

cm 2890
CS-19-319



STATE OF FLORIDA
COUNTY OF NASSAU

RENTAL AGREEMENT

THIS AGREEMENT made this ^{22nd} ~~14th~~ day of JULY, 2020 by and between MCJ PROPERTIES, LLC, hereinafter called LANDLORD, and NASSAU AMELIA UTILITIES hereinafter called TENANT;

WITNESSETH:

1. LANDLORD leases to TENANT and TENANT rents from LANDLORD for use and occupation as a business for TENANT, property located at 5185 SOUTH FLETCHER AVENUE, SUITE 5, Amelia Island, FL 32034.

2. RENTAL AGREEMENT TERM: The term of this Agreement commences on the 1ST DAY OF AUGUST, 2020, and expires on the 30TH DAY OF JULY, 2025 unless sooner terminated. TENANT shall have the option to extend this Agreement for TWO (2) ADDITIONAL THREE (3) YEAR PERIODS. The rental amount for each additional extension period shall be based on the fair market value at that time. TENANT shall notify LANDLORD of his intent to renew this Agreement no later than ninety (90) days prior to the expiration of the original term or any subsequent renewal periods. If TENANT fails to notify LANDLORD within this time period, this option to extend shall be voided.

LANDLORD certifies that leased premises conforms to the current Florida Accessibility Code, ADA Accessibility Act (Section 553.501-553.504, Florida Statutes).

3. RENT: The rent for the term is payable in advance without demand or notice, in monthly installments of \$16.00/SF/YR (\$1333.33/MO) TAX EXEMPT, on the first day of each and every month, at the office of GALPHIN REAL ESTATE SERVICES, INC., 1896 So. 14TH Street, Suite 6, Amelia Island, FL 32034. There shall be a **ten percent (10%) PENALTY** for any rental payment not paid by 5:00 pm of the 5th day of each month. Only cash or certified funds will be accepted after the 5th day of each month. In the event a check is returned for non-sufficient funds or an eviction notice must be posted, TENANT agrees to pay a \$50.00 charge. Any NSF checks received will result in only cash or certified funds being accepted for the remainder of rental term.

4. C.A.M. CHARGES: TENANT agrees to pay \$4.00/SF/YR (\$333.33/MO) for Common Area Maintenance costs, payable in monthly installments of THREE HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$333.33), to include: garbage pickup, common area janitorial services and common area maintenance. LANDLORD shall review C.A.M. charges on an annual basis. TENANT agrees that these charges are subject to change based upon actual costs incurred by LANDLORD. LANDLORD shall review C.A.M. charges on an annual basis and advise tenant thirty (30) days prior to any proposed increase and include the basis for the increase.

5. SECURITY: LANDLORD acknowledges receipt from TENANT of the sum of **ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$1,600.00)** as a security deposit, which shall not bear interest, and shall be returned to TENANT as required by Florida State law upon the peaceful termination of the full term of this Agreement and surrender of possession, less the cost of general cleaning, professional carpet cleaning, and repairs which shall have been made necessary by acts of the TENANT. TENANT shall be responsible for any damage caused by TENANT's negligence or that of TENANT's guests. TENANT agrees that security deposit is NOT to be applied as last month's rent. Said deposit is held in non-interest bearing escrow account by LANDLORD at First Federal Bank of Florida, 1891 S. 14th Street, Fernandina Beach, FL 32034.

6. OCCUPANCY AND USE: The premises shall be used solely as a business for TENANT and for no others except with written permission of LANDLORD. TENANT agrees not to use or permit the use of the premises for unlawful or immoral purposes. TENANT agrees to keep the premises clean, sanitary and in good order and not to create or suffer any nuisances in the premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations, and directions of governmental authorities. Upon termination of this Agreement, TENANT agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear excepted.

7. EQUIPMENT: If the premises are furnished by the LANDLORD with mechanical installations, TENANT agrees to use and maintain all such equipment, plumbing fixtures and all other equipment with which property is furnished, in accordance with manufacturers' specifications and the regulations of the LANDLORD now or hereinafter provided. TENANT shall be responsible for all maintenance and repairs required due to neglect, damage or misuse by TENANT or TENANT'S guests. All repairs to equipment furnished by LANDLORD shall be made by licensed persons approved by LANDLORD. Should TENANT fail or refuse to make repairs after reasonable notice from LANDLORD, LANDLORD may cause same to be done and the cost thereof shall be additional rent immediately due from TENANT to LANDLORD.

