LEASE AGREEMENT  
THIS LEASE AGREEMENT is made and entered into as of this \_\_\_\_ day of  
\_\_\_\_\_\_\_\_\_\_\_, 2022, by and between  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
(hereinafter referred to as “SBBC” or “Lessor”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301  
and  
BRIGHTSTAR CREDIT UNION  
(formerly Broward Schools Credit Union and hereinafter referred to as “TENANT”),  
whose principal place of business is  
5901 Del Lago Circle, Sunrise, FL 33313  
WHEREAS, TENANT, is a Florida state-chartered financial institution, as defined in  
Section 655.05, Florida Statutes, and is authorized to conduct a business as a credit union in the  
State of Florida in accordance with the requirements and conditions set forth in the Florida  
Financial Institutions Codes, Title XXXVIII, Florida Statutes; and  
WHEREAS, the SBBC and TENANT entered into a Lease Agreement (the “Lease  
Agreement”) dated May 1, 2019, for a portion of SBBC owned property located at 600 SE 3rd  
Avenue, Fort. Lauderdale, Florida 33301, which will expire on April 30, 2022; and  
WHEREAS TENANT has continued to occupy the Leased Property and now desires to  
extend its occupancy and execute a new Lease Agreement; and  
WHEREAS, the SBBC desires to execute a new Lease Agreement.  
NOW, THEREFORE, incorporating the forgoing recitals of fact and for valuable  
consideration, the receipt and sufficiency of which is acknowledged, the SBBC and TENANT  
hereby agree as follows:  
ARTICLE 1 - RECITALS  
1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that  
such recitals are incorporated herein by reference.  
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ARTICLE 2 –SPECIAL CONDITIONS  
2.01 Lease Term.  
a. The term of this Lease Agreement shall be for Five (5) years, commencing on May  
1, 2022 and terminating on April 30, 2027, unless extended pursuant to the terms hereof by the  
exercise of the option to renew which must give SBBC written notice of its intent to renew at least  
one hundred eighty days (180) prior to expiration of the Lease Agreement or terminated pursuant  
to section 3.05 of this agreement.  
2.02 Leased Property.  
a. TENANT shall lease the premises located on the ground floor, northeast corner of  
Building No. 2, in the property known as the Kathleen C. Wright Administration Complex (KCW),  
located at 600 SE Third Avenue, Fort. Lauderdale, Florida, 33301, which consists of  
approximately 1,426 square feet of building office space, (the “Leased Property”). A copy of the  
floor plan depicting the Leased Property is attached and incorporated as Exhibit “A.” This Lease  
Agreement also provides for the use of the ATM machine located on the exterior of the Leased  
Property, the use of the drive-thru area located on the ground floor of the KCW parking garage,  
the use of two (2) reserved parking spaces on the first level and eight (8) additional non-reserved  
parking spaces in the KCW parking garage as defined in paragraph 2.12.  
b. TENANT shall use the demised Leased Property as a credit union branch office.  
2.03 Hours of Operation and Access.  
a. The TENANT’s hours of operation shall be Monday through Friday 7:00 a.m. to  
7:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m.  
b. The TENANT may have access to the Leased Property as depicted in Exhibit “A”  
twenty-four (24) hours a day, and seven (7) days a week.  
c. The TENANT shall have access to the drive-thru area located on the ground floor  
of the KCW parking garage only during Hours of Operation, as described in paragraph 2.03a.  
d. The TENANT shall have access to parking located in the KCW garage only during  
days the SBBC is open.  
e. The TENANT and TENANT’s customers shall have access to the outside ATM  
machine located at the main entrance of the building office space twenty-four (24) hours a day and  
seven (7) days a week.  
f. SBBC reserves the right to set reasonable conditions for weekend and non-business  
hours usage, including reasonable charges; therefore, SBBC shall provide TENANT with written  
notice of any such requirements and charges. TENANT agrees to require its employees, business  
invitees, agents, or contractees, compliance with the building requirements for such usage.  
