

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/06/2022

Contract/Lease Control #: L03-0221-PW

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: BAKER AREA RECREATION ASSOCIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2022

Expiration Date: 06/20/2027 W/1 5 YR RENEWAL

Description of: BAKER RECREATION AREA/HORSE ARENA

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

FACILITIES MANAGEMENT AND LEASE AGREEMENT

**Between
Okaloosa County, Florida
and
Baker Area Recreation Association**

THIS FACILITIES MANAGEMENT AND LEASE AGREEMENT ("Lease"), made and entered into this 21st day of June, 2022, by and between Okaloosa County, a political subdivision of the State of Florida (the "Lessor" or the "County"), with a principal address of 1250 N. Eglin Pkwy., Suite 100, Shalimar, FL, and the Baker Area Recreation Association, Inc., a Florida not-for-profit corporation ("BARA" or "Lessee"), with a principal address of 5503 Highway 4, Baker, FL.

EXHIBITS TO THIS LEASE

The exhibits listed below and attached to this Lease are incorporated herein by this reference:

- Exhibit A Legal Description and Aerial of the Property. Exhibit
- B Insurance Requirements.
- Exhibit C Depiction of Leased Property.
- Exhibit D BARA Action Plan.

Article I Leased Property

1.1 Description of Property: Lessor leases to Lessee, and Lessee accepts from Lessor, the Property, equipment and fixtures located on 6420 HWY 4, Baker, FL 32531, consisting of the portion of the Property, as described in 1.2A below, generally including the following: covered lighted Barnhill main arena and practice ring, the open upper lighted Jerry Cook arena, Holly barns & Rossi barns, round pens, applicable parking areas, caretaker's home (as provided herein), overnight camping facility, twenty nine (29) RV hook ups with water and electricity and archery range, as shown in EXHIBIT "C" ("Leased Property"). The Lessor shall retain the remainder of the Property not included in EXHIBIT "C" and, as described in 1.2 B below, generally including the following: community center and exhibition building, walking track at the main entrance, children's playground area, and tennis courts ("Non-Leased Property"). The Property is approximately 51.25 acres and is commonly known as the "Baker Recreational Center" and is more particularly described and shown in EXHIBIT "A."

1.2 Use of Property. Regulations; Signs.

A. Lessee's use of the Leased Property shall be limited to ~~renting~~, operating and managing (~~maintaining as provided herein~~) Upper Arena, Holly Barns, Rossi Barns, Warm Up Arena, Lower Covered Arena, RV Sites/Hookups, Archery Area and the Rear Parking Areas within the areas as depicted in EXHIBIT C for events organized and/or approved by Lessee throughout the year, as further delineated in Article II of this Lease. During times when the Lessee has no events scheduled, such facilities shall be made available to the general public for use at reasonable charges to cover expenses.

- B. Lessor shall rent, operate, manage and maintain the Non-Leased Property, which includes the following: Community Center/Pavilion, Playground and Tennis Courts; Walking Track and Front Parking Area within the areas not depicted in EXHIBIT C.
- C. It is understood between the Parties that the Parking areas shall be shared depending on the event(s) and that some larger events held in the Leased Property may require the entire parking area.
- D. Additionally, Lessee is granted sole authority to use and/or lease the caretaker's home, until October 1, 2022, at which time the Lessor shall have sole authority. The Lessee shall have the caretakers home vacated by September 30, 2022.
- E. Lessee shall comply with (and cause Lessee's representatives to comply with) all present and future laws or ordinances applicable to the Leased Property.
- F. Lessee shall not install or maintain any signs on the Leased Property whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to and approved by Lessor in writing, and the Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the Leased Property.
- G. Lessor retains the right to post safety and other informational signage on the Leased Property. The presence or absence of such signage shall not relieve Lessee, organizers or vendors from warning the public about hazards associated with particular events.

13 Leasehold Improvements

- A. All fixtures, equipment, improvements and appurtenances attached to or built into the Leased Property, whether or not by or at the expense of Lessee, and any carpeting or other personal property in the Leased Property on the Commencement Date installed by Lessor (collectively the "Leasehold Improvements"): (i) shall be and remain a part of the Leased Property; (ii) shall be deemed the property of Lessor; and (iii) shall not be removed by Lessee.
- B. All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Leased Property acquired by or for the account of Lessee, without expense to Lessor, which can be removed without damage to the Leased Property (collectively the "Lessee's Property"), shall be and shall remain the property of Lessee and, except as otherwise prohibited by this Lease, may be removed at any time during the term of this Lease; provided that, if any of Lessee's property is removed, Lessee shall pay the cost of repairing any damage to the Leased Property resulting from such removal.

