

## LEASE

THIS LEASE is made between CITY OF SUNRISE, a Florida municipal corporation, hereinafter referred to as “Lessor,” whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, and the GREATER SUNRISE CHAMBER OF COMMERCE, INC., a Florida not for profit corporation, hereinafter referred to as “Lessee,” whose address is 10927 NW 53<sup>rd</sup> Street, Sunrise, Florida 33351.

WHEREAS, LESSEE is a chamber of commerce composed of small business owners, large corporations and new and long-time retail operations; and

WHEREAS, LESSEE recruits new businesses to the City of Sunrise and offers tools to existing businesses to help them thrive; and

WHEREAS, retaining and expanding existing businesses and encouraging the creation or relocation of businesses new to the City of Sunrise generates expenditures and employment which result in significant economic benefits to the City of Sunrise by providing employment opportunities, increasing housing demand and strengthening property values, and generating revenue to the City of Sunrise; and

WHEREAS, LESSOR has determined that providing office space to LESSEE satisfies a municipal purpose.

The parties hereto agree as follows:

1. AGREEMENT TO LEASE; DESCRIPTION OF PROPERTY. Lessor leases to Lessee and Lessee rents from Lessor, the leased premises consisting of approximately 360 square feet of office space within the Village Civic Center located at 6800 Sunset Strip, Sunrise, FL 33313, Sunrise, Florida, hereinafter referred to as “Leased Premises,” on an “as is” basis. The Leased Premises are more particularly described on Exhibit “A” – Description of Leased Premises which is attached hereto and incorporated herein. Lessee shall provide in its own name and be responsible for all telephone services (local and long distance) and data communication services. Lessor shall provide utility services (water, sewer, trash, and electricity), pest control, and janitorial services valued at approximately \$135 per month at Lessor’s cost. Lessee shall have exclusive use of the Leased Premises and non-exclusive use of restrooms and other public areas of the Village Civic Center. Use of the Village Civic Center community room must be coordinated with the Leisure Services Department.

2. TERM OF LEASE. The term of the Lease is as follows:

This Lease shall commence on the date the Sunrise City Commission approves an ordinance authorizing this Lease for a term of one (1) year ending on midnight of the last day of the term. The Lease shall automatically renew for up to four (4) one-year terms unless either party provides the other party with thirty (30) days written notice of non-renewal.

Lessee may hold over and remain in possession of the Premises after the expiration of this Lease only with the written approval of the Lessor. In no event shall a hold over be deemed or construed as a renewal or extension of this Lease, but it shall operate as a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, and may be terminated by either party at the end of any month upon thirty (30) days prior written notice by certified U.S. mail to the other.

### 3. RENT.

a. Lessee shall pay three hundred sixty (\$360) dollars in rent to Lessor at the address set forth above. Rent shall be payable monthly to the City of Sunrise in advance without demand, on the 1<sup>st</sup> day of each month during said term. Rent shall be sent to the City of Sunrise c/o Department of Finance and Administrative Services. City has determined that a public purpose exists to waive the rental payment for the term of this Lease and its renewals.

b. All payments due from Lessee to Lessor under the terms of this Lease shall be paid promptly when due to Lessor at the address set forth above. If any payment is not received by Lessor by midnight on the 10<sup>th</sup> day on which payment is due, a late fee equal to five percent (5%) of the delinquent payment shall be due from Lessee to Lessor as additional rent. Lessee shall pay service fees in accordance with Section 2-3 of the City's Code of Ordinances.

c. Lessee shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Lease.

4. SECURITY DEPOSIT. Lessee shall pay Lessor a security deposit in the amount of \$ N/A, which shall be retained by Lessor as security for Lessee's payment of the rent. If at any time Lessee defaults in any provision of this Lease, Lessor shall have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor in curing any default by Lessee, or any damages incurred by Lessor by reason of Lessee's default. The Leased Premises may be inspected by Lessor immediately after use by Lessee to determine if any damage has occurred by reason of Lessee's use. Lessor may retain the deposit at its option in liquidation of the damages it suffers by reason of Lessee's default. If the deposit is not used for any such purpose, and Lessee timely vacates and surrenders the Leased Premises, the security deposit shall be refunded to the Lessee within thirty (30) days after the expiration of the term of the Lease. Lessee will not be entitled to interest on the security deposit.

