

LEASE AGREEMENT

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

THIS LEASE made this 27th day of April, 2021, by and between **SANTA ROSA COUNTY**, herein referred to as the Lessor, and **SANTA ROSA COUNTY SCHOOL DISTRICT**, herein referred to as Lessee.

WITNESSETH:

WHEREAS, the Lessee is in need of space to conduct a marine science education program;
and

WHEREAS, the Lessor has office space available in the Navarre Beach Park; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to the premises.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **SUBJECT AND PURPOSE:** Lessor hereby leases the Ranger Station located at 8638 Blue Heron Court, Navarre Beach, Florida (the "Property") to Lessee.
2. **TERM AND RENT:** Lessor shall lease the above premises for a period of ten (10) years from March 12, 2021 to March 12, 2031 at an annual rental of ONE DOLLAR (\$1.00). This lease may be extended for additional terms of years and upon such conditions as agreed upon by the parties.
3. **CONDITIONS WITH RESPECT TO ALTERATIONS:** Lessee may not make any alterations, additions, or improvements in and to the leased premises and the building without the prior written approval of Lessor.
4. **REPAIRS:** Lessee shall at all times during the term of this agreement and at its own cost and expense, perform routine maintenance to the interior of the building including painting, light bulb replacement, etc., excluding the roof, electrical heating and air conditioning systems, hot water heaters, flooring, an existing appliance which shall be the responsibility of the County.
5. **UTILITIES:** Lessee shall be responsible for the provision and payment of all of utility charges for the premises as they become due, including those for sewer, water, gas, electricity, and telephone services.

6. **SURRENDER OF POSSESSION:** Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or defaults, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset, therefore. Lessor may remove such fixtures or property from the demised premises and store them at the risk of expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.
7. **APPLICABLE LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Santa Rosa County, Florida.
8. **BY ENTERING INTO THIS AGREEMENT, LESSOR AND LESSEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
9. Lessor and Lessee must each comply with the public records laws, Florida Statute chapter 119, and specifically must:
 - a) Keep and maintain public records required by the Lessor and Lessee to perform the service.
 - b) Upon request from the Lessor or Lessee custodian of public records, provide the Lessor or Lessee with a copy of the requested records or allow the 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.
 - 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 for the duration of the contract term and following completion of the contract if the Lessee does not transfer the records to the Lessor.
 - d) Upon completion of the contract, transfer, at no cost, to the Lessor all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the contract, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon

the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 6495 CAROLINE STREET, SUITE C, MILTON, FL 32570, 850-983-1857; wandap@santarosa.gov.

IN WITNESS WHEREOF the parties have executed this Leases the day and year first above written, at Milton, Santa Rosa County, Florida.

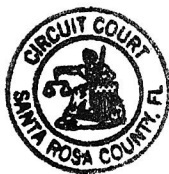
SANTA ROSA COUNTY SCHOOL DISTRICT

ATTEST:

Wei Ueberschaer, Chairperson

**SANTA ROSA, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ATTEST:





David C. Piech, Chairman



Donald C. Spencer, Clerk of Courts