1.4 Damage to or Destruction of Leased Property

- A. If the Leased Property, or any portion thereof, shall be damaged during the term of this Lease by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly uninhabitable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessee's insurance policies are available to Lessor. If the Lessor's insurance policy proceeds are insufficient to repair the Leased Property, then either party has the option to immediately terminate the Lease. Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or Leasehold Improvements made to the interior of the Leased Property by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are the sole responsibility of Lessee.
- B. If the Leased Property is rendered wholly uninhabitable by fire or other cause, or if the Leased Property should be damaged or destroyed by fire or other casualty, by fifty percent (50%) or more of the monetary value of either thereof, whether the Leased Property themselves be damaged or not, or so that fifty percent (50%) or more of the floor space contained in either thereof shall be rendered uninhabitable, then Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. In any of the foregoing instances, the Lessor shall notify the Lessee as to its election within sixty (60) days after the casualty in question. If the Lessor elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Leased Property and surrender the same to the Lessor, paying the rent and all other charges up to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessor does not elect to terminate this Lease, the Lessor shall repair and/or rebuild the Leased Property as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until Leased Property is repaired or restored.
- C. The Lessee shall be liable for any damage to the Leased Property which may be caused by its act or negligent omission, or the act or negligent omission of any of Lessee's Representatives, and the Lessor may, at its option, repair such damage, and the Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after delivery of an invoice by the Lessor, for the total cost of such repair and damage.

15 Injury or Damage to Leased Property: All property of any kind that may be on the Leased Property during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to

business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent contractors.

1.6 Default.

A. The following conditions shall be deemed a breach of this Lease:

- a. If the Lessee shall, at any time, be in default of the payment of either rent or any other payments required of Lessee under this Lease, regardless of whether demand has been made therefore;
- b. If Lessee shall be in default of any other covenants and conditions of this Lease;
- c. If Lessee shall vacate or abandon the Leased Property;
- d. If Lessee fails to take possession of the Leased Property and/or fails to actively operate or manage the Leased Property;
- e. If Lessee shall be adjudged bankrupt or if a receiver or trustee shall be appointed; and/or
- f. If Lessee is in violation of any covenant or condition of this Lease which has prompted the issuance of a notice of default three (3) or more times over a five (5) year period, then such events shall be deemed a continuous violation and the Lease shall immediately be deemed null and void.

B. In any of the above events the Lessor shall:

- a. Issue a notice of default giving Lessee fifteen (15) days in which to cure the breach. In the event the breach is not cured within fifteen (15) days of the date of the notice, the Lease shall terminate immediately. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.
- b. Re-enter the Leased Property and take possession including the removal of all persons and all property therefrom, without becoming liable to prosecution therefore, and may, among other remedies, elect:
 - i. To relet the Leased Property as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the Leased Property are relet, the Lessee shall remain liable for the equivalent of all rent and other charges provided for under this Lease, plus the cost of reletting, if any, which said amount shall be due and payable to the

Lessor as damages, or rent, as the case may be, on the successive monthly rent days herein above provided; or

- ii. To terminate this Lease and immediately resume possession of the Leased Property, wholly discharged from any obligations under the terms of this Lease, and may re-enter and repossess said Leased Property, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affects Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

- C. Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease within fifteen (15) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than fifteen (15) days are required for performance, then Lessor shall not be in default if it commences performance within such 15-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the default set forth in said notice within said 15-day period, Lessee may at his option either (i) cure such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

1.7 Right to Inspect. Lessor, at all reasonable times, may enter into and upon the Leased Property for the purpose of viewing the same, for the purpose of making any such repairs as Lessor is required or authorized to make under the terms of this Lease, and for the purpose of enforcing or carrying out any provisions of this Lease.

Article II Facilities Management of Leased Property

2.1. General. Lessee is granted sole authority to manage the Leased Property described in Article I and shown in EXHIBIT C.. Schedule of Events. Lessee shall be responsible for providing Lessor with a schedule of events at the Leased Property to the Facilities and Parks Department's Parks Coordinator for each Month at least 30 days prior to the start of each month.