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2.04 Rental Amount and Operating Expenses. TENANT shall pay SBBC base rent,  
and operating expenses in the amounts as described below for the term of this Lease  
Agreement:  
a. RENTAL  
Year 1 Monthly Amount Annual Amount  
May 1, 2022 – April 30, 2023 $3,566.17 $42,794.03  
Year 2 Monthly Amount Annual Amount  
May 1, 2023 – April 30, 2024 $3,673.15 $44,077.85  
Year 3 Monthly Amount Annual Amount  
May 1, 2024 – April 30, 2025 $3,783.35 $45,400.19  
Year 4 Monthly Amount Annual Amount  
May 1, 2025 – April 30, 2026 $3,896.85 $46,762.20  
Year 5 Monthly Amount Annual Amount  
May 1, 2026 – April 30, 2027 $4,013.76 $48,165.07  
b. OPERATING EXPENSES  
Year 1 Monthly Amount Annual Amount  
May 1, 2022 – April 30, 2023 $1,628.04 $19,536.43  
Year 2 Monthly Amount Annual Amount  
May 1, 2023 – April 30, 2024 $1,676.88 $20,122.52  
Year 3 Monthly Amount Annual Amount  
May 1, 2024 – April 30, 2025 $1,727.18 $20,726.20  
Year 4 Monthly Amount Annual Amount  
May 1, 2025 – April 30, 2026 $1,779.00 $21,347.99  
Year 5 Monthly Amount Annual Amount  
May 1, 2026 – April 30, 2027 $1,832.37 $21,988.43  
c. Monthly base rental and operating expenses shall be payable on the first (1st) day  
of each calendar month by TENANT to the SBBC via the Facility Planning and Real Estate  
Department at the address noted in Section 2.17 and in the manner designated for the delivery by  
SBBC, without demand and without setoff or deduction. There will be a grace period of five (5)  
business days which to pay rent and operating expenses. There will be a penalty of five percent  
(5%) which will be automatically added to the monthly rent and operating expenses afterwards.  
d. If this Lease Agreement should commence on a date other than the first day of the  
calendar month or terminate on a date other than the last day of the calendar month, the monthly  
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payment will be prorated based on the number of days in the calendar month with no cessation of  
the monthly payment.  
e. TENANT shall provide a copy of its exemption certificate for sales tax on the rental  
as may be required under the Sales and Use Tax laws of the State of Florida to reflect TENANT’S  
exemption from billing for sale and use tax on the rental payments or pay all sales tax required.  
f. TENANT shall have the right to place and keep a safe, suitable for the financial  
institution facility in the demised Leased Property. Any costs incurred to maintain, move, modify,  
or repair said safe shall be borne by TENANT.  
2.05 ADA. The Lessor hereby represents that the Leased Property, as defined in  
paragraph 2.02 meets all accessibility requirements of the Federal Americans with Disabilities Act  
(ADA), Florida Accessibility Code for Building Construction implemented under the Florida  
Americans with Disabilities Implementation Act, except as modified by State Requirements for  
Educational Facilities, for the use or occupancy intended by the TENANT.  
2.06 Asbestos. The SBBC hereby represents that the Leased Property described herein  
is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act  
(AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current  
Florida State Requirements for Educational Facilities (SREF), whichever is more stringent.  
2.07 Transfer. The TENANT shall not assign or sublet the facilities delineated in this  
lease, or use said facilities or any part thereof, for any purpose other than set out in the Lease  
Agreement without consent of the Lessor.  
2.08 Condition of Leased Property.  
a. TENANT shall accept the Leased Property as they are at the time of occupancy.  
Removal or change of location of any appliance or equipment, occasioned by the TENANT’s use  
of said Leased Property, shall be made by the TENANT at the TENANT’s expense, but no such  
removal or change shall be made without prior approval by the SBBC Facilities & Construction  
Management Department Executive Director, Capital Programs (which approval shall not  
unreasonably be withheld). Any appliance or equipment removed or relocated by TENANT shall  
be replaced as found.  
b. TENANT shall have the right to keep an automated teller machine (ATM) on the  
outside wall of the Leased Property with access for the general public. All costs for any further  
renovations, construction, or alterations shall be borne by the TENANT and plans for same shall  
be submitted to SBBC Facilities & Construction Management Department Executive Director,  
Capital Programs and Chief Building Official for prior approval (which approval shall not be  
unreasonably withheld). At the termination of the Lease Agreement, TENANT shall remove the  
ATM and place the wall in the same condition as the surrounding inside and outside wall area at  
TENANT’S expense. The ATM shall be considered by the parties as personal property and remain  
the property of TENANT.  
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c. TENANT shall permit the SBBC to enter the Leased Property at reasonable times  
and upon reasonable notice for the purpose of inspecting the same. Except as necessary for  
emergency repairs, minimum reasonable notice shall be at least twenty-four (24) hours. In the  
event that the SBBC triggers TENANT’s alarm system by accessing the Leased Property without  
reasonable notice, the SBBC shall be liable to TENANT for any and all charges imposed on  
TENANT by TENANT’s alarm company or any law enforcement agency for response to such  
alarm trigger. TENANT will permit the SBBC to place upon the Leased Property and usual “To  
Let” or “For Lease” signs, at any time within sixty (60) days prior to the expiration of this Lease  
Agreement, if TENANT has not provided written notice to the SBBC of TENANT’s intent to  
renew the Lease Agreement as stated herein. TENANT will permit SBBC to arrange for persons  
desiring to lease the Leased Property to inspect the same during the last sixty (60) days of the lease  
term.  
