

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is entered into this 25th day of February, 2025, by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "LESSOR," and Charlotte County Computer Group Corporation, a Florida not for profit corporation, PO Box 494296, Port Charlotte, FL 33949, hereinafter called the "LESSEE."

WITNESSETH:

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, portion of the property located at the Grace Street Annex, 514 E. Grace Street, Punta Gorda, in Charlotte County, Florida (the "Property"); and

WHEREAS, Section 125.38, Florida Statutes, permits counties to lease county-owned property to not-for-profit organizations which are organized for the purposes of promoting public or community interest and welfare; and

WHEREAS, the parties hereto desire to enter into this Lease to make efficient use of their power and resources, and to provide for the best interests of LESSOR and LESSEE.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

GENERAL PROVISIONS:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE, for the term and under the conditions hereinafter set out, a portion of the Property and having an area of approximately 594 square feet of space identified as "Room 141." The boundaries and location of the entire Leased Premises are highlighted on the floor plan diagram attached hereto as Exhibit "A".

2. **TERM.** The term of this agreement will be twelve (12) months and will commence on the 1st day of February 2025, and will continue until January 31, 2026, for a total term of one (1) year. LESSEE will have the option of renewing this Lease for three (3) separate additional terms of one (1) year upon written approval of such renewal by the parties, for a total potential term of four (4) years. Either party may terminate this lease by providing the other party 90 days written notice prior to the date of termination by hand delivery, registered or certified mail or courier.

3. RENT. The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above-described space for the term set out in this Lease. LESSEE will pay Eight Dollars (\$8.00) per square foot to the LESSOR for each year of the term of this Lease, for the total sum Four Thousand Seven Hundred Fifty-Two Dollars (\$4,752) annually, payable in twelve (12) installments of Three Hundred Ninety-Six Dollars (\$396). The first payment will be prorated for the month of the signing of this Lease, if applicable, and LESSEE will pay for such month at signing; all subsequent payments will be made on the first of each month thereafter.

4. HAZARDOUS WASTE. The LESSEE will ensure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the Leased Premises will be kept free and clear of any contamination. At the termination of the Lease Agreement, the LESSEE will be required to certify to the LESSOR that during LESSEE'S possession, there has been no spillage of any hazardous waste materials. If the Leased Premises are contaminated by LESSEE during LESSEE'S possession, LESSEE will bear all costs and responsibility for the required clean up. In addition, LESSEE agrees to comply with all applicable provisions of state and federal law regarding the storage and safe handling of any hazardous materials. This paragraph shall survive termination of this Lease.

5. OWNERSHIP OF BUILDING AND STRUCTURES. At the termination of this Lease, any improvements, renovations, or structures constructed or erected by or on behalf of LESSEE in, on or to the Leased Premises, and any personal property left on the Leased Premises will become or remain the property of LESSOR.

6. UTILITIES. LESSEE will pay for all telephone and internet charges and fees. In LESSOR'S sole discretion, should LESSEE'S electricity, gas or water usage be more than a reasonable amount pursuant to the prevailing community standards for such type and size of business, LESSOR may require LESSEE to reimburse LESSOR for the pro-rated share of these utilities that is more than the community standard reasonable amount.

7. TAXES, FEES, AND ASSESSMENTS. LESSEE will pay directly to the applicable Government Entity, or to LESSOR, if LESSOR is invoiced by such Government Entity, all taxes, fees, assessments, or other charges assessed by any Government Entity against the Premises, operations, or activities of LESSEE. LESSEE will promptly pay to the appropriate taxing authority any sales, use, ad valorem, or other taxes or assessments which are assessed as a result of this Lease or LESSEE's use of the Premises.

8. REMEDIES FOR BREACH OF AGREEMENT. If LESSEE fails to perform, or breaches, any part of this Lease, LESSOR may institute an action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement; provided, however, that the LESSOR provides written notice to the LESSEE of its failure to perform or breach of such agreement, and also provides fifteen (15) days

from LESSEE'S receipt of such written notice to cure, or to make reasonable steps to cure, such failure to perform or breach. In the event an action is initiated in a court of competent jurisdiction pursuant to this paragraph or in connection with any of the provisions of this Lease, the venue for such action will be in Charlotte County, Florida.

