

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the ____ day of _____ 2024, (the "Effective Date") by and between the City of Delray Beach, a Florida Municipal Corporation (the "Lessor" or "City" or "Landlord"), whose address is 100 NW 1st Street, Delray Beach, Florida 33444, and the Pioneer Boys Association, Inc., a non-profit corporation (the "Lessee" or "Tenant"), whose address is 1237 N. Federal Highway, Delray Beach, Florida 33483.

WITNESSETH:

WHEREAS, the City is the fee simple owner of a parcel of land measuring approximately 2.333 acres located at 413 Lake Ida Road, lying north of Lake Ida and west of NW 4th Avenue (the "Property"), as more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the Lessee is a Florida not-for-profit corporation that was organized to advise, give counsel, and propose measures for the advancement and promotion of boys work; to acquire, sponsor, and assist in the establishment of meeting places, recreation centers, camps, and campsites for instruction and recreation of boys, and to conduct such meeting places, recreation centers, camps, and campsites for boys in the general area of Delray Beach, Florida; and

WHEREAS, the Lessor and Lessee previously entered into a Lease Agreement, dated April 7, 1999 (the "Prior Lease"), for the use of the Property for a period of twenty-five (25) years; and

WHEREAS, as part of the Prior Lease, Lessee constructed the building known as the Scout Hut (the "Building") on the Property; and

WHEREAS, the Lessee supports Scouting and utilizes the Property for Boy Scout activities ("Scout Activities"); and

WHEREAS, the Lessee remains in possession as a holdover tenant; and

WHEREAS, Lessee desires to continue utilizing the Property for Scout Activities; and

WHEREAS, the Lessor and Lessee desire to enter into a new lease agreement, allowing the Lessee to continue using the Property for Scout Activities.

NOW THEREFORE, based upon the mutual agreements, promises, and covenants contained herein, and for good and valuable consideration, Lessor and Lessee agree as follows:

ARTICLE I - DESCRIPTION OF PROPERTY; TERM

1.1. **Description of the Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the land on which the Building is located, and which is appurtenant thereto (the

“Land”) at the Property described in Exhibit “A”, which is attached hereto and incorporated herein, which has a physical address of 413 Lake Ida Road, Delray Beach, Florida. All of the Land and real property underlying or adjacent thereto, with all improvements thereon, including the Building, shall be referred to collectively as the “Premises”.

1.2. **Term.** Lessee shall have and hold the Premises for a term (the “Term” or “Initial Term”) of ten (10) years commencing on the Effective Date unless terminated sooner or extended as provided herein.

1.3. **Option to Renew.** Provided the Lessee is not in default of this Lease or any of the covenants or undertakings contained in this Lease, then and in such event, this Lease shall automatically renew for two (2) successive additional periods of five (5) years (each referred to as the “Option Term”) unless Lessee gives the Lessor written notice of Lessee’s election not to renew which notice must be delivered to Lessor not less than ninety (90) days prior to the expiration of the then existing Term or Option Term. Such notice shall be sent to the Lessor either by registered or Certified Mail, Return Receipt Requested, and be properly addressed to the Lessor. Each Option Term shall be upon the same terms, covenants, and conditions as provided in this Lease for the Initial Term.

1.4. **Early Termination Without Cause.** Notwithstanding anything to the contrary contained in this Lease, either Lessor or Lessee may terminate this Lease, without cause and without prejudice to any other right or remedy, by sending the other party written notice of termination of this Lease (specifying the effective date of termination) not less than three hundred sixty-five (365) days before the effective date of termination. Termination of the Lease shall not constitute a waiver or release of any rights or claims that had accrued thereunder prior to termination.

ARTICLE II - RENT

2.1. **Base Annual Rent; Late Charge; Sales Tax.** Lessee shall pay in advance to the Lessor, without prior demand, in lawful money of the United States, on the first day of each Lease year commencing on the Effective Date, without any deduction or off-set whatsoever throughout the term of this Lease, Base Annual Rent, plus applicable sales taxes. During the term of this Lease, Base Annual Rent is ONE and XX/100 DOLLARS (\$1.00), plus applicable sales taxes, if any. Such payment shall be made at the office of the Lessor as set forth in this Lease, or at such place Lessor may from time to time designate by written notice directed to Lessee at the Premises. Lessee shall pay the first year’s rent at the time of execution of this Lease in order to guarantee the Lessee’s faithful performance of its obligations as provided in this Lease.

2.2. **Security Deposit.** No security deposit is required.

2.3. **Taxes.**

a. **Ad-Valorem/Non Ad-Valorem Taxes.** Lessor and Lessee acknowledge that the Premises are presently exempt from the payment of Ad-Valorem real estate taxes and that the Lessor is responsible for the payment of any Non Ad-Valorem taxes and

assessments. Lessor acknowledges and agrees that in the event of any change in the law or sale of the Premises which results in the Premises being subject to the payment of any Ad-Valorem, Non Ad-Valorem, or other real estate taxes or assessments, that Lessor shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises. Lessee acknowledges and agrees that in the event, during the Lease Term, it is determined that the property loses its exemption from ad valorem taxation due solely to conduct by the Lessee and it is determined that taxes are due and owing resulting solely from such conduct of Lessee, it shall be the Lessee's responsibility to remit any tax payments to the Lessor or the applicable taxing authority. Lessee shall pay, or cause to be paid, before delinquency, any and all personal tangible property tax on Lessee's equipment, furniture, fixtures, and other personal property so levied or assessed which become payable during the Term hereof upon all of Lessee's equipment, furniture, fixtures, and any other personal property located in the Premises.

b. **Sales Tax.** To the extent applicable, Lessee shall at all times be responsible for the payment of any Florida Sales Tax arising out of or associated with this Lease, if any. Lessee shall provide to Lessor at the time of execution of the Lease, and at each renewal thereafter, a copy of its certificate of tax exemption.

