

21.3



AGENDA ITEM

Meeting Date: 12/15/2020 - 4:00 PM

Category: JUST CAUSE ITEMS

Type: Action

Subject: 21.3 Facility Use Agreement between Jackson County School Board and City of Marianna for use of the Gym at Marianna Middle School Property

Strategic Plans:

Policy:

Enclosure:

File Attachment: City of Marianna MMS Gym.pdf

Summary:

Funding:

Technology Needs:

Recommendation Approval of Facility Use Agreement between Jackson County School Board and City of Marianna for use of the Gym at Marianna Middle School Property

Approvals: **Recommended By:**

Signed By: Steve Benton - Superintendent

Vote Results:

4 originals to Superintendent

Auden

LEASE

THIS LEASE is made and executed in duplicate, by and between the JACKSON COUNTY SCHOOL BOARD, the address of which is Post Office Box 5958, Marianna, Florida 32447, hereinafter called the LESSOR, and City of Marianna, the address of which is 2898 Green Street, Marianna, FL 32446, hereinafter called the LESSEE.

1. Description of Premises. LESSOR leases to LESSEE, and LESSEE hires from LESSOR, as herein provided, Gymnasium at Marianna Middle School located at 4144 South Street, Marianna, Florida, together with all the appurtenances, and described more particularly as follows:

Gymnasium, Locker Rooms, Coaches Office, and Public Restrooms

2. Term. The term of this Lease is for a period of one (1) Year beginning on the First day of January 2021 and ending on the Thirty-first day of December 2021. Lessee shall have the option to renew this Lease for two additional terms, provided Lessee shall have fully performed the Lease and made all payments required up to that time. Notwithstanding the foregoing, Lessor or Lessee can terminate this lease at the end of any month by giving Lessee written notice of its intent to do so at least 30 days prior to the expiration of that month.

3. Rent. LESSEE, in consideration of the premises herein set forth, agrees to pay to LESSOR, no rental fee but agrees to keep building and surrounding property clean and landscaped.

4. Use of Premises, Generally. The premises are to be used as a meeting place, recreation and related purposes for the Lessee and agrees to restrict the use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of LESSOR, or of LESSOR'S authorized agent. This lease may not be subleased.

5. No Use Which Increases Insurance Risk. LESSEE shall not use the premises in any manner, even in LESSEE'S use for the purposes for which the premises are leased, which will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises or to cause cancellation of any insurance policy covering the building. LESSEE further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. LESSEE shall comply, at LESSEE'S own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

6. No Waste, Nuisance, or Unlawful Use. LESSEE shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. Delay in Delivering Possession. This Lease shall not be rendered void or voidable by LESSOR'S inability to deliver possession to LESSEE at the beginning of the lease term, nor shall such inability to deliver render LESSOR liable to LESSEE for loss or damage suffered thereby. If LESSOR cannot deliver the premises at such time, the rent for the period between the beginning of the term and the time when LESSOR can deliver possession will be deducted from the total rent

of the Lease. No extension of the Lease shall result from a delay in delivering possession.

8. Payment of Utilities and Deposits. All utility deposits and licenses required for the operation of the leased premises shall be in the name of the LESSEE. LESSEE shall pay for all utilities furnished the leased premises for the term of this Lease, including, but not limited to, electricity, gas and telephone service.

9. Repairs and Maintenance. LESSEE shall be responsible for general, routine maintenance and upkeep of the leased premises. LESSOR, in its sole discretion, shall be responsible for any major repairs and maintenance.

10. Delivery, Acceptance and Surrender of Premises. LESSEE agrees to accept the premises on possession as being in a good state or repair and in sanitary condition. LESSEE shall surrender the premises to LESSOR at the end of the lease term, if the Lease is not renewed, in the same condition as when LESSEE took possession, allowing for reasonable use and wear, and damaged by acts of God, including fire and storms. LESSEE shall remove all business signs or symbols placed on the premises by LESSEE before redelivery of the premises to LESSOR, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

11. Partial Destruction of Premises. Partial destruction of the leased premises shall not render this Lease void or voidable, or terminate it except as herein provided.

If the premises are partially destroyed during the term of this Lease, LESSOR may at its discretion repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, within 120 days of the partial destruction. If the repairs cannot be so made within the time limited, LESSOR has the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be so made in 120 days, and if LESSOR does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the building in which the leased premises are located is more than one-third (1/3) destroyed, LESSOR may at LESSOR'S option terminate the Lease whether the premises are injured or not.

12. Lessors Entry for Inspection and Maintenance. LESSOR reserves the right to enter on the premises at reasonable times to inspect them, to perform required maintenance and repair, and to make additions or alterations to any part of the building in which the premises leased are located, and LESSEE agrees to permit LESSOR to do so. LESSOR may, in connection with such alterations, additions, or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce LESSEE'S rent for the premises during such period, and without incurring liability to LESSEE for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

13. Posting "For Sale", "For Lease", or "For Rent" Signs. LESSOR reserves the right to place "For Sale" signs on the premises at any time during the Lease, or "For Lease" or "For Rent" signs on the premises at any time within thirty (30) days of expiration of the Lease, if LESSEE has not exercised LESSEE'S option to renew and LESSEE agrees to permit LESSOR to do so.