2.2 Operational Standards.

- A. Equal Treatment of Customers. Lessee shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

- B. Quality of Service. Lessee shall provide good, prompt, efficient and courteous service to all users of the Leased Property. Lessee shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.
- C. Personnel. Lessee's personnel and/or representatives performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to Lessor. Personnel shall be required to wear the appropriate approved uniform at all times when on duty. Lessee shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. Lessor shall be the sole judge as to whether the conduct of Lessee's representative, agents, servants, or employees is objectionable, and if so judged by Lessor, Lessee shall take all steps necessary to eliminate the conditions that occasioned such judgment. Lessee shall ensure that its employees are of sufficient number so as to properly conduct the operations of Lessee's businesses at the Leased Property.
- D. Manager. The management, maintenance and operation of the Leased Property shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Lessee. Lessee further agrees to assign a qualified subordinate to be in charge of the Leased Property and the products and facilities offered in this Lease, and to be available in the absence of the Manager.
- E. Cash Handling. Lessee shall develop and implement a policy outlining the rules, regulations, and operating procedures which apply to its employees within thirty (30) calendar days following the effective date hereof, which shall be submitted to Lessor for its written consent. Lessee agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Lessee shall promptly provide Lessor with any changes, modifications or revisions to its rules, regulations and operating procedures.
- F. Solicitation. Lessee, its employees, agents and representatives shall not solicit business from any area of the Leased Property, including any area in front of the Leased Property other than the operations and management of the Leased Property as set forth in this Lease.
- G. Standard of Service. Lessee shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable recreational facilities, while at the same time operating in a commercially reasonable and legally required manner. Lessor's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Lessee.
- H. Rules and Regulations. Lessee shall inform each of its employees of the pertinent rules and regulations of the Leased Property and the applicable provisions of this Agreement and instruct such employees and representatives as to the methods and procedures used at the Leased Property. Lessee shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.
- I. Complaints. Lessee shall forward to Lessor upon request, a list of any complaints, whether verbal or written, accompanied by Lessee's response to or resolution of such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on Lessor's own initiative or otherwise, may be submitted to Lessee for response by Lessee. Lessee shall provide a response to Lessor, upon request, within seven

(7) calendar days following submission by customers or by the Lessor of said questions, complaints or comments.

- J. Contact Number. Lessee shall provide Lessor with emergency telephone numbers at which Lessee's manager may be reached on a 24-hour basis.
- K. Event Occupants. Lessee agrees to require the coordinators of any events that will take place on the Leased Property to produce proper insurance and execute a hold harmless agreement indemnifying Lessor and Lessee.
- L. Emergency Evacuation and Hurricane Plans. Upon request by Lessor, Lessee shall provide Lessor emergency evacuation and hurricane plans consistent with the Lessor's plans for the Leased Property. These plans shall be detailed procedures of actions to be taken by Lessee, if an evacuation need or hurricane alert warning is present. Hurricane plans shall be updated, if requested by Lessor. Lessee shall provide Lessor copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.
- M. Emergency Shelter Agreement with the Okaloosa School District. Lessee acknowledges that in case of an emergency or crisis situation involving the Baker School that the School will be allowed to relocate its students, faculty and staff to the Leased Property. Upon notification of an emergency or crisis situation at the Baker School Lessor will notify Lessee, and Lessee shall take all necessary actions to accommodate the School.
- N. Conflict. Should a conflict arise between Lessee and other operators at the Leased Property regarding the scope of concession privileges, the County Administrator's decision on the matter shall be final and conclusive. Lessee agrees to abide by the County Administrator's decision.

Article III. Term

3.1 The term of this Lease shall be five (5) years from the effective date. This Lease may be extended for an additional five (5) years if agreed to in writing by both parties.

Article IV. Rent and Rates

4.1 Rent. Lessee shall pay annual rent for the Leased Property in the amount of one dollar (\$1.00). The Lessee shall mail or deliver the rent payment to Lessor at 1250 North Eglin Parkway, Suite 100, Shalimar Florida 32579. Rent shall be due and payable in advance of the first day of the Lease period each year--- January 1st.

- A. If any part of the rent is not paid within fifteen (15) days after it is due, Lessee shall pay Lessor a late charge in the amount of ten percent (10%) of such payment. The payment by Lessee of a late charge or interest hereunder shall not prevent nor remedy default under this Lease. Failure to pay the rent within thirty (30) days of the due date shall be deemed to be a default under this Lease.

