

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Museum of Seminole County History Gift Store Lease Agreement

**DEPARTMENT:** Library & Leisure Services **DIVISION:** Administration

**AUTHORIZED BY:** J. Goldman **CONTACT:** J. Suzy Goldman **EXT:** 1605

<b>Agenda Date:</b> <u>12/14/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Lease Agreement with the Seminole County Historical Society for space to operate a gift store at the Museum of Seminole County History.

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**BACKGROUND:**

On January 11, 2000 the Board of County Commissioners approved a lease agreement with the Seminole County Historical Society for space to operate a gift store at the Museum of Seminole County History. That agreement was allowed to terminate on September 30, 2004 as staff and the Historical Society worked to make changes to the floor plan of the Museum to alter the space available for lease.

The proposed new agreement includes the above mentioned changes and establishes a termination date for the lease on September 30, 2009.

Reviewed by:	<u>                    </u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>CLLA02</u>

**MUSEUM OF SEMINOLE COUNTY HISTORY GIFT STORE  
LEASE AGREEMENT**

**THIS LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD," and the **SEMINOLE COUNTY HISTORICAL SOCIETY**, whose mailing address is P.O. Box 409, Sanford, Florida 32772-0409, hereinafter referred to as "TENANT".

**W I T N E S S E T H:**

**WHEREAS**, the LANDLORD is the owner of that certain property located at 300 Bush Boulevard, Sanford, Florida, more particularly described as the Museum of Seminole County History; and

**WHEREAS**, the Board of County Commissioners has the authority under *Section 125.35, Florida Statutes*, to lease real property for the particular use it deems to be the highest and best; and

**WHEREAS**, the space sought for lease under this Lease Agreement will provide a useful service to the patrons of the Museum of Seminole County History as well as serve as an additional source of financial support for the museum; and

**WHEREAS**, the Board of County Commissioners has determined the granting of such rights and privileges to the TENANT, as are outlined under this Lease Agreement, constitutes a County purpose,

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD and TENANT agree as follows:

**1. LEASED PREMISES.** Upon payment of the rent as hereinafter set forth and the continued payment thereof as herein provided, the

LANDLORD hereby leases and demises the following described premises, situated in the County of Seminole, State of Florida, to-wit: the Museum of Seminole County History, 300 Bush Boulevard, Sanford, Florida. The leased space is as shown on Exhibit "A," attached herein.

**2. TERM.** This Lease Agreement shall begin on October 1, 2004, notwithstanding the dates of signatures by the parties and shall terminate on September 30, 2009. At the option of the COUNTY, this Lease Agreement may be extended for two (2) additional two (2) year terms.

**3. RENTAL.** TENANT shall pay LANDLORD, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00)

**4. PAYMENTS.** When due, payments required under the term of this Lease Agreement shall be sent by the tenants to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, FL 32772-8080

**5. HANDICAPPED STANDARDS AND ALTERATIONS.**

(a) TENANT agrees that said premises shall, if TENANT has not already done so, at TENANT'S expense, be brought into conformance with the requirements of Florida Americans with Disabilities Accessibility Implementation Act, *Section 553.513, Florida Statutes*, providing requirements for persons with disabilities and with the requirement of *Public Law 101-336*, enacted July 26, 1990, effective January 26, 1992, *Section 28 CRF Par 35 and Appendix to Section 26 CFR Part 1191*, known as the "Americans with Disabilities Act of 1990," by the United States Architectural and Transportation Barriers Compliance Board.

(b) That the TENANT shall have the right to make any alterations in and to the demised premises during the term of this Lease Agreement upon first having obtained the written consent thereto of the LANDLORD. The LANDLORD shall not capriciously withhold the consent to any such alterations.

6. **PURPOSE.** The purpose of this Lease Agreement is to permit TENANT to use the premises, as a gift shop/book store for the Museum of Seminole County History. The TENANT agrees that all profits realized from the sale of items in the leased space shall be used exclusively for the benefit of the Museum of Seminole County History.

7. **USE OF LEASED PREMISES.** TENANT shall have the non-exclusive use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the above stated purpose during the term of this Lease Agreement. TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America (or) the State of Florida, (or) the ordinances or Seminole County or of the City of Sanford; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

8. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease Agreement.

