

**LEASE AGREEMENT BETWEEN
FIRST EVANGELICAL LUTHERAN CHURCH OF FORT LAUDERDALE AND
FLAGLER VILLAGE COMMUNITY GARDEN INC.**

THIS LEASE AGREEMENT, dated as of the _____ day of _____, 20__ is entered into by and between First Evangelical Lutheran Church of Fort Lauderdale, Florida (“Landlord”) and Flagler Village Community Garden Inc, a Florida Non-Profit Corporation. (“Tenant”).

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the vacant land on the Southern portion of the property located at 441 Northeast Third Avenue, Fort Lauderdale, Florida, which shall exclude the building(s) and parking lot(s) located on the premises. See attached Exhibit “A”, together with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private, as is more particularly depicted on Exhibit “A” attached hereto (collectively the “Premises.”)

1. **TERM.** This Lease shall be for an initial term of One Hundred Twenty (120) months commencing on the 20th day of April, 2013 and terminating on the 20th day of April, 2023 (the “Initial Term”). The parties acknowledge that Tenant is occupying the Premises “as is/where is”. Tenant shall have the right to occupy the Premises upon the full execution of this Lease, subject to all terms and conditions contained herein. In addition, the Lease may be unilaterally terminated and the Premises reclaimed by the Landlord after the 20th day of April, 2016 in order to sell in the event of financial stress, after providing a 30-day written notice to the Tenant.

2. **RENT.** During the Initial Term and any extension thereof, Tenant agrees to pay to Landlord annual rent in the sum of Zero and 00/100 (\$Zero) Dollars, which sum shall be payable as follows: the sum of Zero and 00/100 (\$Zero) Dollars, per month, payable in advance on the first day of each month during the term hereof.

3. **USE OF PREMISES.** (a) The Premises shall be used and occupied as a Community Garden and any compatible uses (“Intended Use”). See attached as Exhibit "B", Tenant's brochure depicting the Intended Use of the Premises and the improvements that the Tenant plans to make. Any changes to this plan will have to be approved by the Landlord prior to implementation.

(b) Tenant assumes the risk of any loss, cost or damage of any sort resulting from any zoning restrictions or other governmental ordinances of any type whatsoever that may prevent or interfere with the Intended Use. However, at either party’s option, upon receipt of notice of interference with Intended Use, either party may terminate this Lease, and the parties shall have no further obligations under this Lease except as provided below and except for those provisions which shall expressly survive the term of this Lease, including without limitation, all indemnities.

(c) Tenant, at its sole cost and expense, shall install sewer, electrical, telephone together with any other utilities it may choose, to the Premises. All utilities associated with the Premises will separated from any existing structures on the property and

installed as required by the Tenant. Thereafter, Tenant shall timely pay for the use of all such utilities during the term or its occupation of the Premises. Said improvements shall remain on the Property upon termination of this Lease and shall become the property of the Landlord.

(d) Tenant agrees to erect a plaque at the entrance of the Premises, consistent with the Flagler Village Community Garden motif, which shall read "Land Provided by First Evangelical Lutheran Church of Fort Lauderdale" along with a brief description by the Landlord. Tenant also agrees to allow Landlord to post notifications/ flyers on the Bulletin Board proposed for the Premises on site.

(e) The Premises is being leased to the Tenant with the understanding that the Tenant is a Not-for-Profit Organization and for the Intended Use of the Premises as a Community garden for the betterment of the Community. Any change in the legal status of the Tenant and/or the Community Garden or its Intended Use will result in unilateral termination of this lease by the Landlord.

(f) Landlord allows the Tenant use of the adjacent parking lot for parking for the Intended Use of the Premises as long as it does not interfere with the Landlord's use of parking lot.

(g) As a way for the Landlord to generate funds, the Parties agree that six (6) events per calendar year can be organized by the Landlord on the Premises. Each event shall be subject to the following conditions:

1. The Parties agree to a standard rental fee and deposit. These amounts will be fixed to prevent any undercutting. Any changes to these amounts will have to be agreed upon by both Parties in writing.
2. If it is a Private event, the hours of the event will be from 3:00 PM to Close, unless the event is open to the Public.
3. If the event is open to Public access, Landlord can avail use of the Premises from dawn to dusk while allowing for access to the Public for the Intended Use of the Premises.
4. A security deposit in an amount agreed upon by the Parties shall be required for any possible damages to the Premises that might be incurred during the event.
5. Unless otherwise agreed, no more than one (1) event per month shall be permitted. This allotment must be used in the calendar year (January - December) or else it shall be forfeited. Event allowance does not roll forward.
6. Landlord agrees to give Tenant one (1) month advance written notice to schedule any events in order to add to the Flagler Garden Calendar.