2.4. **Payment Without Notice or Demand.** The Base Rent called for in this Lease shall be paid to Lessor without notice or demand, and without counterclaim offset, deduction, abatement, suspension, deferment, diminution, or reduction. Lessee hereby waives all rights now or hereafter conferred to any offset, deduction, abatement, suspension, deferment, diminution, or reduction of the Base Rent on account of any such circumstances or occurrence.

2.5. **Additional Rent.** All monetary obligations owed by Lessee to Lessor under this Lease shall be deemed Rent.

2.6. **Place of Payment.** All payments of rent or any other charges imposed pursuant to this Lease shall be made and paid by Lessee to:

Attn: Finance Department
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

or at such other place as Lessor may, from time to time, designate in writing to Lessee. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

2.7. **Late Payment Charge.** In the event any annual installment of Rent and/or other charges is not paid within ten (10) days of its due date as set forth in this Lease, Lessee agrees to pay as a late charge an amount equal to five percent (5%) of the annual installment of Rent that is due and payable as compensation to Lessor for its additional administrative expenses in processing late payments.

ARTICLE III - GROSS LEASE

3.1. **Gross Lease.** Lessor acknowledges and agrees that this Lease shall be a "Gross Lease" to the Lessee except as otherwise provided herein. Lessor shall pay the charges, impositions, costs, and expenses relating to environmental matters, fire and life safety codes, and employee health and safety, with respect to the Land, except as required herein. Lessee shall pay the charges, impositions, costs, and expenses relating to environmental matters, fire and life safety codes, and employee health and safety, with respect to the Building.

ARTICLE IV-USE OF PREMISES

4.1. **Permitted Uses.** The Lessee shall use the Premises only to conduct Scout Activities, and to maintain the Building for Scout Activities and for all such uses and any incidental uses permitted by the Lessor in connection therewith (collectively the "Permitted Use"). It is mutually agreed that a condition for the granting of this Lease is the active and continuous use of the Premises for the Permitted Use. In the event that the Premises should ever be used for any other purposes, then this Lease may be declared terminated by the Lessor by giving Lessee ninety (90) days' written notice of termination. The Lease may be declared terminated by the Lessor in the event said Lessee at any time ceases to exist and operate as the Pioneer Boys Association, Inc. In the event this Lease is terminated under this Paragraph, the Lessee shall have the right to remove the Building placed on the Premises. Lessee shall then restore the Premises to a condition that is substantially similar to its original condition prior to the execution of the Prior Lease.

4.2. **Use by Scout Troops.** Lessee shall allow the Premises to be used by Scout Troops located within the City of Delray Beach municipal boundaries for meeting, storage, and other purposes determined to be appropriate by Lessee, so long as no such activities shall be outside the scope of the Permitted Use, including, but not limited to the following:

a. **Meetings.** Lessee shall create a scheduling sheet which shall list each calendar day in a given month. Lessee shall require Scout Troops who wish to use the Premises to sign the scheduling sheet one week in advance for the day and time on which they propose to use the property. If a particular day and time has already been signed for by a Troop, the second Troop must select a different date or time.

b. **Storage.** Lessee shall make all reasonable efforts to accommodate the storage needs of other Troops wishing to use the Premises.

c. **Disputes.** Lessee shall use good faith to resolve any disputes that arise between two or more Troops regarding the use of the Premises. Lessee shall not give preferential treatment to any Troop or faction of Troops, nor shall Lessee disfavor any Troop or faction of Troops, and Lessee shall use all reasonable means to allocate the resources of the Premises in an objective and even-handed manner. Lessor may terminate this Lease if Lessor has any reason to believe that Lessee has given preferential treatment to a Troop or faction of Troops or has disfavored any Troop or faction of Troops.

4.3. **Non-discrimination.** Lessee shall not discriminate against or segregate any person

or group of persons on account of race, sex, creed, color, national origin, genetic information, ancestry, religion, disability, marital status, familial status, age, sexual orientation, gender identity or expression in the occupancy, use, tenure or enjoyment of the Premises.

4.4. **No Unlawful Use.** Lessee shall not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules, or regulations of any governmental body now in force or which may hereafter be in force. Lessee shall comply with all recorded covenants which encumber the Premises, and all rules and regulations relating to fire and life safety systems. Lessee shall not do or permit any act which would constitute a public or private nuisance or waste or cause damage to Lessor, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises. Lessee shall comply with all state, county, and city ethics laws and regulations in the use of the Premises.

