

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is entered into this 8th day of October, 2024, by and between Charlotte County, a political subdivision of the State of Florida, whose post office address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "LESSEE," and RGUM, LLC, a Florida Limited liability Company, whose post office address is 12345 Catalina Drive, Punta Gorda, Florida 33955, hereinafter called the "LESSOR."

WITNESSETH:

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, the property located at the 10381 Tamiami Trail Punta Gorda, 33950, in Charlotte County, Florida (the "Leased Premises" or "Premises"); 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, the Leased Premises having an area of approximately Twelve Thousand Six Hundred and Eight Two (12,682) square feet of space. 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 one (1) year and will commence on the 1st day of March 2025, and will continue until the last day of February 2026, ("Initial Lease Term"). Provided LESSEE has not been in Default during the Initial Lease Term, LESSEE will have the option of renewing this Lease for One (1) additional term of One (1) year ("Renewal Term"), upon written approval of such renewal by the parties to be obtained no less than six (6) months before the expiration of the Initial Lease Term, for a total potential term of Two (2) years. The Charlotte County Administrator, or his designee, is hereby authorized to enter into the lease renewal in accordance with the terms of this Lease.

3. **RENT.** The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above-described Leased Premises for the term set out in this Lease. LESSEE will pay to the LESSOR for the Initial Lease Term of this Lease beginning on March 1, 2025, as well as the Renewal Term if the Renewal Term is exercised, Fifteen Dollars (\$15.00) per square foot, for the total sum of which will amount to One Hundred Ninety Thousand, Two Hundred and Thirty Dollars (\$190,230.00) annually, payable in Twelve (12) installments per year. 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. 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.

5. UTILITIES. LESSEE will pay for all garbage removal, electric, water, telephone and internet charges and fees and all other pertinent utility fees and charges.

6. TAXES, FEES, AND ASSESSMENTS. LESSOR will pay directly to the applicable Government Entity all taxes, fees, assessments, or other charges assessed by any Government Entity against the Premises, operations, or activities of LESSEE. LESSOR 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.

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.

8. 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.

9. 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:

RGUM, LLC.
Attn: Ronald L Gummo
12345 Catalina Drive
Punta Gorda, FL 33955
rongummo@embarqmail.com

10. 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: Travis Perdue, Facilities Construction & Maintenance Director

(b) Phone number: (941) 743-1398

(c) Email address: Travis.Perdue@CharlotteCountyFL.gov

11. 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.

12. AMERICANS WITH DISABILITIES ACT. LESSEE agrees that any improvements or renovations performed or made at the Leased Premises will conform, and be in compliance with, the requirements of the Americans With Disabilities Act.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. HAZARDOUS MATERIALS. LESSEE shall not cause, permit or allow any hazardous materials to be brought upon, treated, generated, disposed of or used upon the Premises by LESSEE except in strict compliance with all environmental laws, rules and regulations for materials commonly used in LESSEE's day-to-day business operations. The term hazardous material means any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or (2) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and/or the Resource Conservation and Recovery Act; or (3) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or (4) without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons. LESSEE will promptly take all actions required by federal, state, or local government to remediate the Premises in the event of the presence or release of any hazardous materials as a result of the actions or omissions of LESSEE. LESSEE will immediately notify LESSOR of the presence or release of any hazardous materials requiring such remedial action. LESSEE agrees to indemnify, defend, reimburse and hold harmless LESSOR for all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, incurred as a result of the violation of the paragraphs set forth above or the violation of any federal, state, or local environmental law, ordinance or regulation by LESSEE.

24. AMERICANS WITH DISABILITIES ACT COMPLIANCE. LESSEE acknowledges

the Premises may constitute a place of public accommodation or a commercial facility under Title III of the Americans with Disabilities Act ("ADA") and that the ADA is applicable to owners and LESSEEs of places of public accommodation and commercial facilities. LESSEE further acknowledges that, pursuant to the ADA, any structural alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101 et seq. as may subsequently be amended. In the event LESSEE makes any alterations to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the United States Department of Justice, LESSEE agrees to design and build such structural alterations so as to comply with the ADA and such accessibility standards.

25. RADON GAS. Pursuant to Florida Statutes 404.056(5) LESSOR and LESSEE are hereby notified of the following: Radon is 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 department.

26. COUNTERPARTS. This Lease may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument. Further, signatures transmitted electronically by e-signature service, by facsimile or email in a "PDF" format shall have the same force and effect as original signature in this Lease. The parties hereby consent to the use of such electronic signature for this Lease.

