

EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this 13th day of November, 2014, by and between the CITY OF COCONUT CREEK, Florida, a municipal corporation (hereinafter ("CITY")) and Kristin Jacobs, member of the Florida House of Representatives (hereinafter "REPRESENTATIVE").

WITNESSETH

NOW, THEREFORE, in and for mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. It is the intent of the CITY and the REPRESENTATIVE to provide the REPRESENTATIVE a legislative office at Coconut Creek Government Center.
2. That the CITY does hereby lease to the REPRESENTATIVE and the REPRESENTATIVE does hereby hire and take from the CITY that office space located within the Coconut Creek Government Center, described and set forth in the plan and diagram attached hereto and made a part hereof as Exhibit "A". Said premises is leased specifically and solely for the purposes of providing the REPRESENTATIVE with an office to carry out the duties and responsibilities of representing the electors of Florida House District 95 and for no other purposes or uses whatsoever.
3. The term of the Lease Agreement shall be for a period of two years commencing November 5, 2014 and terminating October 31, 2016. Notwithstanding anything herein to the contrary, this lease shall automatically terminate immediately upon the REPRESENTATIVE no longer being a member of the State of Florida Legislature. This may be renewed for up to two (2) additional two (2) year terms with the advanced written approval of the City Manager.
4. That the REPRESENTATIVE shall pay to the CITY rent in the amount of Two Hundred and Fifty Dollars (\$250.00) per month for the term of the Lease Agreement. The payment of rent shall be due on the first day of each and every month at the office of the Coconut Creek Finance and Administrative Services Department. Rent shall include all utilities, a designated parking space, and cleaning and maintenance services. Rent shall not include facsimile machines, computers or any other equipment, or telephone equipment or service, which the REPRESENTATIVE shall install and pay for any and all costs, related to the use thereof.
5. Upon termination, the REPRESENTATIVE shall remove all furniture, equipment, telephone equipment, and personal property within ten (10) days of the termination date from the leased premises. All notices for termination, or otherwise, shall be mailed to:

CITY OF COCONUT CREEK
City Manager
4800 West Copans Road
Coconut Creek, Florida 33063

REPRESENTATIVE KRISTIN JACOBS
4800 West Copans Road
Coconut Creek, Florida 33063

6. That the REPRESENTATIVE shall not assign this lease, not sublet the premises or any part thereof, nor use the same or any part thereof, nor permit the same or any part thereof, to be used for any other purpose than as stipulated in Paragraph 2 of this Lease Agreement, nor make any alterations therein, without the written consent of the CITY.

7. That the REPRESENTATIVE shall provide all his own personnel, furnishing, supplies, equipment, and personal property for the leased premises.

8. That all property defined in Paragraph 7, placed or moved into the premises above-described shall be at the risk of the REPRESENTATIVE and the CITY shall not be liable for any theft or damage to said property for any reason, including water or leakage, or from any act of negligence of the CITY, its agents or employees, or of any other reason with regard thereto.

9. That in the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease Agreement, whereby the same shall be rendered untenable, then the CITY shall have the right to render said premises tenable by repairs within ninety (90) days there from. In the event said premises is not rendered tenable within said time, it shall be optional with either party hereto to terminate this Lease Agreement and, in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

10. That the CITY, or any of its agents or employees, shall have the right to enter said premises during all reasonable hours, to examine same and to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building.

11. That the REPRESENTATIVE hereby accepts the premises in the condition therein at the beginning of this Lease Agreement and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, accepting only reasonable wear and tear arising from the use thereof under this Lease Agreement and to make good to the CITY immediately upon demand, any damage or injury to the premises or that part of the building structure wherein the premises is located.

12. That it is expressly agreed and understood by and between the parties to this Lease Agreement that the CITY shall not be liable for any injury or death resulting to the REPRESENTATIVE, his employees or to any other person entering the City Hall Municipal Complex or the leased premises.

13. That the REPRESENTATIVE hereby agrees not to place any signs of any nature upon the leased premises or the City Hall Municipal Complex without the written approval of the City Commission.

14. This leased premise has been designated as a "no-smoking" area. REPRESENTATIVE hereby agrees to continue to designate the leased premises as a no-smoking area. REPRESENTATIVE hereby agrees to abide by all rules and regulations of City Hall as promulgated by the City Manager or the City Commission from time to time.


15. That it is understood and agreed between the parties hereto that time is of the essence of this agreement and this applies to all terms and conditions contained herein.

16. That the rights of the CITY under the foregoing shall be cumulative and failure on the part of the CITY to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

17. That the terms contained herein constitute the complete agreement between the parties and any amendments, alterations and/or changes thereto, shall be valid only if approved by the City Commission and in writing, executed by the parties, in equal dignity herewith.

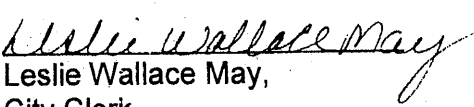
CITY OF COCONUT CREEK


REPRESENTATIVE KRISTIN JACOBS

By 
Lisa K. Aronson, Mayor

By 
Kristin Jacobs

Attest:


Leslie Wallace May,
City Clerk


Christi Fainley
Witness for Kristin Jacobs

Approved as to legal form and sufficiency:

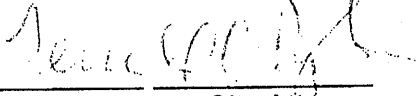

Terrill C. Pyburn, City Attorney
City of Coconut Creek

EXHIBIT "A"