- B. In addition to any other rents or charges due from the Lessee under this Lease, the Lessee shall be responsible for any excise, sales, use, gross receipts or other taxes, including assessments or any other charges imposed by any entity, which may be imposed on or imposed as a result of the use of the Leased Property by Lessee, including charges assessed or measured by the amount of rent due from the Lessee to the Lessor. In the event that any such amounts are assessed against the Lessor or that the Lessor is required to pay such amounts, then these amounts shall be paid to the Lessor by the Lessee. If the Lessor has been required to make payments of these amounts, then the Lessee shall be required to reimburse those amounts to the Lessee within thirty (30) days of notice that the Lessor has paid such amounts.
- C. All costs and expenses which Lessee assumes or agrees to pay and any other sum payable by Lessee pursuant to this Lease shall be deemed additional rent.
- D. Lessee agrees to utilize revenues derived from the use of the facilities, including fees and event profits, to reinvest in the Property/facilities and pay for one or more of the following: general facility maintenance, facility improvements and recreational improvements and recreational functions.
- E. Both parties agree to work collaboratively in securing financial grants to renovate and improve the Leased Property.

Article V **Books Records and Audits.**

5.1 On or before the 20th day of each month during the Term, Lessee shall provide the Lessor, a report of Gross Revenues for the preceding month, which shall include separate line items, for individual events, rentals, and other items as required by the Lessor. Said report shall be on a form provided to Lessee by the Lessor and shall be signed by an officer, partner, or other person authorized to sign on behalf of Lessee, and shall be submitted to the Lessor accompanied by any payment due thereon.

- A. Any and all reports and other data and documents provided to the Lessor by Lessee in connection with the Lease are and shall remain the property of the Lessor.
- B. Lessee shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Lease (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, credit, or otherwise, without regard to whether paid or not, the cost of all sales taxes collected, and also the Gross Revenues of the business conducted at the Leased Property by Lessee and the aggregate amount of all sales and services and orders of all such business done upon or within the Leased Property. Lessee further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as Lessor may request.

5.2 The Lessor shall have the right, upon reasonable notice to Lessee at any time during the Term, to review, inspect, and/or audit the Books and Records relating to Lessee's operations pursuant to this Lease to determine the correct amount of any monies required to be expended by Lessee, and the correctness of the fees paid by Lessee to the Lessor for any Term which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hours' notice and copies thereof shall be provided to the Lessor upon request.

5.3 In addition, Lessee shall, at its expense, provide the Lessor with an annual audit prepared by an independent Certified Public Accountant; said audit shall conform to generally acceptable auditing standards and shall be submitted to the County within one hundred twenty (120) days following October 1 of each year. If this Lease is terminated early, the Lessor has the right to demand an accounting of all funds held by the Lessee.

5.4 Lessee shall pay, on or before their respective due dates and provide proof of the same, all federal, state, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any Leased Property used by Lessee or the estate hereby granted, or upon Lessee, or upon the business conducted by Lessee, or upon any of Lessee's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Such taxes shall include sales taxes on merchandise and food sales as well as sales and tourism taxes on RV rentals. Lessee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. In addition, Lessee shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

Article VI Utilities and Services

6.1 The Lessor agrees to pay all charges for utility services and costs of installations, including water, heat, light, power/electric, sewage and garbage. Lessee is responsible for all telephone and office expenses which may be incurred.

Article VII Capital Improvements, Repairs, Maintenance and Alteration

7.1 Lessor shall solely be responsible for any capital improvements to the Leased Property. Lessee shall be solely responsible for maintaining the Leased Property on a day-to-day basis through September 30, 2022 or sooner upon hiring additional County staff per the action plan in EXHIBIT "D". If assistance is needed to maintain the Leased Property, Lessee shall contact the Lessor's Facilities and Parks Department. As set forth above, Lessee agrees to utilize revenues received from events to pay for Leased Property maintenance and improvements. If there is a short fall in the amount necessary to maintain and improve the Leased Property, the Lessor will offset such costs as are deemed in the Lessor's sole discretion as necessary for the maintenance and improvement of the Leased Property. Lessor will further assist in obtaining assistance for maintenance, including seeking agreements with the Department of Corrections for an inmate crew to assist in maintaining the area.

