LEASE  
BETWEEN  
PARK STREET ANTIQUES CENTER, INC.  
(“LANDLORD”)  
AND  
CITY OF MADEIRA BEACH  
(“TENANT”)  
  
LEASE  
THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER,  
INC., a Florida corporation (“LANDLORD”) and CITY OF MADEIRA BEACH, a Florida  
Municipal Corporation (“TENANT”) and is to be effective as of the date of the signature of the  
party last below dated (the “Effective Date”).  
ARTICLE 1 - GRANT OF TERM  
1.1 LEASED PREMISES. In consideration of the rents, covenants, and agreements  
herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from  
LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg,  
Florida 33708, containing approximately 6000 square feet (the “Premises”), together with all  
easements, rights and privileges appurtenant thereto.  
1.2 TERM. The term hereof shall be for one (1) year commencing on October 1, 2023,  
at which time the TENANT shall be given exclusive possession of the Premises,  
("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal  
Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year’s  
Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is  
understood and agreed that LANDLORD shall give the TENANT access to the Premises for  
purposes of investigation and planning immediately upon the mutual execution of this Lease  
Agreement.  
ARTICLE 2 - RENT  
2.1 RENT PAYMENT. PRORATION AND SALES TAXES. All rental payments  
due hereunder shall be paid without notice or demand, and without abatement, deduction or set  
off for any reason unless specifically provided herein. Rent for any period during the term hereof  
which is for less than one month shall be a pro rata portion of the monthly rent installment based  
on the number of days in such period and the number of days in the month in question. Rent shall  
be payable in lawful money of the United States to LANDLORD at the address stated herein or to  
such other persons or at such other places as LANDLORD may designate in writing. In addition,  
TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any  
other governmental authority from time to time, upon said rent and any other charges hereunder  
upon which sales and use taxes are imposed.  
2.2 NO WAIVER. The acceptance by the LANDLORD of monies from the TENANT  
as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount  
of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or  
claim to additional or further rent or other sums due.  
2.3 SECURITY DEPOSIT. Upon signing of the Lease, TENANT shall pay a security  
deposit of $-0-. This security deposit will be refunded thirty days after the end of the final Lease  
Term after the Premises has been inspected by LANDLORD for damage.  
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2.4 MONTHLY RENT AMOUNTS. TENANT shall pay to LANDLORD as rent for  
the Premises during the term hereof monthly payments of net rent, in advance, on or before the  
First day of each month, in accordance with the following schedule.  
Year Payment Amount  
2023/2024 $3,100.00/month  
2024/2025 $3,200.00/month  
2025/2026 $3,300.00/month  
2026/2027 $3,340.00/month  
ARTICLE 3 - UTILITIES  
3.1 INSTALLATION. TENANT shall contract in its own name for all electric and  
telephone service, and all other utilities furnished to the Premises. TENANT will be responsible  
for their use of water each month which will be calculated by deducting the average LANDLORD  
monthly usage (approximately $300 - $350 per month) from the water bill and TENANT will be  
responsible for the balance.  
3.2 PAYMENT. TENANT shall promptly pay for all heat, electricity, gas, telephone,  
garbage collection, water and sewer charges, and all other utilities and services consumed in  
connection with the premises, together with any taxes thereon. If charges to be paid by TENANT  
hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue  
thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then  
allowed by law (the “Default Rate”), and such charges and interest shall be added to the  
subsequent month's rent and shall be collectible from TENANT in the same manner as rent.  
LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any  
other claim by TENANT resulting from an interruption in utility services.  
ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT  
4.1 USE OF LEASED PREMISES. The Premises shall be used and occupied by  
TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to  
TENANT’S business (the “Permitted Use”) and for no other purpose. Without limiting the  
foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend  
to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend  
to disturb or interfere with the rights of such other tenants. TENANT may not change its operating  
format on the Premises without the prior written consent of the LANDLORD. TENANT shall  
keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at  
all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.  
4.2 COMPLIANCE WITH LAW AND RESTRICTIONS. TENANT shall, at  
TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations  
and requirements of the federal, state, county and city government, and of any and all of their  
departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of  
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record, and other requirements in effect during the term or any part thereof, which regulate the use  
by TENANT of the Premises.  
4.3 CONDITION OF PROPERTY: LETTER OF ACCEPTANCE. The Premises  
is being Leased in its “AS-IS” condition. By taking possession of the Premises, TENANT shall  
be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and  
state laws, ordinances and regulations governing and regulating the use of the Premises, and any  
covenants or restrictions of record, as suitable for TENANTS intended purposes, and in  
compliance with all terms and provisions hereof. TENANT acknowledges that neither  
LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present  
or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days  
after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the  
TENANT has accepted delivery of the Premises, and the condition of the Premises complies with  
LANDLORD'S covenants and obligations hereunder.  
