

**#13379 LEASE AGREEMENT BETWEEN  
ALACHUA COUNTY AND CITY CHURCH OF GAINESVILLE, INC.  
FOR LEASE SPACE LOCATED AT  
14 SOUTH MAIN STREET, GAINESVILLE, FLORIDA**

**THIS AGREEMENT** made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County” or “Tenant” and, City Church of Gainesville, Inc, a Florida for Not for Profit Corporation with a principle business address of 14 S Main St, Suite B, Gainesville, FL 32601, hereinafter referred to as the ‘Landlord.” Collectively the County and Landlord are referred to as the “Parties”

**WITNESSETH:**

**WHEREAS**, the Tenant currently leases the Premises pursuant to that certain lease dated September 13, 2016, as amended five times (the “2016 Lease”); and

**WHEREAS**, the 2016 Lease, as amended, expires on September 30, 2022, and the Parties wish to enter into this new lease so that the Tenant may continue to occupy and use the Premises uninterrupted commencing October 1, 2022.

**NOW, THEREFORE**, in consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the Parties hereto do mutually covenant and agree as follows:

1. **The Premises.** The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord office space of 4,656 sq ft located at 14 South Main Street, Suite A, Gainesville, FL 32601.
2. **Term.** The term of the lease shall begin on October 1, 2022 and shall end September 30, 2024 unless earlier terminated as provided herein. The Tenant shall have the option to renew this Lease Agreement at the terms and rent outlined herein. The Tenant shall provide written notice 120 days prior to the expiration of this Lease to the Landlord of its intent to exercise the option to renew.
3. **Renewal.**
  - A Tenant shall have an option to renew the lease for five (5) additional one-year periods through written amendment approved and signed by both Parties. **Notice of the intent to renew shall be given by the Tenant at least 120 days prior to the end of the current term. Landlord reserves the right not to approve a renewal. The Landlord will provide the tenant written notice of disapproval within ten days of the request to renew.**

- B Rent may be adjusted on the anniversary date of the Lease with rent changing by an amount equal to the Consumer Price Index (CPI) of the previous 12 months, not to exceed 3% for each year above the previous year's rent.

4. **Rent.**

- A The Tenant agrees to pay the Landlord monthly rental payments as follows:

Monthly Total	Annual Total
\$5,302.60	\$63,631.20

All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Tenant: Alachua County Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida 32601  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

- B The Tenant shall submit/mail monthly rental payments to City Church of Gainesville, Inc. and shall mail the rental payments to the Landlord at 14 S Main St, Suite B, Gainesville FL 32601. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax-exempt number is 85-8013937423C-9.
5. **Alterations and Improvements.** The Tenant may make alterations to the leased premises during the term of the lease, with written approval of the Landlord. At the termination of the lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant.
6. **Use of Premises.** The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct public business of the County or its Constitutional Officers.
7. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

8. **Surrender of Premises.** Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, reasonable use, wear, tear, and damage, only, expected.

9. **Services and Repairs.**

A Landlord:

- 1 Landlord shall maintain and keep in good repair the roof, structure, structural supports, all mechanical equipment including but not limited to HVAC, electric, plumbing, floor covering, ceiling tiles, doors, locks and windows.
- 2 Landlord is responsible for maintaining communication wiring within the building suitable for telephones and data.
- 3 Landlord shall keep the building envelope sealing against moisture and vermin.
- 4 Landlord shall be responsible for changing HVAC filters quarterly.
- 5 Landlord shall provide janitorial services for all common areas. The common areas include, but are not limited to, the entrance, foyer, ground floor hallway, stairwell, public restroom and 2nd floor hallway. These areas shall be cleaned on a weekly basis.
- 6 Communications on any required repairs or maintenance will include the Tenant's Facilities Management Department.
- 7 Landlord shall provide a response to major systems failures (HVAC, Plumbing, Electrical, Mechanical, etc.) within 48 hours of it being reported to the Landlord by Tenant's Facilities Management Department.

B Tenant:

- 1 Tenant shall not occupy or use the Premises in a manner that violates applicable provisions of building, housing, and health codes.
- 2 Tenant shall operate in a reasonable manner all electrical, plumbing, sanitary, heating, air-conditioning, and other facilities and appliances.
- 3 Tenant will replace light bulbs as needed.
- 4 Tenant shall pay its own telephone, computer line and security monitoring costs.
- 5 Tenant shall have sole authority over the control of temperature in the leased area but shall exercise reasonable energy practices.
- 6 Tenant shall provide pest control on a routine basis.
- 7 Tenant shall provide janitorial services for all tenant occupied, non-common areas.
- 8 Tenant shall immediately notify the Landlord, through Tenant's Facilities Management Department, of any defects, maintenance issues, or dangerous conditions of which the Tenant becomes aware.
- 9 Tenant shall be liable for any damage to the building caused by the negligent or willful actions of the Tenant, its employees, or guests. Tenant shall promptly repair such damage. If the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such

repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.

10. **Utilities and Services.** Tenant shall have the electric service placed in their name and pay the provider directly. The water and sewer service for the Premises shall be provided by Landlord at no additional cost to Tenant. Water and sewer service accounts shall remain in the Landlord's name. Tenant shall contract for refuse and recyclable paper pick-up. Tenant shall be responsible for shredding or other security measures for confidential refuse.
11. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a Facilities staff member present during any inspection. Landlord shall inform Facilities no later than 48 hours of any planned inspection.
12. **Title Status.** The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.
13. **Insurance.**
  - A The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.
  - B Tenant has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
  - C Nothing contained herein shall constitute a waiver by the Tennant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
14. **Assignments.** This lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its

attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge and deliver such document, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

15. **Sublease.** Tenant may not sublease the premises without Landlord's prior written permission, which shall not be unreasonably withheld.
16. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.
17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
18. **Entire Agreement, Modification and Waiver.** This lease contains the entire agreement of the parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.
19. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.
20. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
21. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
22. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.

23. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.
24. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
25. **Casualty.** In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
26. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Alachua County Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida 32601  
FacFiscal@alachuacounty.us

Landlord: City Church of Gainesville, Inc,  
14 S Main St, Suite B  
Gainesville, FL 32601

A copy of any notice hereunder shall be sent to:

J.K. Irby, Clerk  
Attention: Finance and Accounting  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602  
dmw@alachuaclerk.org

And to:

Procurement Division  
Attn: Contracts  
12 SE 1<sup>st</sup> Street

Gainesville, FL 32601  
Procurement@alachuacounty.us

27. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this lease in the event of such eminent domain proceedings.
28. **Default and Termination.** If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.
29. **Severability Clause.** If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
30. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
31. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
32. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.
33. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Lease shall be in Alachua County, Florida.
34. **Electronic Signatures.** The Parties agree that an electronic version of this Lease Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Lease Agreement and shall provide the Contractor with instructions on how to use said method.

Delivery of this Lease Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

**ALACHUA COUNTY, FLORIDA (TENNANT)**

By: \_\_\_\_\_  
Marihelen Wheeler, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Jesse. K. Irby II Clerk

\_\_\_\_\_  
Alachua County Attorney's Office

(SEAL)

**WITNESS**

DocuSigned by:  
*Forrest Flaniken*  
By: \_\_\_\_\_  
7B33075726B348F...  
Print: Forrest Flaniken  
Title: Vice President

**LANDLORD**

DocuSigned by:  
*Ryan Harding*  
By: \_\_\_\_\_  
28DD7B12AE724E7...  
Print: Ryan Harding  
Title: President  
8/30/2022  
Date: \_\_\_\_\_