72 On October 1st or sooner, upon hiring additional County staff per the action plan in EXHIBIT "D", Lessor agrees to maintain the Leased Property and appurtenances thereto in good condition and repair. Lessee shall generally work to keep the Leased Property, including the Leasehold Improvements and Lessee's Leased Property, in a neat, clean condition Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Leased Property, the Leasehold Improvements, Lessee's Leased Property, including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Leased Property. Lessor shall be responsible for all repairs, replacements and alterations in and to the Leased Property, the Leasehold Improvements, and Lessee's Leased Property and at a minimum shall perform the following:

- A. Restrooms shall be cleaned and supplies replenished daily.
- B. The entire Leased Property shall be cleaned of all debris or litter daily at a minimum and more frequently if necessary due to high use of the same.
- C. All graffiti or other unauthorized defacement of the Leased Property and buildings shall be removed immediately upon discovery.
- D. The entire site, including all buildings and appurtenances, entrance drive and parking lot, shall be maintained in a neat and clean manner and all litter or trash removed daily.
- E. Lessor shall promptly repair or replace, all plumbing, heating, venting, air conditioning equipment, electrical (to include all wiring, lights, large fans, building, parking lot and any other non-structural repair(s) needed, including signs).
- F. Lessor shall promptly make any needed repairs to entrance drive and parking lot(s).
- G. Lessor shall be responsible for maintaining all grounds, to include landscaping in an attractive, neat appearance at all times.

73 Repairs and replacements made by Lessor shall be in workman like manner. Lessor shall be responsible for any painting, carpeting, and other repairs as necessary, due to normal wear and tear. Repairs specifically caused by the Lessee's neglect, misuse, omission/lack of oversight or security or resulting from the particular activities that the Lessee conducts on the Leased Property, may be charged back to the Lessee.

7.4 Lessee and booked rental parties shall be responsible for related event activities on the Leased Property (in the area in Exhibit "C") to include items such as dragging the arena(s), cleaning horse stalls, temporary signage, and event cleaning bathrooms (beyond once a day), and other event related specialty event needs. Lessee shall inspect post events to ensure facilities are not damaged and generally cleaned before returning applicable deposit. 7.5 Upon the expiration of or prior to termination of this Lease, the Lessee shall remove all property of the Lessee from the Leased Property, except plumbing and other fixtures and Leasehold Improvements which may have been installed by the Lessee and except as otherwise provided in this Lease, and surrender the Leased Property to the Lessor in as good order and condition as they were delivered to the Lessee or placed by Lessee thereafter. Any property left on the Leased Property after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee.

7.6 Lessee shall not make any alteration in or to the Leased Property without the prior written consent

of Lessor. Lessee shall defend, indemnify and save harmless Lessor from and against any and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any alteration in or to the Leased Property made by Lessee. If Lessor gives its consent to the making of alterations by Lessee, all such work shall be done in accordance with such requirements and upon such conditions as Lessor, in its sole discretion, may impose. Any review or approval by Lessor of any plans or specifications with respect to any alteration is solely for Lessor's benefit, and without any representation or warranty whatsoever to Lessee with respect to the adequacy, correctness or efficiency thereof or otherwise.

7.7 Lessee shall not permit the placement of any liens against the structure or real property itself. In the event that a lien is placed against the structure of real property, then the Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Lessee, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Leased Property and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within twenty (20) days after the filing thereof. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of Lessor in and to the Leased Property or the land upon which it is situated be subject to liens for improvements made by Lessee or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Lessee.

Article VIII. Security of the Premises

8.1 The Parties shall be jointly responsible for security during non-event/non-rental period for the respective facilities they manage/oversee/rent. During events/rentals the managing Party shall ensure the event organizer/renter is providing security for the event/rental. The Parties shall jointly work to enhance security where needed. If the Caretakers residence is occupied, one of the principal duties of any use of the facility shall be on-site security of the entire Property.

Article IX. Indemnification and Insurance

9.1 Indemnification. Lessee agrees to indemnify, defend and hold harmless the Lessor, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, the performance or furnishing of Lessee's work or services under this Lease. The Lessor reserves the right, but not the obligation, to participate in defense without relieving Lessee of any obligation hereunder.

9.2 Insurance. Lessee shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein.

Article X.
Termination and Force Majeure

10.1 Lessor's Rights of Termination. Lessor, in addition to any other right of termination herein given (Section 1, supra) to it or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Lease after giving Lessee written notice upon or after the happening of any one or more of the following events ("Events of Default"). Lessee shall have ten (10) calendar days to cure an Event of Default, unless another specific time period is set forth herein. The ten (10) day cure period shall commence upon receipt of written notice from the Lessor:

- a Lessee fails to make due and punctual payment of any fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, provided however, upon the expiration of the fifteen (15) day period contained in this subsection, Lessee shall not be entitled to the additional ten (10) day notice set forth above;
- b Lessee files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Lessee's assets;
- c Institution of proceedings in bankruptcy against Lessee and continuation thereof for a period of ninety (90) calendar days;
- d Taking of jurisdiction by a court of competent jurisdiction of Lessee or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act;
- e Appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction or by a voluntary agreement with Lessee's creditors;
- f Abandonment by Lessee of the Leased Property, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment;
- h Failure of Lessee to use the Assigned Area in accordance with the terms and conditions of this Lease or the failure of the Lessee to maintain the insurance required by this Lease;
- i Failure of Lessee within ten (10) calendar days after receipt of written notice from Lessor, to keep, perform or observe any other term, covenant or condition of this Lease to be kept, performed or observed by Lessee; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Lessee commences to cure or remove such default within said ten (10) calendar day period and thereafter pursues the curing or removal of such default with due diligence.