ARTICLE 5 - LIENS  
TENANT shall have no power to subject LANDLORD’S interest in the Premises to  
construction or materialmen’s liens of any kind. The existence of any such lien, which lien is not  
discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this  
Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a  
waiver of lien by TENANT’S contractor against the LANDLORD’S interest in the Premises. All  
persons performing work, labor or supplying materials at the Premises on behalf of TENANT  
shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment  
and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to  
discharge or transfer to bond any lien filed against the Premises by the TENANT’S contractor that  
has not been discharged or transferred to bond within thirty (30) days from the filing thereof and  
any reasonable cost or expense, including reasonable attorney’s fees, incurred by LANDLORD as  
a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen  
(15) days shall constitute a default under this Lease.  
ARTICLE 6 - MAINTENANCE OF LEASED PREMISES  
6.1 MAINTENANCE. LANDLORD shall, at LANDLORD'S sole cost and expense,  
maintain the Premises and all components thereof throughout the lease term, in good, safe and  
clean order, condition and repair, including without limitation the building interior and exterior,  
roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all  
components thereof. If LANDLORD fails to perform its obligations under this Article or under  
any other article hereof, TENANT may at its option terminate this Lease.  
6.2 LANDLORD’S RESPONSIBILITY. The LANDLORD shall only be responsible  
for the integrity of the building structure, and any other requirements as governed by Florida or  
Federal Law.  
6.3 BUILDING SERVICES. TENANT shall be responsible for all costs and deposits  
associated with any service of any nature whatsoever relating to the use and operation of the  
Premises.  
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6.4 PLATE GLASS. TENANT shall maintain all plate glass, if any, within or on the  
perimeter of the Premises.  
6.5 CONDITION OF PREMISES UPON TERMINATION OF LEASE. On the  
last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises  
to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and  
free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by  
TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises  
caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon  
termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they  
shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner  
that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof,  
and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in  
such removal, including court costs, attorney's fees and storage charges for any length of time the  
same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without  
notice, sell said effects or any part of the same at a private sale and without legal process for such  
price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due  
under this Lease from the TENANT to LANDLORD and upon the expenses incident to the  
removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within  
the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S  
obligations to perform under this provision shall survive the end of the lease term.  
ARTICLE 7-ALTERATIONS AND ADDITIONS  
7.1 LANDLORD’S CONSENT REQUIRED. TENANT shall not, without  
LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or  
to the Premises. Further, any contractor or person making any alterations, improvements,  
additions or utility installations in, on, or to the Premises must first be approved in writing by  
LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at  
TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-  
half times the estimated cost of such improvements, to insure LANDLORD against any liability  
for construction liens and to insure completion of the work. LANDLORD may require that  
TENANT remove any or all of said alterations, improvements, or additions at the expiration of  
the term, and restore the Premises to its prior condition. Should TENANT make any alterations,  
improvements, or additions without the prior approval of LANDLORD, in addition to all other  
remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT  
remove any or all of the same.  
7.2 PERMITS AND PLANS. Any alteration, improvement, addition or utility  
installation in or to the Premises that TENANT shall desire to make shall be presented to  
LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall  
give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary  
permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof  
to LANDLORD prior to the commencement of the work, the compliance by TENANT with all  
conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S  
conducting its work so as not to interfere with any other TENANTS of the building in which the  
Premises is located.  
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7.3 HOLD HARMLESS. TENANT shall pay, when due, all claims for labor or  
materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured  
by any construction lien against the Premises or any interest therein.  
7.4 PROPERTY OF LANDLORD. Unless LANDLORD requires their removal, all  
alterations, improvements, or additions made on the Premises shall become the property of  
LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease  
term without compensation to TENANT.  
7.5 LANDLORD’S INTEREST NOT SUBJECT TO LIENS. As provided in  
§713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for  
improvements made by TENANT, and TENANT shall notify any contractor making such  
improvements of this provision. An appropriate notice of this provision may be recorded by  
LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute,  
without TENANT'S joinder.  
ARTICLE 8 –INDEMNITY  
8.1 INDEMNITY. TENANT shall indemnify and hold harmless LANDLORD from  
and against any and all injury, expenses, damages and claims arising from TENANT’S use of the  
premises, whether due to damage to the premises, claims for injury to the person or property of  
any other TENANT of the building (if applicable) or any other person rightfully in or about the  
premises, from the conduct of TENANT’s business or from any activity, work or things done,  
permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or  
invitees in or about the premises or elsewhere or consequent upon or arising from TENANTS’s  
failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall  
further indemnify and hold harmless LANDLORD from and against any and all such claims and  
from and against all costs, attorney’s fees, expenses and liabilities incurred in the investigation,  
handling or defense of any such claim or any action or proceeding brought in connection  
therewith by a third person or any governmental authority: and in case any action or proceeding  
is brought against LANDLORD by reason of any such claim, TENANT upon notice from  
LANDLORD shall defend the same at TENANT’s expense by counsel satisfactory to  
LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.  
