

**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE  
GENERAL DANIEL "CHAPPIE" JAMES SUMMER FLIGHT ACADEMY, INC.**

**THIS LEASE AGREEMENT** ("Lease") dated this \_\_\_ day of September, 2017, by and between the City of Pensacola ("Lessor"), a municipal corporation of the State of Florida and the General Daniel "Chappie" James Summer Flight Academy, Inc. ("Flight Academy" or "Lessee"), a registered not-for-profit (the Lessee), each at times referred to as a "party" or collectively as "parties."

**1. STATEMENT OF PURPOSE**

Lessor owns certain real Property known as the General Daniel "Chappie" James Memorial Home site at 1608 Dr. Martin Luther King, Jr. Drive, Pensacola Florida, 32503, City of Pensacola, Escambia County, Florida (the "Property"). Lessee intends to use space at the Property as the base for a community-based youth flight academy program whose mission is to introduce disadvantaged children to aviation career fields, as further described in Exhibit A which is attached hereto.

**2. PREMISES LEASED**

Lessor hereby leases to Lessee the 912 square feet, plus shared use of 1995 square feet (i.e.: restrooms, conference room, office, kitchenette closets, janitorial space, etc.) in addition to parking at the Property subject to the terms, provisions and conditions of this Lease.

**3. TERM AND RENEWAL**

The term of this Lease shall be for a period of five (5) years commencing on the date and year first written above.

Lessor grants to Lessee an option to renew this Lease beyond the initial 5 year term, so long as Lessee is not in default of the Lease, for an additional 5 years at a rental rate to be renegotiated between Lessor and Lessee. All provisions of the Lease will be subject to renegotiation at that time. To exercise this option to renew, Lessee must give Lessor written notice of intention to do so, no less than six (6) months prior to expiration of the term of this Lease. Such renewal shall not be deemed automatic and shall be conditions on Lessor's acceptance.

The parties acknowledge Lessee intends to apply for a grant from the Pensacola Bay Area Impact 100 organization in the year 2017.

**4. LEASE PAYMENTS**

The Lessor agrees to lease the subject Property to Lessee at an annual rent of \$100.

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as pre-approved leasehold improvement expenses, Furniture, Fixtures and Equipment (FFE) expenses, maintenance expenses, operation expenses, insurance, taxes and utilities.

**5. USE OF PREMISES**

The Property shall be used by Lessee solely for the non-profit youth flight academy program as described in Exhibit "A".

**6. 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. All leasehold improvements shall be subject to approval of the Lessor. All applicable building codes must be met at the sole expense of the Lessee.

**7. INSTALLATION OF LEASEHOLD IMPROVEMENTS**

Lessee shall submit design plans and specifications for any proposed leasehold improvements on the Property no less than forty five (45) days from execution of this lease. The Lessor shall have fourteen (14) days to approve or reject design plans and specifications for the improvements. If the Lessor does not approve or reject design plans and specifications for the leasehold improvements within fourteen (14) days of the Lessee submitting such design plans and specifications for the improvements, Lessee shall commence construction of the improvements on the property.

Lessee shall be fully responsible for the cost and development of the leasehold improvements to the property at Lessee's sole cost and expense and shall comply with all applicable building regulations pursuant to the terms and conditions of this Lease Agreement.

**8. TITLE TO IMPROVEMENTS**

Title to leasehold 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 leasehold improvements from the Property.

**9. 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.

## **11. COVENANTS AND RESTRICTIONS**

Lessor and Lessee agree that the following restrictions shall be binding on Lessor and Lessee:

That the Property shall be devoted only to the uses specified in this Lease, with the exception of shared space, or as approved in writing by Lessor.

## **12. NO MORTGAGES OR ENCUMBRANCES**

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

## **13. 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).

## **14. UTILITIES, MAINTENANCE AND CUSTODIAL SERVICES**

### Utilities:

Lessee shall pay, at Lessee's expense, and remain solely liable for, any telephone services or other permitted utilities within the Leased Premises. Lessee shall obtain and maintain separate accounts for Lessee's utilities as described in this paragraph in Lessee's name only, and is prohibited from obligating in any way the Lessor on such accounts. Any violation of this provision by Lessee shall be a material breach of this Lease.