2.09 Heating and Air Conditioning. Heating and air conditioning maintenance  
services and repairs shall be the responsibility of the SBBC. In the event that the equipment is no  
longer serviceable, SBBC shall be responsible for the cost of replacement equipment for the  
demised Leased Property. Heating and air conditioning services shall be provided to the 1,426  
square feet building office space during the Hours of Operation indicated in paragraph 2.03a.  
2.10 Light Fixtures. The SBBC agrees to maintain in the demised Leased Property  
light fixtures installed for the use of the TENANT. The TENANT shall be responsible for  
replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of  
furnishing light.  
2.11 Maintenance Repairs.  
a. The TENANT shall provide for interior maintenance and repairs in accordance with  
generally accepted good practices.  
b. The SBBC shall maintain and keep in good repair the exterior of the demised Leased  
Property during the term of this lease and shall be responsible for the replacement of all windows,  
doors and ancillary fixtures broken and damaged at the demised Leased Property, except if such  
breakage or damage is caused to the exterior of the demised Leased Property by the TENANT, its  
officers, agents of employees. Any vandalism and repairs to the exterior ATM machine shall be  
borne by TENANT.  
c. No services or maintenance shall be provided except as otherwise stated in this  
Lease Agreement.  
2.12 Improvements. The location of any and all Improvements to be placed on the  
Leased Property, shall first be approved in writing by SBBC, it being intended that SBBC shall  
have absolute control over the location of any Improvements before they are placed on the Leased  
Property. However, such approval by SBBC shall not be unreasonably withheld.  
a. The authority to grant approval regarding Improvements in this Agreement is  
hereby delegated by the SBBC collectively to both the SBBC’s Facilities & Construction  
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Management Department Executive Director, Capital Programs and the Chief Building Official.  
Subject to the provisions of the foregoing paragraph, the parties further agree that TENANT will  
prepare and submit plans to both the SBBC’s Facilities & Construction Management Department  
Executive Director, Capital Programs and Chief Building Official for review and approval. Any  
plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and  
State Requirements for Educational facilities as applicable, and any other requirements imposed  
by applicable law. The SBBC’s Facilities & Construction Management Department Executive  
Director, Capital Programs and Chief Building Official shall have forty-five (45) days from the  
date of receipt to review and comment. All design documents shall be approved by the SBBC’s  
Facilities & Construction Management Department Executive Director, Capital Programs and  
Chief Building Official prior to submission to the Department of Education, if applicable.  
b. TENANT shall be solely responsible for all contractual obligations to the contractor  
hired to construct the Improvements.  
c. Before the commencement of the Improvements, TENANT shall require the  
engaged contractor to furnish a surety payment and performance bonds that guarantee the  
completion of the Improvements and the performance of the work necessary to complete the  
Improvements; as well as, full payment of all suppliers, material men, laborers or subcontractors  
employed to provide services to complete the Improvements. The contractor shall be required by  
contract to deliver a copy of the surety bond to TENANT. Such bonds shall remain in effect for  
one (1) year after completion of the Improvements. The contractor will cause the correction of  
any defective or faulty work or materials that appear after the completion of the Improvements  
within the warranty period of such work performed.  
d. Any Improvements placed on said Leased Property without the prior written  
approval of SBBC as to location shall immediately be removed or relocated within ninety (90)  
days of written demand by SBBC, unless the parties agree that the Improvements should remain  
whereby this Agreement will be amended, in writing to reflect the use and responsibility of the  
Improvements.  
e. Consistent with provisions in this Agreement, all permitted Improvements made by  
TENANT, if not removed and space restored to its original condition, shall become the property  
of SBBC. TENANT agrees that SBBC shall not compensate TENANT for such Improvements.  
2.13 Parking. TENANT shall have the exclusive right to two (2) reserved parking  
spaces on the first level in the KCW parking garage for use by TENANT only during days the  
SBBC is open. TENANT shall have right to use eight (8) additional non-reserved garage parking  
spaces in the KCW parking garage for use by TENANT only during days the SBBC is open.  