14. Signs, Awnings, Marquees, Etc. LESSEE will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without LESSOR'S written consent thereto. LESSEE further agrees to remove signs, displays, advertisements or decorations which LESSEE has placed, or permitted to be placed, on the premises which, in LESSOR'S opinion, are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements or decorations within 10 days after receiving written notice from LESSOR to remove the same, LESSOR reserves the right to enter the premises and remove them at LESSEE'S expense.

15. Lessee to Carry Liability Insurance. LESSEE shall procure and maintain in force during the term of this Lease, and any extension thereof, at LESSEE'S expense, public liability insurance, in companies and through brokers approved by LESSOR, adequate to protect companies and through brokers approved by LESSOR, adequate to protect against liability for damage claims through public use of or arising out of accident occurring in and around the leased premises, in a minimum amount of \$ 1,000,000 for each person injured; \$1,000,000 for any one event; and \$100,000 for property damage. Such insurance policies shall provide coverage for LESSOR'S contingent liability on such claims or losses. The policies shall be delivered to LESSOR for keeping. LESSEE agrees to obtain a written obligations from the insurers to notify LESSOR in writing at lease twenty (20) days prior to cancellation or refusal to renew any such policies. LESSEE agrees that if such insurance policies are not kept in force during the entire term of this Lease, and any extension thereof, LESSOR may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to the LESSOR as an additional rent installment for the month following the date on which such premises are paid.

16. Lessee to Pay For Fire and Extended Coverage Insurance. LESSEE shall, in addition to all other payments provided for herein, pay unto LESSOR the cost of the fire and extended coverage insurance appertaining to the leased premises under the LESSOR'S master insurance policy. LESSOR shall have the right to select the insurance carrier.

17. Lessee's Assignment, Sublease or License for Occupation by Other Persons. LESSOR or LESSEE agree not to assign or sublease the leased premises, or any part thereof, or any right or privilege connected therewith, or to allow any other persons, except LESSEE'S agents and employees, to occupy the premises or any part thereof.

18. Lease Breached by Lessee's Receivership Agreement, for Benefit of Creditors, Insolvency, or Bankruptcy. Appointment of a receiver to take possession of LESSEE'S assets (except a receiver appointed at LESSOR'S request as herein provided), LESSEE'S general assignment for benefit of creditors, LESSEE'S insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease.

19. Lessor's Remedies on Lessee's Breach. If LESSEE breaches this Lease, LESSOR shall have the following remedies in addition to its other rights and remedies in such event:

A. Reentry. LESSOR may reenter the premises, after giving LESSEE ten (10) working days' notice to correct any deficiencies and said corrections not being made, and remove

all LESSEE'S personnel and property therefrom. LESSOR may store the property in a public warehouse or at another place of LESSOR'S choosing at LESSEE'S expense or to LESSEE'S account and said Lease shall be terminated;

B. Reletting Premises. After reentering, LESSOR may relet the premises or any part thereof, for any term, without terminating the Lease at such rent and on such terms as LESSOR may choose. LESSOR may make alterations and repairs to the premises.

LESSOR may, at any time after such reletting, terminate this Lease for the breach because of which LESSOR reentered and relet.

LESSOR may recover from LESSEE on terminating the Lease for LESSEE'S breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due LESSOR from LESSEE.

20. Legal Fees of Prevailing Party. If either the LESSOR or the LESSEE shall fail to perform or shall breach any agreement of this Lease other than the agreement of the LESSEE to pay rent, for ten (10) days after written notice specifying the performance required shall have been given to the other party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to compel performance of this agreement, and the prevailing party in that litigation shall be paid by the losing party all expense of such litigation, including a reasonable attorney's fee.

21 Manner of Giving Notice. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is given, or mailed, postage prepaid, addressed to such person.

LESSOR'S address for this purpose shall be:

Jackson County School Board
Post Office Box 5958
Marianna, Florida 32447

LESSEE'S address for this purpose shall be:

City of Marianna
2898 Green Street
Marianna, FL 32446

22. Effect of Lessor's Waiver. LESSOR'S waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived.

23. Lease Applicable to Successors. This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

24. Time of Essence. Time is of the essence of this Lease.

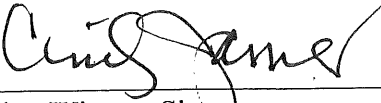
25. Radon Gas Notification. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

27. Lessee's Personnel. Lessee shall provide the, Security, and Janitorial Personnel as is reasonable and for each additional event held in the leased premises during the term of this lease and any renewals hereof. All personnel of Lessee must be approved by Lessor.

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have duly executed this lease on the 15 day of December, 2020.

Signed, sealed and delivered in the presence of:



First Witness Signature



Second Witness Signature

First Witness Signature

Second Witness Signature

LESSOR:

JACKSON COUNTY SCHOOL BOARD

BY: 

TONY PUMPHREY

Its: Chairman of the Board

LESSEE:

RIVERTOWN COMMUNITY CHURCH,
INC.

BY: _____
TRAVIS EPHRIAM

Its: Mayor, City of Marianna

THIS INSTRUMENT PREPARED BY:

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