

## **GILCHRIST - LEASE AGREEMENT**

THIS LEASE AGREEMENT, made the 1<sup>st</sup> day of August, 2020, ("the Effective Date") between **GILCHRIST COUNTY SCHOOL DISTRICT**, whose mailing address is 310 Northwest 11<sup>th</sup> Avenue, Trenton, FL 32693 (herein "School District"),

and

**CAREERSOURCE FLORIDA CROWN**, a not-for-profit Florida corporation, whose mailing address is 1389 US Hwy. 90 West, Suite 170-B, Lake City, FL 32055 (herein "CSFC").

### **WITNESSETH**

**WHEREAS**, CSFC wishes to lease two (2) classrooms from the School District for implementation of a year-round youth program and Able Trust High School/High Tech Program for students with disabilities; one of the classrooms will be at Bell High School, and the other classroom will be at Trenton High School ("the Leased Premises") and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. RECITALS**

The above recital is incorporated herein by reference.

**2. TERM**

This lease shall commence on August 12, 2020 (the first day of the fiscal year of the School District) and shall terminate on May 22, 2021 (the last day of the fiscal year of the School District).

**3. RENTAL**

CSFC shall pay to the School District as rental for the Leased Premises the sum of one thousand dollars (\$1,000.00) per classroom, for a total rental of two thousand dollars (\$2,000.00). This sum shall be payable upon execution of this agreement. In exchange for this payment, CSFC shall be permitted to use the Leased Premises two (2) days a week between the hours of 3:15 P.M. and 5:15 P.M. It shall be in the sole discretion of the School District which specific classrooms will constitute the Leased Premises.

**4. SCHOOL DISTRICT'S RESPONSIBILITY**

The School District shall provide electricity, air conditioning, lighting, reasonable access to water, and reasonable access to bathroom facilities in or near the Leased Premises at no additional cost to CSFC. The School District will maintain the Leased Premises in good repair during the term of this Lease.

**5. MODIFICATION OF FACILITY**

CSFC agrees that it will not alter the electrical system or ancillary components or any part of the Leased Premises, and CSFC will assume any liability and responsibility for damages

to the Leased Premises or any other part of the Bell High School or Trenton High School that occurs because of the use of the Leased Premises by CSFC.

**6. LIABILITY INSURANCE**

CSFC shall maintain liability insurance in the amount of \$1,000,000 and property damage insurance in the amount of \$100,000 and shall provide a coverage certificate to School District showing School District as an additional named insured with respect to the coverage provided.

**7. INDEMNIFICATION**

CSFC shall hold harmless and indemnify the School District, its agents, servants and employees from any and all liability and damages of every kind and sort, including but not limited to, attorneys fees and court costs that may occur in connection with the rental as a result of any action or inaction of CSFC, or any of its agents, servants, employees or invitees.

**8. MISCELLANEOUS**

- a) This lease may be cancelled by either party with thirty (30) days written notice to the other party, with or without cause. In the event the lease is terminated early, CSFC shall be entitled to reimbursement of the portion of the lease payments that have not yet been earned.
- b) This lease is to be governed by the laws of the State of Florida. This contract is non-assignable.
- c) In the event of any litigation arising from this lease, the parties agree that the exclusive state court forum for said litigation shall be in Gilchrist County in the court of appropriate jurisdiction.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this lease as of the date of the last signatory to the lease.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_

(Witnesses as to School District)

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_

(Witnesses as to CSFC)

**Gilchrist County School District**

By: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CareerSource Florida Crown**

By: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.