However, during days the SBBC is closed, including, but not limited to, SBBC recognized  
holidays and weekends, the TENANT will not have access to any parking located in the KCW  
parking garage. However, prior to such days when SBBC is closed, and TENANT is open for  
operations as stated in paragraph 2.03a, the SBBC shall make provision for TENANT to utilize  
equivalent number of parking spaces cited herein at the surface parking lot located adjacent to the  
KCW building. Said equivalent number of parking spaces shall be for use only by TENANT’s  
employees working out of the KCW building. SBBC reserves the right, at any time, at its  
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discretion, to designate the specific parking spaces in the parking garage for usage by SBBC  
employees.  
2.14 Utilities. The TENANT will promptly pay for all gas, water, power and electric  
light rates or charges which may become payable during the term of this Lease Agreement for the  
gas, water and electricity used by the TENANT on the Leased Property.  
2.15 Insurance. TENANT shall maintain in full force and effect during the Term of  
this Agreement the following minimum insurance requirements:  
a. General Liability: Limits not less than $1,000,000 per occurrence for Bodily  
Injury/Property Damage; $2,000,000 General Aggregate.  
b. Worker’s Compensation: Florida Statutory limits in accordance with Chapter 440;  
Employer’s Liability limits not less than $100,000/$100,000/$500,000 (each  
accident/disease-each employee/disease-policy limit).  
c. Property Damage: Damage to rented premises in the amount of $1,000,000  
combined single limit per occurrence.  
d. Acceptability of Insurance Carriers: The insurance policies shall be issued by  
companies qualified to do business in the State of Florida. The insurance companies  
must be rated at least A-VI by AM Best or Aa3 by Moody’s Investor Services.  
e. Verification of Coverage: Proof of the required insurance must be furnished by  
TENANT to SBBC Risk Management Department by providing a Certificate of  
Insurance within fifteen (15) days of the date of this Lease Agreement. All  
certificates (and any required document) must be received and approved by SBBC  
Risk Management Department within fifteen (15) days of the date of this  
Agreement. TENANT shall immediately remedy any deficiencies. FAX  
CERTIFICATE OF INSURANCE TO SBBC RISK MANAGEMENT AT1-754-  
321-1919.  
f. Required Conditions: Liability policies must contain the following provisions. In  
addition, the following wording must be included on the Certificate of Insurance:  
The School Board of Broward County, Florida, its members, officers, employees  
and agents as additional insured. The endorsement number shall be provided to the  
SBBC Risk Management Department. All liability policies are primary of all other  
valid and collectible coverage maintained by the School Board of Broward County,  
Florida. (\*\*Please include the Contact # and Title of the Certificate of Insurance.)  
(Certificate Holder: The School Board of Broward County, Florida 600 Southeast  
Third Avenue, Fort Lauderdale, Florida 33301.)  
g. Cancellation of Insurance: TENANT is prohibited from providing services under  
this Lease Agreement with SBBC without the minimum required insurance  
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coverage and must notify SBBC within two (2) business days if required insurance  
is cancelled.  
2.16 Inspection of Tenant’s Records by SBBC. TENANT shall establish and  
maintain books, records and documents (including electronic storage media) sufficient to reflect  
all income and expenditures of funds provided by SBBC under this Agreement. All TENANT’s  
Records, regardless of the form in which they are kept, shall be open to inspection and subject to  
audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by  
SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the  
satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze  
and verify any and all invoices, billings, payments and/or claims submitted by TENANT or any of  
TENANT’s payees pursuant to this Agreement. TENANT’s Records subject to examination shall  
include, without limitation, those records necessary to evaluate and verify direct and indirect costs  
(including overhead allocations) as they may apply to costs associated with this Agreement.  
TENANT’s Records subject to this section shall include any and all documents pertinent to the  
evaluation, analysis, verification and reconciliation of any and all expenditures under this  
Agreement without regard to funding sources.  
a. For the purposes of this Agreement, the term “TENANT’s Records” shall include,  
accounting records, payroll time sheets, cancelled payroll checks, W-2 forms,  
written policies and procedures, computer records, disks and software, videos,  
photographs, executed subcontracts, subcontract files (including proposals of  
successful and unsuccessful bidders), original estimates, estimating worksheets,  
correspondence, change order files (including sufficient supporting documentation  
and documentation covering negotiated settlements), and any other supporting  
documents that would substantiate, reconcile or refute any charges and/or  
expenditures related to this Agreement.  
