

LEASE AGREEMENT FOR USE OF REAL PROPERTY

THIS AGREEMENT, made this first day of August 2010 by and between the Boys & Girls Clubs of Volusia/Flagler Counties, hereinafter referred to as the "LESSEE" and Flagler County Public Schools, hereinafter referred to as the "LESSOR".

WHEREAS, the Lessor is the owner of the property known as Rymfire Elementary School, located at 1425 Rymfire Drive, Palm Coast, Florida 32164.

WHEREAS, the Lessee desires to lease from the Lessor the building known as "Art Room" subject to certain stipulated terms and conditions.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the parties hereto mutually agree as follows:

1. The Lessor does hereby lease to Lessee that certain property hereinafter called the "leased premises" constituting the property situated at 1425 Rymfire Drive, Palm Coast, Florida known as the Art Room, to be used exclusively to operate Lessee's Boys & Girls Club. Any facilities constructed or placed on the leased premises shall have the prior written approval of the Lessor. The Lessor shall not unduly withhold approval past a reasonable time for properly submitted requests from the Lessee.
2. The term for which the Lessor leases said premises is (1) one year beginning August 1, 2010, at an annual rental rate of \$1.00 per year to Lessee.
3. The Lessee hereby agrees to operate an after school program August through May for the year of this lease agreement on Monday through Friday from the hours of 2:00 p.m. until 7:00 p.m. and operate a summer program the year of this lease agreement on Monday through Friday 8:00 a.m. until 6:00 p.m. for elementary aged students. Membership dues will be charged with no one turned away due to their inability to pay pending the request and completion of a scholarship application and the availability of membership slots. Hours may vary due to daylight savings time and school release days.
4. The Lessee's Club will operate approximately 48 weeks per year and close for (10) ten designated holidays. At the end of the summer program the Club will close for (2) two weeks for clean up, inventory and staff training. Additionally, the Club will be closed for the week between Christmas and New Year's Day.

5. Lessee shall have the right at any time during the term, at its sole expense, to affix and install personal property and equipment to or on the leased premises. Any fixtures, equipment and other property installed in or affixed to or on the leased premises shall remain the property of the Lessee, and the Lessor agrees that the Lessee shall have the right to remove any and all fixtures, equipment and other personal property prior to the termination of the term or extended term of this lease. The removal of the fixtures, equipment and other personal property shall be done in a manner that does not damage the leased premises, and upon termination of this lease the leased premises shall be returned to the Lessor in at least as good of condition as when initially occupied by the Lessee, reasonable wear and tear excepted.
6. Lessor hereby agrees to be responsible for utility charges and other charges, including but not limited to, water, sewage, garbage collection and electric charges for the leased premises. Lessee agrees to be responsible for phone charges and internet services which Lessee will obtain on their own. Lessor agrees to be responsible for sales and use taxes, advalorem taxes and special assessments levied against the property.
7. Lessor shall be responsible for all maintenance and repairs of the interior and exterior of the leased premises, including but not limited to windows, air conditioners, cabinets, appliances and physical plant of the structure. The Lessor shall also be responsible for the maintenance and all repairs to the outside of the leased premises, including all roof and walls on the outside of said structure and the maintenance of grounds. Lessee agrees to reasonably reimburse Lessor back for any maintenance or repairs to leased premises that were the direct result of damage caused by Lessee.
8. The Lessee shall not sublet the leased premises nor assign this lease without the written consent of the Lessor.
9. The Lessee will provide the Lessor, on the date of execution of this lease agreement, and on each subsequent anniversary, with a certificate of insurance of a comprehensive liability insurance coverage in a policy amount of \$1,000,000.00 for bodily injury or death, for any one accident or occurrence with respect to the leased premises or arising out of the maintenance, use or occupancy thereof, and naming the Lessor as the insured or as an additional insured with the Lessee. Lessee shall maintain this insurance at its sole cost.

The Lessor may, at its option, maintain fire, windstorm, and other casualty insurance. All proceeds from said insurance shall be payable and belong to the Lessor. In the event of damage or destruction to the demised premises, it shall be the Lessor's sole discretion to rebuild or repair said structure. In the event the Lessor elects not to rebuild or repair said premises, this lease agreement shall be terminated as of the date the damage was sustained.

10. The Lessee agrees that it will assume all risk and liability to itself, its agents, employees or assigns and will hold harmless and indemnify the Lessor for any injury to persons or damage to property resulting from conduct of Lessee, its agents, participants, employees or assigns and for any loss, damage condition or expense resulting from the act or acts, negligence or failure to exercise proper precautions of and by the Lessee or its own agents, participants, employees or assigns while occupying the leased premises, and that it will assume all risk and liability to the participants in the Boys & Girls Clubs of Volusia/Flagler Counties and will hold harmless, and indemnify the Lessor from all claims of or by such participants, except for claims arising out of negligence of the Lessor.
11. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of the Lessor, beyond any statutory limited waiver which may have been adopted by the Florida Legislature and nothing in this agreement shall insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.
12. Membership to the Rymfire Elementary Boys & Girls Club shall be limited to elementary school aged children living in Flagler County.

The Lessee may also accept referrals from the Justice System, the Department of Children and Families and other health and social service agencies. All Club members must comply with the Flagler County School Code of Conduct to maintain Club membership. However, the intent of this agreement is to provide Club membership to children living in Flagler County. Furthermore, if any program offered by the Lessee is limited in the number of participants, a child in Flagler County shall have priority over a referral.

13. The Lessee shall at all times of operation, as outlined above, maintain a minimum staffing level consistent with the policies and procedures of the Boys & Girls Club of Volusia/Flagler Counties. The Lessor has the right to meet on a regularly scheduled basis and receive program updates from the Branch Director or other Club operational and executive staff for the leased premises. The Lessee shall perform mandatory criminal background checks on all employees and volunteers of the Lessee that will be used in direct service operations at the leased premises.
14. All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the property party at the following address: Lessee: Joe Sullivan, Chief Professional Officer, Boys & Girls Clubs of Volusia/Flagler Counties, 101 North Woodland Blvd. Suite 400, DeLand, FL 32720. Lessor: Janet Valentine, Superintendent, Flagler County Public Schools, P.O. Box 755, Bunnell, FL 32110.
15. This lease constitutes the sole and only agreement between parties hereto and supersedes any prior oral or written agreement.

16. No amendment, modification or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties to the agreement.
17. Either party has the right, with or without cause, to terminate this lease agreement by delivering to the other party in person or by U.S. registered or certified mail upon (60) sixty days written notice of intent to terminate this lease agreement.
18. The individuals executing this lease agreement hereby represent that each has been properly authorized to enter this agreement on behalf of their respective governing authorities.
19. In any action involving this lease agreement, the venue shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida.
20. In the event of any litigation regarding this lease agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs incurred.

I do understand and agree to the terms and conditions of this lease agreement and hereby enter into this agreement to begin the 1st day of August of 2010.

Janet Valentine _____ Date
Lessor, Superintendent
Flagler County Public Schools

Joe Sullivan _____ Date
Lessee, Chief Professional Officer
Boys & Girls Clubs of Volusia/Flagler Counties

ATTEST/WITNESS _____ Date