8.2 EXEMPTION OF LANDLORD FROM LIABILITY. TENANT hereby agrees  
that LANDLORD shall not be liable for injury to TENANT’s business or any loss of income  
therefrom or for damage to the goods, wares, merchandise or other property of TENANT,  
TENANT’s employees, invitees, customers, or any other person in or about the premises,  
whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or  
rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire,  
appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said  
damage or injury results from latent defects or there conditions arising upon the premises or  
upon other portions of the building(s) of which the premises is a part, or from other sources or  
places regardless of whether the cause of such damage or injury or the means of repairing the  
same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from  
any act or neglect of any other TENANT of the building in which the premises is located.  
ARTICLE 9 - ASSIGNMENT AND SUBLETTING  
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9.1 LANDLORD’S CONSENT REQUIRED. TENANT shall not voluntarily or by  
operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of  
TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without  
LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage,  
encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a  
breach hereof. No term or provision contained elsewhere herein shall be deemed to limit  
LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of  
TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If  
TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first  
notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name  
of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's  
business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease;  
and (iv) such financial information as LANDLORD may reasonably request concerning the  
proposed assignee or subtenant.  
9.2 NO RELEASE OR WAIVER. Regardless of LANDLORD'S consent, no  
subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary  
liability of TENANT to pay the rent and to perform all other obligations to be performed by  
TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be  
deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or  
subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of  
default by any assignee of TENANT or any successor of TENANT in the performance of any of  
the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of  
exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments  
or subletting hereof or amendments or modifications to this Lease with assignees of TENANT,  
without notifying TENANT, or any successor of TENANT, and without obtaining its or their  
consent thereto and such action shall not relieve TENANT of liability hereunder.  
9.3 EFFECT OF TRANSFER. The voluntary or other surrender hereof by TENANT  
or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder  
and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall  
operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a  
corporation, unincorporated association or partnership, the transfer, assignment or hypothecation  
of any stock or interest in such corporation, association or partnership in the aggregate in excess  
of twenty-five percent (25%) or resulting in a change in management control shall be deemed an  
assignment within the meaning and provisions elsewhere herein provided.  
9.4 ATTORNEY’S FEES. In the event TENANT shall assign or sublet the Premises  
or request the consent of LANDLORD to any assignment or subletting or if TENANT shall  
request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall  
pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such  
request. Further, in connection with any action taken by LANDLORD to enforce the terms,  
provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred  
relating to such action, including its reasonable attorneys fees.  
9.5 RIGHT OF RECAPTURE. At any time within thirty (30) days after  
LANDLORD’S receipt of the proposed notice of sublease or assignment request as hereinabove  
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provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the  
portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S  
estate hereunder or such part thereof as shall be specified in said notice, on the same terms and  
conditions as those contained in said notice.  
9.6 ASSUMPTION AGREEMENT. Any assignee of TENANT shall assume  
TENANT’S obligations hereunder and deliver to LANDLORD an assumption agreement in a  
form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of  
the proposed assignment.  
ARTICLE 10 – DEFAULT  
10.1 DEFAULT OF TENANT. The occurrence of any one or more of the following  
events shall constitute a material default or breach hereof by the TENANT. TENANT shall be  
deemed in default of its obligations under this Lease upon the occurrence of any one or more of  
the following:  
(a) The vacating or abandonment of the Premises by TENANT;  
(b) TENANT’S failure to make any payment of Rent or any other payment required to  
be made by TENANT hereunder, as and when due, where such failure shall continue for a period  
of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that  
LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful  
detainer or other statutes, such notice shall also constitute the notice required by this subsection;  
(c) TENANT’S continued failure to perform any other covenant, promise, or  
obligation of this Lease for a period of more than thirty (30) days after written notice thereof by  
LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a  
reasonable period of time if the alleged default is not reasonably capable of cure within said thirty  
(30) day period and TENANT proceeds to diligently cure the default;  
(d) TENANT becomes a “debtor” as defined under the Federal Bankruptcy Code or  
any successor statute thereto or any other statute affording debtor relief, whether state or federal,  
(unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30)  
days), or admits in writing its present or prospective insolvency or inability to pay its debts as  
they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of  
its debts as they mature;  
(e) The appointment of a trustee or receiver to take possession of all or a substantial  
portion of TENANT’S assets located at the Premises or of TENANT’S interest in this Lease;  
(f) The attachment, execution or other judicial seizure of all or a substantial portion of  
TENANT’S assets located at the Premises or of TENANT’S interest in the Lease;  
(g) The entry of a judgment against TENANT which affects TENANT’S ability to  
conduct its business in the ordinary course; provided, however, to the extent that any provision of  
this subsection is contrary to any applicable law, such provision shall be of no force or effect to  
such extent only;  
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(h) The sale of TENANT’S interest under this Lease by execution or other legal  
process;  
(i) TENANT’S making of any general arrangement or assignment of this Lease for  
the benefit of creditors;  
(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition  
prohibited elsewhere herein;  
(k) TENANT shall do or permit to be done anything that creates a lien upon the  
Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required  
herein.  