ARTICLE V – LESSOR’S USE OF THE LAND

5.1. **Lessor’s Use of Premises.** The Lessor shall have the right, upon reasonable prior written notice to Lessee, to schedule meetings or events on the Land as space is available at no rental charge to the Lessor. The Lessor will assume set up and clean up responsibilities for said events or meetings.

ARTICLE VI PARKING

6.1. **Parking.** All parking on the Premises shall be available to the public.

ARTICLE VII - ACCEPTANCE OF THE PREMISES

7.1. **Acceptance of Property.** Lessee acknowledges that Lessor has not made any representations or warranties with respect to the condition of the Premises and neither Lessor nor any assignee of the Lessee shall be responsible for any latent defects therein. Lessor is presently in possession of the Premises and accepts the condition of the Premises “AS-IS”.

ARTICLE VIII -LEASE OBLIGATIONS

8.1. **Lessee’s Obligations.** With respect to the Buildings, Lessee shall be solely responsible for and shall promptly pay as its expense all charges for electricity, telephone, cable, television, communication equipment, water, sewer, gas, janitorial service, cleaning, refuse removal, pest control, painting, window cleaning, and all other utility consumption charges. The Lessee shall pay all costs and expenses for the installation of any improvements made to the Building, any additional utilities, other improvements, or upgrades to the improvements provided by the Lessee, as well as costs and expenses associated with the extension of any and all lines necessary to provide such additional utilities, improvements, upgrades, and services to the interior of the buildings, and all connection fees, assessments and charges related thereto.

8.2. **Failure to Maintain by Lessee.** In the event Lessee does not keep and maintain the Buildings in accordance with Paragraph 8.1 to Lessor’s reasonable satisfaction or make repairs

or commence repairs within fifteen (15) after written notice from Lessor, Lessor may, in addition to any other remedies it may have under law or this Lease, terminate this Lease or prohibit access to the Building until such repairs are completed.

8.3. **No Damage.** Lessee shall not damage, destroy, deface, or injure any portion of the Premises and shall be responsible for any damages sustained through the acts or omissions of Lessee or any of its agents, employees, guests, and invitees.

ARTICLE IX- LESSOR'S AND LESSEE'S PROPERTY

9.1. **Lessor's Property.** All fixtures, equipment, and improvements constructed or installed on the Land, other than the Building and its appurtenances, at the commencement of, or during the Term of this Lease, whether or not by or at the expense of Lessee, shall be and remain a part of the Premises and shall be deemed the property of Lessor, and shall not be removed by Lessee except as set forth herein.

9.2. **Lessee's Property.** The Building, and all appurtenances, furniture, furnishings, and other articles of moveable personal property owned by Lessee and located in or attached to the Building (collectively the "Lessee's Property") shall be and shall remain the property of Lessee, and may be removed by Lessee at any time during the Term of this Lease so long as Lessee's obligations are current and no default exists under this Lease. In the event Lessee's Property is so removed, Lessee shall repair or pay the cost of repairing any damage to the Premises or the Building resulting from the installation and/or removal thereof and restore the Premises or the Building to the same physical condition and layout as existed at the time Lessee was given possession of the Premises.

9.3. **Removal of Lessee's Property.** At or before the expiration of this Lease, or within fifteen (15) days after the termination date if this Lease is terminated prior to the end of the Term, Lessee, at its expense, shall remove from the Premises all of Lessee's Property (except such items thereof as Lessor shall have expressly permitted to remain, which property shall become the property of Lessor), and Lessee shall repair any damage to the Premises or the Building, if permitted to remain, resulting from any installation and/or removal of Lessee's Property, and shall restore the Premises to the same physical condition and layout as existed at the time Lessee was given possession of the Premises, reasonable wear and tear excepted.

ARTICLE X - DESTRUCTION OF PREMISES

10.1. **Total Destruction.** In the event that the Building is destroyed to the extent of not less than forty percent (40%) of the replacement cost thereof, the Lessee may elect to terminate this Lease, whether the Premises are affected or not. A total destruction of the Building shall terminate this Lease. Lessee shall be responsible for the removal or repair of the Building and any related debris.

10.2. **Abatement of Rent.** During any period of restoration, the Lease shall continue in full force and effect. Rent may be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage, unless said

damage was caused by the negligence or intentional wrongful act of Lessee or its officers, employees, agents or invitees. The Lessee and Lessor may enter into an amendment to this Lease to provide for the abatement of rent in the event the Premises shall become untenable during the Term of the Lease.

ARTICLE XI - ALTERATIONS AND MECHANIC'S LIENS

11.1. **Alterations by Lessee.** No alterations to the Premises shall be made by Lessee unless the following conditions are met:

a. Lessee shall provide a sealed set of plans prepared by an architect to Lessor and Lessee shall have received the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. Any building permit issued without City Commission consent shall be void.

b. Lessee shall have procured all permits, licenses, and other authorizations required for the lawful and proper undertaking thereof.

c. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; or (iii) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises.