b. Duration of Right to Inspect. For the purpose of such audits, inspections,  
examinations, evaluations and/or reproductions, SBBC’s agent or authorized  
representative shall have access to TENANT’s Records from the date of this Lease  
Agreement, for the duration of the term of this Agreement, and until the later of  
five (5) years after the termination of this Agreement or five (5) years after the date  
of final payment by SBBC to TENANT pursuant to this Agreement.  
c. Notice of Inspection. SBBC’s agent or its authorized representative shall provide  
TENANT reasonable advance notice (not to exceed two (2) weeks) of any intended  
audit, inspection, examination, evaluation and or reproduction.  
d. Audit Site Conditions. SBBC’s agent or its authorized representative shall have  
access to TENANT’s facilities and to any and all records related to this Lease  
Agreement and shall be provided adequate and appropriate workspace in order to  
exercise the rights permitted under this section.  
e. Failure to Permit Inspection. Failure by TENANT to permit audit, inspection,  
examination, evaluation and/or reproduction as permitted under this Section shall  
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constitute grounds for termination of this Agreement by SBBC for cause and shall  
be grounds for the denial of some or all of any TENANT’s claims for payment by  
SBBC.  
f. Inspector General Audits. TENANT shall comply and cooperate immediately  
with any inspections, reviews, investigations, or audits deemed necessary by the  
Florida Office of the Inspector General or by any other state or federal officials.  
2.17 Notice. When any of the parties desire to give notice to the other, such notice must  
be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at  
the place last specified; the place for giving notice shall remain such until it is changed by written  
notice in compliance with the provisions of this paragraph. For the present, the Parties designate  
the following as the respective places for giving notice:  
To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
With a Copy to: Director, Facility Planning and Real Estate Department  
The School Board of Broward County, Florida  
600 Southeast Third Avenue – 8th Floor  
Fort Lauderdale, Florida 33301  
To TENANT: Michael Tomko, President  
BrightStar Credit Union  
P.O. Box 8966  
Fort Lauderdale, Florida 33310-8966  
2.18 Background Screening: TENANT agrees to comply with all requirements of  
Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be  
permitted access to school grounds when students are present, (2) will have direct contact with  
students, or (3) have access or control of school funds, will successfully complete the background  
screening required by the referenced statutes and meet the standards established by the statutes.  
This background screening will be conducted by SBBC in advance of TENANT or its personnel  
providing any services under the conditions described in the previous sentence. TENANT shall  
bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes,  
and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints  
provided with respect to TENANT and its personnel. The parties agree that the failure of  
TENANT to perform any of the duties described in this section shall constitute a material breach  
of this Agreement entitling SBBC to terminate immediately with no further responsibilities or  
duties to perform under this Agreement. TENANT agrees to indemnify and hold harmless SBBC,  
its officers and employees from any liability in the form of physical or mental injury, death or  
property damage resulting in TENANT’s failure to comply with the requirements of this Section  
or with Sections 1012.32 and 1012.465, Florida Statutes.  
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2.19 Indemnification. This section shall survive the termination of all performance or  
obligations under this Agreement and shall be fully binding until such time as any proceeding  
brought on account of this Agreement is barred by any applicable statute of limitations.  
a. By SBBC: SBBC agrees to be fully responsible up to the limits of Section  
768.28, Florida Statutes, for its acts of negligence, or its agent’s acts of negligence when acting  
within the scope of their employment and agrees to be liable for any damages resulting from said  
negligence.  
b. By TENANT: Notwithstanding, any provision in this Lease Agreement, TENANT  
agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from  
any and all claims, judgments, costs, and expenses including, but not limited to, reasonable  
attorney’s fees, reasonable investigative and discovery costs, court costs and all other sums which  
SBBC, its agents, servants and employees may pay or become obligated to pay on account of any,  
all and every claim or demand, or assertion of liability, or any claim or action founded thereon,  
arising or alleged to have arisen out of the products, goods or services furnished by TENANT, its  
agents, servants or employees; the equipment of TENANT, its agents, servants or employees while  
such equipment is on Leased Property owned or controlled by SBBC; or the negligence of  
TENANT or the negligence of TENANT’s agents when acting within the scope of their  
employment, whether such claims, judgments, costs and expenses be for damages, damage to  
property including SBBC’s property, and injury or death of any person whether employed by  
TENANT, SBBC or otherwise.  