(1) The discovery by LANDLORD that any financial statement, warranty,  
representation or other information given to LANDLORD by TENANT, any assignee of  
TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of  
TENANT’S obligation hereunder, in connection with this Lease, was materially false or  
misleading when furnished; or  
(m) The failure by TENANT, at any time throughout the term of this Lease, to make  
Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month  
period, regardless of whether or not such prior defaults have been cured.  
10.2 LANDLORD’S REMEDIES. In the event of any default or breach hereof by  
TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without  
notice or demand and without limiting LANDLORD in the exercise of any right or remedy which  
LANDLORD may have by reason of such default or breach:  
(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in  
which case this Lease shall terminate, and TENANT shall immediately surrender possession of  
the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from  
TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including  
accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession  
of the Premises, expenses of reletting, including necessary renovation and alteration of the  
Premises, and reasonable attorney's fees;  
(b) Reenter and take possession of the Premises and relet or attempt to relet same for  
TENANT'S account, holding TENANT liable in damages for all expenses incurred by  
LANDLORD in any such reletting and for any difference between the amount of rents received  
from such reletting and those due and payable under the terms hereof. In the event LANDLORD  
relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for  
such periods of time and such rentals and for such use and upon such covenants and conditions as  
LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and  
improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be  
entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD  
as it may deem advisable, without being obliged to wait until the end of the term, and  
commencement or maintenance of any one or more actions shall not bar LANDLORD from  
bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD  
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pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other  
remedies of LANDLORD hereunder;  
(c) Declare all rents and charges due hereunder immediately due and payable, and  
thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated,  
and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the  
event of acceleration of rents and other charges due hereunder which cannot be exactly determined  
as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as  
determined by LANDLORD in a reasonable manner based on information such as previous  
fluctuations in the C.P.I. and the like;  
(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as  
LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such  
obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with  
the foregoing, as well as any other amounts necessary to compensate LANDLORD for all  
detriment caused by TENANT'S failure to perform which in the ordinary course would be likely  
to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with  
interest at the Default Rate; such performance by LANDLORD shall not cure the default of  
TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to  
LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the  
Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency,  
in which case no notice shall be required, perform any of TENANT'S obligations of which  
TENANT is in default; and/or  
(e) Pursue any other remedy now or hereafter available to LANDLORD under state or  
federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary  
obligations of TENANT under the terms hereof shall bear interest from the date due at the Default  
Rate.  
10.3 NO WAIVER. No reentry or taking possession of the Premises by LANDLORD  
shall be construed as an election on its part to terminate this Lease, accept a surrender of the  
Premises or release TENANT from any obligations hereunder, unless a written notice of such  
intention be given to TENANT. Notwithstanding any such reletting or reentry or taking  
possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous  
default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other  
remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy  
herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of  
any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions  
and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following  
any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of  
default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and  
covenants herein contained shall be deemed or construed to constitute a waiver of any other or  
subsequent violation or breach of any of the terms, provisions, and covenants herein contained.  
Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an  
event of default shall not be deemed or construed to constitute a waiver of any other or subsequent  
violation or default. The loss or damage that LANDLORD may suffer by reason of termination of  
this Lease or the deficiency from any reletting as provided for above shall include the expense of  
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repossession and any repairs or remodeling undertaken by LANDLORD following possession.  
Should LANDLORD at any time terminate this Lease for any default, in addition to any other  
remedy LANDLORD may have, LANDLORD may recover from TENANT all damages  
LANDLORD may incur by reason of such default, including the cost of recovering the Premises  
and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of  
any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or  
approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of  
LANDLORD shall not operate as a termination hereof or a surrender of the Premises.  
