

**LEASE AGREEMENT BETWEEN CITY OF NORTH MIAMI BEACH
AND
HAITIAN AMERICAN NURSES ASSOCIATION OF FLORIDA, INC.**

THIS LEASE AGREEMENT (“Lease”) is entered into this day of June ____ 2021 (the “Effective Date”), between **CITY OF NORTH MIAMI BEACH**, a Florida municipality (the “Landlord” or “City”), and **HAITIAN AMERICAN ASSOCIATION OF NURSES**, a Florida non-profit, (the “Tenant” or “HANA”).

WITNESSETH, That the said Landlord does hereby lease unto said Tenant and said Tenant does hereby accept the lease for the property located at 1870 NE 171st Street, North Miami Beach, Florida 33162 (the “Premises”), to be used and occupied by the Tenant to provide services of public health, public education, and social and community services nature to residents of North Miami Beach and adjacent communities. The premises shall not be used for no other purpose whatsoever without the prior written consent of the Landlord.

TERM: Five (5) years commencing on _____, 2021 (“Lease Commencement Date”) and ending on _____, 2026. Tenant may renew the Lease for one (1) five (5) year term upon expiration of the initial term provided that written notice is giving to the Landlord by Tenant at least sixty (60) days prior to expiration of the initial term.

ANNUAL BASE RENT: \$10.00

All payments must be made to the Landlord on the first day of Lease Commencement Date at the office of: Attn: Finance Director, **CITY OF NORTH MIAMI BEACH**, 17011 NE 19th Avenue, North Miami Beach, Florida 33162 or to such other person as the Landlord may from time to time designate in writing.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Tenant:

1. The Tenant shall not assign this Lease, sublet the Premises, or any part thereof, without the prior written consent of the Landlord, which consent may be withheld by for any reason. No assignment or subletting of the Premises, nor the acceptance by Landlord of any performance of any obligation, rent or additional rent or other sum or sums of money or other charges

herein reserved to be paid or provided to be done by Tenant, from any person, firm, or corporation other than Tenant shall release the assignor or sub-Landlord of any of the obligations of this Lease. Any transfer or issuance of the shares of the stock of Tenant or of any corporation that holds or owns the interest of the Tenant under this Lease shall be deemed an assignment of this Lease within the meaning of this paragraph.

2. If (i) the building of which the Premises forms a part shall be damaged or destroyed by fire or other casualty (whether or not the Premises are damaged or destroyed) so that repair or restoration requires more than one year; or (ii) if the Premises shall be totally damaged or destroyed during the last year of the term of this Lease, as same may have been extended (as estimated in any such case by a reputable contractor, registered architect or licensed professional engineer designated by Landlord), then in any such case Landlord may terminate this Lease by giving Tenant written notice to such effect as soon as practicable under the circumstances and in any event within ninety days after the date of the casualty. Landlord shall not be obligated to repair any damage to or replace any of Tenant's improvements and betterments or Tenant's property and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant's improvements and betterments, and Tenant's property.
3. Option to Renew. Tenant may renew the Lease for one (1) five (5) year term provided that written notice is giving to Landlord at least sixty (60) days prior to expiration of the initial term. Rent for the option term shall be the same as the initial term.
4. Intentionally Omitted.
5. In the event of a default, whether monetary or non-monetary, the Tenant agrees to pay the cost of collection or compliance, including, but not limited to reasonable attorney's fees whether suit be filed or not and the same shall be deemed additional rent hereunder. To the extent permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or any action or proceeding brought in connection with any transaction between the parties hereto. Whenever Landlord shall perform work or furnish services at Tenant's request which are not otherwise specifically billable to Tenant as

additional rent pursuant to any other Lease provision or separate agreement or shall perform any obligation under this Lease which Tenant should have performed but failed to perform, in addition to all other charges, as may be required to be paid by Tenant as elsewhere provided in this Lease, Tenant shall pay to Landlord upon rendition of Landlord's bill therefore, the total amount directly incurred by Landlord in the performance of such work or the furnishing of such services.

