

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is entered into by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("LESSOR,") and the Center for Abuse and Rape Emergencies of Charlotte County, Inc., a Florida not-for-profit corporation, PO Box 510234, Punta Gorda, Florida 33951. ("LESSEE")(LESSOR and LESSEE will individually be referred to as the "Party" and Collectively as the "Parties").

WITNESSETH:

WHEREAS LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, a portion of the Mid-County Mini-Transfer & Recycling Facility, 19765 Kenilworth Blvd., Port Charlotte, FL 33954, in Charlotte County, Florida, Parcel ID: 402205453001 (the "Property" or "Leased Premises"); 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 2,187.07 square feet of space within the Property. The boundaries and location of the entire Property are highlighted on the floor plan diagram attached hereto as **Exhibit "A"**.

2. **TERM.** The initial term of this Lease Agreement will be for three (3) years commencing on May 1, 2026, and will continue until September 30, 2029. LESSEE and LESSOR will have the option of renewing this Lease Agreement for two (2) additional terms of one (1) year each, beginning October 1 thru September 30th, upon execution of a written Lease Addendum. Should LESSEE desire to renew this Lease Agreement for any of the available two (2) renewal terms, LESSEE will provide written notice on LESSEE'S active letterhead no later than ninety (90) days prior to the date of termination of the current term. Either Party may terminate this lease by providing the other Party ninety (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 Property for the term set out in this Lease. LESSEE will pay to the LESSOR for each year of the term of this Lease, One Dollar (\$1.00) annually. The first payment will be prorated for the month of the signing of this Lease, if applicable, and LESSEE will pay for the entire year of the lease on October 1st of that year.

4. HAZARDOUS WASTE. LESSEE'S receipt of, or sale of, hazardous or dangerous materials such as but not limited to hazardous wastes, firearms, flares, explosives of any kind, or medical devices or medications is not permitted within or around the Property. What constitutes a hazardous or dangerous material shall be at the sole discretion of the LESSOR and may change from time to time. If LESSEE suspects a hazardous or dangerous material is in or around the Property and cannot readily confirm the material is hazardous or dangerous, LESSEE shall contact LESSOR'S Solid Waste Operations Manager or his designee immediately at (941)-764-4360 to make the sole and governing determination regarding the material specified. LESSEE will ensure all hazardous waste or any other contaminating materials are properly disposed of at LESSEE's sole expense, that no improper disposal is made and the Property will be kept free and clear of any contamination. At the termination of this 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 Property 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 local, state, and federal law regarding the storage and safe handling of any hazardous materials. This paragraph shall survive termination of this Lease Agreement.

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 Property 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 Charlotte County:
County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to Lessee:
Center for Abuse and Rape Emergencies, Inc.
Executive Director
PO Box 510234
Punta Gorda, FL 33951-0234

With Copies to:
Charlotte County
Real Estate Services Manager
18500 Murdock Circle
Building B, Suite 208
Port Charlotte, FL 33948

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:

- (a) Name: Carmen Sanz, ReUse Manager
- (b) Phone number: 941-639-5499(Office), 941-544-6273(Mobile)
- (c) Email address: carmen.sanz@carefl.org

12. SIGNS. LESSEE will not place, or cause to be placed, any sign(s) on the Property 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 Property will conform, and be in compliance with, the requirements of the Americans with Disabilities Act (ADA).

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 Property at its own cost and expense or terminate this Lease without penalty. Should the Property 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 Property all personal property of the LESSEE and all machinery, equipment, and appliances placed or installed on the Property by LESSEE, provided the LESSEE restores the Property 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, amendments 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. ASSIGNMENT AND SUBLEASE. LESSEE will not assign this Lease Agreement or sublet the Leased Premises, or any interest therein or any right or privilege appurtenant thereto or to the Property, or allow any person other than the LESSEE or LESSEE'S officers, agents, employees, licensees, invitees, or contractors, to occupy or use any portion of the Property without first obtaining the written consent of the LESSOR. The LESSOR'S consent to an assignment or occupancy or use by a Party other than the LESSEE will not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment or sublease of any portion of the Leased Property by the LESSEE will render this Lease Agreement void and terminated at the sole option of the LESSOR.