10.4 LATE CHARGES. TENANT hereby acknowledges that late payment by  
TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur  
costs not contemplated by this Lease, the exact amount of which will be extremely difficult to  
ascertain. Such costs include, but are not limited to, processing and accounting charges, and late  
charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed  
covering the Premises. Accordingly, if any installment of rent or any other sum due from  
TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days  
after such amount shall be due, then, without any requirement for notice to TENANT, TENANT  
shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The  
parties hereby agree that such late charge represents a fair and reasonable estimate of the costs  
LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge  
by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such  
overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies  
granted hereunder. In the event that a late charge is payable hereunder, whether or not collected,  
for three (3) consecutive installments of rent, then rent shall automatically become due and  
payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to  
the contrary. The parties agree that the payment of late charges and the payment of interest as  
provided elsewhere herein are distinct and separate from one another in that the payment of  
interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the  
payment of late charges is to compensate LANDLORD for administrative and other expenses  
incurred by LANDLORD.  
10.5 INTEREST ON PAST-DUE OBLIGATIONS. Except as expressly herein  
provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of  
4.75% from the date due. Payment of such interest shall not excuse or cure any default by  
TENANT under this Lease, provided, however, that interest shall not be payable on late charges  
incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the  
total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount  
permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess  
of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD  
or returned to TENANT, at LANDLORD'S option.  
10.6 DEFAULT BY LANDLORD. LANDLORD shall not be in default unless  
LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but  
in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying  
the obligation that LANDLORD has failed to perform; provided, however, that if the nature of  
LANDLORD'S obligation is such that more than thirty (30) days are required for performance,  
then LANDLORD shall not be in default if LANDLORD commences performance within such  
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30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any  
other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any  
act required of LANDLORD where such failure is due to inability to perform on account of strike,  
laws, regulations or requirements of any governmental authority, or any other cause whatsoever  
beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability  
to perform.  
ARTICLE 11 - ACCESS BY LANDLORD  
LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at  
reasonable times for the purpose of inspecting the same, posting notices of non-responsibility,  
showing the same to prospective purchasers, lenders, or tenants, performing any obligation of  
TENANT hereunder of which TENANT is in default, and making such alterations, repairs,  
improvements or additions to the Premises or to the building of which it is a part as LANDLORD  
may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and  
without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures  
where reasonably required by the character of any work performed, provided that the business of  
TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any  
claims for damages for any injury to or interference with TENANT'S business, any loss of  
occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of  
the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock  
all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any,  
and LANDLORD shall have the right to use any and all means which LANDLORD may deem  
proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry  
to the Premises obtained by LANDLORD by any of said means shall not under any circumstances  
be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or  
an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be  
construed as obligating LANDLORD to perform any repairs, alterations or to take any action not  
otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any  
time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any  
time during the last 120 days of the term hereof place on or about the Premises any ordinary "For  
Lease" signs, all without rebate of rent or liability to TENANT.  
ARTICLE 12 - TENANT’S PROPERTY  
12.1 PROPERTY. TENANT shall be responsible for and shall pay before delinquency  
all municipal, county, state and federal taxes assessed during the term of this Lease against  
personal property of any kind owned by or placed in, upon or about the Premises by TENANT.  
12.2 LOSS OR DAMAGE. Except as provided herein, LANDLORD shall not be liable  
for any loss or damage to property of TENANT or of others located on the Premises, by theft or  
otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.  
LANDLORD shall not be liable for any claims arising from damage to property located in or on  
the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage,  
unless said damage results from the actions or failure to act of LANDLORD, its agents, employees  
or contractors (acting within the scope of their agency, employment or contract). LANDLORD  
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shall not be liable to TENANT for any damages caused by other persons in the Premises, or by  
public or quasi-public work on adjacent property, unless such damage is caused by the act or  
failure to act of LANDLORD.  
ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER  
13.1 SURRENDER OF PREMISES. Within thirty (30) days after the expiration of this  
Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same  
condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and  
shall surrender all keys for the Premises to LANDLORD.  
13.2 HOLDING OVER. This Lease and the tenancy created shall cease and terminate  
at the end of the original term hereof, unless extended as provided herein, without the necessity of  
notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to  
summary recovery of the Premises.  
If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any  
part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month  
to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options  
and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and  
be of no further effect during said month to month tenancy. If TENANT shall hold over without  
LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental  
shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in  
its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term.  
The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in  
the event of TENANT'S default.  