6. Intentionally Omitted.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. All additions, fixtures or improvements which may be made by the Tenant, except moveable furniture, shall become the property of the Landlord and remain upon the Premises as part thereof, and be surrendered with the Premises at the termination of this Lease. Upon the natural expiration or other termination of the Lease, Tenant shall quit and surrender the Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its personal property, furniture, and moveable equipment (the "Personal Property"). Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease. Personal Property remaining on or about the Premises upon the expiration or other termination of the Lease (including Tenant's abandonment of the Premises) shall be deemed abandoned and Landlord may dispose of the Personal Property in any manner in its sole and absolute discretion. Landlord may charge to Tenant's account, as additional rent the costs of storing the Personal Property.

10. It is hereby agreed and understood between Landlord and Tenant that in the event the Landlord decides to remodel, alter, or demolish all or any part of the premises leased hereunder, or in the event of the sale or long-term lease, of all or any part of the property requiring this space, the Landlord herein, its successors or assigns shall have the option to cancel this Lease and the term hereof by written notice to the Tenant at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date") and

this Lease and the term hereof shall end and expire on the Cancellation Date set forth in such notice as if such date were the date originally set forth herein for the end or expiration of this Lease and the term hereunder. Tenant hereby agrees to vacate the Premises on or before the Cancellation Date, and the Landlord will return any advance rental paid on account of this Lease, less any monies owed to Landlord. Notwithstanding any provision in this Agreement, the City Commission may direct the City Manager or designee to terminate this Lease without cause upon sixty (60) days notice to the Tenant.

11. Intentionally Omitted.

12. The Landlord, or any of his agents, shall have the right to enter the Premises during all reasonable hours and at any time in the event of an emergency, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of said building, or to exhibit the Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of this building, or of any governmental authority. In the event Tenant changes the locks to the Premises, Tenant agrees to promptly provide Landlord with a key to any changed lock within five (5) days of installation.

13. Tenant hereby acknowledges and agrees that it has carefully inspected the Premises and all improvements therein, and that Tenant is fully satisfied with the size of the space and the physical condition thereof and accepts the Premises in its "as is" condition. In leasing the Premises, Tenant expressly acknowledges and agrees that, except as, and only to the extent specifically set forth in this Lease, and notwithstanding anything to the contrary contained in this Lease or in any rider, schedule or exhibit referred to in the body of this Lease, neither Landlord nor any broker or any representatives, agents, employees or attorneys of Landlord previously made, and do not now make, and that Tenant is not relying upon, any oral or written, express or implied, warranties, guarantees, representations, agreements, covenants, broker information or listings, or other statements (express or implied) as to (a) the physical size and condition of the Premises or any improvement thereon, or of any other property

included in this Lease, including, but not limited to, doors, windows, plate and window glass, floor covering, electrical, plumbing, heating, air cooling, dehumidification, sewage disposal, water supply, roof, foundation, walls (interior and exterior), soils and geology, size of Premises, appliances, utility fixtures, equipment, parking, and any other appurtenances relating thereto, or (b) the suitability, habitability, merchantability, fitness or legality of the Premises or its improvements for any particular purposes, or (c) as to the status of any termite or other insect or pest infestation, or water flow rate or quality, or (d) the presence or absence of any contamination of the Premises by hazardous materials as defined by any local, state or federal law, rule or regulation adopted and publications promulgated pursuant thereto, or (e) the expenses, taxation, operation or maintenance of the Premises, or (f) as to the character, quantity, quality, value, use or condition of the Premises and articles of personal property, utilities and equipment agreed to be leased with the Premises, or any other matter related thereto, or (g) that the improvements are structurally sound or in compliance with any city, county, state or federal statute, code, ordinance, law, rule or regulation affecting the Premises.