11.2. **Mechanic's, Construction, Materialman's, and Laborer's Liens.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes, or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all mechanic's, materialman's, construction, or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or the Property. The interest of Lessor in the Premises shall not be subject to liens for improvements made by or for Lessee, whether or not the same shall be made or done in accordance with any agreement between Lessor and Lessee. This Lease specifically prohibits the subjecting of Lessor's interest in the Premises to any mechanic's, materialman's, construction, or laborer's liens for improvements made by Lessee or for which Lessee is responsible for payment under the terms of this Lease. Lessee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Lessor in the Premises and all mechanics, materialmen, contractors, artisans, and other parties contracting with Lessee or its representatives or agents are hereby charged with notice that they must look to Lessee to secure payment of any bill for work done or material furnished or for any other purpose during the term of the Lease. In addition to the foregoing, the Lessee shall notify any of its contractors making any improvements to the Premises of the terms of this provision, and Lessee acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Lessee and the contractor(s) voidable at the option of the Lessor. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building or the site on which it is located on account of or arising out of any improvement or work done by Lessee, or any person claiming by, through or under Lessee,

for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Lessor in the Premises or the Building (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor. If so requested by Lessor, Lessee shall execute a short form or memo of this Lease, which may at Lessor's discretion be recorded in the Public Records of Palm Beach County, Florida for purposes of protecting Lessor's estate from any claims of lien, as provided in Chapter 713, Florida Statutes.

ARTICLE XII - ASSIGNMENT AND SUBLETTING

12.1. **No Assignment by Lessee.** This Lease and any portion of the Premises shall be non-assignable by Lessee, in whole or in part. Notwithstanding the foregoing, Lessee shall have the right to license all or a portion of the premises pursuant to the Lessee's Permitted Uses.

12.2. **Lessor's Right of Assignment.** Lessor shall have the right to sell, assign, or otherwise encumber or dispose of Lessor's interest in the Premises and this Lease. In the event of any such disposition, Lessor shall have no further liability or obligation to Lessee under this Lease, except as specifically provided for herein.

ARTICLE XIII - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

13.1. **Lessor Obligations.** Lessee shall be responsible, at its sole cost and expense for any code compliance for the Building under 42 U.S.C. §12101, commonly known as the Americans with Disabilities Act of 1990, and shall not be passed through to Lessor in any form during the Term of the Lease or any extensions thereof.

13.2. **Obligations of Lessee.** Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Lessee shall during the Term of this Lease comply with all laws, ordinances, regulations, orders, and requirements of any governmental authority which may be applicable to Lessee's Permitted Use of the Premise. Lessee's obligation shall include compliance with the Florida Clean Indoor Air Act which provides in part that a person may not smoke in an enclosed indoor workplace. In the event Lessee receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules, or requirements relating to any portion of the Premises, the Building, or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Lessee shall provide written notice to Lessor thereof within ten (10) days after receipt of same by Lessee.

ARTICLE XIV - RIGHT OF LESSOR TO PERFORM LESSEE'S COVENANTS

14.1. **Payment or Performance.** Lessor shall have the right, upon ten (10) days prior written notice to Lessee (or without notice in the case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred) to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall imply any obligation on the part of Lessor to make any payment or perform any act required

of Lessee, and the exercise of the right to do so shall not constitute a release of any obligation, waiver of any default or obligation of Lessor to make any similar payment or perform any similar act in the future.

14.2. **Reimbursement.** All payments made, and all costs and expenses incurred in connection with Lessor's exercise of the right set forth in Paragraph 14.1 above, shall be reimbursed by Lessee within ten (10) days after receipt of a bill setting forth the amounts so expended. Any such payments, costs, and expenses made or incurred by Lessor shall be treated as Additional Rent owed by Lessee.

ARTICLE XV - INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

15.1. **State Agency.** The Lessor is a state agency as defined in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Lease.

15.2. **Indemnification by Lessee.** Lessee shall defend, indemnify and hold the Lessor, its respective officials, officers, agents and employees, harmless from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons arising out of or connected with, directly or indirectly, Lessee's use of the Premises whether or not the incident giving rise to the injury, loss or damage occurs within or without the Premises. Lessee further agrees to defend, indemnify and save harmless the Lessor from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Lessor on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Lessor for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation arising solely out of Lessee's use of the Premises. The indemnification provided herein shall obligate the Lessee to defend at its own expense or to provide for such defense, at the Lessor's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Lessor arising from the Lessee's use of the Premises. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Lessee shall survive expiration or termination of this Lease.

15.3. Lessor's Insurance.

a. **Self-Insurance.** Lessee acknowledges that the Lessor is a Florida Municipal Corporation and is self-insured and the Lessor shall have no obligation to obtain separate insurance.

b. **No Lessee Rights.** In the event Lessor has any insurance policy, Lessee shall have no rights in any policy or policies maintained by Lessor and shall not be entitled to be a named insured thereunder.

15.4. **Lessee's Insurance.**

a. Lessee will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) **Workers' Compensation.** Lessee has no employees and therefore is not required to carry Workers' Compensation insurance. In the event Lessee hires any employees, Lessee will notify the City and provide proof of Workers' Compensation satisfactory to the City.