The Lessor reserves the right to install, maintain, repair, replace, or remove and replace any utility lines for or about the Leased Premises, along with the right to enter the Leased Premises in order to accomplish the foregoing, provided, however, that Lessor shall take reasonable precautions to avoid the disruption of the Lessee's services under this Lease.

### Maintenance:

During the term of this Lease, the Lessor shall provide, at its expense structural and nonstructural repairs to the Leased Premises including but not limited to fixtures, doors, floor coverings, and walls (painting and wall covering). Maintenance of the grounds and landscaping shall be provided by the Lessor.

Lessee shall provide written notice to Lessor of any structural damage in the Leased Premises. Upon receipt of written notice from Lessee, Lessor shall have reasonable opportunity to commence repairs. Lessee is obligated to mitigate damage to Lessee's Property until the Lessor has had time to repair. Lessor shall not be liable to Lessee for damage until Lessor has had a reasonable time to perform repairs.

Lessee, at Lessee's sole expense, shall perform all preventive maintenance and ordinary upkeep of the Leased Premises and equipment, Lessee shall be required to keep all such areas in good operating condition and repair at all times.

Custodial:

During the term of this Lease, the Lessor shall provide, at its expense, custodial services for the public areas of the Property and pest control services for Leased Premises and the adjacent areas, provided however, any lapse in such services provided outside of the Leased Premises shall not be considered a breach of this Lease.

Lessee shall keep all of Leased Premises of the Property used in the course of its normal daily operations, in a neat, clean, safe, sanitary and orderly condition at all times; Lessee will keep such areas free at all times of all paper, rubbish and debris. Lessee shall deposit all trash and debris resulting from its operations in its space in containers approved by the Lessor.

Lessee shall provide, at its own expense, janitorial and cleaning services and supplies for the maintenance of the Leased Premises. Lessee shall keep and maintain the space in a clean, neat, and sanitary condition and attractive appearance.

General:

Should Lessee fail to maintain the space in conformance with the terms and conditions of this article within a period of three (3) days following written notice of such failure Lessor expressly may take any action to cure said failure and Lessee shall reimburse Lessor's cost for such actions plus a ten percent (10%) administrative charge.

## **15. RIGHT OF ENTRY**

The Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises at all times:

- a. To inspect the areas to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; and
- b. To perform maintenance and make repairs; and
- c. To perform any and all things which the Lessee is obligated to and has failed after reasonable notice so to do;
- d. The Lessor shall have the right to construct or install over, in, under or through the Property new lines, pipes, mains, wires, conduits and equipment as the Lessor may deem necessary.

## **16. INSURANCE AND INDEMNIFICATION**

### General:

The Lessee shall procure and maintain insurance of the types and to the limits specified.

The term Lessor as used in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Lessee and the Lessor understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The Lessee agrees that it will increase or change such coverage as required by the Lessor within ninety (90) days upon receipt of written notice from the Airport Director.

## **17. 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 as legally required. 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.

### B. 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 be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. 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 \$3,000,000 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, contractual, 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, as well as personal injury liability and broad form Property damage liability. The coverage shall be written on an 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. Minimum limits of \$1,000,000 combined single limits must be provided.

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.

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, Jackets and other items forming a part of, or relating to such policies. The Lessee may black-out any proprietary or salary information included in any policy required under this agreement that is requested by the City. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Lessor an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the Lessor, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the City of Pensacola, Attn: Parks and Recreation Director, 222 W. Main Street, Pensacola, FL 32502.

Insurance of the Contractor Primary:

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the agreement.

Loss Control and Safety:

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the Lessor. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and Property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

**18. HOLD HARMLESS**

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee in the performance of this agreement. The Lessee's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**19. SIGNS**

Lessee shall not permit signs, logos, or advertising displays placed or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the Lessor. Signs identifying Lessee shall conform to reasonable standards established by the Lessor, with respect to type, size, design, condition and location.