### 5. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it becomes due; to use the Leased Premises in a careful and proper manner for the express purpose of operating the chamber of commerce and conducting related business-related activities; to commit or permit no waste or damage to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state or local law or ordinance; to not make structural changes, alterations, additions or improvements without Lessor's written consent; to surrender the Leased Premises on the expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations,

additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies and inventory) shall become and remain the property of Lessor on the termination of this Lease; and to pay for any damage outside of normal wear and tear within thirty (30) days of being presented an invoice by Lessor. After each use, thermostats are to be returned to 78 degrees, all lights turned off, and all doors locked.

b. Insurance. Lessee agrees to maintain, on a primary, non-contributory basis and at its sole expense, at all times during the Lease the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as Lessor's review or acceptance of insurance maintained by Lessee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Lessee under the Lease. Lessee agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Severability of Interest or Cross Liability. Lessee agrees to endorse Lessor as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Sunrise." Lessee agrees to provide Lessor a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Lessee's insurer. If the Lessee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Lessee agrees to notify the Lessor by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address shall read:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 West Oakland Park Blvd, 3rd Floor  
Sunrise, FL 33351  
Fax (954) 572-2382

c. To prohibit and refrain from engaging or in allowing any use of the Leased Premises or the Village Civic Center that will increase Lessor's insurance premiums on the building without the express, written consent of Lessor.

d. Indemnification. To indemnify, defend and hold harmless Lessor, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the operation of this Lease; provided that any such claims, damages, losses, or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by any liability, negligent acts, errors, or omissions of Lessee, Lessee's invitees, Lessee's

contractors or subcontractors, or anyone directly or indirectly employed or hired by Lessee or anyone for whose acts Lessee may be liable, or regardless of whether or not caused in whole or in part by any liability, negligent acts, errors, or omissions of Lessor, its officers, agents, volunteers, or employees.

e. In case of damage to any glass in the Leased Premises, to replace it with glass of the same kind, size, and quality as soon as possible at Lessee's sole cost and expense.

f. Lessee shall give Lessor prompt written notice of any damage to, accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by Lessor with due diligence, subject to the provisions of this Lease dealing with repairs and exterior maintenance.

g. To make no alterations, additions or improvements, and to install no equipment or signs advertising its business on the Leased Premises without, in each case, obtaining the prior written consent of Lessor. If any alterations, additions, improvements, or equipment, in or to the Leased Premises are made necessary by reason of special use and occupancy of the Leased Premises by Lessee and approved by Lessor, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that the indemnification provision set forth in paragraph **d** above shall likewise apply to all expenses, liens, claims, and damages to either property or person arising from any repairs, alterations, additions, or improvements thus made.

**6. LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

a. Lessor shall warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

b. In the event the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor shall have the right to terminate this Lease by providing written notice to Lessee. In the event of such termination, rent shall be paid only to the date of the damage.

c. Lessor covenants to keep the Leased Premises in good structural repair, so far as concerns Lessee. Lessor shall maintain and keep in good repair the roof, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. Lessor shall also make any repairs necessitated by water seepage or by other causes not under Lessee's control. Lessor shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinance, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect, unless specifically exempted therefrom. If Lessor fails, within a reasonable time after request, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) Lessor shall be liable for any damages to property or loss thereby sustained by Lessee, and (b) Lessee may have

such repairs made at the expense of Lessor, and deduct it from future rental payment upon Lessee's presentation of a certified invoice detailing the repairs made and the expense incurred.

d. Lessor, its contractors or employees may enter said Premises upon reasonable verbal notice to Lessee to examine same or to make needed repairs to said Premises; and, if the Premises consist of only part of a structure owned or controlled by Lessor, Lessor, its contractors or employees may enter the Leased Premises at reasonable times upon reasonable verbal notice to Lessee to install or repair items deemed by Lessor to be essential to the use and occupation of other parts of the Leased Premises.