14. Landlord shall be responsible for maintaining all structural components of the Premises, which include but are not limited to the roof, electrical wires and embedded plumbing pipes, ventilation, exterior doors, exterior building structure, and landscape. Tenant shall keep the interior of the Premises, which includes, but is not limited to lights and visible plumbing equipment, interior doors, and fixtures in good repair and making all repairs and modifications at its own expense.
15. Tenant shall defend, indemnify and hold the Landlord harmless from and against any and all claims, suits, loss, cost and liability including Landlord's attorney's fees on account of injury or death of persons or damage to property, or for liens on the premises, caused by a happening in connection with the Premises (including the adjacent sidewalk or driveways and common areas) or the condition, maintenance, possession or use thereof or the operations thereon. Landlord shall not in any event whatsoever be liable for any injury to any property or to any property belonging to Tenant or any person which may be caused by fire or breakage, or by the use, misuse or abuse of any of the elevators, hatches, openings, installations, stairways or hallways, or which may arise from any cause whatsoever, unless due to the gross negligent

acts or omissions of Landlord or its agents. Tenant fully understands that it is the Tenant's sole responsibility to carry insurance and to look to that insurance as Tenant's property or to the building. Landlord shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the premises caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface therein, or from any part of the Premises, or the property of which the Premises forms a part, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference with light or other incorporeal hereditaments by any person, or caused by any public or quasi-public work.

16. The Tenant agrees to maintain, during the term of this Lease, general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) protecting Landlord and Tenant against any liability whatsoever occasioned or happening on or about the Premises or any appurtenance thereto. Any such policy shall name Landlord as an additional insured. Tenant shall, no later than the Lease Commencement Date, and at least thirty days before the expiration of any current policy, deliver to Landlord certificates issued by the insurer evidencing that said insurance and renewal(s) is in force, the premiums paid, and same is not cancelable or modifiable except upon thirty days' prior written notice to Landlord.

17. Every notice, approval, consent request or other communication authorized, required, given or permitted by this Lease, shall not be effective unless in writing and sent by hand or mail, addressed to the party to whom directed at the address first heretofore stated or at such other address such party may designate by notice so given and shall be deemed given on the date mailed or delivered by hand to:

CITY OF NORTH MIAMI BEACH

Attention: Arthur H. Sorey, III
City Manager
17011 NE 19th Avenue
North Miami Beach, FL 33162

HAITIAN AMERICAN NURSES ASSN.

Attention: Rose Valcin
P.O. Box 695069
Miami, FL 33269

18. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate as a waiver of any of the said rights. Any monies owed to Landlord pursuant to any prior or subsequent lease or loan between the parties, if any, for this or any other property or purpose between the parties shall remain due and owing, and the same are hereby designated as additional rent hereunder.
19. Intentionally Omitted.
20. Intentionally Omitted.
21. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof or portions of provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision or portion is omitted.
22. The parties hereto expressly acknowledge that this Lease does not constitute a joint venture, partnership or other such relationship between Landlord and Tenant.
23. The parties hereby acknowledge that each and every promise, covenant and condition contained herein was bargained for, provided for, and agreed upon based on good and valuable consideration. It is understood and agreed that this Lease (including any riders, schedules or exhibits referred to in the body of this Lease and attached hereto) constitutes the entire agreement between the parties hereto, and that no oral statement or promises, and no understanding not embodied in this writing, shall be valid or binding.
24. Intentionally Omitted.
25. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of the Lease or of any of the rules set forth or hereafter adopted by Landlord, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this

lease shall not be deemed a waiver of such breach and no provision of the Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

26. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT (ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND SUBTENANTS) AND LANDLORD EACH, AFTER CONSULTATION WITH COUNSEL, KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. The proper place of venue to enforce this Lease is Miami-Dade County.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

WITNESSES:

TENANT:

**HAITIAN AMERICAN NURSES ASSOCIATION,
A Florida non-profit corporation**

Signature of Witness
Printed Name: _____

Rose Valcin, MSN, APRN, AGACNP-BC
Its: President

Signature of Witness
Printed Name: _____

LANDLORD:

**CITY OF NORTH MIAMI BEACH
A Florida municipality**

Signature of Witness
Printed Name: _____

Arthur H. Sorey, III
Its: City Manager

Signature of Witness
Printed Name: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Hans Ottinot, Esq.
Interim City Attorney