

LEASE AGREEMENT
VISITOR INFORMATION CENTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of the _____ day of _____ 2020, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the “City” or “Lessor”) and Visit Pensacola, Inc., (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1401 E. Gregory St., Pensacola FL 32501.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola known as Wayside Park, inclusive of a portion of said property more particularly described on Exhibit “A” and Exhibit “B” attached hereto and incorporated by reference, inclusive of a building and its permanent improvements thereon known as the Visitor Information Center, having a US Postal address of 1401 E. Gregory Street, Pensacola, Florida 32501 (the “Property”). Lessee intends to use the Property as a Visitor Information Center for the benefit of the general public, and for its administrative offices.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of fifteen (15) years commencing on the date and year first above written.

4. RENEWAL

While Lessor is under no obligation to renew this Lease at the end of the lease terms, Lessor shall give favorable consideration to such a renewal taking into consideration Lessee's favorable impact upon the City and any capital expenditures to maintain and improve the property.

5. TERMINATION FOR CONVENIENCE

Lessor may terminate this Lease Agreement for convenience at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered three hundred and sixty-five (365) calendar days in advance of the effective date of termination.

6. LEASE PAYMENTS

Lessee shall pay to the City lease payments of ten dollars (\$10) annually due each year on or before the effective date of this agreement.

7. USE OF PREMISES

The Property shall be used by Lessee solely as a Visitor Information Center, administrative offices for the Lessee, and other uses consistent therewith. No other use of the Property or sublease of the improvements are permissible without the written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

9. CONSTRUCTION OF IMPROVEMENTS

In the event Lessee proposes to make any substantial change in or to the improvements erected on the Property, such changes shall require Lessor's written approval which shall not be unreasonably withheld. Lessor shall furnish written approval or disapproval of such proposed changes within sixty (60) days of submission of said changes by Lessee.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

10. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.
- C. That the Lessee shall maintain the interior of the Property, its plumbing, electrical, HVAC, and roof systems in good working order and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use.
- D. That all utility distribution lines shall be placed underground.
- E. That the Lessee shall be solely responsible for all internal and external maintenance of the structure, all janitorial services required, and landscape maintenance of the Property and its improvements.

13. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of or omission from any policy of insurance.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Exhibit "C" during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit "C" during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

“Equal Opportunity Provision”

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

20. DAMAGE

Lessee shall repair, replace and maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property. In the event of damage to or destruction of any improvements hereafter constructed on the Property by fire, windstorm, water or any other cause whatsoever, Lessee shall, within a reasonable time, repair or rebuild such structures so as to place the same in as good and tenable condition as they were before the event causing such damage or destruction; failure to do so shall constitute a breach of this Lease.

21. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.
- D. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- E. If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

22. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City of Pensacola
 City Hall
 222 West Main Street
 Pensacola, Florida 32502

With copy to: City Attorney
 City of Pensacola
 222 West Main Street
 Pensacola, Florida 32502

Lessee: President
 Visit Pensacola
 1401 E. Gregory Street
 Pensacola, Florida 32502

23. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

24. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

25. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

26. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

27. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

28. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

29. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

30. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

31. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

32. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

33. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
Grover C. Robinson, IV
Mayor

Attest:

Ericka L. Burnett, City Clerk

Witnesses:

Signature

Print

Signature

Print

VISIT PENSACOLA, INC.

Attest:

By: _____
President

Secretary

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2020.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by the President of Visit Pensacola, Inc., a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this _____ day of _____, 2020.

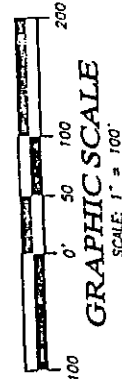
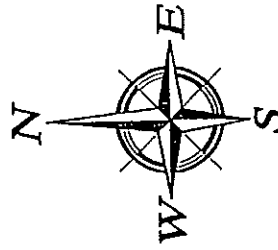
NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST SALAMANCA STREET WITH THE WEST RIGHT OF WAY LINE OF 12TH AVENUE ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPY-RIGHTED IN 1906 BY THOMAS C. WATSON, AND RUN THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 99.86 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 85 DEGREES 40 MINUTES 44 SECONDS EAST FOR 414.33 FEET TO A POINT; THENCE NORTH 88 DEGREES 50 MINUTES 34 SECONDS EAST FOR 1935.23 FEET TO A POINT WITHIN THE PERIMETER OF THE WAYSIDE PARK COMPLEX, BEING LOCATED NEAR THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE NORTH 87 DEGREES 11 MINUTES 09 SECONDS EAST FOR 58.91 FEET TO A POINT; THENCE NORTH 32 DEGREES 21 MINUTES 08 SECONDS EAST FOR 45.47 FEET TO THE POINT OF BEGINNING OF SUBJECT PARCEL, AND BEING A POINT ON THE "OVAL" SHAPED PERIMETER OF THE LEASE AREA TO BE DESCRIBED, AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 55.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET [CHORD LENGTH 110.50 FEET; CHORD BEARING NORTH 78 DEGREES 23 MINUTES 22 SECONDS EAST; THENCE SOUTH 11 DEGREES 36 MINUTES 38 SECONDS EAST FOR 88.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 55.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET [CHORD LENGTH 110.50 FEET; CHORD BEARING S 78 DEGREES 23 MINUTES 22 SECONDS WEST]; THENCE NORTH 11 DEGREES 36 MINUTES 38 SECONDS WEST 88.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES.



