



Florida Department of Agriculture and Consumer Services
Division of Marketing and Development
Bureau of State Farmers' Markets

STATE FARMERS' MARKET
COMMERCIAL PARKING LEASE

WILTON SIMPSON
COMMISSIONER

Chapter 570.07, Florida Statutes

Lease Number [REDACTED]

THIS LEASE AGREEMENT entered into this [REDACTED] day of January, [REDACTED] A.D., between the
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
hereinafter called the Lessor, and

[REDACTED]
[REDACTED]
[REDACTED]

hereinafter called the Lessee.

1. The Lessor, in consideration of the rent, conditions and terms of this Lease, leases to the Lessee the following described premises for the term

[REDACTED], to [REDACTED],

except that if any such date falls on a Sunday or holiday then this Lease shall end on the business day next preceding the above mentioned date:

[REDACTED]

[REDACTED]	1 @	\$ [REDACTED]	=	\$ [REDACTED]
[REDACTED]	1 @	\$ [REDACTED]	=	\$ [REDACTED]
Total Annual Rent				\$ [REDACTED]
Prorated for [REDACTED] months				\$ [REDACTED]

2. Lessee shall pay to Lessor, at the Office of the Market Manager or such other place as the Lessor may designate in writing, as rental for the occupancy and use of said leased premises, a rental of \$ [REDACTED] plus sales tax, which shall be due and payable [REDACTED] in advance as follows: \$ [REDACTED] as rental, plus \$ [REDACTED] for sales tax, plus \$ [REDACTED] for discretionary tax, for a total of \$ [REDACTED] on or before [REDACTED] and \$ [REDACTED] as rental, plus \$ [REDACTED] for sales tax, plus \$ [REDACTED] for discretionary tax, for a total of \$ [REDACTED] on or before the first day of each month thereafter through [REDACTED]

Rental payments, fees, and taxes referenced in this section are subject to change as provided in Section 3(a) and 6.

Additional Charges / Conditions Include:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3. Rental Payments

a. All rental payments, fees, and taxes referenced above are subject to change as follows: (i) The amount of taxes due for each payment will be subject to change in compliance with state and local sales taxes in force at the time of payment. (ii) At the beginning of each fiscal year of the state of Florida, the Commissioner of Agriculture may increase rental rates for all State Farmers' Market Facilities throughout the state, and such changes will be applicable to the leased premises. 30 days prior to the effective date of the rate change the Department will notify Lessee of the new rate. If Lessee does not agree to the rate change Lessee will notify Lessor no later than 15 days before the change takes effect that Lessee is terminating its Lease. A failure to so notify Lessor will constitute acceptance by Lessee of

the new rates. Lessee will vacate the premises prior to the date the rate change takes effect.

- b. All rentals, fees and additional charges paid under the terms of this Lease, or any amendment to this Lease, are subject to the current sales tax, which shall be paid at the time rental payments are made.
- c. Any installments of rent accruing under the provisions of this Lease that shall not be paid when due shall bear a late charge at the rate of one percent per month or \$25.00, whichever is greater, commencing one month after the date when the rent was payable by the terms of this Lease, until the rent shall be paid by the Lessee.
- d. The Florida Department of Agriculture and Consumer Services accepts payments and documentation online. Please visit www.FDACS.gov and click "Pay/Register Online" and select "State Farmers' Market Rental Fees".

4. Use

The space leased is assigned to the Lessee and hereby is for vehicle parking unless otherwise provided herein. Lessee affirms that the assigned space is for parking of vehicles and shall not be used for other purposes by including, but not limited to, maintenance, repairs and trailer storage. Lessee shall have no access to electricity, water, telephone, lighting or any other utilities as part of this lease. In no event may Lessee undertake improvements or repairs to the leased premises.

5. Laws, Regulations, Orders and Rules

- a. After the execution of this Lease, and at all times during the term hereof and in the conduct of said business the Lessee shall: abide by all Federal, State, County and City Laws, Rules, Regulations, Ordinances, and Orders; conform to the Occupational Safety and Health Act; and comply with and provide to the Lessor upon demand evidence of compliance with State Bond and License Laws as per Chapter 604, Florida Statutes.