10.2 Payment after Default: The acceptance of fees or charges by Lessor from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Lessor to terminate this Lease for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

10.3 Termination for Convenience. This Lease may be terminated for convenience (without cause) by either party upon 120 days written notice to the other party.

10.4 Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work,

shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; *provided, however*, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

Article XI. Miscellaneous Provisions

11.1 Compliance with Laws. Lessee (including its officers, agents, servants, employees, Lessees, sub operators, and any other person over which Lessee has the right to control) agree that throughout the Term of this Lease, Lessee shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended.

11.2 Rights Reserved to Lessor. Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to Lessor. Lessor expressly reserve(s) the right to prevent any use of the described Leased Property which would interfere with or adversely affect the operation or maintenance of the Leased Property, or otherwise constitute a Leased Property hazard.

11.3 Property Rights Reserved. This Lease shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Leased Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions.

11.4 Notices. All notices or other communications to Lessor or Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO LESSOR:

Okaloosa County BOCC
Facilities and Parks Director
1759 S. Ferdon Blvd.
Crestview, FL 32536

TO LESSEE:

Baker Area Recreational Association
President
5503 Hwy 4
Baker, FL 32531

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

11.5. Applicable Law and Venue. The Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Okaloosa Lessor, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the state courts of Okaloosa County, Florida.

11.6 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

11.7 Relationship of the Parties. Lessee, or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and Lessor shall in no way be responsible therefore.

11.8 Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Lessor shall be required to restore or revive time as of the essence hereof after waiver by Lessor or default in one or more instances. No option, right, power, remedy, or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Lessor by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one
(1) right, power, option or remedy by Lessor shall not impair its rights to any other right, power, option or remedy.

11.9 Subletting and Assignment. Lessee shall neither sublet any portion of the Leased Property nor assign this Lease, in whole or in part, without the written consent of the Lessor as to both the terms of such assignment or sub-lease and the identity of such assignee or sub-lessee. In the event Lessor approves a sub-lease, Lessee shall nevertheless remain obligated to lessor for full payment of the rent and sub-lessee's compliance with the terms of this Lease.

11.10 Time is expressed to be of the essence of this Lease.

11.11 All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease, and instruments or documents relating to same, shall be construed under Florida law. This Lease represents the complete agreement of the parties and any prior Lessee agreements or representations, regarding any agreement, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

11.12. Lessee shall maintain all records pertaining to this Lease in accordance with the Florida Public Records law, chapter 119, Florida Statutes.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHONIX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 301 N. WILSON STREET, SUITE 301 CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@myokaloosa.com.

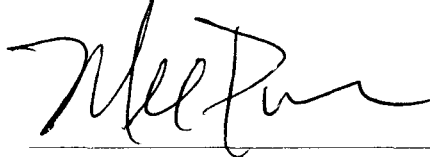
Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

- a. Keep and maintain public records required by the Lessor to perform the service.
- b. Upon request from the Lessor's custodian of public records, provide the Lessor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessee does not transfer the records to the Lessor.
- d. Upon completion of the contract, transfer, at no cost, to the Lessor all public records in possession of the Lessee or keep and maintain public records required by the Lessor to perform the service. If the Lessee transfers all public records to the public agency upon completion of the contract, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. Lessee's failure to produce records in accordance with chapter 119, Florida Statutes, is grounds for automatic termination of this lease.

////////// **SIGNATURE PAGE TO FOLLOW** //////////

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

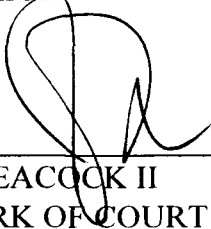
OKALOOSA COUNTY, FLORIDA:



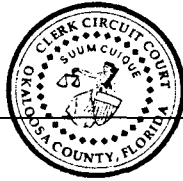
MEL PONDER, CHAIRMAN



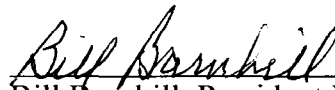
ATTEST:



JD PEACOCK II
CLERK OF COURT



BAKER AREA RECREATION ASSOCIATION:



Bill Barnhill, President BARA

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, Mr. Bill Barnhill the undersigned officer duly authorized to take acknowledgements in Okaloosa County, Florida, aforesaid, personally appeared who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 11 day of June, 2022.



