

**LEASE AGREEMENT BETWEEN
THE LANTANA HISTORICAL SOCIETY INC.
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR THE USE OF OFFICE IN THE 1929 BUILDING ON THE LANTANA ELEMENTARY
SCHOOL SITE**

This Lease Agreement is made this _____ day of _____, 2005, between the Lantana Historical Society Inc., a Florida non-profit corporation, ("Lessee") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Lessor").

WITNESSETH

WHEREAS, the Lessor owns certain real property and improvements, located between West Ocean Avenue and West Mango Street adjacent directly to the east of the current Lantana Elementary School site, at which the Lantana Elementary School was formerly operated and which is known as the "1929 Building site" and is hereinafter referred to as the "Site"; and

WHEREAS, the Site, which is approximately 175 feet by 75 feet, is used by the Board to operate its Multicultural Education Program (the "Program") which Program occupies the rooms and offices within the building on the Site known as and hereinafter referred to as the "1929 Building"; and

WHEREAS, the Lessee desires to use the 10 feet by 18 feet office located on the east side of the 1929 Building, said office being hereinafter referred to as the "Premises".

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Lease of the Premises.

The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee, hereby leases to the Lessee and the Lessee does

hereby lease from the Lessor the Premises under the terms, conditions and provisions provided herein.

3. Term and Availability.

The term of this Lease Agreement will be from March 1, 2006 to February 28, 2007 ("Lease Term"). The Premises shall only be available to the Lessee during the Lease Term during the days and times that the 1929 Building is opened by the Lessor, at Lessor's sole discretion, as detailed in paragraph 5. below. Those days and times, subject to change, will generally be from 8 a.m. until 5 p.m. on Mondays through Fridays. The Lease Term shall be automatically renewed for four (4) additional one (1) year terms (each hereinafter referred to as a "Renewal Term"), from March 1 of each successive year to the last day of February of each successive year, unless either party provides a written notice of non-renewal to the other party prior to February 1 of any year.

4. Rent.

The Lessee agrees to pay to the Lessor as "rent", the sum of One Dollar (\$1.00) per year.

5. Use of the Site, the 1929 Building and the Premises.

A. The Lessee hereby acknowledges that the Site is used by the Lessor for the Program, which includes accommodating the staff, clients, equipment and other materials associated with operation of the Program. Lessee covenants and agrees to use its best efforts not to adversely interfere with Lessor's operation of the Program. Lessee acknowledges further that the 1929 Building will only be accessible during the days and times that Lessor, at Lessor's discretion, opens the 1929 Building in connection with the operations of the Program and that the parking on the Site is very limited. Therefore, Lessee's use of the Site shall be limited to use, by the President of the Lessee or his designee, of only the Premises and a maximum of one (1) parking space. The Premises shall be occupied and used solely for purposes associated with the mission of the Lessee, and not for any other public, nonprofit use nor for any commercial-for-profit uses or operations. None of the Site's parking areas shall be available for use by any other of Lessee's officers, members, patrons or guests. Notwithstanding the foregoing, the occasional use of the Premises by Board members of the Lessee in addition to the President of Lessee shall be allowed. In addition, notwithstanding the foregoing, the occasional use by Lessee of a conference room may be agreed upon by the Director of the Program, in the Director's sole discretion. However, these said uses of a conference room or the Premises shall not imply or allow use of any

of the Site's parking areas. Therefore, if the Lessee desires the additional use of the Site's parking areas, such use must also be agreed upon by the Director of the Program, in the Director's sole discretion.

