance policies, then upon receipt of the insurance proceeds, Tenant shall, except as otherwise provided herein, 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 the City's improvements, fixtures and contents (where applicable) in the Property to at least a condition equal to that existing prior to the damage and/or destruction, limited, solely, to the extent of the insurance proceeds received by the Tenant.

b) If, by reason of such fire or casualty, the Property is rendered wholly unusable/unoccupiable, then the compensation payable by Tenant shall be fully abated, or if only partially unusable/unoccupiable, such compensation shall be abated proportionately as to that portion of the Property rendered unusable from the date of such casualty until the Property is substantially repaired and restored. Tenant shall continue use of the Property or any part thereof not so damaged, or rendered unusable, during any such period to the extent reasonably practicable. However, if such damages or other casualty shall be caused by the negligence or wrongful conduct of the Tenant or its respective agents or employees, there shall be no abatement of compensation. Except for the abatement of compensation set forth in this subparagraph, Tenant shall not be entitled to, and hereby waives, all claims against the City for any compensation or damage for loss of use of the whole or any part of the Property and/or for any inconvenience or economic losses occasioned by any such damage, destruction, repair or restoration.

c) If the Property is damaged by any act or omission of the Tenant, Tenant's employees, invitees, agents, representatives, contractors, and/or subcontractors, Tenant 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 the City's improvements, fixtures, and contents (where applicable) to at least a condition equal to that existing prior to the damage and/or destruction at Tenant's sole cost and expense. In the event Tenant fails to conduct any such repairs in a timely manner, the City may, in its sole discretion, complete any repairs as the City deems necessary. Tenant shall be responsible for payment of any costs incurred by the City in conducting any repair to the Property as provided herein. Failure to reimburse the cost of any repairs conducted by the City in accordance with this provision shall be cause for immediate termination of this Lease.

Section 12. Binding Effect. This Lease shall be appurtenant to and shall run with the land and is binding upon the Parties hereto, as well as their successors, heirs and permitted assigns.

Section 13. Entire Agreement. This Lease contains the entire agreement between the City and Tenant with regard to the lease of the Property, and all other representations, negotiations and agreements, written or oral, are superseded by this Lease and are of no force and effect. This Lease may be only be modified in writing signed by the Parties. No waiver of any of the terms and conditions of this Lease shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any such condition or the breach of any term, covenant, representation, warranty, or other provision herein shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Lease.

Section 14. Venue and Choice of Law. This Lease shall be construed under the laws of the State of Florida, and venue for any state actions arising out of this Lease shall lie solely in the Sixth Judicial Circuit in and for Pasco County, Florida, and venue for any federal actions arising out of this Lease shall lie solely in the U.S. District Court,

Middle District of Florida, Tampa Division.

Section 15. Severability. If any provision of this Lease, excluding Section 10 (“Indemnification”), is deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed separate and severable from the rest of this Lease and shall not invalidate any other provision of this Lease. If Section 10 is deemed unenforceable, then this Lease shall terminate immediately.

Section 16. Force Majeure. Neither party to this Lease shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national or state emergencies, sabotage, strikes, or labor disputes. Either party hereto may suspend its performance hereunder as a result of force majeure without being in default of this Lease, but upon the removal of such force majeure, the suspending party shall resume its performance as soon as is reasonably possible.

Section 17. Breach or Default; Termination.

a) In the event Tenant defaults or breaches any of the terms of this Lease, the City shall give Tenant written notice of the nature of the alleged breach. Upon receipt of written notice of the alleged breach, Tenant shall thereafter have ten (10) calendar days to cure the default or breach. If Tenant fails to cure such default/breach within such ten (10) day period the City may terminate this Lease immediately upon written notice to Tenant. In addition, the City may, but shall not be obligated to, cure such default by Tenant. Whenever the City elects to cure the Tenant's default, all costs and expenses incurred by the City, including reasonable attorneys' fees, in curing said default shall be paid by the Tenant to the City on demand, together with interest thereon from the date of payment by the City to the date of payment by the Tenant.

b) In the event Tenant defaults on any of the terms or conditions contained in this Lease, in addition to all other remedies set forth in this Lease or at law, all payments of compensation due the City during the term of this Lease, or any renewal thereof, shall, at the option of the City, become accelerated and immediately due and payable in full. The City may re-enter the Property using such force for the purpose as may be necessary without being liable to any prosecution therefore, and the City may repair or alter the Property in such manner as the City may deem necessary or advisable. The City has the right to enter into an agreement for the re-use of the Property and to collect any deficiency in doing so in addition to any reasonable expenses incurred, however, Tenant's obligation to pay damages shall survive termination of this Lease and the election by the City of any single remedy does not preclude the use of any other remedy whether or not provided in this Lease.

Section 18. Effect of Expiration or Termination. At the expiration of the Lease Term, or termination of this Lease, however terminated, in addition to all other obligations in this Lease, Tenant shall surrender possession of the Property to the City and shall vacate the Property immediately upon such expiration and/or termination without the City needing to bring an action for possession thereof. Any and all personal property or improvements left on the Property shall be deemed to be abandoned and shall become the property of the City. In the event this Lease is terminated without cause prior to the expiration of the Lease Term, any monthly payment due in the month of termination shall be prorated and the Tenant shall no longer be responsible for future monthly payments.

