

## LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **FIRST BAPTIST CHURCH OF BOCA RATON, FLORIDA, INC.**, a Florida non-profit organization, herein after called the **Lessor**, and **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida, herein called the **Lessee**.

WITNESSETH, that in consideration of the covenants herein contained on the part of said Parties to be kept and performed, the **Lessor** does hereby lease to the **Lessee** the following described property:

Seven (7) classrooms, plus one additional room to be used as an office located in the east wing of the Education Building of First Baptist Church of Boca Raton, 2350 N.W. Yamato Road, Boca Raton, Florida.

TO HAVE AND TO HOLD the same for a term of twenty-four (24) months from the first (1<sup>st</sup>) day of July 2013 to the thirtieth (30<sup>th</sup>) day of June 2015. **Lessee** paying, therefore, total rent of:

Fifty-Seven Thousand Three Hundred Twelve Dollars and No Cents (\$57,312.00)

The **Lessee** covenants with the **Lessor** to pay said rent in twenty-four (24) equal monthly payments. The first rent payment is due July 1, 2013 in the amount of \$2,388.00 and thereafter on the first day of each succeeding month.

The **Lessee** agrees: to make no unlawful, improper or offensive use of the premises; not to assign the lease or sublet any part of said premises without the written consent of the **Lessor**; not to use said premises for any other purpose than classroom and office space; and to quit and deliver up said premises at the end of said term in as good condition as they are now (ordinary wear and decay and damage by the elements excepted). The said **Lessee** agrees to leave the classrooms in the same condition as they found them, on a daily basis. The said **Lessee** hereby covenants and agrees that if default shall be made in the payment of the rent as aforesaid, or if the said **Lessee** shall become a tenant at sufferance, hereby waiving all rights of notice, then the **Lessor** shall be entitled immediately to re-enter and retake possession of the demised premises. The **Lessee** further agrees to provide the **Lessor** with a Certificate of Self Insurance to the extent of general liability insurance as carried by the **Lessee**. The **Lessee** will use the premises for classes from 8:00 a.m. to 3:00 p.m., Monday through Friday or as otherwise stated above.

The **Lessor** agrees to provide adequate parking and to maintain the same. The **Lessor** further agrees to pay all utility and maintenance costs of the leased premises.

It is understood that, if on any particular date there is a conflict of activity or scheduling, the needs of the **Lessor** take precedence over the **Lessee**.

It is understood that the **Lessee** requires that:

“In the event the property requires asbestos and lead remediation, the Lessor shall complete all work in accordance with the findings and recommendations of the latest School District Asbestos Management Plan provided to the Lessor by the School District Environmental and Conservation Services Department. In addition, the School Board must be notified prior to the start of any such work and reserves the right to re-test the areas in question to confirm proper environmental cleaning procedures were used.”

It is understood that the **Lessee** may not obligate itself to make payment beyond the current fiscal year. Therefore, should the **Lessee** fail to appropriate funds for this Lease within the **Lessee's** budget during any of the years in question, the **Lessee** may cancel this Lease upon a 30-day notice of the non-appropriation to the **Lessor**.

The non-appropriation possibility discussed above will not be considered a breach of this Lease, nor will it be considered a default under the terms of this Lease.

This Lease agreement may be terminated prior to the expiration of the term by either the **Lessor** or the **Lessee** upon a 90-day written notice to the other party. Upon termination of the Lease agreement, all obligations shall cease.

Regardless of any cancellation of this Lease due to the non-appropriation discussed above, the **Lessor** shall be entitled to rent payment from the **Lessee** for the period of time which the **Lessee** made use of and occupied the premises.

It is acknowledged by the **Lessor** that Lessee is exempt from paying sales and use tax. The **Lessee's** exemption number is 85-8013897253C-1.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

**Lessor:**

THE FIRST BAPTIST CHURCH  
OF BOCA RATON, FLORIDA, INC.

Signature

Print Name

Its \_\_\_\_\_ Pastor

**Lessee:**

THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

\_\_\_\_\_  
Chuck Shaw, Chairman

Attest:

\_\_\_\_\_  
E. Wayne Gent, Superintendent

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

Attest:

Signature

Print Name

Title

Reviewed and Approved:

\_\_\_\_\_  
Blair R. LittleJohn III, School Board Attorney