ARTICLE 14 - CONDEMNATION  
If the Premises or any portion thereof is taken under the power of eminent domain or sold  
under the threat of the exercise of said power (either of which is herein called "condemnation"),  
this Lease shall terminate as to the part so taken as of the date the condemning authority takes title  
or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of  
Premises is taken by condemnation, either party may terminate this Lease by notice to the other,  
in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice  
of such condemnation or pending condemnation (or in the absence of such notice, within ten (10)  
days after the condemning authority shall have taken possession), such termination to take effect  
as of the date the condemning authority takes possession. If neither party terminates this Lease in  
accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of  
the Premises remaining, except that the rent shall be reduced in the proportion that the floor area  
taken bears to the total floor area of the Premises, and TENANT shall have no other rights or  
remedies as a result of such condemnation. Any award or payment made in connection with a  
condemnation shall be the property of LANDLORD, whether such award shall be made in  
settlement of contemplated condemnation proceedings or as compensation for diminution in value  
of the leasehold or for the taking of the fee, or as severance or other damages; provided, however,  
that TENANT shall be entitled to any separate award made to TENANT which does not diminish  
LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable  
personal property and TENANT'S moving expenses. In the event that this Lease is not terminated  
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by reason of such condemnation, LANDLORD shall, to the extent of severance damages received  
by LANDLORD in connection with such condemnation, repair any damage to the Premises caused  
by such condemnation except to the extent that TENANT has been reimbursed therefor by the  
condemning authority. TENANT shall pay any amount in excess of such severance damages  
required to complete such repair. LANDLORD shall in no event be obligated to repair or replace  
any items other than those installed by or at the expense of LANDLORD.  
ARTICLE 15 - DESTRUCTION OF PREMISES  
15.1 DEFINITIONS.  
(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises  
to the extent that the cost of repair is less than 50% of the fair market value of the Premises  
immediately prior to such damage or destruction, or if applicable, damage or destruction to the  
building of which the Premises is a part to the extent that the cost of repair is less than 50% of the  
fair market value of such building as a whole immediately prior to such damage or destruction.  
(b) "Property Total Destruction" shall herein mean damage or destruction to the  
Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises  
immediately prior to such damage or destruction, or if applicable, damage or destruction to the  
building of which the Premises is a part to the extent that the cost of repair is 50% or more of the  
fair market value of such building as a whole immediately prior to such damage or destruction.  
(c) "Insured Loss" shall herein mean damage or destruction which was caused by an  
event required to be covered by the insurance as hereinabove provided.  
15.2 PROPERTY DAMAGE - INSURED LOSS. Subject to the provisions set out  
elsewhere herein relating to damage near the end of the term hereof, if at any time during the term  
hereof there is damage which is an Insured Loss and which falls into the classification of Property  
Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon  
as reasonably possible and this Lease shall continue in full force and effect. In no event shall  
LANDLORD be obligated to make any repairs or replacements of any items other than those  
installed by or at the expense of LANDLORD, or to repair any damage except to the extent  
proceeds of insurance are available for such purpose.  
15.3 PARTIAL DAMAGE - UNINSURED LOSS. Subject to the provisions set out  
elsewhere herein relating to damage near the end of the term hereof, if at any time during the term  
hereof there is damage which is not an Insured Loss and which falls within the classification of  
Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event  
TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S  
option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in  
which event this Lease shall continue in full force and effect, or (ii) give written notice to  
TENANT within thirty (30) days after the date of the occurrence of such damage of  
LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of  
such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to  
cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt  
of such notice to give written notice to LANDLORD of TENANT'S intention to repair such  
damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this  
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Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as  
soon as reasonably possible. If TENANT does not give such notice within such 10-day period,  
this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no  
event shall LANDLORD be obligated to make any repairs or replacements of any items other than  
those installed by or at the expense of LANDLORD.  
15.4 TOTAL DESTRUCTION. If at any time during the term hereof there is damage,  
whether or not an Insured Loss, (including destruction required by any authorized public  
authority), which falls into the classification of Property Total Destruction or Property Building  
Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless  
within ten (10) days after such damage occurs LANDLORD shall notify TENANT that  
LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable  
time.  
15.5 DAMAGE NEAR END OF TERM.  
If at any time during the last two (2) months of the term hereof there is damage, whether  
or not an Insured Loss, which falls within the classification of Property Partial Damage,  
LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of  
occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to  
do so within thirty (30) days after the date of occurrence of such damage.  
15.6 ABATEMENT OF RENT: TENANT’S REMEDIES.  
(a) In the event of damage described elsewhere herein which LANDLORD or  
TENANT repairs or restores, the rent payable hereunder for the period during which such damage,  
repair or restoration continues shall be abated in proportion to the degree to which TENANT'S  
use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no  
claim against LANDLORD for any damage suffered by reason of any such damage, destruction,  
repair or restoration.  
