

LEASE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH
AND CHRISTIANS REACHING OUT TO SOCIETY, INC.

THIS LEASE is made this ____ day of _____, 2017 by and between the **CITY OF DELRAY BEACH**, (hereinafter referred to as "Lessor"), a Florida municipal corporation, and **CHRISTIANS REACHING OUT TO SOCIETY, INC.**, (hereinafter referred to as "Lessee"), a Florida Not for Profit Corporation, and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the **Lessor** and the **Lessee** desire to enter into a lease for property, which includes the land, building and parking area, located at 196 NW 8TH Avenue, Delray Beach, Florida 33444 ("Premises").

NOW, THEREFORE, the Parties, in consideration of the covenants herein contained, agree as follows:

1. **Premises.** **Lessor** hereby leases to **Lessee** the above-described Premises to be utilized by **Lessee** for the purpose as stated in Section 4 ("Use of Premises") below. No other use shall be made of the Premises unless first obtaining the written permission of the City Manager, or designee, which may be denied in **Lessor's** sole discretion.

2. **Rent.** **Lessee** shall pay to **Lessor** on a monthly basis the sum of one dollar (\$1.00). **Lessee** agrees to pay all charges for electricity and water or any other utilities used or consumed as a result of the building use and parking area located in or on the Premises, including the cost of outside lighting of the Premises, by contracting directly with the utility company furnishing such utilities to the Premises.

3. **Term and Commencement Date.** Lessee shall have and hold the Premises as described in Section 1 (Premises) immediately upon execution of this Lease and shall continue on a month to month basis until terminated by either Party.

4. **Use of Premises.** The Lease is made by the Lessor for the purpose of enabling Lessee to conduct the following services on the Premises: provide meals for those in need through the Caring Kitchen Program and provide basic social services to those in need, including but limited to: providing a mailing address, bus passes, limited office services and clothing. Any other uses by Lessee require the prior written consent of the City Manager or designee.

5. **Assignment and Subletting/Encumbrances.** The Lessee shall not assign or sublease any part of the Premises without first obtaining the written consent of the Lessor.

6. **Indemnification.** Lessee shall indemnify, defend and hold harmless the Lessor from and against any and all judgments, damages, claims, demands, losses, causes of action, and other costs and expenses, including reasonable attorney's fees incurred in the defense thereof, that may be incurred by the Lessor or alleged against the Lessor by reason of any loss, damage or injury to any person or property resulting directly or indirectly by reason of the use and occupancy of the Premises, or by the reason of the act, or failure to act by the Lessee, its agents, employees or representatives.

7. **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 Insurance: Lessee shall during the Term of this Lease provide and maintain in accordance with statutory requirements of the State of Florida workers compensation insurance or employee's liability insurance to protect against on-

the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law. The limits shall be no less than Five Hundred Thousand Dollars (\$500,000) for each accident, and an occupational disease limit of Five Hundred Thousand Dollars (\$500,000) per employee/Five Hundred Thousand Dollars (\$500,000) aggregate.

- (ii) Commercial General Liability and Property Damage. **Lessee** shall maintain a Commercial General Liability policy applying to the use and occupancy of the Premises and any areas adjacent thereto, and the Permitted Use operated by **Lessee**, or by any other occupant of the Premises with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage and Two Million Dollars (\$2,000,000) aggregate products/completed operations coverage. Such policy shall specifically name the **Lessor** as an additional insured. **Lessee's** Commercial General Liability policy shall not provide for a deductible in excess of Two Thousand Dollars (\$2,000) without the prior written approval of the City Manager or designee. All general liability and property damage policies shall contain an endorsement that **Lessor**, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of **Lessee**.
- (iii) Property Insurance. **Lessee** shall maintain a personal property insurance policy on all personal property, furniture and fixtures of **Lessee**.

- b. All policies of insurance provided for in this Section 7 shall be issued in form acceptable to **Lessor** by insurance companies reasonably acceptable to **Lessor** with 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 immediately upon execution of this Lease 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 **Lessee** with respect to the Premises for which policies or copies thereof are not delivered to **Lessor**.