8. ALTERATIONS, ADDITIONS OR IMPROVEMENTS: TENANT agrees not to make any alterations, additions, or improvements or changes in the premises, interior or exterior, or to the equipment and fixtures provided by LANDLORD or to install any major appliances (including satellite dishes) on the premises without written consent of the LANDLORD. LANDLORD will provide divider walls, one bathroom, drop ceiling with lighting and air conditioning in accordance with mutually agreed upon architectural plans. All other improvements shall be the responsibility of TENANT.

9. UTILITIES: TENANT agrees to pay all charges for electricity, telephone service, garbage/sewer and other utilities when and as they become due. Failure to pay the same when due shall constitute a default under the Agreement and/or LANDLORD may pay the same and charge the same to TENANT as additional rent which shall be immediately due and payable.

10. ASSIGNMENT: No assignment or sub-lease of the property shall be binding upon the LANDLORD or confer any rights on the proposed assignee or sub-lessee without the written consent of LANDLORD. No assignment or sub-lease shall release TENANT from the obligations of this Agreement.

11. TENANT'S PROPERTY: If, upon the termination of this Agreement or abandonment of the premises by TENANT, TENANT abandons or leaves any property in the building or on the premises, LANDLORD shall have the right, without notice to TENANT to store or otherwise dispose of the property at TENANT'S cost and expense, without being liable in any respect to the TENANT.

12. PARKING: Parking is provided in accordance with zoning requirements and is available on a first come, first served basis.

13. LANDLORD'S RIGHT OF ENTRY: LANDLORD shall have the right to enter the property at all times upon prior notice, which are necessary to make quarterly inspections and repairs, and this right shall exist whether or not TENANT or other occupants shall be on premises at such time. During the last ninety (90) days of the term of the Rental Agreement, LANDLORD shall have the right to enter the property at reasonable hours to show the same to prospective tenants.

14. POSSESSION: Taking possession of the property by TENANT shall be conclusive evidence against TENANT that he received the premises in good condition. TENANT accepts property "AS IS". LANDLORD shall not make any repairs or additions to the property.

15. DEFAULT CLAUSE: The retention of the security deposit shall not be the only remedy to which the LANDLORD is entitled, but LANDLORD shall have the recourse against the TENANT provided by this Agreement and by Law, including, but not limited to, acceleration of the entire rental amount, and all remedies shall be cumulative and non-exclusive. If the TENANT shall fail to pay the rent or any other charge required to be paid by the TENANT, or if the TENANT shall breach any of the terms of this Agreement, then as to every default or breach, except non-payment of rent, the LANDLORD may give the TENANT seven (7) days' written notice thereof, and if such default has NOT been cured with such seven (7) day period, the LANDLORD may give the TENANT fifteen (15) days notice of the termination of this Agreement, and this Agreement shall expire accordingly and the TENANT shall surrender possession to the LANDLORD, but the TENANT shall remain liable as hereinafter provided. In case of default by the TENANT in the payment of rent, the notice shall be a three (3) day notice provided by the Statutes of the State of Florida, and the LANDLORD shall have such rights as is provided by such Statutes. TENANT shall provide LANDLORD with ninety (90) days advance written notice of TENANT'S intent to vacate the property. If the property becomes vacant or abandoned during the term of this Rental Agreement, this Agreement shall expire and terminate and the LANDLORD may re-enter and take possession in the manner provided by law. In case the LANDLORD shall recover possession of the property, the LANDLORD may, but shall not be required to, remove the property of the TENANT and store the same at the TENANT'S expense, or he may dispose of said property and the TENANT agrees that in no respect shall the LANDLORD be responsible in damages for any action in entering said property or removing and disposing of TENANT'S property, with or without process of law. In the event of a default by

TENANT, LANDLORD shall not be required to return any part or portion of the security deposit, but the LANDLORD may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damages sustained by LANDLORD by reason of TENANT'S default. Notwithstanding anything stated herein, TENANT agrees that whether possession is taken or this Agreement is canceled by the LANDLORD, the entire unpaid balance of rent shall accelerate and immediately become due and payable and the TENANT shall be responsible for all costs, including attorneys' fees and expenses incurred by the LANDLORD in and about enforcing this and any other provisions of this Agreement, in collecting past due rent, and in and about recovering possession from TENANT, should the services of an attorney be retained by LANDLORD in so doing.