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.

24. EXECUTION ON COUNTER PARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

SPECIAL PROVISIONS:

1. HOURS OF OPERATION.

(a) LESSEE shall maintain in a clear and visible manner, throughout the term of this Lease Agreement, the posted Hours of Operation for the Property as being a maximum of Tuesday – Saturday, 9:00am – 3:30pm, except for those days and holidays in which the Leased Premises may be closed.

(b) LESSEE may amend the hours and days of LESSEE'S use of the Property with the written consent of the County Administrator or his Designee.

(c) At all times during, before, or after Hours of Operations, the LESSEE, LESSEE'S officers, agents, employees, licensees, invitees, or contractors, are permitted on the Property Premises only when LESSOR'S employees are located on the physical grounds of the Leased Premises.

2. USE OF PROPERTY.

(a) LESSEE will use the Property for conducting its official business and any other lawful purpose necessary to conduct its operation at the Property.

(b) LESSEE will not make any unlawful, improper, or offensive use of the Property or any use or occupancy thereof contrary to the laws of the State of Florida or Charlotte County.

(c) During, before, and after Hours of Operations the LESSEE, or LESSEE'S officers, agents, employees, licensees, invitees, or contractors, shall not smoke tobacco on or in the Property except in those certain areas designated for smoking.

(d) LESSEE'S use of storage facilities will be limited to those designated as shown in Exhibit "A".

3. MAINTENANCE AND REPAIRS.

(a) During the term of this Lease Agreement the LESSEE will keep the interior of the Property in a good state of repair with reasonable wear and tear expected.

(b) The LESSEE will maintain the Property in a clean and 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 as solely determined by the LESSOR, or of anything unsightly or which creates a fire hazard or nuisance upon or to Property or to the Mid-County Mini-Transfer & Recycling Facility.

(c) LESSEE will not commit waste on the Property nor maintain, commit, or permit the maintenance or commission of a nuisance thereon.

(d) LESSEE will not allow the storage or use of property or equipment not associated with the operation of the LESSEE'S business.

(e) There will be no living quarters, nor will anyone be permitted to live or cook within the Property or store personal property thereon.

(f) LESSEE will conform to all applicable laws and ordinances including any existing rules and regulations of LESSOR respecting the use or occupancy of the Property.

(g) LESSOR will be responsible for all exterior maintenance of the Property, 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.

(h) LESSEE will be responsible for the daily cleaning of restroom(s). LESSOR will provide paper goods (paper towels, toilet paper, etc.).

4. IMPROVEMENTS AND MODIFICATIONS.

(a) LESSEE agrees that any improvements, modifications and renovations at the Property must be approved beforehand in writing by the Director of Public Works of Charlotte County.

(b) The Parties agree that any improvements, modifications and renovations at the Property shall be performed solely by LESSEE. LESSEE agrees to pay for any and all costs for any improvements or renovations to the Property 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'S Solid Waste Manager. LESSEE agrees to provide and install all necessary electrical, communications, and security equipment to LESSEE'S offices at the Property.

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 indemnify and hold harmless the LESSOR from any and all liability, claims, damages, losses, expenses, proceedings and causes of action of any kind and nature arising out of or connected with the performance of any service, program, duty or obligation set forth in this Lease, or with the use, occupation, management or control of the premises including the parking lot areas, and common areas, or any improvements or modifications to the Property or any furniture, furnishings, equipment and fixtures used in connection with the Property, the parking lot and the Common Areas. Furthermore, LESSEE agrees to indemnify LESSOR for any and all claims, proceedings or causes of action, arising out of the performance of LESSEE's employees, agents, guests, visitors or independent contractors. LESSEE agrees that it will, at the sole expense and with the permission of LESSOR, defend any and all actions, suits, proceedings or causes of action, which may be brought against LESSOR in connection with this Lease and the Property and satisfy, pay and discharge any and all judgements that may be entered against LESSOR in any such actions or proceedings.

(b) 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 as 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 Property.

(c) 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. ANNUAL REPORTING.