Section 19. Notices. All notices required or made pursuant to this Lease shall be made in writing and sent by certified mail, return receipt requested. Notices shall be sent to the Parties at the respective addresses shown below:

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

With a required copy to:

General Counsel
5919 Main Street
New Port Richey, FL 34652

Tenant: _____

Section 20. Attorney's Fees. Should either party be forced to retain an attorney to enforce any provisions of this Lease, to collect damages for breach of this Lease, or engage in any litigation over this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial, and appeal and including any litigation over entitlement to or amount of attorneys' fees and costs owed.

Section 21. 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.

Section 22. Acknowledgment. Tenant understands and acknowledges that its undersigned Managing Member has full authority to execute this Lease on behalf of the Tenant.

Section 23. First Right of Refusal. Tenant acknowledges that the City may elect to sell the Property at any time during the term of this Lease or any renewal thereof. In the event the City receives a bona fide offer for purchase of the Property, Tenant shall have thirty (30) days in which to provide the City with a bona fide and legally binding offer to purchase the Property on the same terms as provided in such offer, or such other terms acceptable to the City in its sole discretion. Nothing contained herein shall be deemed to require the City to accept any offer to purchase the Property made by Tenant or any third party, and the City may in its sole discretion reject any and all offers for purchase of the Property in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the year and date first above written.

CITY OF NEW PORT RICHEY, FLORIDA
("City")

By: _____
Debbie Manns, as Executive Director

WITNESS:

WITNESS:

Print Name: _____

Print Name: _____

ATTEST:

REVIEWED AND APPROVED:

Agency Clerk

General Counsel

STATE OF FLORIDA
COUNTY OF PASCO

Subscribed and sworn to before me on this _____, 2017, by **Debbie Manns**, as City Executive Director of the City of New Port Richey, Florida, Community Redevelopment Agency, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Signature of Person Taking Acknowledgment

(NOTARY SEAL)

Name of Acknowledger Printed/Typed

Notarial Serial Number

MyNetworkOne, L.L.C.
("Tenant")

By: _____

_____, Managing Member

WITNESS:

Print Name: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

Subscribed and sworn to before me on this _____, 2017, by _____, as Managing Member of Mynetworkone, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Signature of Person Taking Acknowledgment

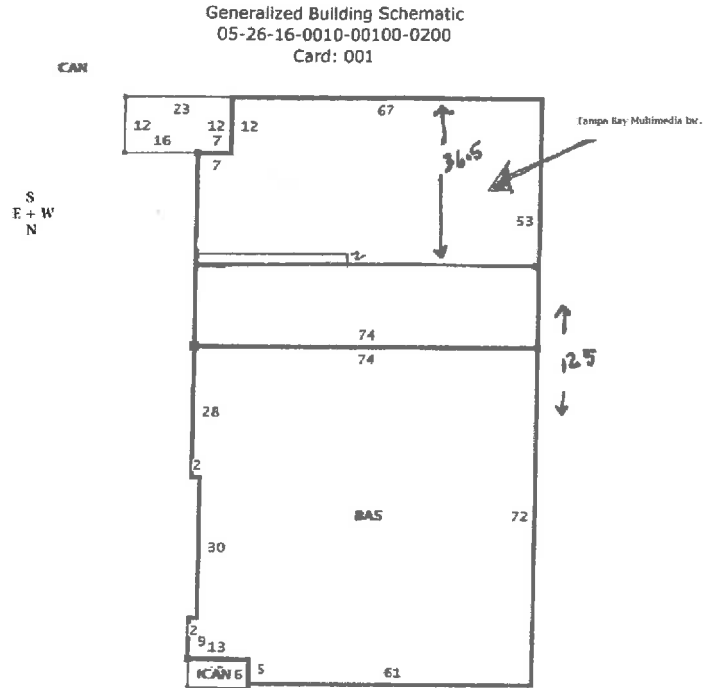
(NOTARY SEAL)

Name of Acknowledger Printed/Typed

Notarial Serial Number

Exhibit 1

Business Incubator Schematic



Pasco County Property Appraiser
Page Layout Modified: 9/6/2013 8:36:26 AM
The Local Time Is: 4/23/2015 9:10:28 AM

Mike Wells Pasco County Property Appraiser

Legal Description .

05-26-16-0010-00100-0200
Assessed in Section 05, Township 26 South, Range 16 East
of Pasco County, Florida

AVERY & SIMS SUBDIVISION REPLAT OF BLOCK 1 AVERY & SIMS PB 5 PG 10 EAST 35.00 FT LOT
19 ALL OF LOT 20 & EAST 100.00 FT LOT 21 BLOCK 10R 6760 PG 1336

*Please be advised that our legal descriptions are for assessment purposes only, and are not
intended for use in legal conveyances.*