2.20 Ad Valorem Tax Exemption. The parties agree that this Lease Agreement  
shall not be effective until such time as an Ad Valorem Tax Exemption Application and Return  
submitted by TENANT for use of the Leased Property has been approved by the Broward County  
Property Appraiser. TENANT shall bear all cost associated with the submittal of the Ad Valorem  
Tax Exemption Application and Return. If the Leased Property is made subject to ad valorem taxes  
as a result of TENANT’s use of the property, TENANT shall reimburse SBBC for any such levied  
ad valorem taxes within thirty (30) calendar days of TENANT’s receipt of a demand for  
reimbursement from SBBC. The Broward County Property Appraiser’s denial of an Ad Valorem  
Tax Application and Return for TENANT’s use of the Leased Property shall constitute cause for  
SBBC’s immediate termination of this Lease Agreement. In the event of such termination, no  
damages of any kind, fees, costs, expenses, penalties, lost profits, reimbursements and the like  
shall accrue to SBBC.  
2.21 Garage Access. SBBC shall provide personnel on the days the SBBC is  
officially closed to open and close the KCW garage gate to enable TENANT to gain access to the  
drive-thru located in the KCW garage. The salary for this personnel shall be $28.01 per hour, in  
addition to 17.40% for fringe benefits. This duration of work hours shall be the TENANT’s hours  
of operation as stated in Section 2.03a, to include 30 minutes before TENANT’s hours of operation  
and 30 minutes after TENANT’s hours of operation (either thirteen (13) hours total for a weekday  
or seven (7) hours total for a weekend day, whichever is applicable). SBBC shall invoice  
TENANT for this expense after the designated personnel completes the duration of work hours  
stated herein. The duties of said personnel is solely to open and close the KCW garage gate. Said  
personnel shall remain in the general vicinity of the KCW garage during the Hours of Operation  
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of TENANT and during the times that SBBC is closed. Additionally, said personnel shall not be  
responsible for providing security services or any other responsibilities that is not specifically  
stated herein. Moreover, TENANT shall not direct said personnel to perform any other services,  
than is specifically stated herein. Finally, during the TENANT’s hours of operation during which  
the SBBC is closed, SBBC shall not have any responsibility for providing security and safety or  
preventing damage for the Leased Property. Within thirty (30) days of the date of the SBBC’s  
invoice, TENANT shall reimburse SBBC the total amount stated in said invoice. SBBC shall  
notify TENANT each and every time the hourly rate stated herein changes, and TENANT shall  
pay the stated new rate. If the said invoiced amount due is not paid within the timeframe stated  
herein, the SBBC reserves the right to terminate this Lease Agreement for cause as allowed by  
Section 3.05.  
ARTICLE 3 – GENERAL CONDITIONS  
3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a  
waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity  
may be applicable or of any rights or limits to liability existing under Section 768.28, Florida  
Statutes. This section shall survive the termination of all performance or obligations under this  
Agreement and shall be fully binding until such time as any proceeding brought on account of this  
Agreement is barred by any applicable statute of limitations.  
3.02 No Third-Party Beneficiaries. The parties expressly acknowledge that it is not  
their intent to create or confer any rights or obligations in or upon any third person or entity under  
this Agreement. None of the parties intend to directly or substantially benefit a third party by this  
Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that  
no third party shall be entitled to assert a claim against any of the parties based upon this  
Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of  
the State of Florida to be sued by third parties in any matter arising out of any contract.  
3.03 Independent Contractor. The parties to this Agreement shall at all times be  
acting in the capacity of independent contractors and not as an officer, employee or agent of one  
another. Neither party or its respective agents, employees, subcontractors or assignees shall  
represent to others that it has the authority to bind the other party unless specifically authorized in  
writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC  
employees shall exist as a result of the performance of any duties or responsibilities under this  
Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to  
unemployment compensation funds or insurance for the TENANT or the TENANT’s officers,  
employees, agents, subcontractors or assignees.  
3.04 Equal Opportunity Provision. The parties agree that no person shall be  
subjected to discrimination because of age, race, color, disability, gender identity, gender  
expression marital status, national origin, religion, sex or sexual orientation in the performance of  
the parties’ respective duties, responsibilities and obligations under this Agreement.  
3.05 Termination. This Agreement may be canceled by either party during the term  
hereof upon ninety (90) days written notice to the other parties of its desire to terminate this  
SBBC Lease Agreement with BrightStar Credit Union 11 of 18  
Agreement for cause, or upon three hundred sixty-five (365) days written notice without cause. In  
the event of such termination, SBBC shall be entitled to a pro-rata refund of any pre-paid amounts  
for any services scheduled to be delivered after the effective date of such termination. SBBC shall  
have no liability to TENANT for terminating or canceling the Lease Agreement, with or without  
cause. SBBC shall have no liability for any property left on SBBC’s property by any party to this  
Lease Agreement after the termination of this Lease Agreement. Any party contracting with SBBC  
under this Lease Agreement agrees that any of its property placed upon SBBC’s facilities pursuant  
to this Lease Agreement shall be removed within ten (10) business days following the termination,  
conclusion or cancellation of this Lease Agreement and that any such property remaining upon  
SBBC’s facilities after that time shall be deemed to be abandoned, title to such property shall pass  
to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.  