(ii) **Scouting Activities.** Liability insurance will be provide by the National Boy Scouts of America for any Scout Activities and the City shall be listed as an additional insured on the policy.

b. All policies of insurance provided for in this Paragraph 15.4 shall be issued in a form acceptable to Lessor by insurance companies reasonably acceptable to Lessor with a general policyholder's rating of not less than XI and a financial rating of AAA as rated in the most current available Best's Insurance Reports, and qualified to do business in Florida. Each and every such policy:

(i) Shall be issued in the name of Lessee and with regard to Commercial General Liability policy, shall be endorsed to name as additional insureds Lessor and any other parties in interest from time to time designated in writing by notice from Lessor to Lessee; and with regard to the Property Damage policy, shall name Lessor and any other parties in interest from time to time designated in writing by notice from Lessor to Lessee, as an additional loss payee;

(ii) Shall be for the mutual and joint benefit and protection of Lessor and Lessee and any such other parties in interest;

(iii) Shall (for a certificate thereof shall) be delivered to Lessor and any such other parties in interest within ten (10) days before delivery of possession of the Premises to Lessor and thereafter within thirty (30) days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and like extent;

(iv) Shall contain a provision that the insurer will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellation, termination, or lapse of insurance;

(v) Shall be written as a primary policy which does not contribute to and is not in excess of coverage which Lessor may carry; and

(vi) Shall contain a provision that Lessor and any such other parties in interest, shall be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Lessee.

c. Lessee agrees to permit Lessor at all reasonable times to inspect the policies of insurance of Lessor with respect to the Premises for which policies or copies thereof are not delivered to Lessor.

d. Notwithstanding any laws to the contrary, the City is an additional insured but only to the extent of monetary limits as set forth by Florida Statute 768.28 and the Florida Constitution. Nothing contained herein shall be deemed a waiver of the Lessor's Sovereign Immunity.

15.5. **Lessee's Contractor's Insurance.** Lessee shall require any contractor of Lessee performing work on the Premises to carry and maintain, at no expense to Lessor: (a) comprehensive general commercial liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage to afford protection, with limits for each occurrence of not less than ONE MILLION AND XX/100 DOLLARS (\$1,000,000.00) with respect to personal injury or death, and ONE MILLION AND XX/100 DOLLARS (\$1,000,000.00) with respect to property damage; and (b) Workers' compensation or similar insurance in form and amounts required by law. Alternatively, Lessee may procure for the benefit of Lessee and Lessor (and covering the work of Lessee's contractor) such policies of insurance which would include the protections contained herein, including but not limited to such "builder's risks" or "all risks" insurance policies. Lessee shall provide a certificate of insurance from the contractor's insurer to the Lessor prior to the commencement of any work in the Premises.

15.6. **Payment Bond.** Lessee shall require its contractor to furnish and provide to Lessee and/or Lessor a Material and Labor Payment Bond for the construction of the Lessee Improvements (the "Payment Bond") as required by Section 255.05, Florida Statutes. The Payment Bond must be issued by an insurance company or surety company reasonably acceptable to the Lessor and comply with Section 255.05 and 713, 23, Florida Statutes. The amount of the Payment Bond shall be the amount of the construction contract to complete the improvements. The Payment Bond shall remain in effect until the improvements are completed and all contract obligations of the contractor have been satisfied.

ARTICLE XVI - DEFAULT; LESSOR REMEDIES

16.1. **Events of Default.** Lessee shall be in default of this Lease if any one or more of the following events shall occur:

a. Lessee shall fail to pay any installment of the Rent or any other monetary obligation of Lessee called for hereunder as and when the same shall become due and payable; or

b. Lessee shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of thirty (30) days after the giving of written notice thereof from Lessor to Lessee, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said thirty

(30) days, Lessee shall fail to proceed within said thirty (30) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of thirty (30) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

c. Lessee shall, other than as part of a program or event which is a Permitted Use, assign, transfer, or encumber this Lease or sublet the Premises in contravention of the Permitted Uses or in violation of the Permitted Uses; or

d. Lessee shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee of all or any substantial part of Lessee's properties; or

e. If, within ninety (90) days after the filing of an involuntary petition to bankruptcy against Lessee or the commencement of any proceeding against Lessee seeking any arrangement, reorganization, composition, readjustment, or similar relief under any law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Lessee, or any substantial part of its properties, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated; or

f. Lessee shall vacate or abandon the Premises, then, and in such event, or during the continuation thereof (subject to the time period described in Subparagraph 16.1.b, Lessor may, at its option, by written notice to Lessee, designate a date not less than fifteen (15) days from the giving of such notice on which this Lease shall end, and thereupon, on such date, this Lease and all rights of Lessee hereunder shall terminate. Such termination by Lessor shall not affect the remedies of Lessor provided in this Lease; or

g. The failure by Lessee to maintain its legal existence as a Federal tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code or its equivalent.

16.2. **Surrender of Premises.** Upon any termination of this Lease, Lessee shall surrender the Premises to Lessor, and Lessor, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Lessee or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

16.3. **Re-letting.** At any time or from time to time after any such termination of this Lease, Lessor may re-let the Premises or any part thereof, in the name of Lessor or otherwise, for such term or terms and on such conditions as Lessor, in its sole discretion, may determine, and

may collect and receive the rents therefore. Lessor shall not be responsible or liable for any failure to re-let the Premises or any part thereof or for any failure to collect any rent due upon such re-letting.

