



JAYER WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W. D. "DON" SALTER, District 3  
ROB WILLIAMSON, District 4  
R. LANE LYNCHARD, District

# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592



TONY GOMILLION, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Tony Gomillion, County Administrator

**DATE:** March 17, 2016

**SUBJECT:** Navarre Beach Area Chamber Lease

### DISCUSSION

Discussion of the 2 year lease with the Navarre Beach Area Chamber of Commerce for the ongoing utilization of space in the Visitors Information Center.

### BACKGROUND

The Navarre Beach Area Chamber has used space in the Visitor's Information Center since March 2010. Tourist Development Office staff has met with the Chamber leadership and determined that the referenced lease agreement is consistent with the current plans for the use of this space.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, A.D., between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, and **NAVARRE BEACH AREA CHAMBER OF COMMERCE**, a non-profit organization, hereinafter referred to as the Lessee, whose Federal Identification Number (F.E.I.D.) is \_\_\_\_\_,

### WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Navarre, Florida, Santa Rosa County, described as follows:

A portion of the premises located at 8543 Navarre Parkway, Navarre, Florida 32566 (hereinafter referred to as the "Visitor Information Center") which includes three office spaces for a total of 415 square feet and use of shared space of Conference Room, Kitchen, Break Room, Lobby Area, bathrooms, Storage.

1. **TERM:** The term hereof shall be two years, commencing on the 1<sup>st</sup> day of April, 2016, to and including the 31<sup>st</sup> day of March, 2018. This agreement may be extended for additional one (1) year periods upon the agreement of both parties. This agreement can be terminated by either party upon written ninety (90) day notice.
2. **RENT:** The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay \$18 per square foot for 415 square feet for a total of \$7,470.00 annually. Payable at the rate of \$622.50 per month with a rate increase of \$.50 per square foot commencing on \_\_\_\_\_, 2018. The rent shall be paid to the Lessor at:  
  
**Santa Rosa County  
6495 Caroline St., Suite B  
Milton, FL 32570**
3. **MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are to be leased in good condition, and will be in good order and repair. No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens. Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Janitorial service will be provided by the Lessor.
4. **UTILITIES:** The Lessee shall pay half of the electric bill on the facility and half of the electric bill on the digital sign for which 50% of the digital display time will be allocated to Lessee. Water and sewer service will be provided by Lessor. Lessee shall be responsible for their own telephone and internet costs.
5. **LESSEE'S INSURANCE:** Lessee, at their expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$500,000 minimum coverage. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require ten (10) days written notice to Lessor prior to cancellation or material change of coverage. Lessee shall also be responsible for insuring its own contents, equipment and furniture.
6. **EXPIRATION OF TERM:** At the expiration of the term, the Lessee will peaceably yield up to the Lessors the demised premises. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, providing the Lessee restores the premises to as good a state of repair as they were prior to the removal.
7. **SUBLETTING AND ASSIGNMENT:** The Lessee may not assign its interest in this lease.
8. **WAIVER OF DEFAULTS:** The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

- 9. RIGHT OF LESSOR TO INSPECT:** The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as it is required to make under the terms of this lease.
- 10. BREACH OF COVENANT:** These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, repossess the same as of its former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed guilty of any manner of trespass and thereupon this lease shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.
- 11. USE OF PREMISES:** The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.
- 12. QUIET ENJOYMENT:** Lessor agrees that upon the payment of the rent and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee may peaceably hold and enjoy the demised premises and the appurtenant facilities, rights, licenses and privileges granted hereunder without let or hindrance by any person or party whatsoever. Lessor further agrees that it will procure and deliver to Lessee the written acknowledgment or any mortgagee or Lessor agreeing that so long as Lessee shall not be in default in the performance of the provisions of this lease, Lessee shall peaceably hold and enjoy the leased premises irrespective of whether or not the mortgagee may foreclose upon its mortgage or may take possession of the leased premises as a mortgagee in possession.
- 13. NOTICES AND INVOICES:** Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid to Lessee at the premises, or Lessor at the address shown below.

**Santa Rosa County  
6495 Caroline Street  
Milton, FL 32570**

**14. DEFINITION OF TERMS:**

- (a) The terms "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns of the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

**LESSOR:  
SANTA ROSA COUNTY**

By: \_\_\_\_\_  
LANE LYNCHARD, Chairman

Attest: \_\_\_\_\_  
Donald C. Spencer, Clerk

**LESSEE:  
NAVARRE BEACH AREA  
CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnesses:

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_