# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>10/22/2021</u>

Contract/Lease Control #: L15-0417-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: <u>HEND-RX NUTRITION & LABORATORIES</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>12/16/2014</u>

Expiration Date: <u>12/15/2015</u>

Description of: 1310D ODDFELLOW ROAD UNIT E

Department: WS

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: 850-51-7171

Monitor's FAX # or E-mail: <u>JLITTRELL@MYOKALOOSA.COM</u>

Closed: October 22, 2021

Cc: BCC RECORDS

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	01/02/2015							
Contract/Lease Control #: <u>L15-0417-WS</u>								
Bid #:								
Contract/Lease Type:	LEASE							
Award To/Lessee:	HEND-RX NUTRITION & LABORATORIES							
Owner/Lessor:	OKALOOSA COUNTY							
Effective Date:	12/16/2014							
Term: Description of	12/15/2015 W/TWO ADDITIONAL YEARS							
Contract/Lease:	1310 D ODDFELLOW ROAD, UNIT E							
Department:	WS							
Department Monitor:	LITTRELL							
Monitor's Telephone #:	850-651-7171							
Monitor's FAX # or E-mail:	JLITTRELL@CO.OKALOOSA.FL.US							
Closed:								

Finance Department Contracts & Grants Office

cc;

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number:	Tracking Number: 1200-15							
	Grant Funded: YESNO							
Contractor/Lessee Name: Hary Hendrick								
Purpose <u>Clase</u> 1318 D Cobyellon	Rd UnifE							
Date/Term: 14 w/2-one of renewal	2. GREATER THAN \$50,000 2. GREATER THAN \$25,000							
Department: WS	3. S25,000 OR LESS							
Dept. Monitor Name Kithell/Kilpatruck	the state of the s							
Document has been reviewed and includes any attachments or exhibits.								
Purchasing Review								
Procurement requirements are met:  Purchasing Director or Designee Joanne Kublik	Date: 12-3-14							
Risk Management Review								
Approved as written:								
Kuptal Kin	Date: 183-14							
Risk Manager or designee Kay Godwin or Krystal Kin	g							
County Attorney Review								
Approved as written	17.444							
County Attorney Gregory T. Stewart or Lynn Hoshihara								
Following Okaloosa County approval:								
Contracts & Grants								
Document has been received:	Date:							
Contracts & Grants Manager	Date:							

View assistance for Search Results

### Search Results

#### **Current Search Terms: HEND-RX**

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

#### Glossary

Search Results

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Entity

Exclusion

Search Filters

By Record

Status By

By Functional Area - Entity Management

By Functional Area -Performance Information

SAM | System for Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.23.20141126-1047







# **LEASE AGREEMENT**

This Lease Agreement made as of this 1st day of October 2014, between OKALOOSA COUNTY, 1804 Lewis Turner Blvd., Fort Walton Beach, Florida 32547 (hereinafter referred to as Lessor), and <u>Gary Hendricks, Hend-Rx Nutrition & Laboratories</u> (hereinafter referred to as Lessee).

#### WITNESSETH:

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, the parties agree as follows:

- 1. Premises. The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:
  - (a) Being all of that commercial/industrial unit located at <u>1310 D OddFellow Rd</u>, <u>Unit E</u>, Fort Walton Beach, FL 32547, hereinafter referred to as "leased premises."
  - (b) Together with the right to use in common with Lessor, its employees, invites, and customers, and Lessor's other tenants and their employees, invites, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.
  - (c) Lessee acknowledges that Lessee has inspected the leased premises and hereby accepts same in "as is" condition, and (2) Lessor has made no warranties and/or representations regarding the condition of the leased premises.

## 2. Term.

- (a) The term of this Lease shall be for one (1) year commencing on the least of the least 30 days prior to the expiration of the initial term, provided Lessee has not been in default of this Lease agreement at any time during the initial term. Lessee may terminate this Lease due to extraordinary circumstances as approved by Lessor with 60 days notice, which approval shall not be unreasonably withheld.
- (b) During the final four (4) months of this Lease term, Lessor shall be permitted to show prospective tenants the leased premises upon giving Lessee twenty-four (24) hours' notice.

- 3. Rental. Lessee hereby covenants and agrees to pay to the Lessor at the Courthouse, 101 E. James Lee Blvd., Crestview, Florida 32536, or at such other place as the Lessor may from time to time designate in writing, as rental for said premises during the term of this Lease, an annual rental, payable monthly in advance, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease as follows:
  - (a) \$400.00 per month during the term of this Lease; (\$424.00)
  - (b) a sum equal to 10% of any rent not received by Lessor within ten (10) days of the due date thereof.