16.4. **Survival of Obligations.** No termination, pursuant to this Article 16 relieves Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

16.5. **Holdover.** Should Lessee hold over and remain in possession of the Premises at the expiration of any Term hereby created, Lessee shall, by virtue of this Section, become a Lessee-at-sufferance and shall pay Lessor twice the Rent per month of the last installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Lessee shall give to Lessor at least thirty (30) days prior written notice of any intention to remove from the Premises, and shall be entitled to fifteen (15) days prior notice of any intention of Lessor to remove Lessee from the Premises in the event Lessor desires possession of the Premises; provided, however, that said tenant-at-sufferance shall not be entitled to fifteen (15) days notice in the event the said Rent is not paid in advance without demand, the said fifteen (15) days written notice being hereby expressly waived.

16.6. **Force Majeure.** The obligations of Lessee hereunder shall not be affected, impaired, or excused, nor shall Lessor have any liability whatsoever to Lessee, because; (a) Lessor is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond Lessor's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Lessor's reasonable control. Lessee shall not hold Lessor liable for any injury or damage to person or the Building caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain or dampness, which may leak or flow from any part of the Building or Property, or from the pipes, appliances or plumbing work of the same.

16.7. **Additional Remedies.** Upon the occurrence of any event of default, Lessor shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recovery of all monetary damages sustained by Lessor as a result thereof. The remedies herein provided are not exclusive and the Lessor shall have any and all other remedies provided herein or by law or in equity.

ARTICLE XVII - EMINENT DOMAIN

17.1. **Taking.** If the whole of the Building or the Premises or if more than fifty percent (50%) of the Building which materially affects Lessee's use and occupancy of the Premises shall be taken by condemnation or in any other manner for any public or quasi- public use or purpose,

this Lease and the term and estate hereby granted shall terminate as of the date of vesting of title on such taking and the Rent shall be prorated and adjusted as of such date.

17.2. **Award.** In the event that the City ceases to be the Lessor, in such case the subsequent Lessor shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom except to the extent that the Lessee shall be entitled to compensation based upon the damages sustained to its property.

17.3. **Temporary Taking.** If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for public or quasi- public use or purpose during the term of this Lease and at the time of such temporary taking the City is not then the Lessor, Lessee shall be entitled, except as hereinafter set forth to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Lessee's Property and for moving expenses, and Lessor shall be entitled to receive that portion which represents compensation for the use and occupancy for a period beyond the date to which the Rent has been paid shall be received, held and applied by Lessor as a trust fund for payment of the Rent becoming due hereunder.

17.4. **Partial Taking.** In the event of any taking of less than the whole of the Buildings situated which does not result in termination of this Lease, or in the event of a taking for a temporary use or occupancy of all or any part of the Premises which does not result in a termination of this Lease, Lessor, at its expense, and whether any award shall be sufficient for the purpose, shall proceed with reasonable diligence to repair to the remaining part(s) of the Building and the Premises to substantially their former condition to the extent that the same be feasible (subject to reasonable changes which Lessor shall reasonably deem desirable) and so as to constitute complete and tenantable Building and Premises.

ARTICLE XVIII - QUIET ENJOYMENT

18.1. **Quiet Enjoyment.** Lessor agrees that Lessee, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms, and conditions of this Lease and the rules and regulations of Lessor affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term hereof, expressly subject to the terms, limitations, and conditions contained in this Lease.

ARTICLE XIX - LESSOR'S RIGHT OF ACCESS

19.1. **Access for Maintenance and Repair.** Except for the space within the Building, access throughout the Premises for the purposes of operation, maintenance, decoration and repair are reserved to Lessor. Lessor shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Lessee and without any reduction of Lessee's covenants and obligations hereunder. Lessor and its agents shall have the right to enter upon the Premises for the purpose of making any repairs therein or thereto or, upon reasonable notice to Lessee for any other purpose, which shall be considered necessary or desirable by Lessor, in such a manner as not to unreasonably interfere with Lessee in the conduct of Lessee's business on the Premises; and in addition, Lessor and its agents shall have the right to enter the

Premises, as Lessor deems reasonably necessary or desirable, at any time in cases of emergency.

19.2. **Access for Inspection and Showing.** Upon reasonable notice to Lessee and during normal business hours, Lessor and its agents shall have the right to enter and/or pass through the Premises at any time to inspect or examine the Premises and to show them to actual or prospective purchasers or mortgagees of the Premises.

19.3. **Lessor's Alterations and Improvements.** If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Lessor and without any reduction or diminution of Lessee's obligations under this Lease. Upon providing prior notice to the Lessee, Lessor reserves the right to make such changes, alterations, additions and improvements to the street entrances and other public portions of the Premises, as Lessor shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Lessor's covenant of quiet enjoyment or constructive eviction.

ARTICLE XX - SIGNS AND OBSTRUCTION

20.1. **Signs.** Lessee shall not place or suffer to be placed or maintained upon any exterior door, roof, wall, or window of the Premises or the Building, any sign, awning, canopy, or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as consented to by Lessor in its sole discretion. In the event the Lessor is granted approval of a Master Sign Program, the terms of the Program shall prevail. Said Building signage shall be subject to Lessor's reasonable approval and is subject to all appropriate governmental approvals. At Lessee's sole expense, Lessee agrees to maintain any such signage approved by Lessor in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Lease. Upon removal thereof, Lessee agrees to repair any damage to the Premises caused by such installation and/or removal at Lessee's sole expense.