DETAIL

SCALE 1"=30'

PENSACOLA BAY

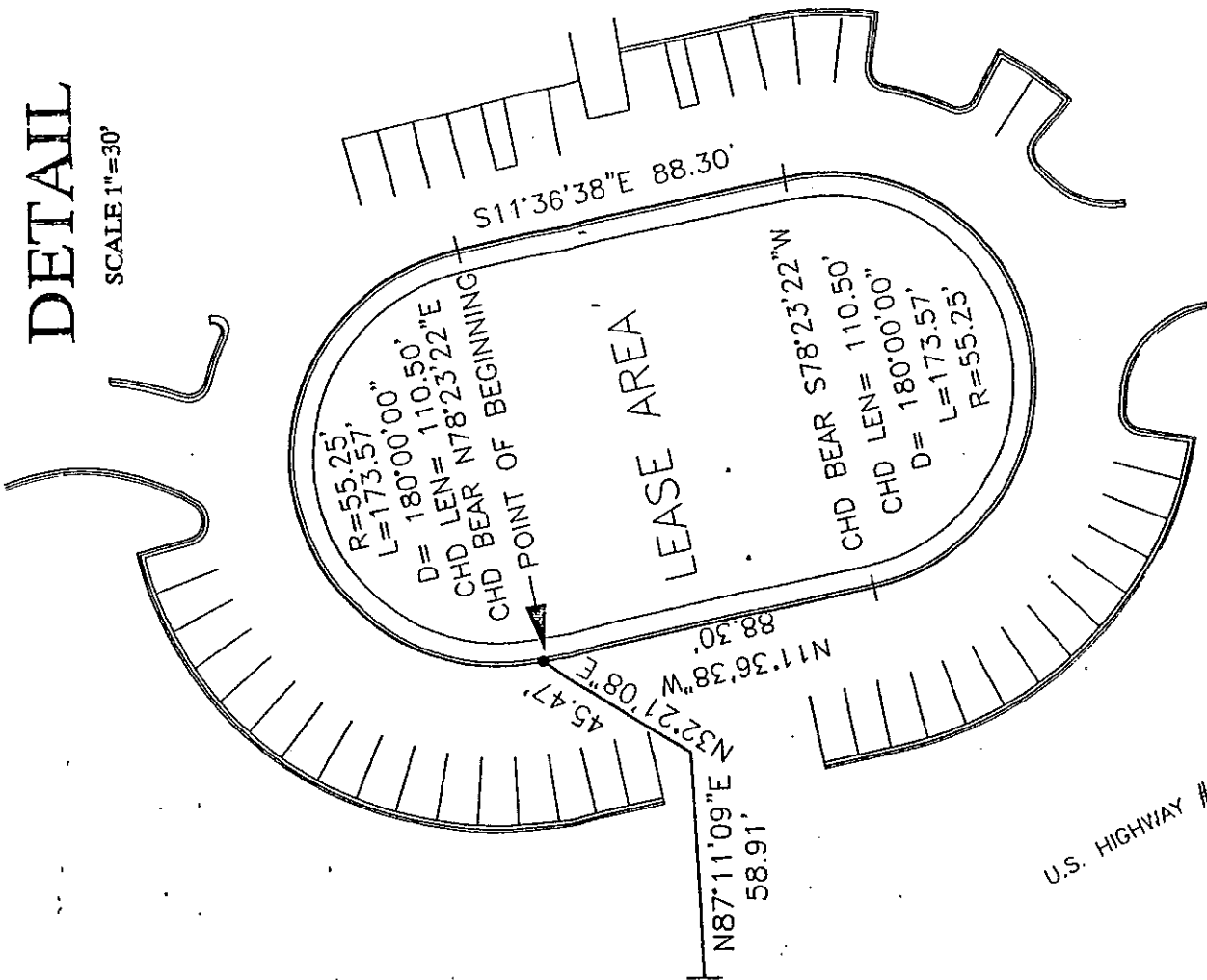


EXHIBIT "C"

Insurance Requirements

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the Lessor, for the Lessor's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, personal injury liability, and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.