9. NO WAIVER. The waiver by LESSOR or LESSEE of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

10. NOTICES. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice will provide it in writing and send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to Lessor:

County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to Lessee:

President
Charlotte County Computer Group Corporation
PO Box 494296
Port Charlotte, FL 33949

11. BUILDING EMERGENCY CONTACT PERSON. The name, telephone number, and email address for LESSEE's building emergency contact person who must be able to appear physically on site any time an emergency arises is as follows:

Name:	Grover Mudd, Pres.	Mark Krider, V.P.
Phone number:	941-585-0356	603-358-9336
Email address	cccgpresident@gmail.com	mark.krider@gmail.com

12. SIGNS. LESSEE will not place, or cause to be placed, any sign or signs on the Leased Premises in addition to those currently in existence without the written consent of LESSOR. Any of LESSEE'S signs must comply with the provisions of state and local law and will be in conformity with local custom and be in good taste.

13. AMERICANS WITH DISABILITIES ACT. LESSEE agrees that any improvements or renovations performed or made at the Leased Premises will conform and comply with the requirements of the Americans with Disabilities Act.

14. FIRE AND OTHER HAZARDS.

(a). In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, LESSOR at its option may either repair the damage to the Leased Premises at its own cost and expense or terminate this Lease without penalty. Should the Leased Premises be only partly destroyed so that the major part thereof is still usable by the LESSEE, LESSOR, at its sole option, may permit LESSEE to continue with the Lease, or terminate the Lease without penalty.

(b). LESSOR will provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. LESSOR will be responsible for maintenance and repair of all fire protection equipment necessary to

conform to the requirements of the State Fire Marshal, prior to occupancy by the LESSEE, and at any time thereafter.

15. EXPIRATION OF TERM. At the expiration of the term, the LESSEE will peaceably yield up to the LESSOR the Leased Premises, in broom-swept condition and in good repair. It is understood and agreed between the parties that until the date the Lease terminates, the LESSEE will have the right to remove from the Leased Premises all personal property of the LESSEE and all machinery, equipment, and appliances placed or installed on the Leased Premises by it, provided the LESSEE restores the Leased Premises to as good a state of repair as they were prior to the removal.

16. ENTIRE AGREEMENT. This Lease incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document.

17. MODIFICATION OF AGREEMENT. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18. SEVERABILITY. In the event any provision of this Lease is held invalid and unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other party.

19. AUTHORITY TO EXECUTE. LESSEE warrants that it, and the person executing this Lease on behalf of them, have the right, power and authority to execute this Lease.

20. PROHIBITION AGAINST ASSIGNMENT WITHOUT LESSOR'S CONSENT. LESSEE will not assign this Lease, or any interest therein or any right or privilege appurtenant thereto or to the Leased Premises or allow any person other than LESSEE and LESSEE'S officers, agents, employees, licensees, invitees, or contractors, to occupy or use the Leased Premises or any part of them, without first obtaining the

written consent of LESSOR. LESSOR'S consent to one assignment or occupancy or use by a party other than LESSEE will not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment will be void and will terminate this Lease at LESSOR'S option.

21. WAIVER OF DEFAULTS. The waiver by the LESSOR of any breach of this lease by the LESSEE will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

22. APPLICABLE LAW. This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

23. EFFECTIVE DATE. This Lease shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

SPECIAL PROVISIONS:

1. HOURS OF OPERATION. The parties acknowledge that the LESSEE wishes to occupy the Leased Premises for 5 days a week, Monday through Friday, from 8:00 a.m. to 5:00 p.m. throughout the term of this Lease. LESSEE may amend the hours and days of LESSEE's use of the Leased Premises with the written consent of the County Administrator or his designee.

2. USE OF LEASED PREMISES. LESSEE will use the Leased Premises for conducting its official business and any other lawful purpose necessary to conduct its operations at the Leased Premises, and will make no unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to the laws of the State of Florida or Charlotte County. Regarding the areas of the Property that are not part of the Leased Premises, and that are not specifically leased by another tenant, LESSEE shall be able to use these "Common Areas" for reasonable use associated with leasing the Leased Premises. Should LESSEE desire to use the Common Areas for a special use, or after normal business hours, such use shall require the consent from LESSOR or its designee. Special use of the Common Areas shall be on first come first served basis, with the ultimate discretion as to granting of the Special use given to the LESSOR. LESSOR reserves the right to charge a Special Event fee to reimburse LESSOR for any additional costs associated with the Special Event, including but not limited to costs associated with security, county personnel, or increased utilities costs.