Lessee shall be required to pay to Lessor, in addition to the amounts above, any sales or rental taxes which are applicable to this lease. (\$24.00)

4. Use of Premises. The Lessee shall use said premises for commercial/industrial use and for no other purpose whatsoever.

Lessee shall comply with all present and future laws or ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's building, their agents, servants, employees, and customers. Notwithstanding the foregoing, Lessee's effecting an increase in the cost of any of Lessor's fire and extended insurance is curable by Lessee's payment of such increase in cost.

5. Repairs, Maintenance, and Changes by Lessee (a) The Lessee shall make all necessary repairs to the interior of the leased premises, including window and plate glass and the fixtures and equipment therein or used in connection therewith, including the maintenance of all fixtures and equipment located within the leased premises, which repairs shall be in quality and class equal to the original work, in order to maintain said premises, fixtures, and equipment in good condition and repair; provided, however, that the Lessee shall be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission. If Lessee fails to perform its obligations of maintenance or repair hereunder, Lessor is authorized to come onto the leased premises, make such repairs, and upon billing to the Lessee by the Lessor, Lessee shall reimburse the Lessor for the costs of such repairs plus interest thereon at the lesser of the highest legal rate allowed in the State of Florida or 10 points above the prime rate of interest charged by Regions Bank (or its successor). Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the premises, 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 premises to the Lessor "broom clean" in as good order and condition as they were upon Lessee commencing business, or were placed by Lessee thereafter, ordinary wear and tear and damage by fire excepted. Any property left on the premises 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.

- (b) The Lessee shall not make any changes, alteration, additions, or improvements to the leased premises without the written consent of the Lessor.
- (c) The Lessee shall maintain the plumbing and heating lines, and all repairs to the plumbing and heating lines shall be at the expense of the Lessee.
- 6. Utilities. All electric, light, heat, power, fuel, gas, garbage, and any other utility service charges and assessments shall be paid by the Lessee for the benefit of the leased premises. Lessor shall be permitted to inspect the leased premises from time to time to assure that Lessee is complying with this provision.
- 7. Janitorial Services. Lessee agrees to keep all rubbish and garbage in containers while on the leased premises and shall dispose of all of such rubbish and garbage in the dumpster or other containers as required by the garbage service.

The Lessee shall perform and provide for all of Lessee's janitorial services required on the leased premises.

- 8. Damage to Lessee's Property or Premises. (a) 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 contractor.
  - (b) Lessee's Liability for Damage to Lessor's Property. The Lessee shall be liable for any damage to the building or property therein which may be caused by its act or negligence, or the acts of his agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the total cost of such repair and damage, except as hereinafter provided in Item 10(d).
  - 9. Indemnity, Liability Insurance, Building Insurance, Waiver of Subrogation
  - (a) The Lessee hereby indemnifies and agrees to hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons

for damages arising out of the Lessee's use of the leased premises, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorneys' fees incurred in connection therewith.

- (b) Lessee shall, during the entire term of this Lease and any renewal hereof, keep in full force and effect a policy of public liability insurance with minimum limits of \$200,000-per-person/\$300,000 per occurrence on the leased premises, and the business operated thereon by Lessee. Lessee shall provide that Okaloosa County is named as an additional insured on said policy. Lessee shall further file a copy of the said policy in the office of the Water and Sewer Director.
  - (c) Lessee, at its sole cost and expense, agrees to keep all of their personal property and belongings and contents in the building insured under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said personal property, belongings and contents.