**20. ASSIGNMENT**

Any assignment or sublet of this Lease is prohibited and shall be null and void and of no effect.

**21. NO WAIVER BY LESSOR**

A failure by Lessor to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of Lessor to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by Lessor of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of Lessor pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

**22. SURRENDER UPON TERMINATION**

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the Lessor possession of the Leased Premises. Lessee warrants to Lessor that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by Lessor for Lessor's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the Lessor harmless therefrom. Excepting personal Property of Lessee, upon surrender, Lessor may in the Airport Director's sole discretion, assume ownership of any fixture or Property within the Leased Premises or require Lessee, at Lessee's sole cost and expense to remove any Property or fixture.

**23. ATTORNEY'S FEES**

The prevailing Party in any action, claim or proceeding arising out of this Lease shall be entitled to attorney's fees and costs from the losing Party.

**24. FORCE MAJEURE**

Neither the Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

**25. RELATIONSHIP OF PARTIES**

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venturer with or agent of the Lessor. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

**26. NOTICES**

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the Lessor shall be mailed to:

Parks and Recreation Director  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502

With an additional copy to:  
City Administrator  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

All notices to General Daniel Chappie James Summer Flight Academy shall be mailed to:

Clifton Curtis, President  
The General Daniel Chappie James Summer Flight Academy, Inc.  
2575 Escambia Avenue  
Pensacola, FL 32503

The parties from time to time may designate in writing changes in the address stated.

**27. ENTIRE LEASE**

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the Lessor and Lessee,



and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the Lessor and Lessee.

**28. PARTIAL INVALIDITY**

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held unenforceable shall not be affected, and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

**29. SUCCESSOR**

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

**30. CONSENTS AND APPROVALS**

Where this Lease requires approval from the Lessor, prior written approval from the Parks and Recreation Director shall be considered to fulfill such requirements.

**31. GOVERNING LAW**

This Lease is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Lease.

**32. VENUE**

Venue for any claim, actions or proceedings arising out of this Lease shall be Escambia County, Florida.

**33. HEADINGS**

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

**34. PUBLIC RECORDS ACT**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**IN WITNESS WHEREOF**, the parties hereto have signed this instrument the day and year first above written.

Attest:

City of Pensacola,  
a Florida municipal corporation

\_\_\_\_\_  
Ericka Burnett, City Clerk

By \_\_\_\_\_  
Ashton J. Hayward III, Mayor

The General Daniel Chappie James, Jr. Flight  
Academy, Inc.  
a Not for Profit Organization

Attest:

\_\_\_\_\_  
Corporate Secretary

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

Approved As To Form and Execution:

Approved As To Content:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Parks and Recreation Director

## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

Keep and maintain public records required by the City to perform the service.

**B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.

**D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

**EXHIBIT A**  
**STATEMENT OF PURPOSE**

Lessee intends to use the premises for the following purposes: Aviation Career Education, Tutoring and Community Outreach.

Lessee shall supply, equip, maintain and staff the facility and all programs at the Chappie James Memorial home site to serve as the base for the Summer Flight Academy program and its support operations throughout the year. The Flight Academy program's five areas of primary focus are: Aviation Basics/Aerodynamics; Academic Excellence; Independent Thinking/Decision-Making; Presentation/Public Speaking Skills; and Financial Life Skills. The Academy offers first level exposure to the aviation industry, providing aviation career exploration for middle and high school students. The program is designed to expose youth to the wide variety of career opportunities in aviation. provide tutoring STEM and introductory aviation training services to targeted youth. The Flight Academy program's five areas of primary focus are: Aviation Basics/Aerodynamics; Academic Excellence; Independent Thinking/Decision-Making; Presentation/Public Speaking Skills; and Financial Life Skills. The Academy offers first level exposure to the aviation industry, providing aviation career exploration for middle and high school students. The program is designed to expose youth to the wide variety of career opportunities in aviation and to provide tutoring and introductory aviation training services to targeted youth.

# EXHIBIT B

## LEASED PREMISES