However, if TENANT terminates the Lease Agreement prior to May 1, 2023, TENANT shall pay  
SBBC an additional sum of $31,165.26 (six months’ gross rent). It is hereby acknowledged that  
any such amount required to be paid by TENANT in connection with such early termination is not  
a penalty, but aggregate sum of the damage which would be incurred by SBBC as a result of such  
early termination of this Lease Agreement (which damages are incalculable) and, in that regard,  
constitutes liquidated damages with respect to such loss. If this Lease Agreement is terminated  
early by SBBC pursuant to this Section, TENANT shall not be obligated to pay any liquidated  
damages for early termination.  
3.06 Default. The parties agree that, in the event that either party is in default of its  
obligations under this Agreement, the non-defaulting party shall provide to the defaulting party  
(30) days written notice to cure the default. However, in the event said default cannot be cured  
within said thirty (30) day period and the defaulting party is diligently attempting in good faith to  
cure same, the time period shall be reasonably extended to allow the defaulting party additional  
cure time. Upon the occurrence of a default that is not cured during the applicable cure period,  
this Agreement may be terminated by the non-defaulting party upon thirty (30) days’ notice. This  
remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall  
be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in  
equity or by statute or otherwise. No single or partial exercise by any party of any right, power,  
or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section  
shall be construed to preclude termination for convenience pursuant to Section 3.05.  
3.07 Annual Appropriation. The performance and obligations of SBBC under this  
Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If  
SBBC does not allocate funds for the payment of services or products to be provided under this  
Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds  
have been allocated. SBBC shall notify the TENANT at the earliest possible time before such  
termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC  
shall not be obligated or liable for any future payments due or any damages as a result of  
termination under this section.  
3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement  
agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery  
of such erroneous payment or overpayment  
SBBC Lease Agreement with BrightStar Credit Union 12 of 18  
3.09 Public Records. The following provisions are required by Section 119.0701,  
Florida Statutes, and may not be amended. TENANT shall keep and maintain public records  
required by SBBC to perform services required under this agreement. Upon request from SBBC’s  
custodian of public records, TENANT shall provide SBBC with a copy of any requested public  
records or to allow the requested public records to be inspected or copied within a reasonable time  
at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise  
provided by law. TENANT shall ensure that public records disclosure requirements are not  
disclosed except as authorized by law for the duration of the Agreement’s term and following  
completion of the Agreement if TENANT does not transfer the public records to SBBC. Upon  
completion of the Agreement, TENANT shall transfer, at no cost, to SBBC all public records in  
possession of TENANT or keep and maintain public records required by SBBC to perform the  
services required under the Agreement. If TENANT transfer all public records to SBBC upon  
completion of the Agreement, TENANT shall destroy any duplicate public records that are exempt  
or confidential and exempt from public records disclosure requirements. If TENANT keeps and  
maintains public records upon completion of the Agreement, TENANT shall meet all applicable  
requirements for retaining public records. All records stored electronically must be provided to  
SBBC, upon request from SBBC’s custodian of public records, in a format that is compatible with  
SBBC’s information technology systems.  
IF A PARTY TO THIS AGREEMENT HAS QUESTIONS  
REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA  
STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATION  
TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS AT 754-321-1900,  
RECORDREQUESTS@BROWARDSCHOOLS.COM, 600 SE 3RD AVENUE  
FORT LAUDERDALE, FL 33301.  
3.10 Compliance with Laws. Each party shall comply with all applicable federal,  
state and local laws, SBBC policies, codes, rules and regulations in performing its duties,  
responsibilities and obligations pursuant to this Agreement.  
3.11 Place of Performance. All obligations of SBBC under the terms of this  
Agreement are reasonably susceptible of being performed in Broward County, Florida and shall  
be payable and performable in Broward County, Florida.  
3.12 Governing Law and Venue. This Agreement shall be interpreted and construed  
in accordance with and governed by the laws of the State of Florida. Any controversies or legal  
problems arising out of this Agreement and any action involving the enforcement or interpretation  
of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the  
Seventeenth Judicial Circuit of Broward County, Florida.  