Lessee shall maintain all documentation required by the U.S. Department of Transportation, State of Florida and Florida Department of Highway Safety and Motor Vehicles, including but not limited to, driver's license, insurance coverage, tag, and placarding.

- b. Lessee shall notify Lessor of any changes in the legal structure of Lessee's firm or business.
- c. Lessee agrees to abide by all rules and regulations of Lessor regarding the leased premises and will follow any directives given by Lessor with respect to location of parking, areas of access, safety, and other general operating instructions.

6. Operating Expenses and Utilities

Lessee shall pay all operating expenses and utilities, including, but not limited to, solid waste removal and stormwater fees. Lessor shall not be liable under any circumstances for any loss, direct or indirect, proximate or not, caused by or associated with the disruption of any such services. Lessor will periodically conduct a cost rate analysis of the above-mentioned expenses, based on local charges, to ensure that these expenses are being proportionally shared among Lessees. The results of this analysis may result in an increase or decrease of these expenses if they are paid to Lessor.

7. Condition of Property, Maintenance and Repair

- a. Lessee shall have the obligation of maintaining all portions of the leased premises. Lessee shall keep the parking lot and surrounding premises clean and free of rubbish. Lessee shall be responsible for removal of Lessee's garbage and trash. Truck washing is prohibited except in designated areas.
- b. Lessee is responsible for all damages beyond normal wear and tear to the premises. Lessee is to be held accountable for replacement or repairs of any facility related equipment or structures damaged by the Lessee, agents of the lessee and/or person(s). Prior written approval of said repairs by Lessee is required and should such repairs not be performed in a timely and workmanlike fashion, Lessor has the right to make repairs and to receive payment from the Lessee for the same.

12. Inspection of Records

Lessee shall provide to the Market Manager, a list of all hazardous substances and the quantity of each substance appearing on the "Florida Substance List" or the Emergency Planning and Community Right-To-Know Act "Consolidated List of Chemicals" that are at any time generated, stored, produced, placed, treated, released, or discharged by the Lessee on the leased premises.

13. Lessee Liability

a. Lessee hereby releases and will defend, indemnify, and hold harmless the Lessor from and against any and all liability, claims, penalties, fines, and suits accrued against, charged to or recoverable from the Lessor by reason of any occurrence in, upon, or at the premises, however caused and from any and all claims, causes of action or damages of any nature whatsoever arising from or with respect to Lessee's occupancy of or the conduct of Lessee's business operations from the leased premises.

b. Lessee shall purchase, pay for and maintain in effect during the term of this Lease, and any extension or renewal thereof a policy of vehicle insurance to protect against any claim, injury, or cause of action which may accrue by reason of conditions of the property controlled by Lessee, by reason of any failure of Lessee to maintain the premises or by reason of Lessee's acts, negligent acts or omissions in a reasonable amount as required by Lessor and as is customary for the nature of the business or operation in the local area. Lessee shall notify Lessor in the event the insurance lapses or is terminated, canceled, or ceases to exist for any reason during the term of this Lease. Lessor does require insurance for this Lease.

c. Lessee hereby releases the Lessor, to the extent of Lessee's insurance coverage, from any and all liability for any loss or damage against such Lessor or Lessee arising from the Lease even if such loss or damage shall be brought about by the fault or negligence of the Lessor, its agents or employees; provided, however, that this release shall be effective (i) only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall either not be invalidated by such waiver of subrogation or not affect said policy or the right of the insured to recover thereunder, (ii) only to the extent of the actual coverage afforded such party, and (iii) only if it does not have the effect of invalidating any insurance coverage required or permitted in this Lease. If any policy does not permit such a release, the Lessee agrees to obtain, at Lessee's expense, an endorsement to its insurance policies permitting such waiver of subrogation if it is available.

d. Lessee is responsible for handling, moving, parking and driving any vehicle in the parking lot, market, or surrounding area. Lessee's employee shall be deemed the agent of the Lessee, and Lessee, not Lessor, shall be liable for any loss, damage, injury or expense that may be suffered or sustained in connection therewith or arising from the acts of Lessee or employees who may be acting as agent of Lessee. Any environmental cleanup or remediation of hazardous substance contamination resulting from Lessee's use of the premises shall be the sole responsibility of the Lessee.