- d. Notwithstanding any laws to the contrary, **Lessor**, City of Delray Beach, 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.

8. **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 NO/100 DOLLARS (\$1,000,000.00) with respect to personal injury or death, and ONE MILLION AND NO/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. **Lessee** shall provide a certificate of insurance from contractor's insurer to the **Lessor** prior to the commencement of any work in the Premises.

9. **Maintenance.** The **Lessee** shall maintain the Premises including all alterations thereto, at its own expense and shall keep the Premises in a safe condition and in good repair. **Lessee's** responsibilities include, but are not limited to, the following:

- a. The repair, maintenance and, if necessary, the replacement of the roof, roof drains, outside walls, foundation and structural portions of the building (both interior and exterior), the fire sprinkler and electrical systems of the Premises and the plumbing and sewage pipes servicing the Premises and located on the Premises.
- b. **Lessee** shall not commit waste on the Premises, nor maintain, commit or permit the maintenance of commission of a nuisance thereon, or use the Premises for an unlawful purpose or unpermitted purpose.
- c. **Lessee** shall be responsible for all costs and expenses associated with the repair, maintenance, and replacement, if necessary, of the HVAC systems of the Premises.

- d. **Lessee** shall be responsible for the painting of the building, and additions or alterations thereto, both interior and exterior, and any additional buildings approved in advance by the **Lessor**.
- e. **Lessee** shall maintain and repair all structures or appurtenances placed on the property by Lessee.
- f. **Lessee** shall maintain, repair and replace, if necessary, all outdoor lighting and outdoor paved areas on the Premises including parking lots on the Premises.
- g. **Lessee** shall be responsible for repair and replacement of fencing, if applicable, and for the maintenance of the landscaping.
- h. **Lessor** shall maintain the irrigation system located on the Premises.
- i. All maintenance, repair and/or replacement not expressly reserved to **Lessor** shall be the responsibility of **Lessee**.

10. **Alterations/Expansion.** The **Lessee** shall obtain prior written approval of the City Manager or designee for any construction or alterations on the Premises. All work done by **Lessee** in connection with any alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion in accordance with the plans and specifications therefore. **Lessee** agrees to perform, at its own cost and expense, all work necessary to fully equip and maintain the Premises for **Lessee's** permitted use of the Premises as specified in Section 4 (Use of Premises), supra.

11. **Repair and Damage of Site.** **Lessee** shall be fully responsible for damage of any kind or nature to the Premises caused by the use by **Lessee** or invitees of **Lessee**. **Lessee** shall be fully responsible for any and all repairs or replacement deemed reasonably necessary by **Lessor** to return the Premises to the condition existing at the commencement of this Lease, normal wear and tear excluded. **Lessee** shall give to **Lessor** prompt written notice, in compliance with Section 16 below (Notice), of any occurrence, incident, or accident occurring on or at the

Premises. In the event any damage should occur to the Premises, Lessee shall promptly notify the Lessor.

12. **Right to Inspect.** Notwithstanding emergency situations, Lessor or Lessor's agents shall have the right, upon reasonable prior notice to the Lessee, to enter the Premises for the purposes stated in Section 4 (Use of Premises), and for the purpose of inspection and maintenance of, or to make repairs to the Premises or the Building, which are Lessor's responsibility or which the Lessor has the right to perform pursuant to Section 9 (Maintenance), supra, or for the purpose of complying with laws, regulations or other requirements of government authorities. Any such entrance onto the Premises shall be conducted by Lessor in a manner calculated to minimize interference with or disruption of Lessee's operations within the Premises.

13. **Termination.** This Lease may be terminated by either party giving thirty (30) days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

14. **Governing Law.** This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County. BY ENTERING INTO THIS AGREEMENT, LESSOR AND LESSEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN

CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

15. **Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Lease, Lessee shall be responsible for their own attorney's fees and costs incurred. Any costs or expenses, including attorney's fees, incurred by Lessor to enforce this Agreement shall be borne by Lessee.