Tenant agrees to provide the Calendar and periodic updates to the Landlord.

4. MAINTENANCE. Tenant shall, at its own expense, maintain the Premises and the Improvements in good condition and repair and in compliance with all applicable laws. Landlord shall have no maintenance or repair obligations. Should the Tenant fail to reasonably maintain the Premises, Landlord retains the right to terminate this Lease after providing a 30-day written notice to the Tenant.

5. INSURANCE. Tenant shall, at Tenant's cost and expense, add Landlord and the Premises to its existing commercial general liability, property damage and environmental insurance policy or policies for the Premises in the amount of One Million and 00/100 Dollars (\$ 1,000,000.00) combined single limit. The policy or policies shall name the Landlord as an additional insured and a certificate evidencing such insurance coverage, as well as copies of all policies shall be delivered to Landlord prior to Tenant's taking possession of the Premises and said insurance policies shall remain in effect for the duration of the Lease. Tenant's insurance shall contain a 30-day notice to Landlord in the case of cancellation or lapse of the policy.

Tenant shall require the listing of the Landlord as an Additional insured in insurance policies obtained by and for contractors during the implementation of improvements to the Premises (Construction Phase) and will required all contractors to maintain such policies for the duration of the Construction Phase and the Warranty Phases. Tenant will provide the Landlord proof of said insurance policies upon the request of the Landlord.

6. TAXES. Tenant shall be responsible for and pay any and all ad valorem property taxes, non-ad valorem property taxes, special assessments, associated with or levied upon the Premises. Landlord shall have no obligation for any of said taxes, assessments or improvements.

7. INDEMNIFICATION

A. Tenant shall defend, indemnify and hold harmless Landlord, and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation, reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Tenant) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of Tenant's use or occupancy of the Premises including, without limitation (i) acts or omissions of Tenant or its agents or employees or (ii) the breach of any covenant representation or warranty of Tenant contained in this Lease. Nothing in this indemnity shall require Tenant to indemnify Landlord from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Landlord, its agents, employees or contractors.

B. In the event of a claim covered by an indemnity hereunder, Landlord shall promptly notify Tenant in writing of such claim, and Tenant shall thereupon either pay or undertake to defend such claim on behalf of Landlord, and Tenant shall hold Landlord free and harmless from such claim. If Tenant fails to pay or to undertake to defend against such claim, then Landlord may either pay, settle or contest such claim, in which case Tenant shall reimburse Landlord for all payments made and all costs and expenses, including attorneys fees, incurred in connection with the settlement or contest of such claim, and shall hold Landlord free and harmless therefrom.

8. UTILITIES. The cost of any utility services, if any, shall be paid by Tenant.

9. ENVIRONMENTAL MATTERS. Tenant agrees to indemnify, defend and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, losses or expenses (including, without limitation, any and all sums paid for settlement of claims and attorneys consultants' and experts' fees) (collectively "Liabilities"), arising during the Term hereof, and resulting from or arising in connection with the presence (or suspected presence), disposal, release (or threatened release), of any hazardous or toxic substance in, on, under, from or affecting the Premises. Without limiting the generality of the foregoing, Tenant's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any hazardous or toxic substance which flows, diffuses, migrates, or percolates into, onto or under the Premises. Tenants indemnity herein shall be limited by Tenants rights of Sovereign Immunity.

Landlord hereby represents that as of the date hereof it is not aware of any environmental contamination affecting the subject Property.

10. NOTICES. All notices required or permitted by this Lease shall be in writing, signed by the party serving the notice, sent to the party at the address shown at the end hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be Deemed given when actually received at the address shown on the postal or air courier receipt.

11. SAVINGS CLAUSE. This Lease is being entered into in the State of Florida and shall be construed under the Laws thereof. The Venue for any action arising out of this Lease shall be Broward County, Florida.

12. ATTORNEYS' FEES. If either party resorts to legal action to enforce its rights under this Lease, the prevailing party shall recover from the other party its costs of such legal action, including without limitation, reasonable attorney's fees.