B. Lessee desires to improve the Premises to represent a historical replica of the 1930's principal's office and to serve as a museum/archive of the old schoolhouse containing artifacts, memorabilia and displays. Additionally, Lessee desires to decorate the hall of the 1929 Building with reproductions and copies of miscellaneous historical items and pictures. Lessee shall be allowed to improve the Premises and decorate the hall as so described; provided, however, that any such improvements and/or decorations: (1) are approved by the Director of the Program, in the Director's sole discretion, and (2) shall be subject to removal by Lessee if so notified by Lessor at the sole discretion of Lessor. As described in paragraphs 5.D. and 10. of this Lease Agreement, any such improvements, artifacts, memorabilia, displays, items, pictures, decorations and materials, whether owned by Lessee or others, shall be at the sole risk of Lessee and Lessor shall not be liable under any circumstances for any damage thereto or theft thereof.

C. In the event Lessee desires to use the Site in a manner and at times other than as set forth in paragraphs 3., 5.A. and 5.B. above, such use may be allowed by the Director of the Program subject to a separate lease agreement between the parties pursuant to School Board Policy 7.18, *Community Use of School Facilities*, including the payment of all applicable fees and costs, and such use is not contemplated in this Lease Agreement.

D. Lessee shall insure, hold harmless, and indemnify Lessor as set forth in paragraph 10. of this Lease Agreement including, but not limited to, any and all claims and damages related to its use and occupancy of the Site and Premises, operations, hiring practices, safety practices, compliance, standards, and practices.

E. Lessee in its use of the Site and Premises shall comply with all current School District of Palm Beach County's Policies including policies, which prohibit use, or storage of alcohol, drugs, and firearms. A copy of said policies are incorporated herein by reference and may be viewed at www.palmbeach.k12.fl.us/policies. It shall be Lessee's responsibility to comply with all School Board policies as they may be modified from time to time during the Lease Term.

F. The following activities shall be strictly prohibited and failure of Lessee to comply shall be grounds for termination of this Lease Agreement:

- i. Discrimination against any person on the basis of race, religion, national origin, age, sex or sexual orientation unless specifically exempted from compliance herewith by Federal law or Federal regulation

- ii. Any activity in which open flames are used.
- iii. Any activity involving the use of fireworks or explosives of any nature.
- iv. Possession, sale, use or consumption of intoxicating beverages.
- v. Smoking inside any building.
- vi. Selling or serving food unless prepared in the school kitchen under the supervision of the school cafeteria or prepared in commercial conditions approved by the health department.

6. Site Visits by Students.

To further its mission as a historical organization, Lessee desires that Palm Beach County School District students have the opportunity to experience the improvements and other items described in paragraph 5.B. of this Lease Agreement. Therefore, Lessee desires to conduct tours of the Premises and the 1929 Building hall that will be attended by Palm Beach County School District students. Lessee shall be allowed to conduct such tours as may be agreed upon by the Director of the Program, in the Director's sole discretion. In connection with planning any such tour, Lessee must make all preparations with respect to the travel arrangements and the parking necessary to accommodate the students.

7. Intentionally Omitted

8. Maintenance, Repairs, Alterations and Additions.

A. Lessee shall not be permitted to alter the Site or Premises, except as described in paragraph 5.B. above. Lessee acknowledges that the Site and the Premises are being leased in an "AS IS" condition, without any warranties or representations of any nature regarding the Premises, including but not limited to, warranties or representations relating to the physical condition of the Site, the Premises or any improvements located therein, or the suitability of the Site, the Premises or any improvements for Lessee's intended use.

B. Lessee shall immediately notify Lessor of any and all repairs necessary to keep and maintain the Premises in good order and repair, and in a clean, safe and healthy condition. Any damage to the Site and/or Premises caused by Lessee, shall be repaired by Lessor and the cost shall be paid for by Lessee, on demand, as additional rent. All maintenance and repairs shall be undertaken at the sole discretion of Lessor. Lessor, or any of Lessor's agents, shall have the right to enter the Premises during all reasonable hours to undertake such maintenance, and to make such repairs, additions, and alterations as may be necessary.