# 10. Damage or Destruction to Premises

- (a) If the leased premises, or any portion thereof, shall be damaged during the term by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly untenantable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessor's insurance policies are available to Lessor. The Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or leasehold improvements made to the interior of the leased premises by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee. In such event, the Lease shall not terminate, but shall remain in full force and effect, and a proportionate reduction in the fixed minimum monthly rental shall be made from the time of such fire or casualty until said premises are repaired or restored, except (i) if the Lessee can use and occupy the leased premises without substantial inconvenience; or (ii) if said repairs are delayed at the request or by reason of any act on the part of the Lessee which prevents or delays the repair of said premises by Lessor, there shall be no reduction in rental while said premises are being repaired, nor for any period of delay caused by or requested by Lessee. Lessor's obligation to repair shall be subject to any delays from labor troubles, material shortages, insurance claim negotiations, or any other causes, whether similar or dissimilar to the foregoing, beyond Lessor's control.
- (b) If the leased premises are rendered wholly untenantable by fire or other cause, or if the leased premises or the building in which they are located should be damaged or destroyed by fire or other casualty, to the extent of fifty per cent (50%) or more of the monetary value of either thereof, whether the leased premises themselves be damaged or not, or so that fifty per cent (50%) or more of the floor space contained in either thereof shall be rendered untenantable, then, and in that event, Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. If, as a result of any damage either to the leased premises or to the building of which they are a part, the Lessor determines to demolish or rebuild the premises, or the building of which they

are a part, then, and in any such event, the Lessor may also terminate this Lease. 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 premises and surrender the same to the Lessor, paying the rent 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 premises 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 said premises are repaired or restored.

# 11. Default.

- (a) If the Lessee shall, at any time, be in default of the payment of either rent or any payments required of Lessee hereunder or any part thereof, for more than ten (10) days after the same shall be due hereunder, regardless of whether demand has been made therefore, or if Lessee shall be in default of any of the other covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than thirty (30) days after the giving of written notice by the Lessor to the Lessee of such default, or if Lessee shall vacate or abandon the premises, or fail to take possession of the premises and actively operate its business therein, or if Lessee shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within thirty (30) days from the date of such appointment, then and in any such events the Lessor may re-enter the leased premises by summary proceedings or otherwise, and thereupon may expel all persons and remove all property therefrom, without becoming liable to prosecution therefore, and may, among other remedies, elect:
  - (i) To relet said premises 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 premises 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 premises, wholly discharged from any obligations under the term of this lease, and may re-enter and repossess said premises, free from any and all claims on the part of the Lessee. 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) Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease Agreement within thirty (30) 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 thirty (30) days are required for performance, then Lessor shall not be in default if it commences performance within such 30-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 30-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.
- 12. Subletting and Assigning. The Lessee shall not sublet any portion of the leased premises 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 sublease and the identity of such assignee or sublessee, and in the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Lease Agreement.
- 13. Signs. The Lessee shall not install nor maintain any sign anywhere on the property constituting the leased premises whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to 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 premises.
- 14. Quiet Enjoyment. The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.
- 15. Notices. All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received two (2) days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: Jackie Fair, at the mailing address of the Leased Premises, or such other addresses as the Lessee may specify in written notice to Lessor.
- 16. Interest. Any amount due from Lessee to Lessor under this Lease which is not paid when due shall bear interest at the lesser of the highest legal rate allowed in the State of

Florida from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

- 17. Expense of Enforcement. If either Lessor or Lessee should prevail in any litigation by or against the other party related to this Lease, or if either party should become a party to any litigation instituted by or against the other with respect to any third party, then as between Lessor and Lessee, the losing party shall indemnify and hold the prevailing party harmless from all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation.
- 18. Inspection. Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provisions of this Lease.
- 19. Non-Waiver. Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.
- 20. Captions. The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.
- 21. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.
- 22. Successors. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors, and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.
- 23. 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 Item 23 shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

- 24. Amendments in Writing. This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.
- 25. Authority. Lessee, if a corporation, warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors.
- 26. Copies. This Lease shall be executed in multiple copies, any one of which may be considered and used as an original.

IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

LESSOR

Okaloosa County

Charles K. Windes, Jr.

Charles K. Windes, Jr.

CHAIRMAN

LESSEE

Gary Hendricks, Hend-Rx Nutrition & Laboratories

Date

Date

President/Owner

ACORD. CERTIFICATE OF LIABILITY					INSUF	RANCE	DATE (MM/DD/YY) 1.2/09/14				
GULFSIDE INS - FT WALTON 109 FERRY RD SE						THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  INSURERS AFFORDING COVERAGE					
INSURED						INSURER A: Lloyds of London					
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205 KELLY AVE					MSURER C:						
	FT WALTON B	- ,	FL 32548		INSURER D: INSURER E:						
CO	Phone: (850).	313-4/31									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDROUSMENT/SPECIAL PROVISIONS HUTRITION SPEACILIST											
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				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE							
1804 LEWIS TURNER BLVD FT WALTON BEACH, FL 32547 Faxed to:					Jage W Styf						