16. **Notice.** Any consents, approvals, permissions, and notices shall be effective and valid only if in writing mailed on or hand-delivered to:

a. If to the Lessor:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444
Attn: City Manager

b. If to the Lessee:

Christians Reaching Out to Society, Inc.
3677 23rd Avenue South, #B-101
Lake Worth, FL 33461
Attn: Ruth Mageria

17. **Public Records.** IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7051 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM. Lessee shall comply with all public records

laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **Lessee** agrees to:

- a. Keep and maintain all records that ordinarily and necessarily would be required by the **Lessor**.
- b. Provide the public with access to public records on the same terms and conditions that the **Lessor** would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the **Lessor** all records in possession of **Lessee** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **Lessor** in a format that is compatible with the information technology systems of the **Lessor**. All records shall be transferred to the **Lessor** upon termination of this Lease.
- e. If **Lessee** does not comply with this section, the **Lessor** shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

18. **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 contract, 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 **Lessor** to be a material breach of this Lease justifying its termination.

19. **Force Majeure.** Lessor shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials or services, government restriction (other than Lessor), enemy action, civil commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of Lessor.

20. **Compliance.** Lessee agrees to comply with all applicable federal, state, county, and local laws and regulations regarding non-discrimination and specifically agrees not to discriminate against any person on the basis of color, race, religion, age, creed, sex, national origin, or disability.

21. **Surrender Upon Termination.** Lessee shall peaceably surrender and deliver the Premises to Lessor immediately upon termination of this Lease. Lessee further agrees that it will leave the Premises in the condition existing at the commencement of this Lease, normal wear and tear excepted, and subject to the provisions of Section 10 (Alterations and Expansion) and Section 11 (Repair and Damage of Site).

22. **Entire Agreement.** This Lease constitutes all agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed the Lease as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

City Attorney

WITNESSES:

CHRISTIANS REACHING OUT TO
SOCIETY, INC.,

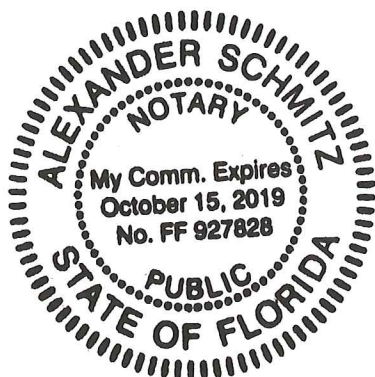
Alexander Schmitz
(Signature printed or typed)

By: Ruth Mageria
Ruth Mageria, Executive Director

Lisa Pierino
(Signature printed or typed)

STATE OF Florida
COUNTY OF Deer Beach

The foregoing instrument was acknowledged before me this 1st day of June, 2017 by Ruth Mageria (name of officer or agent, title of officer or agent), of Christians Reaching out to society, a non profit corporation, on behalf of the corporation. He/She is personally known to me or has produced FC-DL as identification.



Alexander Schmitz
Signature of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED 222001 C.R.O.S. Ministries Christians Reaching Out to Society, Inc. 301 1st Avenue S Lake Worth FL 33460 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: The Princeton Excess & Surp Lines Ins Co	10786
	INSURER B: State National Ins Company, Inc.	12831
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier : 222001

COVERAGES**CERTIFICATE NUMBER:** 570066626604**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N2-A3-RL-0000017-07 Excess GL SIR applies per policy terms & conditions	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$1,000,000 PRODUCTS - COM/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$1,000,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			N2-A3-RL-0000017-07 Excess Auto SIR applies per policy terms & conditions	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	NDE086428316 Excess WC - SIR \$500,000 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Revocable License Agreement is located at 3677 23rd Ave. S., #B-101, Lake Worth, FL 33461. City of Delray Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Delray Beach Attn: Director of Community Impact 100 NW 1st Ave. Delray Beach FL 33444 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>

Certificate No : 570066626604