(b) If LANDLORD shall be obligated to repair or restore the Premises under the  
provisions elsewhere herein provided and shall not commence such repair or restoration within  
ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel  
and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so  
at any time prior to the commencement of such repair or restoration. In such event this Lease shall  
terminate as of the date of such notice and TENANT shall have no other rights against  
LANDLORD.  
15.7 TERMINATION: ADVANCE PAYMENTS. Upon termination hereof, an  
equitable adjustment shall be made concerning advance rent and any advance payments made by  
TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of  
TENANT'S security deposit as has not theretofore been applied by LANDLORD.  
15.8 NON-LIABILITY. LANDLORD shall not be liable for any inconvenience or  
interruption of business of TENANT occasioned by fire or other casualty, except to the extent of  
abatement by TENANT of rent obligations as provided hereunder.  
ARTICLE 16 - PROPERTY TAXES  
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16.1 DEFINITION OF “REAL PROPERTY TAXES”. As used herein, the term "real  
property taxes" shall include any form of tax or assessment, general, special, ordinary or  
extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax  
(other than inheritance, personal income or estate taxes) imposed on the Premises by any authority  
having the direct or indirect power to tax, including any city, state or federal government, or any  
school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against  
any legal or equitable interest of LANDLORD in the Premises or in the real property of which the  
Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against  
LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include  
any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy,  
assessment or charge hereinabove included within the definition of "real property tax" or (ii) the  
nature of which was hereinbefore included within the definition of "real property tax," or (iii)  
which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory  
interest in the Premises, or which is added to a tax or charge hereinbefore included within the  
definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of  
this transaction, any modifications or changes hereto, or any transfers hereof. The term "real  
property tax" shall not include any income, estate or inheritance tax assessed against  
LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee  
interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.  
16.2 PAYMENT OF TAXES. LANDLORD shall pay the real property taxes, as  
elsewhere defined herein, applicable to the Premises throughout the lease term.  
16.3 PERSONAL PROPERTY TAXES. TENANT shall pay prior to delinquency all  
taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal  
property of TENANT contained on the Premises or elsewhere or on any leasehold improvements  
made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures,  
furnishings, equipment and all other personal property to be assessed and billed separately from  
the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with  
LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to  
TENANT'S personal property within ten (10) days after receipt of a written statement from  
LANDLORD setting forth the taxes applicable to TENANT'S property.  
ARTICLE 17 - REPRESENTATIONS AND WARRANTIES  
17.1 TENANT. TENANT hereby represents and warrants to LANDLORD that: (a)  
TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has  
the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on  
behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding  
obligation of TENANT, enforceable in accordance with its terms.  
17.2 LANDLORD. LANDLORD represents and warrants to TENANT that: (a)  
LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts,  
covenants, conditions or exclusions which would, if exercised, prohibit the operation of the  
Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under  
the laws of the State of Florida and is qualified to do business in the State of Florida; (d)  
LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons  
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executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes  
a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.  
ARTICLE 18 - NOTICES  
(a) Except as provided in subsection (b) below, any notice, demand, request or other  
communication (’’Notice") required or permitted to be given hereunder shall be in writing and  
shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt  
requested, addressed to TENANT or to LANDLORD at the address noted below the signature of  
such party. Notice given by any other means shall be deemed given when actually received in  
writing. Either party may by notice to the other specify a different address for Notice purposes,  
which shall only be effective upon receipt, except that upon TENANT'S taking possession of the  
Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all  
Notices required or permitted to be given to LANDLORD hereunder shall be concurrently  
transmitted to such party or parties at such addresses as LANDLORD may from time to time  
hereafter designate by notice to TENANT.  
(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory  
or distraint proceedings and legal notices the person in charge of the Premises at the time, or  
occupying the Premises, and if there is no person in charge or occupying the Premises, than such  
service or notice may be made by attaching the same on the main entrance of the Premises.  
ARTICLE 19 - ENVIRONMENTAL COMPLIANCE  
19.1 HAZARDOUS SUBSTANCE. TENANT shall not use, generate, manufacture,  
produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or  
from the Premises, any Hazardous Substance (as defined below), or allow any other person or  
entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not  
cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).  
19.2 NOTICE TO LANDLORD. TENANT shall give prompt notice to LANDLORD  
of (i) any proceeding or inquiry by any governmental authority (including without limitation the  
Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative  
Services) with respect to the presence of any Hazardous Substance on the Premises or the  
migration thereof from or to other Premises; (ii) all claims made or threatened by any third party  
against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any  
Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real  
property adjoining or in the vicinity of the Premises that could cause the Premises or any part  
thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the  
Premises under any Environmental Law or any regulation adopted in accordance therewith.  