16. ABANDONMENT: In the event any installment of rent shall not have been paid within thirty (30) days of its due date and the TENANT shall not have been physically present at the property during such period of time, it shall be conclusively deemed (and the TENANT agrees) that the property has been abandoned regardless of whether or not any of TENANT'S possessions remain in the property, and in such event, the LANDLORD may take possession without process of law, without in any way being responsible to TENANT for damages, trespass, unlawful entry, or any matter or thing whatever by reason thereof, and the LANDLORD may, at LANDLORD'S option, in the event of such abandonment, declare this Agreement terminated. This right on the part of the LANDLORD shall be in addition to and not exclusive of all other rights and remedies provided by this Agreement and the law.

17. QUIET ENJOYMENT: In the event that TENANT pays the rent as provided for herein and otherwise performs all of the covenants and conditions to be performed by the TENANT and abides by all of the rules and regulations as set forth herein and referred to, TENANT shall have peaceful and quiet enjoyment of all the demised premises for the term of this Agreement.

18. REPORT OF DAMAGE: TENANT shall report immediately any damage to the property or required maintenance/repairs to LANDLORD or LANDLORD'S AGENT. Failure to do so may hold TENANT liable.

19. (X) Non-Applicable () Applicable. TENANT is aware that the property stated is for sale and agrees to allow agent to show said property with a 24 hour advance notice. If property should sell in the time frame of this Agreement, TENANT will have sixty (60) days to vacate said property, once TENANT has received written notice from LANDLORD.

20. INSURANCE: TENANT shall at all times during the term of this Agreement, at its expense, maintain a liability insurance policy, in an amount not less than three hundred thousand dollars (\$300,000.00), naming LANDLORD as co-insured and said insurance shall remain in full force and effect during the term of this Agreement. The provisions set forth herein do not waive the statutory limitations or TENANT's sovereign immunity.

21. The parties agree that this Agreement is the entire agreement between the parties and no representations, agreements or promises between the parties not embodied herein shall be of any force or effect. This Agreement shall be modified only by writing, signed by all parties.

22. LIABILITY: TENANT shall be responsible for insurance on his own property and agrees not to hold LANDLORD liable for any damages to TENANT'S property on premises.

23. LIENS: The estate of LANDLORD shall not be subject to any liens for any improvements contracted by TENANT.

24. WAIVER: Any failure by LANDLORD to exercise any rights under this Agreement shall not constitute a waiver of LANDLORD'S rights.


25. SMOKE DETECTORS: TENANT shall be responsible for keeping smoke detectors operational and for changing battery when needed.

26. **Ninety (90) days prior to the expiration date of this Rental Agreement, TENANT agrees to provide written notice of intent to vacate. If TENANT fails to provide said written notice, Landlord reserves the right to retain the Security Deposit as damages caused by TENANT'S failure to provide said notice.**

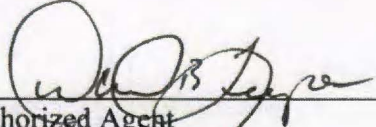
27. Yes No TENANT requests that locks be changed prior to move-in date and will contribute \$100 as re-key fee. Tenant understands this is a rental property and that the previous tenants have turned in all keys, remotes, etc. which were provided to them at the time of their move-in.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, THE LANDLORD AND TENANT HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.


Authorized Agent
MCJ Properties, LLC.
MICHAEL G. AZAR
Print Name
President
Title

07-31-2020
Date


Authorized Agent
Nassau Amelia Utilities
Daniel B. Leeper
Print Name
Chairman
Title

July 22, 2020
Date