3.13 Entirety of Agreement. This document incorporates and includes all prior  
negotiations, correspondence, conversations, agreements and understandings applicable to the  
matters contained herein and the parties agree that there are no commitments, agreements or  
understandings concerning the subject matter of this Agreement that are not contained in this  
SBBC Lease Agreement with BrightStar Credit Union 13 of 18  
document. Accordingly, the parties agree that no deviation from the terms hereof shall be  
predicated upon any prior representations or agreements, whether oral or written.  
3.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit  
of the parties hereto and their respective successors and assigns.  
3.15 Assignment. Neither this Agreement or any interest herein may be assigned,  
transferred or encumbered by any party without the prior written consent of the other party. There  
shall be no partial assignments of this Agreement including, without limitation, the partial  
assignment of any right to receive payments from SBBC.  
3.16 Incorporation by Reference. Exhibits attached hereto and referenced herein  
shall be deemed to be incorporated into this Agreement by reference.  
3.17 Captions. The captions, section designations, section numbers, article numbers,  
titles and headings appearing in this Agreement are inserted only as a matter of convenience, have  
no substantive meaning, and in no way define, limit, construe or describe the scope or intent of  
such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be  
construed to create a conflict with the provisions of this Agreement.  
3.18 Severability. In the event that any one or more of the sections, paragraphs,  
sentences, clauses or provisions contained in this Agreement is held by a court of competent  
jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not  
affect the remaining portions of this Agreement and the same shall remain in full force and effect  
as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses  
or provisions had never been included herein.  
3.19 Preparation of Agreement. The parties acknowledge that they have sought and  
obtained whatever competent advice and counsel as was necessary for them to form a full and  
complete understanding of all rights and obligations herein and that the preparation of this  
Agreement has been their joint effort. The language agreed to herein expresses their mutual intent  
and the resulting document shall not, solely as a matter of judicial construction, be construed more  
severely against one of the parties than the other.  
3.20 Amendments. No modification, amendment, or alteration in the terms or  
conditions contained herein shall be effective unless contained in a written document prepared  
with the same or similar formality as this Agreement and executed by each party hereto.  
3.21 Waiver. The parties agree that each requirement, duty and obligation set forth  
herein is substantial and important to the formation of this Agreement and, therefore, is a material  
term hereof. Any party’s failure to enforce any provision of this Agreement shall not be deemed  
a waiver of such provision or modification of this Agreement unless the waiver is in writing and  
signed by the party waiving such provision. A written waiver shall only be effective as to the  
specific instance for which it is obtained and shall not be deemed a continuing or future waiver.  
SBBC Lease Agreement with BrightStar Credit Union 14 of 18  
3.22 Force Majeure. Neither party shall be obligated to perform any duty,  
requirement or obligation under this Agreement if such performance is prevented by fire,  
hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other  
labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the  
issuance or extension of existing government orders of the United States, the State of Florida, or  
local county and municipal governing bodies, or by reason of any other matter or condition beyond  
the control of either party, and which cannot be overcome by reasonable diligence and without  
unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party  
be deemed Force Majeure.  
3.23 Survival. All representations and warranties made herein, indemnification  
obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit  
of records and property, obligations to maintain the confidentiality of records, reporting  
requirements, and obligations to return public funds shall survive the termination of this  
Agreement.  
3.24 Authority. Each person signing this Agreement on behalf of either party  
individually warrants that he or she has full legal power to execute this Agreement on behalf of  
the party for whom he or she is signing, and to bind and obligate such party with respect to all  
provisions contained in this Agreement.  
3.25 Contract Administration. SBBC has delegated authority to the Superintendent  
of Schools or his/her designee to take any actions necessary to implement and administer this  
Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use  
or occupancy of any or all SBBC Leased Premises as a result of the anticipation of imminent  
existence or existence of any of the conditions listed in Article 3.22 - Force Majeure - hereinabove.  
3.26 Counterparts and Multiple Originals. This Agreement may be executed in  
multiple originals, and may be executed in counterparts, each of which shall be deemed to be an  
original, but all of which, taken together, shall constitute one and the same Agreement.  
(The remainder of this page is intentionally left blank. Signature pages to follow.)  
SBBC Lease Agreement with BrightStar Credit Union 15 of 18  
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement  
on the date first above written.  
FOR SBBC  
(Corporate Seal) THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
ATTEST: Laurie Rich Levinson, Chair  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approved as to form and legal content:  
Dr. Vickie L. Cartwright  
Superintendent of Schools  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Office of the General Counsel  
(Remainder of page intentionally left blank. Signature page to follow)  
SBBC Lease Agreement with BrightStar Credit Union 16 of 18  
  
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