19.3 DEFINITIONS. "Environmental Laws" shall mean any federal, state or local law,  
statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental  
conditions on, under or about the Premises, including without limitation the Comprehensive  
Environmental Response Compensation and Liability Act of 1980, as amended from time to time  
("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of  
1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous  
Substance" shall include without limitation: (i) those substances included within the definition of  
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"hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA,  
RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the  
regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes"  
in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii)  
those substances listed in the United States Department of Transportation Table (49 CFR 172.101  
and amendments thereto) or by the Environmental Protection Agency (or any successor agency)  
as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances,  
materials and wastes which are or become regulated under applicable local, state or federal law,  
or which are classified as hazardous or toxic under federal, state or local laws or regulations; and  
(v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated  
biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33  
U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive,  
or (6) radioactive materials.  
19.4 LANDLORD’S RIGHT TO INSPECT. LANDLORD shall have the right to  
inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance  
with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic  
certifications to LANDLORD, upon request, that TENANT is in compliance with the  
environmental restrictions contained herein. LANDLORD shall have the right, but not the  
obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which  
TENANT is in default, including without limitation any remediation necessary due to  
environmental impact of TENANT'S operations on the Premises, without waiving or reducing  
TENANT'S liability for TENANT'S default hereunder.  
19.5 DURATION. All of the terms and provisions of this Article shall survive expiration  
or termination of this Lease for any reason whatsoever.  
ARTICLE 20 - ADDITIONAL TERMS  
20.1 RADON. Radon is a naturally occurring radioactive gas that, when it has  
accumulated in as 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.  
The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes ( 2023),  
which requires that such notice be included in certain Real Estate documents.  
20.2 WAIVER. The waiver by LANDLORD or TENANT of any breach or default of  
any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or  
default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be  
deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition  
of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such  
waiver is in writing.  
20.3 BINDING EFFECT: CHOICE OF LAW. Subject to any provision hereof  
restricting assignment or subletting by TENANT and subject to the provision regarding  
LANDLORD’S Liability, this Lease shall bind the parties, their personal representatives,  
successors and assigns. This Lease shall be governed by the laws of the State of Florida.  
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20.4 QUIET ENJOYMENT. Upon TENANT paying the rent for the Premises and  
observing and performing all the covenants, conditions and provisions on TENANT’S part to be  
observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the  
Premises subject to the term, conditions, and covenants of this Lease.  
20.5 ATTORNEY’S FEES. If either party brings an action to enforce the terms hereof  
or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover  
reasonable attorney’s and legal assistant’s fees and cost occurred in connection therewith, on  
appeal or otherwise, including those incurred in arbitration, mediation, administrative or  
bankruptcy proceedings and in enforcing any right to indemnity herein.  
20.6 NON-COMPETE. TENANT shall not conduct any auctions or antique sales from  
the Premises.  
ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE  
21.1 PUBLIC RECORDS. (1) for purposes of this section, the term:  
(a) “Contractor” means an individual, partnership, corporation, or business entity that  
enters into a contract for services with a public agency and is acting on behalf of the public agency  
as provided under s. 119.011(2).  
(b) “Public agency” means a state, county, district, authority, or municipal officer, or  
department, division, board, bureau, commission, or other separate unit of government created or  
established by law.  
(2) In addition to other contract requirements provided by law, each public agency  
contract for services must include a provision that requires the contractor to comply with public  
records laws, specifically to:  
(a) Keep and maintain public records that ordinarily and necessarily would be required  
by the public agency in order to perform the service.  
(b) Provide the public with access to public records on the same terms and conditions  
that the public agency would provide the records and at a cost that does not exceed the cost  
provided in this chapter or as otherwise provided by law.  
(c) Ensure that public records that are exempt or confidential and exempt from public  
records disclosure requirements are not disclosed except as authorized by law.  
(d) Meet all requirements for retaining public records and transfer, at no cost, to the  
public agency all public records in possession of the contractor upon termination of the contract  
and destroy any duplicate public records that are exempt or confidential and exempt from public  
records disclosure requirements. All records stored electronically must be provided to the public  
agency in a format that is compatible with the information technology systems of the public  
agency.  
(3) If a contractor does not comply with a public records request, the public agency shall  
enforce the contract provisions in accordance with the contract.  
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IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on  
November \_\_\_\_, 2023.  
WITNESSES:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PARK STREET ANTIQUES CENTER, INC.  
A Florida corporation  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
9401 Bay Pines Boulevard St.  
Petersburg, FL 33708  
“LANDLORD”  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY OF MADEIRA BEACH  
A Florida Municipal Corporation  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Its: Mayor- Jim Rostek  
300 Municipal Drive  
Madeira Beach, Florida 33708  
“TENANT”  
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