

Commercial Lease

THIS LEASE made this ____ **Day of April, 2024** by and between **ROBERTO SANCHEZ, TRUSTEE**, the owner and proprietor of the **KEY WEST PROFESSIONAL PLAZA, UNIT 312**, hereinafter called the Lessor, and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE SOUTHWEST FLORIDA**, hereinafter called the Lessee.

WITNESSETH, That in consideration of the sum of one month rent (i.e. the first month's rent) in the amount of **\$2,916.66** paid by the Lessee, Lessor hereby acknowledging **\$2,916.66** to have been received as security deposit under this lease, Lessor hereby acknowledging **\$2,916.66** to have been received as the last month's rent under this lease, and in the further consideration of the covenants, agreement and conditions herein contained, on the part of the Lessee to be kept, done and performed, the said Lessor does hereby lease to Lessee **Unit 312** at the **Key West Professional Plaza 1111 12th Street Key West, FL 33040**. With the full understanding that Lessee shall **HAVE AND TO HOLD THE SAME** for the full term of **THREE YEARS** commencing June 1, 2024 and ending May 31, 2027. Lessee shall have an option to extend the lease for an additional term of three (3) years. The said Lessee yielding and paying to the Lessor therefore the rent as follows:

June 1, 2024 - May 31, 2025	\$2,916.66/month
June 1, 2025 - May 31, 2026	\$3,004.16/month
June 1, 2026 - May 31, 2027	\$3,094.28/month

Renewal Three Year Term (if exercised by Lessee):

June 1, 2027 - May 31, 2028	\$3,187.11/month
June 1, 2028 - May 31, 2029	\$3,282.72/month
June 1, 2029 - May 31, 2030	\$3,381.20/month

(Sales tax on the monthly rental payments is not included. Lessee shall annually provide Lessor with adequate documentation of Lessee's sales tax-exempt status.)

And the said Lessee covenants with the Lessor to pay said yearly rent (for Year 1 of the term in the amount of \$34,999.92) in 12 equal monthly payments, the first month's payment of \$2,916.66 applicable to the **1st day of June, 2024**, which said sum has been paid and acknowledged herein. The last month's rent under the lease in the amount of \$3,094.28 is also being paid at the execution of this lease.

Due at lease signing is first month's rent, last month's rent and a security deposit as shown below.

First Month:	\$2,916.66
Last Month:	\$2,916.66
Security:	<u>\$2,916.66</u>
	\$8,749.98

Total Due at Lease Signing: **\$8,749.98**

PAYABLE TO:

**Roberto Sanchez, Trustee
P O BOX 414586
MIAMI BEACH, FL 33141**

PAYMENTS NOT RECEIVED BY THE 5th OF EVERY MONTH
WILL BE CHARGE A LATE FEE OF 5 % PER MONTH AND
MUST BE INCLUDED IN THE CURRENT MONTH RENT.

AND THE LESSEE hereby covenants and agree that the premises may be used by Lessee as a Career Source office and other related purposes. Lessee shall not use the premises in violation of any valid regulation of any government body, nor in any manner to create a nuisance or trespass, nor in any manner to cancel the insurance or increase the rate of insurance on the premises. Lessor represents and warrants to Lessee that the premises are zoned for the Lessee intended uses.

AND THE LESSEE shall permit the Lessor and the agents and employees of the Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same without any liability to Lessor for any loss of occupation or quiet enjoyment of the premises thereby occasioned and shall permit Lessor and Lessor's agents and employees, at any time within the last 30 days prior to the expiration of this lease and any renewal thereof to place on the demised premises any usual or ordinary signs and exhibit the premises to prospective tenants at reasonable hours. Lessor shall provide Lessee with reasonable, advance notice of any planned entry upon the premises, and shall not unreasonably interfere with the conduct of Lessee's business from the premises. Except in the event of an emergency, the condominium association shall be able to enter the premises when any need arises and shall have a key in their possession.

AND THE LESSEE, to the extent permitted by Florida law and subject to the terms of this provision, will defend, hold harmless and indemnify the Lessor from any judgment, claim, demand, financial loss or expense (including attorney fees) arising out of, or a result of, the negligent act or omission of Lessee or the Lessee's invitees, or anyone under Lessee's control or acting as Lessee's agent, servant or contractor to the extent that liability, loss, claim, damage or expense is not covered by proceeds of insurance, actually received by Lessor. Notwithstanding anything contained in this Lease to the contrary, nothing herein shall be deemed a waiver of immunity or limits of liability of Lessee, including its directors, officers, agents, employees, and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted pursuant to Section 768.28, Florida Statutes or other applicable statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against Lessee which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. It is specifically acknowledged that Lessee's liability under any terms, conditions, or provisions of this lease shall only be to the extent Lessee would be liable under statutory limited waiver of immunity or limits of liability that have been adopted in Section 768.28, Florida Statutes, or other applicable statute.