7. DEFAULT IN PAYMENT OF RENT. If any rent required by this Lease is not paid when due, Lessor shall have the option to:

a. Terminate this Lease, resume possession of the Leased Premises, and recover immediately from Lessee the difference between the rent specified in the Lease and the fair rental value of the Leased Premises for the remainder of the term, reduced to present worth; or

b. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this Lease, whichever Lessor may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting.

8. DEFAULTS OTHER THAN NONPAYMENT OF RENT. If either Lessor or Lessee fails to perform or breaches any provision of this Lease other than the agreement of Lessee to pay rent, and this failure or breach continues for ten (10) days after written notice specifying the required performance has been given to the breaching party, (a) the party giving notice may terminate the Lease by providing fifteen (15) days written notice; or (b) the non-breaching party may, after thirty (30) days' written notice to the breaching party, comply with the provision or correct any such breach, and the costs of that compliance shall be payable by the breaching party on demand.

9. TERMINATION OF LEASE.

a. Either party may terminate the Lease by providing the other party with ninety (90) days written notice.

b. In the event this Lease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within thirty (30) days after the finding by the court becomes final.

9. INSOLVENCY, BANKRUPTCY, ETC. OF LESSEE. If Lessee is declared insolvent or adjudicated as bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may

terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

10. LESSOR'S LIEN. Lessor shall have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored or kept on the Leased Premises during the term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorney's fees.

11. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional rent or payment then due. Even with Lessor's knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be considered to be a waiver of this breach; and no waiver of Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges or options under this Lease, will be considered to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of the term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent.

12. ADDRESSES FOR NOTICES. Notices to Lessee may be mailed or delivered to the Leased Premises, and proof of mailing or posting of those notices on the Leased Premises shall be considered the equivalent of personal service on Lessee. All notices to either party shall be sent by overnight mail, hand delivery or by certified mail, return receipt requested to the addresses below, or to such other address as a Party may from time to time designate by notice:

Notice to TENANT shall be addressed to:

Greater Sunrise Chamber of Commerce  
6800 Sunset Strip  
Sunrise, FL 33313

Notice to the LANDLORD shall be addressed to:

City Manager  
City of Sunrise

10770 West Oakland Park Boulevard, 5<sup>th</sup> Floor  
Sunrise, FL 33351

With a Copy to:

City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard, 3<sup>rd</sup> Floor  
Sunrise, FL 33351

13. CAPTIONS. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

14. SEVERABILITY AND CHOICE OF VENUE. This Lease has been delivered in the State of Florida and shall be construed in accordance with Florida Law. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease. Any action brought in connection herewith, in law or in equity, shall be brought in Broward County, Florida.

15. JURY TRIAL WAIVER. As consideration for this Lease, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of this Lease.

16. NO PARTNERSHIP. The parties acknowledge that this Lease is not intended to and therefore does not create between them any type of partnership, joint venture, tenancy in common, joint tenancy, or agency relationship.

17. ENTIRE AGREEMENT. This Lease sets forth all of the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them related to the Leased Premises. No subsequent alteration, amendment, change or addition to this Lease will be binding on Lessor or Lessee unless contained in a written document executed by both parties with the same formalities as were used in the execution of this Lease.

18. THIRD PARTY BENEFICIARIES. Lessor and Lessee expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party or entity under this Lease. Neither party intends to directly or substantially benefit a third party by this Lease. The parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of the parties based upon this Lease.

19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is 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 health department

20. CONDEMNATION. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of all or any part of Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignments as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for any fixtures installed by Lessee at its cost and expense which are not part of the realty, or for any damages for interruption to the business of Lessee which do not compensate loss of real property or any interest therein.

IN WITNESS WHEREOF, this Lease has been executed by the parties on the date(s) set forth below.