3. MAINTENANCE AND REPAIRS. The LESSEE will, during the term of this Lease, keep the interior of the Leased Premises in good repair, reasonable wear and tear excepted. The LESSEE will maintain the Leased premises in a clean, neat condition and will not accumulate or permit the accumulation of any trash, refuse or debris (excluding such trash or refuse placed in an appropriate location for collection), or of anything that is unsightly, or which creates a fire hazard or nuisance to adjoining properties. In addition, LESSEE will not commit waste on the Leased Premises nor maintain, commit, or permit

the maintenance or commission of a nuisance thereon. LESSEE will not allow the storage or use of property, equipment or vehicles not associated with the operation of the LESSEE'S business. There will be no living quarters, nor will anyone be permitted to live or cook within the Leased Premises or store personal property thereon. LESSEE will conform to all applicable laws and ordinances including any existing rules and regulations of LESSOR respecting the use or occupancy of the Leased Premises. LESSOR will be responsible for all exterior maintenance of the Leased Premises, including routine maintenance or repair of the roof, exterior painting, parking lot repair and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections, exclusive of stoppages.

4. IMPROVEMENTS. The parties agree that any improvements and renovations at the Leased Premises shall be performed solely by LESSEE. LESSEE agrees to pay for any and all costs for any improvements or renovations to the Leased Premises and further agrees to pay for said improvements and renovations in accordance with the provisions of Sections 218.70 through 218.80 Florida Statutes, the Local Government Florida Prompt Payment Act. No improvements or renovations will be constructed or performed by LESSEE without the prior written consent of LESSOR. LESSOR agrees to provide and install the necessary electrical and communication cables, etc. to LESSEE'S offices at the Leased Premises. LESSOR does not provide internet connectivity support beyond LESSEE's internet switch or phone services beyond access to the physical phone lines. LESSEE must coordinate the installation of any telephone and internet service with prior approval from County's IT Department that may impact or may otherwise be independent of County systems. Installation, service charges, and fees associated with use or access of phone or internet services incurred by LESSEE shall be paid by the LESSEE.

5. INDEMNIFICATIONS.

(a) In addition to the other good and valuable consideration described in this Lease, the receipt of which the parties acknowledge, LESSEE agrees to be fully responsible to the limits set forth under Florida law for its own negligent acts or omissions, or intentional tortuous acts, and agrees to be liable to the limits provided by law for any damages proximately caused by said acts or omissions, or intentional tortuous acts. Nothing contained herein will be construed to be a consent by LESSOR to be sued by third parties in any matter arising out of this or any other agreement. LESSOR will not be liable to the LESSEE or any other person for any injury, loss, or damage to Property or to any person on the Leased Premises.

(b) Neither LESSOR nor LESSEE will be liable to the other for any damage by or from any act or negligence of any co-tenant or other occupant of the Leased Premises, if any, or by any owner or occupant of adjoining or contiguous property.

6. INSURANCE. LESSEE shall maintain and provide evidence of Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the

aggregate. Charlotte County Board of County Commissioners shall be listed as the Certificate Holder and included as an Additional Insured on the Policy. Evidence of coverage with a Certificate of Insurance shall be provided to the County Administrator, or one of his/her designees, and replacement Certificate(s) shall be provided to the County Administrator, or one of his/her designees, no later than five (5) calendar days after expiration, or renewal of coverages. Failure of LESSEE to provide the County with current Certificates of Insurance shall be justification for the County to terminate this contract. The County reserves the right to request, and receive, any insurance policies applicable to this agreement.

7. RIGHT OF ENTRY. During the Lease Term, LESSOR may enter into and upon the Leased Premises for the purpose of inspecting the same and for the purpose of making any improvements or repairs as LESSOR may wish to make or is required to make under the terms of this Lease.

8. ANNUAL REPORTING. LESSEE shall provide an initial Program Mission Statement identifying LESSEE'S mission, goals, and objectives and an Annual Report (upon renewal of the Lease) in accordance with Exhibit "B".

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement for the purposes herein expressed, the day and year above written.

