

**OFFICE LEASE AGREEMENT BETWEEN CHARLOTTE COUNTY
AND DENISE GRIMSLEY**

This lease agreement (hereinafter "lease" or "lease agreement") is made and entered into on the _____ day of _____, 2016, between CHARLOTTE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "LESSOR"), 18500 Murdock Circle, Port Charlotte, Florida 33948, and Denise Grimsley, (hereinafter referred to as "LESSEE"), having her principal place of business at the Florida Senate, 306 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100, with a Satellite Office at 410 Taylor Street, Punta Gorda, Florida 33950.

SECTION ONE
DESCRIPTION OF PREMISES

1.01 LESSOR leases to LESSEE an office suite located within the Charlotte County South County Annex Building at 410 Taylor Street, Punta Gorda, Florida 33950, (hereinafter the "premises") comprised of approximately 796 square feet and shown on the floor plan attached hereto and incorporated herein as Exhibit A.

SECTION TWO
TERM

2.01 The term of this lease agreement shall begin on January 1, 2017, and terminate at midnight on December 31, 2018. LESSEE shall have the option of renewing this Lease for one (1) additional term of two (2) years, upon written approval of such renewal by the parties, for a total potential term of four (4) years.

SECTION THREE
RENT

3.01 LESSEE shall pay LESSOR the amount of Two Hundred Fifty Dollars (\$250.00) each month, beginning January 1, 2017, with succeeding payments due on the first day of each subsequent month during the term of the lease agreement. LESSEE, with the permission of LESSOR, may elect to pay rent quarterly (every three months).

3.02 The total rent under this lease agreement is Six Thousand Dollars (\$6,000.00) for the entire term of approximately twenty-four (24) months.

SECTION FOUR
USE OF PREMISES

4.01 The premises are to be used for the purposes of office space. LESSEE shall restrict its use to such purposes, and shall not use or permit the use of the

premises for any other purpose without the prior, express, and written consent of LESSOR, or LESSOR's authorized agent. Regarding areas that are not part of the Leased Premises, LESSEE shall be able to use these "Common Areas" for reasonable use associated with leasing the Leased Premises. The Common Areas shall include, but are not limited to, parking lot and sidewalks.

SECTION FIVE **UTILITIES**

5.01 LESSOR shall provide electricity, water and sewer utilities to the premises for the term of this lease agreement, but LESSEE shall be responsible for the costs of her own telephone, data transmission and Internet services.

SECTION SIX **REPAIRS AND MAINTENANCE**

6.01 LESSEE shall cooperate with LESSOR to maintain the premises and keep them in good repair by notifying LESSOR of any maintenance deficiencies or needed repairs to the premises. LESSEE shall maintain the premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris, or of anything that is unsightly or which creates a fire hazard, or nuisance, or causes inconvenience to adjoining offices or exterior property. LESSEE shall keep all merchandise, boxes, furniture, etc., upon the premises and LESSEE will keep the exterior free from all merchandise, boxes, refuse and debris at all times. LESSEE shall not allow storage or use of property, equipment, vehicles, etc., not associated with the operation of the LESSEE'S business. There shall be no living quarters, nor shall anyone be permitted to live or cook within the premises, or store personal property on the premises.

SECTION SEVEN **DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES**

7.01 LESSOR represents that the premises are in fit condition for use by LESSEE, are in a good state of repair and in a clean, sanitary condition.

7.02 LESSEE shall surrender the premises at the end of the lease term, or any renewal of such term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear, and excepting any damage by acts of God, including fires and storms. Before delivery, LESSEE shall remove any business signs placed on the premises by LESSEE and restore the portion of the premises on which they were placed in the same condition as when received.

SECTION EIGHT
FIXTURES AND FURNISHINGS

8.01 LESSEE is not making any modifications to the demised premises that would be considered business fixtures.

8.02 LESSEE is providing her own furnishings to the office space and will remove the same upon termination of the lease.

8.03 Notwithstanding the foregoing, Landlord acknowledges that any property located on the Premises owned by or leased by the State of Florida or the Florida Senate shall remain the property of, and shall be returned to, the State of Florida or the Florida Senate. In the event that Landlord comes into possession of such property, Landlord agrees to send a certified letter, return receipt requested, within seven (7) days of coming into possession of such property, to the Office of the Speaker, Florida State Senate, informing him or her that the Landlord is in possession of such property and requesting that the State of Florida or the Florida State Senate retrieve such property. LESSEE shall be responsible for all reasonable expenses incurred by LESSOR in storing such property and providing such notice.

