

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement"), is made and entered into this _____ day of _____, 2012, by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter called the "Lessor"), and **CLEARWATER MARTIN LUTHER KING JR. NEIGHBORHOOD CENTER COALITION, INC.**, a Florida nonprofit corporation (hereinafter called the "Lessee").

WITNESSETH:

Lessor owns the site of the former Martin Luther King Community Center located at 1201 Douglas Ave, Clearwater, Florida;

Lessee is a Florida nonprofit corporation, the purpose of which is to operate the Martin Luther King Center as a community center and memorial to Martin Luther King Jr.;

Lessee desires to lease the Lessor's building and Premises for the purposes expressed herein, and Lessor has consented to permit such occupancy to Lessee under the terms and conditions of this Lease;

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

1. **PROPERTY.** The property which is located at 1201 Douglas Avenue, Clearwater, Florida, and shall hereinafter be referred to as the "Premises".
2. **TERM.** The term of this Lease shall be for a period of five (5) years, beginning _____, 2012 and ending _____, 2017. This Lease may be renewed for additional 5-year periods under the same terms and conditions set forth herein, with the written approval of the parties.
3. **RENT.** Lessee shall pay rent to Lessor in the amount of One Dollar (\$1.00) per year which shall be paid yearly on or before the 1st day of the month the Agreement is signed and approved without notice or demand.
4. **USE.** Lessee shall use the Premises only for the operation of a community center. No other use shall be made of the Premises without the prior, written consent of Lessor. Lessee shall make no unlawful or offensive use of the Premises, nor shall any activity be carried on at the Premises that constitute a nuisance to surrounding property. Lessee shall not charge a fee of any type or amount for use of the Premises without the express, written consent of Lessor. Lessee shall comply with all requirements of the Florida Building Code, other Florida statutes and regulations relating to the use of the Premises.

Specifically, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on the Premises during the term of this Lease.

5. CORPORATE STATUS OF LESSEE. Throughout the term of this Lease, Lessee shall maintain its status as a nonprofit corporation, organized and existing under the laws of Florida, shall file all annual reports and other documents required to maintain its corporate status in good standing, and shall maintain its status as an exempt entity under §501(c)(3) of the Internal Revenue Code.

6. UTILITIES. All utilities serving the Premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable television, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

7. TAXES. Lessee shall pay all personal property taxes assessed against Lessee's property kept at the Premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessee shall also pay any real property taxes or special assessments levied against the Premises.

8. INSURANCE. Lessee shall insure the property against damage by fire and other casualties. This coverage shall include a declaration that The School Board of Pinellas County, Florida, is an additional named insured for the Premises. Lessee is responsible for insuring its own personal property on the Premises. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term.

9. MAINTENANCE. Lessee shall maintain the interior and exterior of the Premises, along with the lawn and grounds. All plumbing, air conditioning, heating, electrical and natural gas equipment, infrastructure and fixtures shall be maintained in full compliance with all applicable codes now in effect or hereafter enacted or amended. Lessee shall maintain the interior of the Premises in its current status or its status and condition taking into consideration any future improvements. The exterior of the Premises shall be maintained in a clean and sightly condition. Lessee shall bear the expense of repairing any damage or destruction caused by the Lessee, its agents, servants, employees, patrons, licensees, invitees, clients, or others on the Premises at the behest of, or under the auspices of, the Lessee.

10. FIRE EQUIPMENT. Lessee will provide, on the Premises, such fire protection equipment as is required to comply with applicable rules and regulations.

11. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased Premises through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for immediate termination of this lease.

12. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

13. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the Premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the Premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds with Lessor shown as an additional beneficiary thereof, shall be secured. At the end of the term of this Lease, or upon any earlier termination of this Lease, all alterations and improvements on the Premises shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within five (5) days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within fifteen (15) days after termination and return the Premises to their original condition.

14. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the Premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the Premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the Premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

15. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this

lease, the Lessor has made the following representations, and no others:

- A. Lessor has good title to the Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity.
- B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the Premises.

16. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

- A. Lessee has inspected the Premises and found them to be fit for its intended purposes.
- B. Lessee has assured itself that the zoning of the Premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the Premises.
- C. Lessee is acting solely on its own behalf and not on behalf of any third party or undisclosed principal whomsoever.
- D. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
- E. Lessee shall comply with all laws, rules and regulations, including but not limited to building codes, housing codes, and other codes of any nature, and shall cause its agents to do likewise.
- F. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**
- G. Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

17. INDEMNITY. Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the Premises, excepting only those matters which are the direct and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees, arising out of or in any way connected with Lessee's use and occupation of the Premises. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

18. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY. In the event the Premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the Premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the Premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the Premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, subtenants, employees or guests, Lessee shall be obligated to restore the Premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the Premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

19. BANKRUPTCY. This Lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this Lease becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors; or if any creditor of Lessee files any proceeding to place Lessee in bankruptcy.

20. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. No waiver or indulgence granted by Lessor to Lessee, express or implied, shall be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor permits the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

21. TERMINATION AND DEFAULT. In the event of a default by Lessee under this Lease, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, unless such default, in Lessor's sole discretion, causes a risk to the health, safety, or welfare of others, in which case no opportunity to cure must be afforded, Lessor may terminate this lease and resume possession of the Premises immediately, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee.

Upon termination of this Lease, Lessee shall surrender the Premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the

Premises and be subject to remedies provided for that violation. Liquidated damages of Fifty (\$50.00) dollars per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the Premises to Lessor in accordance with this lease, after termination or expiration hereof.

In addition to recovery of possession and liquidated damages, Lessor shall also recover all costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

22. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

23. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid within ten (10) days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

24. ASSIGNMENT. This Lease may not be assigned by Lessee, nor the Premises sublet by Lessee without prior written permission from Lessor.

25. MEMORANDUM. Lessor may, at its option, record a memorandum of this Lease in the Public Records of Pinellas County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the Premises.

26. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

- A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist.
- B. The termination date of this Lease.
- C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the Premises, or hereafter executed by Lessor.

27. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the Premises or claim any interest superior thereto.

28. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to

enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted.

29. GOVERNING LAW AND VENUE. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in the Sixth Judicial Circuit Court in Pinellas County, Florida, if a state court action and the U.S. District Court for the Middle District of Florida, Tampa Division, if a federal court action. Such courts shall have jurisdiction to hear and decide any and all disputes, which arise under this Lease.

30. NOTICES. Any notice required by this Lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor:

School Board of Pinellas County
Attn: Real Estate Department
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 33773

B. To Lessee:

Clearwater Martin Luther King Jr Neighborhood Center
Coalition, Inc.
Attn: Wade Clark, President
1122 Carlton Street
Clearwater, FL 33755

31. CONSTRUCTION. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

32. NATURE OF AGREEMENT. This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and

there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

33. BINDING EFFECT. This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns, if any.

34. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the Premises at its own expense, and keep this Lease in force.

35. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Lease shall continue in full force as if executed originally without the invalid portion.

36. NONDISCRIMINATION PROVISIONS. The Lessee does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of Premises on the basis of race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation.

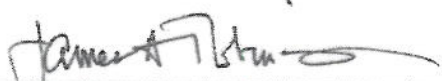
37. ADA COMPLIANCE. The Lessee shall observe and comply with all requirements of the ADA at the Premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation and any other activities on the Premises. If any alterations or improvements to the Premises are necessary to achieve compliance with applicable ADA provisions, Lessee shall at its expense make all such alterations and improvements, subject to the prior approval of Lessor as to design, construction and materials.

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IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: The School Board of Pinellas
County, Florida

APPROVED AS TO FORM:




Office of General Counsel

BY: _____
Chairperson

Attest: _____
Superintendent

LESSEE: Clearwater Martin Luther King Jr.
Neighborhood Center Coalition, Inc.

BY: 

President

WADE CLARK

Print Name



Witness

SUESAN WAUCER

Print Name