14. Hazardous Conditions

It is the duty of the Lessee to report whatever hazardous conditions exist upon the premises promptly to the Lessor and take all reasonable efforts to protect the premises and persons from injury or damage. Whenever conditions created by the Lessee as determined by the Market Manager or other authorized representative of Lessor are found to exist, which are potentially hazardous to life or property, Lessee shall repair or remedy such potential or actual hazardous condition immediately upon written notice from Lessor. Lessee shall not use the leased premises in any manner which would increase the cost of insurance premiums therefor.

15. Losses by Fire, Weather and Other Circumstances Beyond Control of Lessor

Lessor shall not be accountable, liable, or responsible for any loss sustained as a result of fire, hurricane, flood, theft, electrical failure, Act of God, or other reason beyond the control of Lessor.

In the event the regular operation of the Market is materially hampered, interrupted or prevented due to an act of God, war (declared or undeclared), riot, civil disturbance, fire, earthquake, casualty, act of any federal, state or local instrumentality or for any other similar or dissimilar reasons beyond Lessor's control, Lessor shall have the right, but

not the obligation, to suspend the running of time of the term until the resumption of regular Market operations, and in such event the term shall be extended by a period equal to all or part of the suspension period. During any such suspension period permitted under the provisions of this Section, Lessee's payment obligations under the Lease shall also be suspended except that any sums which are owed prior to such suspension shall be paid in accordance with the payment schedule. Upon termination of the suspension all payments shall be resumed. Nothing in this Section shall otherwise diminish Lessor's rights under this Lease.

16. Equipment Maintenance and Repair

Lessee shall be responsible for all maintenance and repairs to equipment of any kind which Lessee operates on the leased premises.

17. Other Taxes, Charges and Assessments

Lessee shall pay any taxes levied on the leased premises not specifically provided for herein. Lessee shall pay for Lessee's proportionate share of all other taxes, assessments, special assessments, impact fees and all other impositions of any nature whatsoever which may be levied, assessed or imposed on the leased premises or any part thereof or on the leased premises or levied or assessed on any interest of Lessor during the term of this lease agreement or any extensions or renewals thereof. "Proportionate Share" means the ratio of the total square footage of the leased premises to the total square footage of leasable space in the State Farmer's Market. Lessor shall notify Lessee in writing of all additional charges; stating the amount then due and describing how such amount was derived. Lessee shall remit the stated amount within thirty (30) days of receipt of said notice.

18. Lease Cancellation; Termination for Eminent Domain

The Lessor may cancel this Lease upon 60 days written notice to the Lessee. Any request by Lessee for an agreement from Lessor to cancel this Lease must be submitted to Lessor, in writing, no less than 30 days prior to the requested cancellation date.

This Lease shall stand terminated at any time the State, other governmental or quasi-governmental authority exercises its power of eminent domain and Lessee shall thereupon surrender the premises and be relieved of all future payment. Rent paid in advance shall be prorated and the balance for any unexpired term returned to the Lessee unless otherwise specified in this Lease.

This Lease shall stand terminated at any time the State, other governmental or quasi-governmental authority exercises its power of eminent domain and Lessee shall thereupon surrender the premises and be relieved of all future payment.

Rent paid in advance shall be prorated and the balance for any unexpired term returned to the Lessee unless otherwise specified in this Lease.

19. Default by Lessee

If any installment of rent shall remain due and unpaid for thirty (30) days, or if Lessee shall violate or default of any of the other covenants, agreements or stipulations of this Lease, Lessor may, at its option, and three (3) days after notice in the case of failure to pay rent, and ten (10) days after notice in the case of the breach of any of the other covenants, if such breach continues unresolved, elect any of the following remedies:

- a. Declare the entire balance of the rent for the leased term immediately due and payable by the Lessee;
- b. Terminate the Lease and collect whatsoever rent is due and payable by any lawful means whatsoever;
- c. Terminate Lessee's right to possession of the premises and enter the premises and remove all persons therein, forcibly or otherwise, without being liable in any way therefor, and relet the premises that may be therein as the agent of the Lessee at such price and upon such terms and for such duration of time as Lessor may determine and receive the rent therefor applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor of such reletting, Lessee shall pay any deficiency. Lessee expressly agrees that Lessor acquires rightful possession upon entry if Lessee breaches any

Should any provision hereof be found to be void for any reason, the same shall not affect the force and effect of each and every other provision not having been found to be void.