27. COSTS AND ATTORNEYS' FEES. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings.

SPECIAL PROVISIONS:

1. HOURS OF OPERATION. The parties acknowledge that the LESSEE wishes to occupy the Leased Premises for Seven (7) days a week throughout the term of this Lease.

2. USE OF LEASED PREMISES. LESSEE will use the Leased Premises for conducting its official business including an Emergency Operations Distribution Center 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.

3. MAINTENANCE AND REPAIRS. The LESSEE will, during the term of this Lease, keep the interior of the Leased Premises, the parking lot, and general area surrounding the building in a good state of 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. LESSOR will also be responsible for interior repairs of electrical systems, plumbing systems, and HVAC/mechanical systems.

4. IMPROVEMENTS. The parties agree that any improvements and renovations that LESSEE desires 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.

5. INDEMNIFICATIONS.

(a) In addition to the other good and valuable consideration described in this Lease, the receipt of which the parties acknowledge, LESSOR and LESSEE each agree to be fully responsible to the limits set forth under Florida law for their own negligent acts or omissions, or intentional tortuous acts, and agree 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 or LESSEE to be sued by third parties in any matter arising out of this or any other agreement.

(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. 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. After reasonable prior notice to LESSEE and at a time that is mutually agreeable to LESSEE and LESSOR, LESSOR and its agents shall have the right to enter or pass through the Premises to show the Premises to prospective purchasers or mortgagees of the Premises. Such entry shall be conducted in such a manner so as not to interfere with LESSEE's use and enjoyment of the Premises and LESSEE may have a representative of the County

present in the Premises during such entry.

Any entries made into the Premises while COVID-19 safety precautions or other widespread public health procedures are in place shall be conducted during a time mutually agreeable to LESSEE and LESSOR. Both parties shall work together to take all reasonable safety precautions to make their best effort avoid the spread of COVID-19 or other widespread public health concern during such entries.

7. ADDITIONAL OBLIGATIONS OF LESSEE.

(a) This Lease is contingent on LESSEE obtaining all necessary governmental approvals for LESSEE's use of the Premises.

(b) INSURANCE. Throughout the Term, LESSEE shall keep the following insurance coverages: (i) LESSEE's personal property against loss or damage by perils customarily included under standard policies together with extended coverage; (ii) workers' compensation insurance as required by law; and (iii) during the course of construction of any improvements, including, but not limited to Alterations, and until completion of the improvements, builder's risk insurance covering LESSOR, LESSOR's mortgagees, LESSEE (and LESSEE's respective contractors, subcontractors) and all work incorporated into the Premises and all materials and equipment in or about the Premises. On or before the Rent Commencement Date, LESSEE shall deliver to LESSOR certificates of insurance, showing that the insurance required to be maintained pursuant to the foregoing provisions of this Section is in force. Thereafter, not less than 30 days prior to the expiration or termination of such policy, LESSEE shall furnish to LESSOR certificates showing renewal of, or substitution for, any policy that expires or is terminated during the Term of the Lease. Each policy of insurance shall have attached to it an endorsement that the policy shall not be cancelled or materially changed without at least 30 days' prior written notice to LESSOR, and any mortgagee of the Premises, and that no act or thing done by LESSEE shall invalidate the policy as against LESSOR or any mortgagee of the Premises. In the event of any event or loss that is to be covered by the insurance required in this section, LESSEE shall look towards the insurance proceeds and not LESSOR first for reimbursement and/or financial compensation. LESSEE and LESSOR shall cooperate with each other in expediting the obtaining of insurance recoveries. All such insurance shall also contain any other endorsements that any first mortgagee of the Premises shall reasonably request.

8. LESSOR'S CONTACT PERSON FOR DAY TO DAY OPERATIONS. The name, telephone number, and email address for LESSOR's contact person who may answer questions regarding day to day operations is as follows:

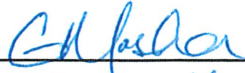
(a) Name: Ronald Gummo


(b) Cell number: (941) 286-6511

(c) Email address: rongummo@embarqmail.com


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

WITNESSES:

Signed: 
Print Name: GREGORY MEYER
Date: SEPT. 4, 2024

Signed: 
Print Name: STEPHEN KIPA
Date: SEPT. 4, 2024

RGUM, LLC.

By: 
Print Name: Ronald L. Gummo
Title: Manager
Date: SEPT. 04, 2024

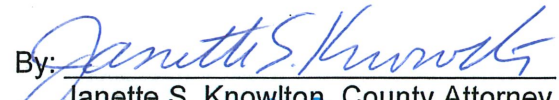
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, 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 #2024-0767 