C. Lessee shall deliver and surrender to Lessor possession of the Premises upon the expiration of this Lease, or its earlier termination under the terms hereof. The Premises is to be in as good a condition and repair at the time of such surrender as at the commencement of the term hereof. Any property of Lessee remaining on the Site and/or the Premises upon expiration of this Lease, or its earlier termination under the terms hereof, shall be deemed abandoned by Lessee and Lessor shall have the right to dispose of and/or store said property as it deems expedient in its sole discretion, the cost thereof to be charged to Lessee.

D. Lessor shall pay for all water, electric, sanitation, and sewer services for the Site. Lessor shall not be liable to Lessee for any interruptions of utility services for the Premises.

E. Lessee agrees, at its own cost and expense, throughout the term of this Lease, to comply promptly with all orders, rules, regulations and requirements of every kind and nature relating to compliance with the use or occupancy of the Premises, now or hereafter in force and effect, of federal, state, municipal, School Board or other governmental authorities.

9. Default and Remedies/Termination.

A. If Lessee defaults (a) in the payment of rent, or any other item to be paid by Lessee hereunder; or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured within ten (10) days after receipt of written notice thereof by Lessor to Lessee or in the event that such default cannot reasonably be cured within such ten (10) day period where Lessee has not commenced and is diligently pursuing the cure of such default; Lessor may (i) re-enter and take possession of the Premises for the Lessee's account; (ii) terminate this Lease Agreement and recover the unpaid rents then due; or (iii) recover damages incurred as a result of Lessee's breach. Lessor's rights and remedies created by this Lease Agreement are cumulative, and are not intended to be exclusive. In the event that the Premises are unavailable for use by Lessee for any reason whatsoever, including but not limited to the need for unscheduled maintenance, emergency repairs or the occurrence any force majeure event, Lessor shall have no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by Lessee, other than to refund to Lessee any rent paid in advance.

B. Notwithstanding any provision of this Lease Agreement to the contrary, this Lease Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

10. Indemnification/Hold Harmless Agreement.

Lessee shall, in addition to any other obligation to indemnify the Lessor and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Lessor, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury or damage to or loss or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Lessee, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Lessee or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Lessee under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Lessor to enforce this Agreement shall be borne by Lessee. Lessee recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This paragraph will survive the termination of this Agreement.

11. Insurance.

Lessee must supply Lessor with a Certificate of Insurance for Comprehensive General Liability in an amount of no less than \$1,000,000 per occurrence for both personal injury and property damage, naming Lessor as an additional insured. Such Certificate shall provide written notice to Lessor thirty days prior to any cancellation of said insurance. Receipt of such notice shall be considered grounds for immediate termination of this Lease Agreement. Lessee shall purchase from and maintain coverage from a company or companies lawfully authorized to do business in the State of Florida and rated "B+" or better in Best's Insurance Guide.

12. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

To Lessee:

Jack Carpenter
President
Lantana Historical Society, Inc.
1109 W. Drew Street
Lantana, Florida 33462

To Lessor:

School District of Palm Beach County
Director, Real Estate Services Department
3318 Forest Hill Boulevard
West Palm Beach, Florida 33406-5813

With a copy to:

School District of Palm Beach County
Migrant Services Manager
Multicultural Education Program
702 West Ocean Avenue
Lantana, FL 33462

13. Governing Law and Venue.

This Lease Agreement shall be construed by and governed by the laws of the State of Florida. All legal action necessary to enforce the Lease Agreement will be in Palm Beach County.

14. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease Agreement.

15. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

16. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

17. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

18. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

19. Waiver.

No waiver of any provision of this Lease Agreement shall be effective against any party hereto unless it 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.

20. Construction.

Neither party shall be considered the author of this Lease Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

21. Recording.

This Lease Agreement may not be recorded.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

LANTANA HISTORICAL SOCIETY INC.

**SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA**

By: _____
_____, President

By: _____
Thomas E. Lynch, Chairman

ATTEST:

ATTEST:

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date: _____

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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LEGAL SUFFICIENCY**

Society Attorney

School Board Attorney