ANGELA M OVERLY
Commission # GG 254981
Expires September 3, 2022
Bonded thru Budget Notary Services

EXHIBIT A
Legal Description of Property

The North 660.00 feet of the SW 1/4 of Section 8, Township 3 North, Range 24 West, lying East of Highway #4, containing 32.55 acres, more or less and the North 400.00 feet of the SE 1/4 of Section 8, Township 3 North, Range 24 West, Okaloosa County, Florida, containing 24.28 acres, more or less.

LESS AND EXCEPT:

Commence at the NW corner of the SE 1/4 of Section 8, Township 3 North, Range 24 West, Okaloosa County, Florida; thence North 88 degrees 34'38" West along the 1/4 section line, a distance of 600.00 feet; thence South 01 degrees 54'10" West 50.00 feet to the PCB; thence North 88 degrees 34'38" West 500.00 feet; thence South 01 degrees 54'10" West 300.00 feet; thence South 88 degrees 34'38" East 500.00 feet; thence North 01 degrees 54'10" East 300.00 feet to the PCB.



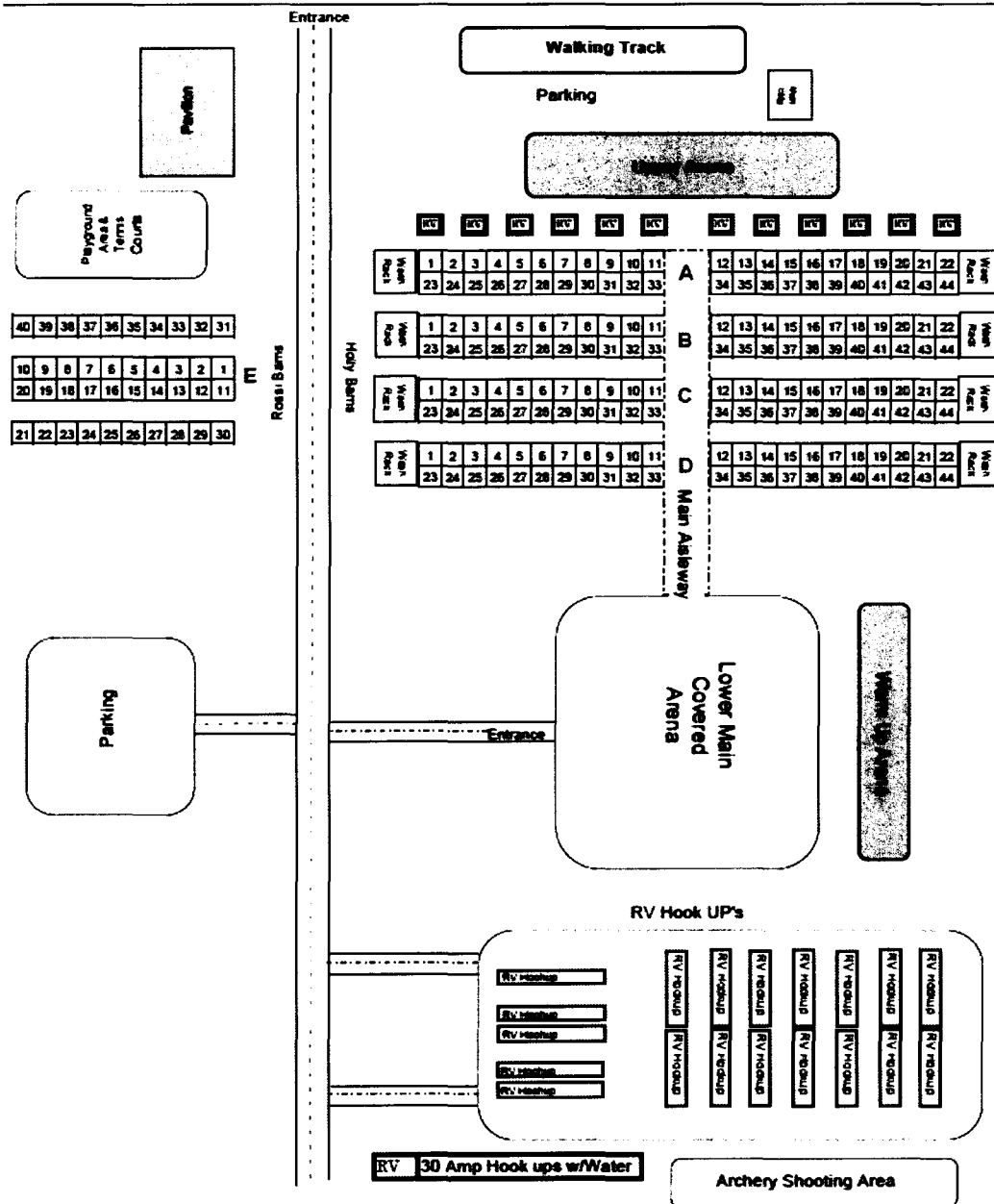


Exhibit B
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES

REVISED: 08/13/2018

INSURANCE REQUIREMENTS

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this lease. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide copies of any insurance policies to document the insurance coverage specified in this lease.