**9. UTILITIES AND MAINTENANCE.**

(a) LANDLORD shall provide and pay for all utilities including electrical, gas, water and sewers used anywhere in, on or about the demised premises, and shall pay the charges made therefor by the suppliers thereof promptly when due, except that in the event the TENANT wishes telephone service in the leased premises, the TENANT shall be solely responsible of installation of said services and for all charges accrued thereafter for said service..

(b) LANDLORD agrees to provide all necessary maintenance and repairs for the building and grounds of the premises for the duration of this Lease Agreement.

**10. ASSIGNED AND SUBLETTING.** The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

**11. INDEMNIFICATION OF COUNTY.** The TENANT agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the use of premises or provision of services hereunder by the TENANT.

**12. ALTERATIONS, MAINTENANCE AND REPAIRS.**

(a) The TENANT shall provide for interior alterations, maintenance and repairs of the premises in accordance with generally accepted good practices, including such alterations as may be necessary to make the premises suitable for its use as a gift/book shop and during the term of this Lease Agreement. The TENANT shall keep the interior of the demised premises in as good a state of repair as it is at the time

of the commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) The TENANT shall not make any partition changes, alterations, decorations changes or structural changes without the prior written consent of the LANDLORD, nor shall TENANT install any fixture, furniture or equipment without the written consent of the LANDLORD. For the purposes of this Agreement, the Director of Library and Leisure Services shall issue consents for alterations and installations on the premises on behalf of the COUNTY.

(c) All fixtures installed on the premises by the TENANT shall become, at the termination of this Lease Agreement, the sole property of the LANDLORD.

**13. HEATING, AIR CONDITIONING AND JANITOR SERVICES.**

(a) The LANDLORD agrees to maintain heating and air conditioning equipment in satisfactory operating condition at all times for the leased premises during the term of the Lease at the expense of the TENANT.

(b) The LANDLORD agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the Lease at the expense of the TENANT.

**14. FIRE AND OTHER HAZARDS.**

(a) In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the LANDLORD at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall

cease until the completion of such repairs and the LANDLORD will immediately refund the pro rata part of any rentals paid in advance by the TENANT as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

(b) The TENANT shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The TENANT shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The TENANT agrees that the demised premises shall be available for inspection by the State Fire Marshall, at any reasonable time.

**15. TAXES AND FIRE INSURANCE.**

LANDLORD shall pay all real estate taxes on the demised premises. LANDLORD shall not be liable to carry fire insurance on the person or property of the TENANT or any other person or property which may now or hereafter be placed in the demised premises.

**16. CANCELLATION AND TERMINATION.** This Lease may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the LANDLORD, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

**17. SURRENDER OF POSSESSION.** The TENANT agrees to deliver up and surrender to the LANDLORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations

permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

**18. REMOVAL OF PROPERTY.** TENANT shall, without demands therefor, and at its own cost and expense and prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which, by the terms hereof, he is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

**19. ACCEPTANCE OF PREMISES BY TENANT.** The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

**20. MAINTAINING SECURITY AND SAFETY OF PREMISES.** The leased premises, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric devises, safety devices and lighting by the TENANT. The TENANT, but not the LANDLORD, shall be responsible or liable for losses to same due to a breach of security or safety.

**21. WAIVER.** No waiver of any breach of any one or more of the condition or covenants of this Lease by LANDLORD or by the TENANT shall

be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

**22. AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

**23. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

**For LANDLORD:**

Director, Library & Leisure Services  
1101 E. First Street  
Sanford, Florida 32771

**FOR TENANT**

Seminole County Historical Society  
P.O. Box 409  
Sanford, Florida 32772-0409

**24. DEFAULT.** Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, provided, however, the provisions, terms or conditions of this Lease shall not be construed as a consent of the State of Florida to be sued because of said Leasehold.