(a) Staff & Visitor Reporting. LESSEE to provide LESSOR with a list of officers, employees, contractors, invites, or volunteers which are scheduled to be at the Mid-County Mini-Transfer & Recycling Facility or within the Property during any calendar month at least five (5) days before the end of the prior month. This list is to include the names of each person.

(b) Materials Reporting. LESSEE to provide LESSOR with the total pounds (lbs.) of materials on site the final date of each month in writing. This amount is to be provided to the LESSORS Solid Waste Manager no later than the fifth (5th) day of the next calendar month.

7. RIGHT OF ENTRY. During the Lease Term, LESSOR may enter into and upon the Property 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. INSURANCE. LESSEE shall maintain and provide evidence of Commercial General Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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 with a Waiver of Subrogation in favor of Charlotte County. LESSEE shall also provide evidence of Workers Compensation with a Waiver of Subrogation endorsement in favor of Charlotte County. Evidence of coverage with a Certificate of Insurance shall be provided to the County, and replacement Certificate(s) shall be provided no later than ten (10) 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. LESSEE is required to provide evidence of all insurance required by this lease at the time of lease signing.

9. SAFTEY AND SECURITY PROVISIONS

(a) LESSEE shall use only surge protected extension cords within the Property.

(b) LESSEE shall not utilize portable heaters within the Property.

(c) LESSEE will keep all entryways, exit ways, and wheelchair access points clear at all times.

(d) LESSEE is prohibited from placing any items at any time on any portion of the

exterior of the Property. All items will be inside the designated area as outlined in Exhibit "A".

(e) All fire extinguishers and fire suppressant systems are to be clear of obstructions at all times.

(f) At all times, the LESSEE, LESSEE'S officers, agents, employees, licensees, invitees, or contractors in or around the Property are limited to a maximum number of ten (10) persons at one time, whether engaged in activities for the LESSEE or not, unless prior verbal or written approval has been obtained from the LESSOR'S Solid Waste Operations Manager with three (3) days prior written notice.

(g) At no time should LESSEE, LESSEE'S officers, agents, employees, licensees, invitees, or contractors, enter areas at the Mid-County Mini-Transfer & Recycling Facility designed as a storage area for chemicals or hazardous materials.

(h) Upon all days when Hours of Operation are observed at the Property; the LESSEE will close the doors to the Property on or before 3:30pm and will finalize closing procedures and fully secure the Property by no later than 3:45pm each day operations are realized.

(i) LESSEE is fully responsible for unlocking the Property and securing the Property each day operations occur.

(j) The LESSEE, LESSEE'S officers or employees will at no time utilize LESSORS golf carts. LESSEE may provide a golf cart for its officers or employees provided they receive training on the proper and safe operation. LESSEE shall maintain a signed copy documenting the training was provided. LESSEE will make the documents available to the LESSOR if requested. The LESSEE will only use golf carts for the sole purpose of hauling garbage to the appropriate location. LESSEE will store the golf carts in the area designated by the LESSOR. The LESSOR reserves the right to grant, suspend, or eliminate this privilege at any time for any reason and without notice to any and all officers or employees of the LESSEE.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year as signed by the LESSOR.

LESSEE:

CENTER FOR ABUSE AND
RAPE EMERGENCIES OF
CHARLOTTE COUNTY, INC.,
a Florida not-for-profit corporation

By: *Karen McElhaney*

Print Name: Karen McElhaney

Title: Executive Director

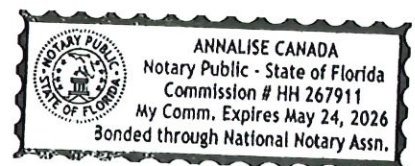
Date: 04/21/2026

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of April, 2026 by Karen McElhaney, of Center of Abuse and Rape Emergencies of Charlotte County, Inc. C.A.R.E., a Florida Not For Profit Corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Annalise Canada
Notary Public



LESSOR:

ATTEST:

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

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By:  _____
Thomas M. David, County Attorney
LR2026-0357 as AS



Mid County Mini-Transfer
and Recycling Facility
C.A.R.E. Reuse Store