20.2. **Obstruction.** Lessee shall not permanently obstruct, block, or impede the public sidewalks, parking lots, rights of way, or other public appurtenant areas to the Premises in any manner whatsoever.

ARTICLE XXI - NOTICES

21.1. **Notices.** Except as otherwise provided in this Lease, any notice or other information required or authorized by this Lease to be given by either Party to the other may be given by hand with receipt; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services or prepaid overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the Notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the

address to which Notices may be delivered, and delivery to such address shall constitute binding notice given to such party:

AS TO LESSOR:
City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

WITH A COPY TO:
City Attorney
City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, Florida 33444

AS TO LESSEE:
Pioneer Boys Association, Inc.
1237 N. Federal Highway
Delray Beach, FL 33483

ARTICLE XXII - RECORDS

22.1. **Records.** Lessee, at all times during the term of this Lease, will keep proper books of record and account in which full, true and correct entries will be made of its transactions with respect to the operation of the Premises in accordance with generally accepted accounting practices, consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Premises. Lessor will have the right from time to time during normal business hours and upon reasonable notice to Lessee to examine all such books, records and accounts at Lessee's office or at the office of such other person as maintains them, and to make such copies or extracts as Lessor may reasonably be required in order for Lessor to comply with any agreement, ordinance, law or regulation regarding the use of the Premises and operation of the Premises, which shall at Lessor's sole costs and expense. Lessee will furnish to Lessor, at Lessee's expense, all evidence which Lessor may from time to time reasonably request as to the accuracy and validity of or compliance with all Lessee's obligations under this Lease. Any inspection or audit of the books and records of Lessee or the procuring of documents verifying financial and other information, by or on behalf of Lessor, shall be for Lessor's verification of Lessee's operation of the Premises, and shall not constitute any assumption of responsibility or liability by Lessor to Lessee or anyone else with regard to the condition, maintenance or operation of the Premises, nor relieve Lessee of any of Lessee's obligations.

22.2. **Funding Agreement.** If at any time during the term of this Lease, Lessee is a party to a funding agreement, or grant, or it is the recipient of a conditional gift (collectively the "Funding Agreement"), Lessee shall timely comply with all of the terms and conditions of the Funding Agreement.

ARTICLE XXIII - MISCELLANEOUS

23.1. **Environmental Indemnity.** Lessee agrees to indemnify and hold Lessor harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action, or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Premises, solely through the acts of Lessee, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Lessor's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, PFAs, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 Section 1802 et. seq. Nothing in this section is intended to alter or waive the Lessee's entitlement to statutory or common law sovereign immunity, or to extend Lessor's liability beyond the limits established in Section 768.28, Florida Statutes, as amended. The Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, the Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply notwithstanding any other provision of this Lease. The Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

23.2. **Mold Exclusion.** Lessee hereby acknowledges that Lessor has advised Lessee that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Premises and the property therein. Lessee agrees that Lessor shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Premises to Lessee. Accordingly, Lessee hereby releases Lessor, and their agents, employees, successors, and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Premises. In the event it is discovered that mold is present at the Premises then Lessor, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Lessor's sole expense.

23.3. **Asbestos.** Lessee shall comply with all regulations enacted by the Occupational Safety and Health Administration ("OSHA"), as set forth in Sections 1910.1001 and 1926.1101 of Title 29 of the Code of Federal Regulations (the "OSHA Regulations"). In the event that Lessee performs any alterations to the Premises, Lessee shall be solely responsible for compliance with the OSHA Regulations and any contaminant or encapsulation of asbestos-containing materials ("ACM") and materials designated by OSHA as presumed asbestos-containing materials

("PACM") located in the Premises, or resulting remediation made necessary as a result of Lessee's work. In addition, the following materials, if located in properties constructed prior to 1981, must, in accordance with the OSHA Regulations, be treated as PACM; any thermal system insulation and surfacing material that is sprayed on, troweled on, or applied in some other manner, as well as any resilient flooring material installed in 1980 or earlier. Upon written request by Lessor, Lessee shall provide Lessor with copies of any information pertaining to ACM or PACM in Lessee's files.

23.4. **Radon Gas.** Pursuant to Florida Statutes, Section 404.056(6), the following disclosure is required by law: 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 public health unit.

23.5. **Estoppel Certificates.** Each party agrees, at any time and from time to time as requested by the other party, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the Rent and other charges have been paid, stating whether or not the other party is in default in performance of any of its obligations under this Lease, to the best of the certifying party's knowledge, and, if so, specifying each such default, and stating whether or not any event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event. Lessee also shall include in any such statements such other information concerning this Lease as Lessor may reasonably request.

23.6. **No Recordation.** This Lease shall not be recorded in the Public Records of Palm Beach County.

23.7. **Governing Law and Attorney's Fees.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Lease, exclusive venue shall lie in the Circuit Court in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease on Lessee's part to be performed shall be deemed and construed as a separate and independent covenant of Lessee, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

23.8. **No Partnership or Joint Venture.** Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Lessor and Lessee, or to create any other relationship between the parties other than that of Lessor and Lessee.