**25. APPLICABLE LAW.** This Lease shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

\_\_\_\_\_  
Witness

SEMINOLE COUNTY HISTORICAL SOCIETY

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

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

Chairman

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

Approved as to form and  
legal sufficiency

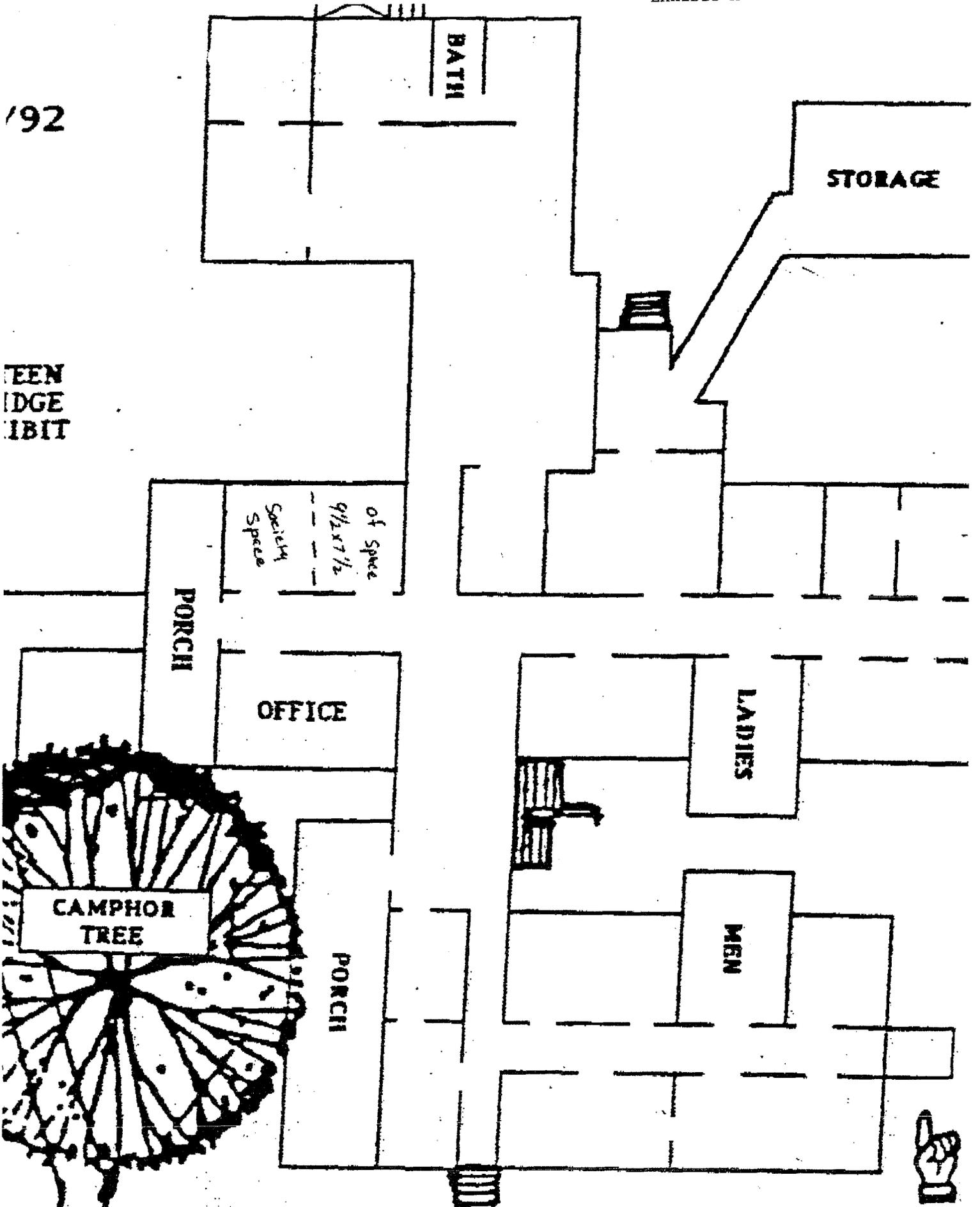
\_\_\_\_\_  
County Attorney

AC/lpk  
10/29/04 11/2/04  
museum gift store lease

Attachment:  
Exhibit "A" - Site Map

192

TEEN  
EDGE  
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W/A