13. SUCCESSORS AND ASSIGNS. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure

to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. ENTIRE AGREEMENT. This Lease, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral. No waivers, alterations, or modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

Landlord:

Tenant:

Date: _____

Date: _____

Address for Notices:

Address for Notices:

Landlord's address:

Tenant's address:

With a copy to:

With a copy to:

Exhibit "A"
Legal Description (Cont'd)

LORI PARRISH
BROWARD COUNTY
PROPERTY APPRAISER



Map

0 41 ft

Created on 3/13/2013 6:19:26 PM using ArcIMS 4.0.1. Source: Broward County Property Appraiser

Exhibit "A"
Legal Description (Cont'd)

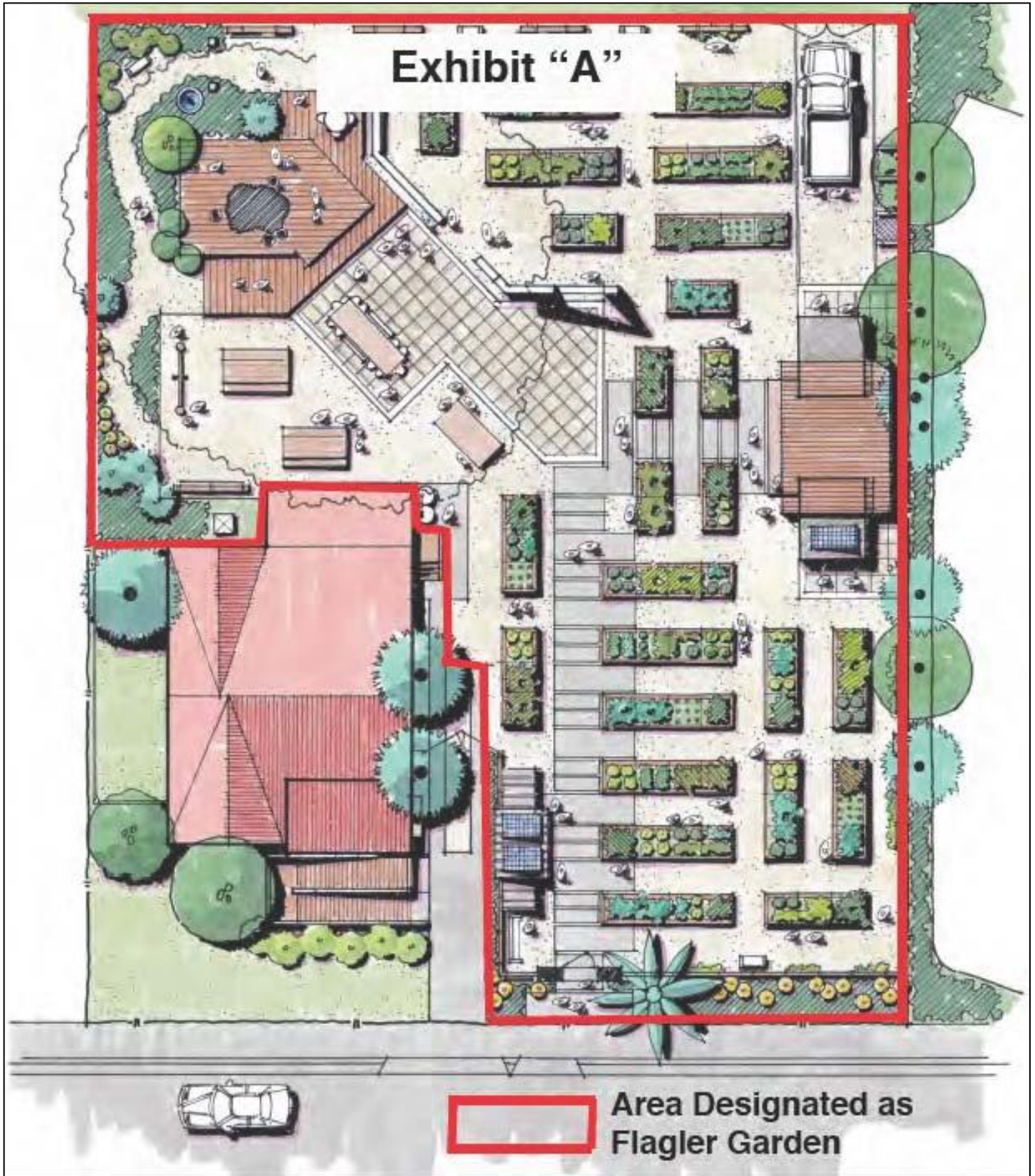


Exhibit "B" Intended Use of the Premises