23.9. **Capacity to Execute Lease.** Lessee represents that it is legally constituted, in good standing, and authorized to conduct business in the State of Florida. Lessee further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Lessor and that upon such execution and delivery, the Lease shall be valid and binding upon Lessee in accordance with its respective terms and conditions. Each of the persons executing this Lease on behalf of Lessee represents and warrants that it is a duly organized and existing 501(c)(3) corporation. Lessor represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Lessee, and that upon such execution and delivery, the Lease shall be valid and binding upon Lessor in accordance with its respective terms and conditions.

23.10. **Exculpation of Lessor.** In the event that the City is no longer the Lessor, then, and only in such event, Lessor's obligations and liability to Lessee with respect to this Lease shall be limited solely to Lessor's interest in the Premises and neither Lessor, nor any officer, agent, or representative of Lessor, shall have any personal liability whatsoever with respect to this Lease.

23.11. **Waiver of Trial by Jury.** **IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

23.12. **Entire Agreement.** This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors, and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Lessor and Lessee.

23.13. **Sale of Premises by Lessor.** The parties agree that Lessor has the right to sell the Premises, subject to this Lease, at any time during the Lease Term.

23.14. **Governmental Functions.**

a. The parties agree that this Lease shall not constitute a waiver of any portion of the City of Delray Beach's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation and that the Lessee shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Lessee's performance of its obligations pursuant to this Lease.

b. To the extent approval or permission must be obtained from the City of Delray Beach, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have

any vested rights.

c. The Lessor has not waived its sovereign immunity and the limits of tort liability set forth in Section 768.28, Florida Statutes, as may be amended from time to time. Moreover, the Lessor desires to enter into this Lease only if in so doing the Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00). Lessee hereby expresses its willingness to enter into this Lease with a \$ TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00) limitation on recovery for any damage action for breach of contract. Accordingly, Lessee hereby agrees that the Lessor shall not be liable to Lessee for damages in an amount in excess of TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00) for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the Lessor by this Lease. The foregoing provisions shall not preclude an action by Lessee for specific performance. Nothing contained in this subparagraph or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon the Lessor's liability as set forth in Section 768.28, Florida Statutes; and

d. Any action by Lessor shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the Lessor's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

23.15. **No Brokers.** Lessor and Lessee each represents and warrants to the other that such party has not authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for such party in connection with this Lease. Each party shall indemnify, defend and hold the other harmless from and against any and all claims by any real estate broker or salesman for a commission, finder's fee or other compensation as a result of the inaccuracy of such party's representation above.

23.16. **No Rights of Third Parties.** Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

23.17. **No Waiver.** The waiver by the Lessor of any agreement, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the Lessor to insist upon the performance by Lessee in strict accordance with such terms. The subsequent acceptance of Rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any agreement, condition, or provision of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of the preceding breach at the time of acceptance of Rent.

23.18. **Counterpart Execution.** This Lease may be executed in counterparts, each of which shall be a fully executed original and all of which together shall constitute one and the same instrument. Each party agrees to promptly deliver an execution original to this Lease with its actual

signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Lease.

23.19. **Inspector General.** Lessee is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Lease, and may demand and obtain records and testimony from Lessee. Lessee understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Lessee to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Lease.

23.20. **Time is of the Essence.** Time is of the essence with respect to the payment of all Rent and Additional Rent and with respect to the performance of every provision of this Lease.

23.21. **Public Records Statutory Disclosure.** Lessee shall comply with public records laws as applicable to this Lease and to Lessee's obligations hereunder. **IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL: CITYCLERK@MYDELRAYBEACH.COM.**

Lessee shall comply with public records laws, specifically to:

- (i) Keep and maintain public records required by the City to perform the service.
- (ii) 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 Florida Statute or as otherwise provided by law.
- (iii) 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 Lease term and following expiration or termination of the Lease if Lessee does not transfer the records to the City.
- (iv) Upon expiration or termination of the Lease, transfer, at no cost, to the City all public records in possession of Lessee or keep and maintain public records required by the City to perform the service. If Lessee transfers all public records to the City upon completion of the Lease, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon expiration or termination of the Lease, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible

- with the information technology systems of the City.
- (v) If Lessee does not comply with this section, the City shall enforce the Lease provisions in accordance with the Lease and may unilaterally cancel this Lease in accordance with state law.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on their behalf as of the Effective Date above.

ATTEST:

**LICENSOR: CITY OF DELRAY
BEACH, FLORIDA**

Katerri Johnson, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

WITNESSES:

**LICENSEE: PIONEER BOYS
ASSOCIATION, INC.**

Signature

Print Name

Signature

Print Name

By: _____

Print Name: _____

Title: _____

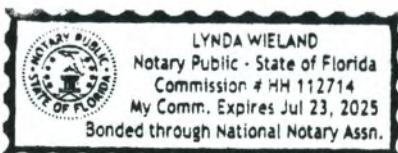
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2024, by Frank Hunter (name of person), as Director (type of authority) for Pioneer Boys Association, Inc. (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification

Type of Identification Produced FDL



Notary Public – State of Florida

EXHIBIT "A"

Legal Description of the Premises

That part of the Southeast $\frac{1}{2}$ of Lot 5 in Section 8, Township 46 South, Range 43 East, lying Northeast of Lake Ida Road, Delray Beach, Florida.

PCN: 12-43-46-08-21-005-002