27. Failure to Insist on Strict Compliance / Waivers

The failure by either party to insist on strict compliance with or performance of any provision, covenant, or condition herein shall not be construed as a waiver of such covenant, condition, or provision or of any other covenant, condition, or provision in any other instance.

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. A delay or failure to assert rights or a breach of this lease shall not be deemed to be a waiver of such rights either with respect thereto or any subsequent events.

28. Lease Holdover; Tenancy at Will

In the event Lessee remains in possession of the leased premises after the lease expires or is otherwise terminated, Lessee's possession will remain subject to all provisions of this Lease, except that no holdover by Lessee or payment by Lessee after the expiration or earlier termination of this Lease shall be construed to extend the term hereof or prevent Lessor from immediate recovery of possession of the Premises by summary proceedings or otherwise. Pursuant to Chapter 83, Florida Statutes, Lessor may charge Lessee twice the rent otherwise payable. Lessor may allow Lessee to remain in possession of the premises after the expiration or earlier termination of this Lease by providing written notice of such approval to Lessee, in which case the tenancy shall become a tenancy at will, subject to all provisions of this Lease, except that the rent, taxes, and other charges shall be apportioned on a monthly basis if payable other than monthly under the expired lease. The said rent, taxes, and other charges due shall be due and payable monthly, in advance and in full, on the first day of each and every month of the said tenancy at will.

29. Survival

The termination or expiration of this Lease shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration.

30. Abandonment

During the term of this Lease, or during any time when Lessee is holding over, in the event Lessee fails to pay in full the rent, taxes, and other charges when due, and in the further event that Lessee fails to occupy the leased premises for a period of thirty consecutive days following the date the rent, taxes, and other charges became due, such failure to pay the rent and to occupy the said premises shall constitute abandonment of the leased premises by Lessee. In the event of such abandonment, Lessor shall be entitled to all of the rights provided in Sections 83.05 and 83.06, Florida Statutes, including, but not limited to, (a) the right to immediate possession and occupancy of the leased premises, and (b) the right to demand and receive double the amount of rent due, plus all other rights of a Lessor upon abandonment of leased premises provided in Part I, Chapter 83, Florida Statutes.

Abandonment under this provision shall not occur if the rent, taxes, and other charges have been paid in full when due, and are current, regardless of whether the leased premises are occupied.

31. Assignment, Subletting

Lessor may assign this Lease to any party. Lessee shall not assign, transfer, convey, encumber, pledge or hypothecate its interest in this Lease or enter into any license agreement or sub-lease of the leased premises, in whole or in part, or permit any other firm or person to control the leased premises, in whole or in part, or Lessee's business without the prior written consent of Lessor.

32. Waste or Nuisance

Lessee shall not commit or suffer to be committed any waste in or upon the business and leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the Market, or any occupant, Lessee, or licensee of facilities in the Market. This provision shall in no way preclude or restrict Lessee in the lawful performance of its obligations to operate the business pursuant to the provisions of this lease. Lessee and Lessee's employees, guests and invitees to the premises shall not consume alcoholic beverages nor consume, use, or possess illegal drugs on the Market including the leased premises.

33. Entire Agreement / Binding Effect

a. This Lease and any executed addendums represent the entire agreement between the parties and the parties acknowledge and covenant that there are no terms, conditions, or representations relative to this Lease other than those set forth herein. No term or provision of this Lease may be amended, waived, released, discharged, or modified in any respect except in writing signed by each of the parties.

b. The parties acknowledge that this Lease is binding upon each of them, their respective successors, representatives, and permitted assigns. In entering into this Lease, the parties covenant that their decisions to do so have been based fully upon their respective independent research and analysis and not upon any computations, projections or representations made by the other party hereto or any other party or entity. The language in all parts of this lease shall be construed simply, according to its fair meaning, and not strictly for or against either Lessor or Lessee.

Lessor and Lessee have duly executed this Lease Agreement effective as of the date first set forth above.

LESSOR: Department of Agriculture and Consumer Services

By: _____

Director of Administration

Date Signed: _____

LESSEE: [REDACTED]

Signature/Title: _____

Date Signed: _____