AND THE LESSEE hereby agrees to carry liability insurance in the amount of \$500,000.00 and include the lessor as an additional insured.

AND THE LESSEE shall pay for the following utility services to the premises directly to the utility provider as needed by Lessee: electric service, internet and/or phone. Lessor shall be responsible for the provision of water/sewer services, which are included in the rent. Lessor, at its expense, shall maintain and repair the premises, except repairs necessitated by the negligent act or omission of Lessee, which shall be promptly repaired by Lessee at its sole cost and expense and to the satisfaction of Lessor, to the extent not covered by proceeds of insurance carried by Lessor actually received by Lessor. Lessor shall have no duty to maintain or repair any of Lessee's furniture, fixtures, equipment, or other personal property of Lessee.

Prior to the commencement of this lease, Lessor, at Lessor's expense, will place new carpeting reasonably acceptable to Lessee in the office, replace the stained ceiling tiles and paint the room identified by Lessee.

AND THE LESSEE hereby agrees that if the premises are substantially destroyed by fire, flooding, windstorm, or other casualty, this lease shall terminate immediately and the parties shall have no further obligation to continue the lease.

If the leased premises are partially damaged and repairs can be promptly made within 120 days or less, the lease term and duty to pay rent shall be suspended, Lessor shall make repairs. And, on completion of same, the lease suspension shall cease and Lessee shall reoccupy the premises and initiate the rental payment, pro-rated on a daily basis for the number of days remaining in the month when suspension of payment ceased.

AND THE LESSEE hereby agrees that he may not without the prior written consent of the Lessor, assign or sublet this lease or apportion thereof, said request may not be unreasonable withheld.

AND THE LESSEE hereby agrees that Lessor shall be responsible for maintaining the common areas and landscaped and parking facilities appurtenant to the leased premises.

Notwithstanding anything contained in this lease to the contrary, Lessee's performance and obligations under this Lease are expressly contingent upon an annual appropriation from the State of Florida and the federal government. Lessee has final authority as to what constitutes an "annual appropriation" of funds. The lack of annual appropriation or availability of funds shall not constitute a default by Lessee. If the State of Florida or the federal government fail to appropriate sufficient annual funding to enable Lessee to continue its obligations hereunder, Lessee may terminate this Lease without penalty to Lessee by providing Landlord with six (6) months prior written notice of the termination date together with written documentation of the failure of the appropriations. Upon such termination the Lease shall be treated as if expired by the effluxion of time, and Lessee shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder, including, without limitation, any future payment obligations relating to rent and other sums due hereunder.

Lessor is responsible for all brokerage commissions or fees relating to this lease.

NOTICES under this lease shall not be deemed valid unless given or served in writing and forwarded by hand delivery, email, mail with postage prepaid or commercial courier (such as FedEx or UPS), addressed as follows:

Lessor:

C/O Roberto Sanchez
P.O. Box 414586
Miami Beach, FL 33141
Email: _____

Lessee:

Southwest Florida Workforce Development Board, Inc.
d/b/a CareerSource Southwest Florida
Attn: Peg Elmore, President/CEO
6800 Shoppes at Plantation, Suite 170
Fort Myers, FL 33912
Email: pelmore@careersourcesouthwestflorida.com

With a copy to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Email: gurbancic@cyklawfirm.com

AND THE LESSEE hereby agrees that the lease shall be governed by the laws of the State of Florida and

shall not be modified or amended in any manner whatsoever except by written instrument signed by the Lessor and Lessee. In the event of any litigation by any party to enforce or defend its right and duties under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

This agreement represents the entire agreement of the parties and all representations, understandings, negotiations and statements exchanged by the parties are merged into and shall be superseded by terms conditions set forth herein. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendments.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day year first above written.

Signature

By _____
Lessor:
Roberto Sanchez, Trustee

Date _____

Printed Name

Signature

By _____ Date _____
Lessee:
Southwest Florida Workforce Development Board, Inc
d/b/a Career Source Southwest Florida
Signed by: Peg Elmore, President CEO

Printed Name