

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into in duplicate this ____ day of August, 2010, effective July 1, 2010, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, hereinafter referred to as the Lessor, and Take Stock in Children, a Florida not-for-profit corporation, hereinafter referred to as the Lessee.

W I T N E S S E T H:

That for and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Lessee to Lessor and for other valuable considerations, Lessor does hereby demise and lease unto Lessee and Lessee does hereby hire and let from Lessor that certain property commonly known as Building 14, Room 107, or other comparable space at Booker Middle School, situate in Sarasota County, Florida, hereinafter referred to as the Demised Premises.

1. TERM AND RENT. The term of this Lease shall be for a term commencing on July 1, 2010, and expiring June 30, 2011, unless otherwise terminated pursuant to the provisions of this Lease. Notwithstanding any other provision of this Lease, in the event Lessor sells or has contracted to sell the Demised Premises to a third party, Lessor may terminate this Lease by giving Lessee ninety (90) days written notice of termination. Lessee shall pay to Lessor rental in the sum of Two Hundred Twenty-Five Dollars (\$225.00) due on the first day of each month during the term of this Lease. Said rental payments shall be payable at 1960 Landings Boulevard, Sarasota, FL 34231, attention: Controller.

2. DEMISED PREMISES. Lessee will occupy the area commonly known as Building 14, Room 107, at the beginning of the term of this lease. If, at any time during the term of this Lease, Lessor, in its sole discretion, desires to use this space for its own purposes, the parties agree that Lessee will voluntarily relocate to other comparable space at Booker Middle School.

3. QUIET ENJOYMENT. Provided Lessee shall pay all rents as herein agreed and keep and perform all of the terms, covenants and conditions hereof, Lessee shall peaceably possess and quietly enjoy the Demised Premises without hindrance or interruption subject only to the terms hereof, reservations, restrictions and easements of record and applicable zoning and other governmental regulations.

4. USE OF PREMISES. Lessee shall use the Demised Premises solely for the purpose of office administration, and no other use shall be made without the prior express written consent of Lessor. Lessee has examined the Demised Premises and agrees that same is in good order and condition and agrees to accept same "as is." Lessee shall make no immoral, offensive or illegal use of the Demised Premises or do anything thereon deemed extra hazardous or which would cause insurance rates to increase. Lessee shall abide by all reasonable directions and requirements of any insurance company insuring the Demised Premises and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective

regulatory agencies having any jurisdiction over the Demised Premises. Lessee shall not commit or suffer any strip or waste in or about the Demised Premises.

5. SECURITY DEPOSIT. Lessee has previously deposited with the Lessor the sum of One Thousand Dollars (\$1,000.00), as security for the full and faithful performance by the Lessee of all the terms, covenants and conditions of this Lease. Provided that Lessee performs all terms and conditions of the Lease and the Lessee returns the Demised Premises in good order, reasonable wear and tear excepted, the Security Deposit shall be returned to the Lessee within fifteen (15) days of the expiration of this Lease and after delivery of the exclusive possession of the Premises to the Lessor. The Lessor shall have the right to apply any part of the deposit to cure any default of the Lessee, and if the Lessor does so, the Lessee shall, upon written demand, deposit with the Lessor the amount so applied to restore the security to the original sum deposited within five (5) days after receipt of demand thereof.

6. UTILITIES. In addition to the rent payment in paragraph 1 above, Lessee shall pay the sum of \$123.00 per month for water, electricity, gas, sewerage, garbage and trash collection, and all other public utilities used or furnished to the Demised Premises during the term hereof, including connection charges and deposits, if required, and for normal and reasonable janitorial services to be provided by Lessor. Notwithstanding the foregoing, Lessee shall be solely responsible for all telephone expenses.

7. PARKING. Lessee may utilize the common parking areas within Booker Middle School complex on a non-exclusive basis.

8. MAINTENANCE. Lessor shall keep buried conduits, the foundation, outer walls, roof, landscaping, parking lot and sidewalks, sprinkler system, and HVAC system of the Demised Premises in good repair, except that Lessor shall not be called upon to make any repairs occasioned by the negligence of Lessee, its agents, express or implied invitees, or employees. Lessee shall keep the inside of the Demised Premises in good order, condition and repair and shall also keep the Demised Premises in a clean, sanitary and safe condition in accordance with law and in accordance with rules and regulations promulgated by Lessor from time to time in accordance with all directions rules and regulations of governmental agencies having jurisdiction. The plumbing facilities shall not be used for any other purposes than that for which they were constructed, and no foreign substances of any kind shall be disposed therein. The expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by Lessee. In the event Lessor pays any monies required to be paid by Lessee hereunder, Lessor shall demand repayment within ten (10) days of receipt of written demand. Lessee's failure to make such payment within the ten day period shall constitute a default under the terms of this lease.

9. LIABILITY INSURANCE AND INDEMNIFICATION. Lessor shall not be liable to Lessee or to any other person or persons for any damage to property or injury to persons occurring upon the Demised Premises from any cause whatsoever, including, but not limited to, act of God, fire, water, defects in the Demised Premises or otherwise. Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every

kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management, maintenance or control of the Demised Premises or any portion thereof, or arising out of or in any connected with any act or omission of the Lessee, or any of Lessee's invitees, licensees, agents or representatives and their respective successors and assigns, or anyone claiming by, through, under or against Lessee, or resulting from any breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of the Lessee to be kept and performed resulting in loss of life or injury to any person or persons or damage to any property. Lessee shall pay the expense of Lessor's defense of any and all actions, suits or proceedings which may be brought against Lessor, or in which the Lessor may be impleaded or joined with others, and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against Lessee or Lessor in any such action or proceedings.

Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of Lessor or to affect, limit or reduce the protection afforded Lessor under the provisions of Section 768.28, Florida Statutes, or to protect Lessee from liability for any deliberate willful or malicious act of Lessee.

10. LIABILITY INSURANCE. Lessee shall carry general liability insurance protecting and insuring Lessor and Lessee from and against any liability, claim, loss, damage or expense arising out of any of the foregoing acts or omissions as set forth in paragraph 8. The liability insurance coverage shall be in the amounts not less than \$300,000.00, combined single limit per occurrence and \$300,000.00 aggregate, covering all activities under this Lease.

11. TAXES. Lessee agrees to assume all responsibility for liabilities that accrue to the Demised Premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Demised Premises during this Lease. Lessee shall pay all occupational licenses, personal property taxes or other obligations attributable to the operation of Lessee's business on the Demised Premises.

12. FIRE INSURANCE. Lessee shall keep the improvement now or hereafter located on the Demised Premises, together with all fixtures situate therein, insured against loss or damage by fire, water, windstorm, or loss from all other occurrences which could be insured against by "extended coverage" and "additional extended coverage" as may now be available and issued by insurance companies authorized to do business in the State of Florida, for 100% of the full replacement value thereof, said insurance to be issued by an insurance company or companies authorized to do business in the State of Florida satisfactory to Lessor. Any proceeds payable from any fire or casualty insurance shall be payable to Lessor and made available by Lessor to Lessee for use in reconstructing or repairing the damage sustained to any of the permanent improvements on the Demised Premises.

13. REMOVAL OF IMPROVEMENTS BY LESSEE. All improvements heretofore or hereafter made to the Demised Premises by Lessee and all fixtures of whatsoever kind and nature as shall be fastened to the Demised Premises by Lessee shall be deemed to become a part of the Demised Premises upon the termination of this Lease and shall not be removed by Lessee

without the prior express written consent of the Lessor. Lessee further agrees that upon the termination of this Lease, either by the expiration of its term or otherwise, Lessee will quit the possession thereof and leave the premises in good, usable condition, equal at least to the same condition as existing at the commencement of the term of this Lease, reasonable wear and tear excepted.

14. DESTRUCTION OF PREMISES. In the event of the total destruction of the improvements on the Demised Premises by fire or otherwise, or such substantial partial destruction thereof as will cause the entire Demised Premises to be unfit for the aforesaid use, this Lease, at Lessee's sole option, shall terminate and the rights of all parties hereunder shall cease (except such rights and liabilities as may have accrued to the time of such destruction) or Lessee shall have the right to rebuild such improvements and to continue its occupancy and usage of the Demised Premises under the terms of this Lease.

15. DEFAULT. In the event Lessee defaults in the payment of rent, fails to perform any of the covenants or obligations contained herein, or otherwise breaches this Lease Agreement, Lessor shall be entitled to pursue all available remedies pursuant to Chapter 83, Florida Statutes, including termination.

16. WAIVER OF DEFAULT. No waiver of any breach of any of the terms, covenants and conditions hereof shall be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant or condition hereof.

17. CORRECTION OF DEFAULTS. If Lessee defaults in any of the terms, covenants and conditions hereof, Lessor may perform the same or procure the performance thereof without waiving or affecting the option to terminate the term hereof or waiving said default or waiving any rights hereunder, and all payment or payments or expenditures made by Lessor in so doing shall be charged to Lessee, shall become immediately due and payable and shall bear interest at the rate of 12% per annum from the date of disbursement by Lessor until pay by Lessee.

18. IDENTITY OF INTEREST. The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between Lessor and Lessee, the relationship of principal and agent or of a partnership or of a joint venture and the relationship between the parties hereto shall always be and remain that of Lessor and Lessee.

19. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned in whole or in part and no portion of the Demised Premises shall be sublet without the prior written consent of Lessor and any attempted assignment of this Lease or subletting of any of the Demised Premises without such written consent shall be void.

20. ACCESS TO PREMISES BY LESSOR. The Lessor or any of Lessor's agents shall have free access to the Demised Premises and all parts thereof at all reasonable times for the purpose of examining same and to make such repairs as Lessor deems advisable.

21. NOTICES. Any notice given or required to be given in connection with this Lease shall be mailed postage prepaid to Lessor at 1960 Landings Boulevard, Sarasota, FL 34231, attention: Superintendent, and to Lessee at 3932 Swift Road, Sarasota, FL 34231, attention: Controller, or to such other address as either party may hereafter direct in writing.

22. PARAGRAPH TITLES. Paragraph titles used herein are solely for convenience and are not to be used in interpreting particular provisions hereof.

23. MISCELLANEOUS PROVISIONS AND DEFINITIONS. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their respective successors and assigns. The term “Lessee” and “Lessor” shall include all parties so designated herein, their respective successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease and all instruments or documents relating to same and all references herein shall be construed under Florida law.

24. RADON NOTIFICATION. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon testing may be obtained from your Count Public Health Unit.

25. BACKGROUND CHECKS. Lessee shall insure that prior to any of its employees or agents using the Demised Premises or otherwise going on to school grounds while students are present, such employees or agents will be fingerprinted and have his or her background checked as provided in by Florida law. Lessee will coordinate with the Board to arrange a mutually convenient time for the Board to conduct the fingerprinting, at the Lessee’s expense. The Board has the right to refuse entry on to its property, including the Demised Premises, to any individual whose background check does not meet the requirements established by the Board pursuant to Florida law.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their respective undersigned officials as of the date hereinabove set forth.

School Board of Sarasota County

BY: _____
Shirley Brown, Chairperson

Approved for Legal Content
July 30, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

TAKE STOCK IN CHILDREN

BY: _____