SECTION NINE
PARTIAL DESTRUCTION OF PREMISES

9.01 Partial destruction of the premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the premises are partially destroyed during the term of this lease agreement, LESSOR shall repair them when such repairs can be made in conformity with governmental laws and regulations, as soon as practicable.

SECTION TEN
ENTRY ON PREMISES BY LESSOR

10.01 LESSOR reserves the right to enter the premises at reasonable times to inspect them, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the premises are located, and LESSEE shall permit LESSOR to do so.

10.02 LESSOR may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to LESSEE for disturbance of quiet enjoyment of the demised premises, or loss of occupation of the demised premises.

10.03 LESSOR and its Board of County Commissioners may use the premises to meet with constituents upon prior advanced coordination with LESSEE.

SECTION ELEVEN
SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE

11.01 LESSEE shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of LESSOR. All signs are subject to the approval of LESSOR, and such signs shall be in conformity with the local code requirements and custom, and shall not conflict with the architecture of the building. The windows of the leased premises shall not be utilized for placement of signs, however, this shall not prohibit customary and normal use of said windows.

11.02 LESSEE shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of LESSOR, are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements, or decorations within five (5) days after receiving written notice from LESSOR to remove them, LESSOR reserves the right to enter the premises and remove them at the expense of LESSEE.

SECTION TWELVE
INDEMNIFICATION

12.01 For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, LESSEE agrees, to the extent provided by law, that it will indemnify and hold harmless LESSOR from any and all liability, claims, damages, losses, costs, proceedings and causes of action of any kind and nature arising out of or connected with the use, occupation, management or control of the leased premises herein provided for, including the parking lot areas, or any improvements thereto or any furniture, furnishings, equipment and fixtures used in connection with said leased premises. Nothing contained herein shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other agreement.

SECTION THIRTEEN
LIABILITY INSURANCE

13.01 LESSEE shall procure and maintain in force, at its expense, during the term of this lease agreement and any extension of such term, appropriate limits of public liability insurance to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the demised premises for each person injured, each accident, and for property damage. The insurance policies shall provide coverage for contingent liability of LESSOR on any claims or losses. Copies of such insurance policies shall be delivered to LESSOR for safekeeping. LESSEE shall obtain a written obligation from the insurers to notify LESSOR in writing at least thirty (30) days prior to cancellation or refusal to renew any policy.

SECTION FOURTEEN
ASSIGNMENT, SUBLEASE, OR LICENSE

14.01 LESSEE shall not assign or sublease the premises, or any right or privilege connected with the demised premises, or allow any other person except agents, employees, or volunteers of LESSEE to occupy the premises, or any part of the demised premises, without first obtaining the written consent of LESSOR.

14.02 Any unauthorized assignment, sublease, or license to occupy by LESSEE shall be void and shall terminate this lease agreement at the option of LESSOR.

14.03 The interest of LESSEE in this lease agreement is not assignable by operation of law without the written consent of LESSOR.

SECTION FIFTEEN
TERMINATION

15.01 Either party may terminate this lease agreement without penalty upon giving sixty (60) days written notice of termination to the other party.

SECTION SIXTEEN
WAIVERS

16.01 Waiver by LESSOR of any breach of any covenant or duty of LESSEE under this lease is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty.

SECTION SEVENTEEN
GOVERNING LAW

17.01 This lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida and Charlotte County. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this lease agreement, the venue for such litigation shall be in Charlotte County, Florida.

SECTION EIGHTEEN
NOTICES

18.01 In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to LESSOR:

County Administrator
Charlotte County Administration Building
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

If to LESSEE:

The Honorable Denise Grimsley
The Florida Senate
306 Senate Office Building
404 South Monroe Street
Tallahassee, Florida 32399-1100

With a copy to:

The Honorable Denise Grimsley
The Florida Senate
Satellite Office
410 Taylor Street
Punta Gorda, Florida 33950

18.02 The address to which any notice, demand, or other writing may be given or made or sent to any party, as above provided, may be changed by written notice given by such party as above provided.

SECTION NINETEEN
ENTIRE AGREEMENT

19.01 This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION TWENTY
MODIFICATION OF AGREEMENT

20.01 Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TWENTY-ONE
EFFECTIVE DATE

21.01 This lease agreement shall become effective on the date the last party to this agreement executes the agreement.

IN WITNESS WHEREOF, each party hereto executes this agreement with full authority to do so and the intention to be bound by its terms, conditions and all requirements of law.

By: _____
Denise Grimsley

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Print Name: _____
Chairman

Date: _____

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR16-0664



Proposed Floor Plan