LESSOR:

CITY OF SUNRISE, a Florida municipal Corporation

By: \_\_\_\_\_  
Michael J, Ryan, Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Kimberly A. Kisslan, City Attorney

LESSEE:

GREATER SUNRISE CHAMBER OF COMMERCE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_

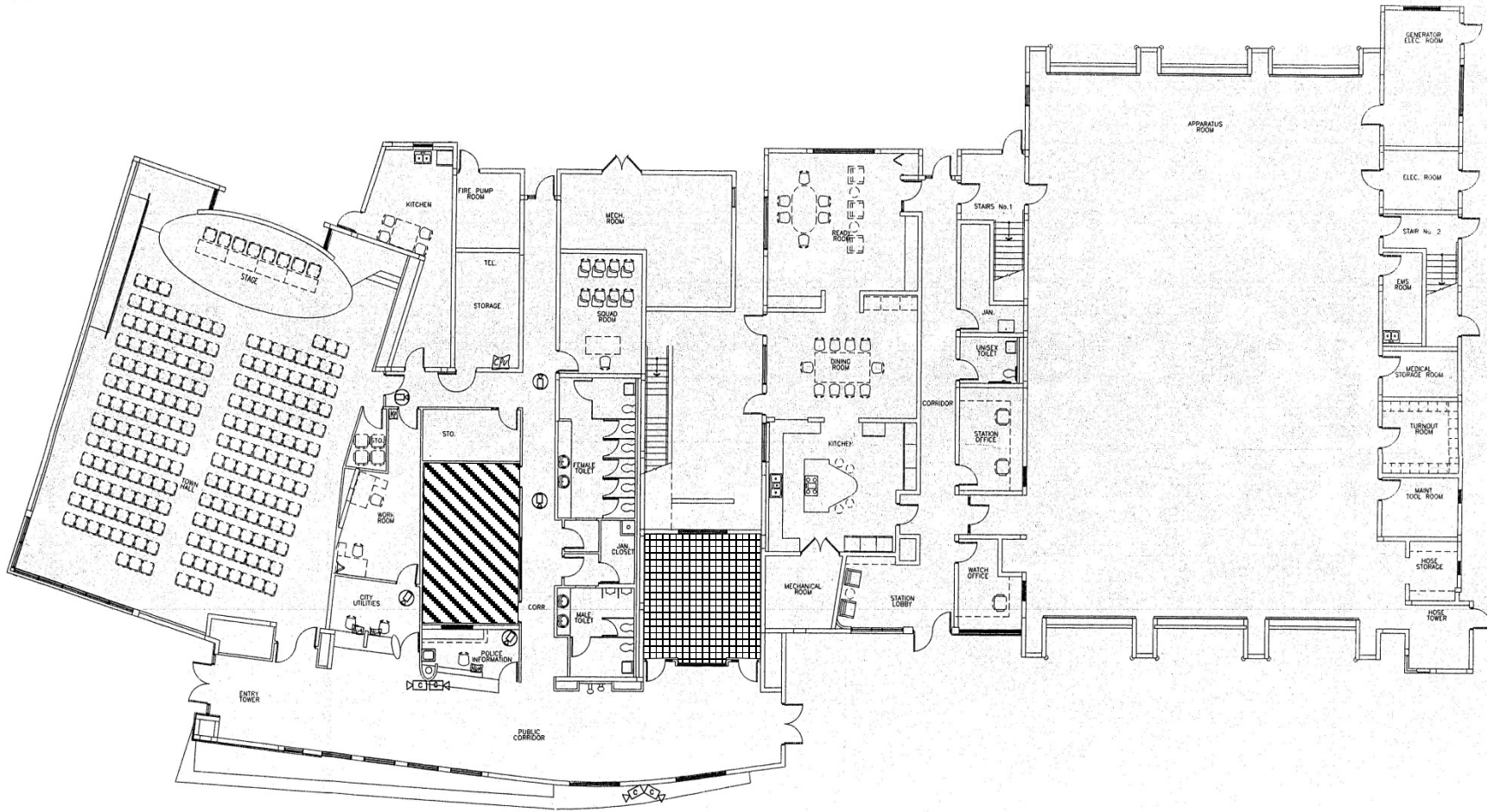


The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of the GREATER SUNRISE CHAMBER OF COMMERCE, who is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

My Commission Expires:

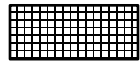
EXHIBIT "A"  
DESCRIPTION OF LEASED PREMISES



**LEGEND**



Chamber of Commerce



Family Central