WITNESSES:

Signed: _____

Print Name: STEPHEN KIRK

Date: _____

Signed: _____

Print Name: GEORGE MASTER

Date: _____

CHARLOTTE COUNTY COMPUTER
GROUP CORPORATION

By: _____

Print Name: Mark Krider

Title: President

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____

Joseph M. Tiseo, Chairman

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: _____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Janette S. Knowlton, County Attorney
LSR #2024-1030 434

Exhibit "A"

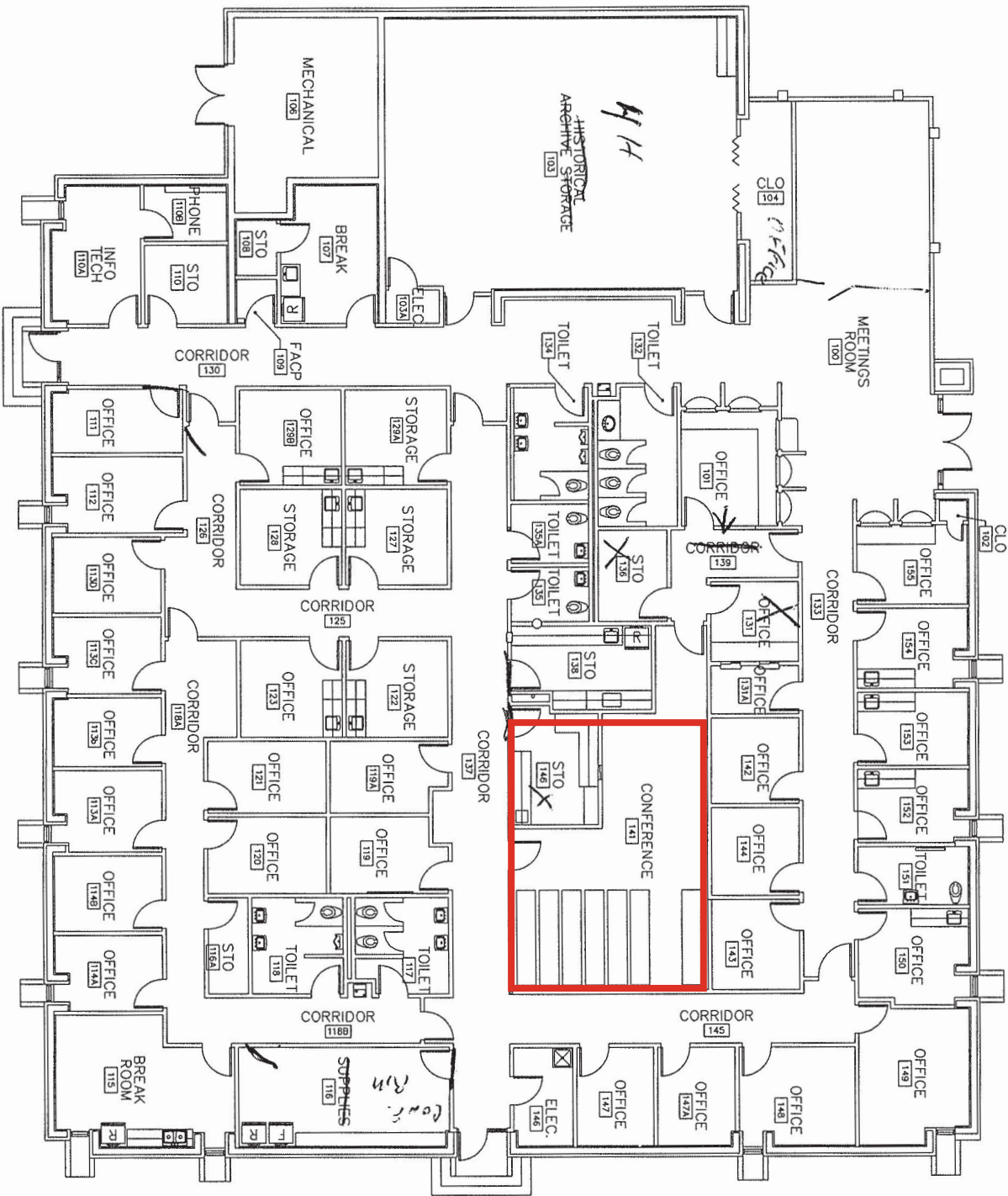


EXHIBIT B

Program & Services Mission and Outcomes

Program Mission (to be prepared by Lessee prior to lease execution)

Describe the mission and services provided by your organization in the space leased from Charlotte County.