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Lessee must maintain this insurance coverage throughout the life of this lease.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises & Operations Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from this lease. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Lessee's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

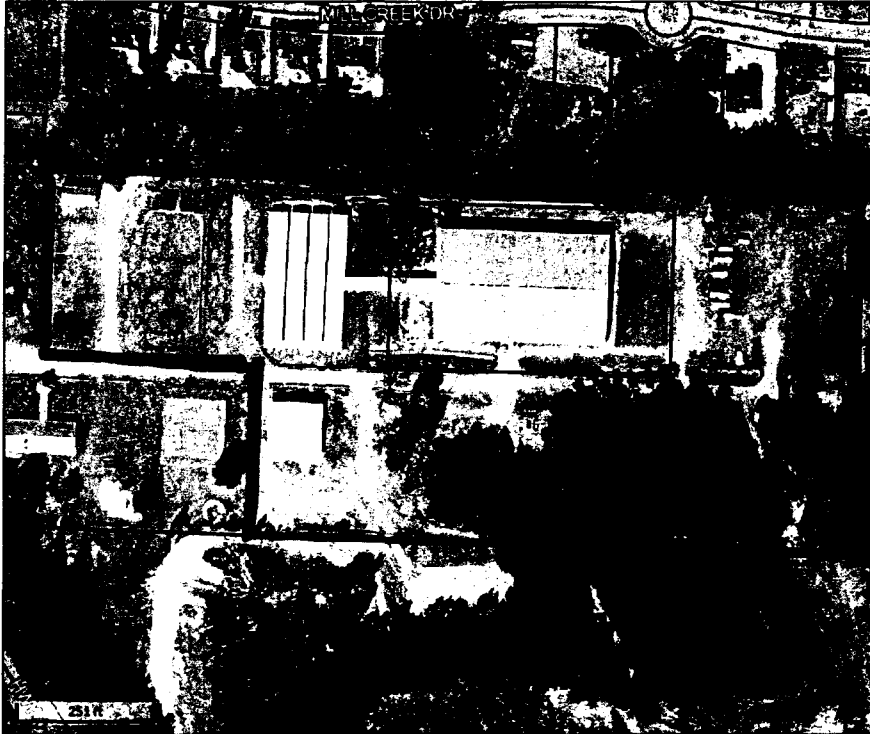
EXCESS/UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this lease.

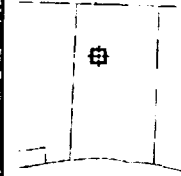
EXHIBIT "C"



Okaloosa County Property Appraiser



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	08-3N-24-1000-0008-0190	Physical Address	1488 MILL CREEK DR BAKER	Land Value	\$22,456	Last 2 Sales				
Acres (GIS)	0.58	Mailing Address	DAVIS OLIVER T III & KAREN L	Ag Land Value	\$0	Date	8/23/2016	Price	\$244,900	Reason
Property Class	SINGLE FAM	Address	1488 MILL CREEK DR BAKER, FL 32531	Building Value	\$223,581		9/16/2015	\$21,100		QUAL/DEED EXAMINATION
Taxing District	1			Misc Value	\$0					UNQUAL/DEED TO/FROM FINAN INST
				Just Value	\$246,037					
				Assessed Value	\$200,978					
				Exempt Value	\$50,000					
				Taxable Value	\$150,978					
				Value						

Date created: 5/24/2022
Last Data Uploaded: 5/24/2022 10:09:55 AM

Developed by Schneider GEOSPATIAL