Charlotte County Computer Group Corporation is a non-profit 501(c)3 organization as classified by the Internal Revenue Service. We are a 100% volunteer organization with no paid employees. Membership is currently averaging 350-375 members with monthly attendance on our first Tuesday meetings ranging from 50-75 in-person and via Zoom depending on the season.

Charlotte County Computer Group Corporation was founded in 1984 and dedicated to promoting computer literacy by providing a non-technical environment for learning and sharing knowledge.

Charlotte County Computer Group Corporation is committed to the community of Charlotte County through its Computers for Education Program (COFE) which provides computer systems to children through Guidance Counselors' recommendations at schools, Community Education and non-profit organizations.

Identify one to three outcomes for the programs. Outcomes should be specific, achievable, measurable and directly related to the organization's mission.

Outcome 1: COFE will provide approximately 200 computers to Charlotte County school children in 2024.

Outcome 2: CCCGC will provide scholarships of \$1,000 each in 2024 to one graduating senior from each high school in Charlotte County. Each awardee must prove study in the area of technology/computer science at a higher education school within the State of Florida.

Outcome 3: CCCGC will provide refurbished computers to the persons through the Homeless Coalition and to veterans.

Provide a detailed plan for measuring and evaluating outcomes. (May attach additional sheets)

1. Maintain detailed documentation of each child, homeless person and veteran who receives a computer.
2. Continue to provide classes, programs, presentations per month to members documented in the monthly newsletter, events calendar and CCCGC website.
3. Continue to provide and document one-on-one technical assistance to members.
4. Make efforts at membership growth and participation to be able to continue awarding scholarships and various donations to other non-profit organizations.

Program Reporting -Annual reporting for each term of the lease shall be submitted to Charlotte County Facilities' Director or designee.

Has the target population or program changed within the year? Yes ___ No X___

If yes, please explain: _____

How many total clients did each program serve during the year?

The following numbers represent year-to-date approximates for clients that have been served by the Corporation within this past year.

In-Office Appointments:	135
Walk-in Help:	350
Computer Refurbishing:	180
Membership:	366

Please report the progress from the past twelve months for each outcome referenced in the original lease Program Mission section above.

Progress/Results on Outcome 1: Each computer (desktop or laptop) is assigned a working identifier number which also appears on each form completed by the parent of a child who receives it. These documents are kept in the office.

Progress/Results on Outcome 2: Three \$1,000 scholarships were awarded during the spring of 2023 to one senior from Charlotte High School in Punta Gorda, one senior from Port Charlotte High School in Port Charlotte and one senior from Lemon Bay High School in Englewood. Efforts were made to secure an awardee from The Academy but none were submitted.

Progress/Results on Outcome 3: Each computer (desktop or laptop) is assigned a working identifier number which also appears on each form completed by the homeless person and/or veteran receiving a unit. These documents are kept in the office.

How did the outcomes you achieved demonstrate that the program is helping to address critical issues facing Charlotte County residents during the year?

Technology changes quickly as do the needs of the children, homeless, veterans and our members within this area of expertise. Through our classes, presentations, refurbishing and distribution we are able to ease some of the burdens of these groups when it comes to staying in touch via new technical programs and equipment.

Describe the specific goals and objectives for your organization in the space leased from Charlotte County during the term of the next twelve-month period.

We are a small non-profit corporation whose members are primarily senior citizens of Charlotte County. Our goals and mission remain the same from year to year; thus, the goals, objectives and projected programs have been clarified above. As long as we have members, we are able to continue refurbishing workable computers and laptops to share with the next generation and needy folks of the County. With the membership will are able to continue offering a small scholarship to worthy graduating seniors wishing to continue studies in the technology field while remain within the State of Florida; thus, hoping to assist in the education of our future technical leaders. Also, the senior population of the County, as members, continued to be offered the assistance and updating in the technology they wish to and need to use for everyday living.

Program Name: Charlotte County Computer Group Corporation (CCCGC)

Program Address: 514 E. Grace Street, Punta Gorda, FL 33950