



Agenda Item Request Form

ITEM: Consideration of approval of **Radio Club Lease**

BACKGROUND INFORMATION: Quality of Life is requesting approval of a (3) year lease agreement between the **CITY** and the **Radio Club**. The **Radio Club** has been located at **Bob George Park** for over 20 years.

STAFF RECOMMENDATION: Recommended by Quality of Life staff.

COMMERCIAL LEASE

THIS COMMERCIAL LEASE, made and effective as of the ____ day of _____, 2022, by and between the City of Panama City, Florida, a Municipal Corporation, as the Landlord, herein referred to as the “City”, and the Panama City Amateur Radio Club, Inc., as the Tenant and shall be referred to herein as the "Tenant"; The City and the Tenant may at times be collectively referred to as the “Parties”.

WITNESSETH:

1. City being the owner of Bob George Park, located in the Millville section of town, and wishing to give possession of a certain portion of said park to the Tenant, do hereby grant the right of use to the Tenant to the following described property, Parcel Identification Number: 22319-000-000, hereinafter called the “Leased Premises”:

Commence at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 4 south, Range 14 West; thence 505 feet South; thence 580 feet West to the Point of Beginning; thence continue West 50 Feet; thence North 100 feet; thence East 50 feet; thence South 100 feet to the Point of Beginning. This parcel lying In and being a part of Bob George Park.

2. The Tenant shall have the exclusive right of possession of the Leased Premises for the purpose of conducting the affairs of the Radio Club and in accordance with the uses normally incident thereto and for no other purposes. The Tenant shall comply with all rules and regulations in existence or promulgated in the future by the City.

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3. The term of this Lease shall be for three (3) years, commencing on _____, 2022, and ending on _____, 2025. This Lease shall not renew under any circumstances without the written consent of both parties. If the parties intend to renew the Lease, the City and Tenant shall negotiate any changes in this Lease at that time and an addendum thereto shall be executed by both parties.

4. The rent for this Lease shall be a one-time payment of ten dollars (\$10.00), which shall due and payable at the time of execution of this Lease Agreement.

5. The City covenants that the City is seized of the Leased Premises in fee simple and has full right to make this Lease and that Tenant shall have quiet and peaceful possession of the Leased Premises during the term of this Lease.

6. During the term of this Lease, Tenant shall comply with all applicable laws affecting the Leased Premises, the breach of which might result in any penalty on the City or forfeiture of City's title of the Leased Premises. Tenant shall not commit, or suffer to be committed, any waste of the Leased Premises, or any nuisance. Tenant acknowledges that they have had an opportunity to thoroughly inspect the Leased Premises and accepts the Leased Premises in its "As Is Where Is" condition including all affixed equipment, fixtures and appliances currently located in or about the Leased Premises.

7. Any personal property belonging to the Tenant and left on the premises after the term of the Lease shall be deemed to be abandoned and may be disposed of by the City as the City so chooses.

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time be using or occupying or visiting the Leased Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Tenant or any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and Tenant shall indemnify City against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against City for damages to the building and improvements that are hereafter placed or built on the premises and to the property of Tenant in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time.

13. Tenant shall also pay for all water, gas, sewer, garbage, heat, light, power, telephone service, cable and other public utilities of every kind furnished to the premises throughout the term hereof.

14. If any action at law or in equity shall be brought for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

15. The Tenant shall further provide general premises liability insurance as to the Tenant's activities and operations on the Leased Premises in an amount of at least One Million Dollars (\$1,000,000.00), and naming the City as an additional insured on this general premises

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liability insurance policy. The Tenant will be solely responsible for any liability damages which may occur and shall hold the City harmless therefrom, including attorney's fees incurred in defending any such claims. The Tenant shall furnish the City with certificates of insurance coverage at the execution of this agreement and at all times during the term of the Lease at City's request. The Tenant may, at its sole option, also maintain its own renters contents insurance.

16. Tenant shall keep and perform all of the terms and conditions hereof on its part to be kept and performed, and, at the expiration or similar termination of this Lease, peacefully and quietly quit and surrender to City the premises in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by Tenant on any of the covenants of Tenant undertaken herein, this Lease may be terminated as herein provided.

17. All remedies herein conferred on the City shall be cumulative and no one exclusive of the other, or of any other remedy conferred by law.

18. The waiver by the City of, or the failure of the City to take any action with a respect to any breach of any term, covenants, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of the acceptance of such rent.

19. Time is of the essence of this Lease, and each and every covenant, term, condition and provision thereof.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

on the _____ day of _____, 2022.

Signed, Sealed and Delivered

In the Presence of:

Landlord: City of Panama City, Florida
By: Mark McQueen
Its: City Manager

WITNESS
Print Name:

WITNESS
Print Name:

Tenant: Panama City Amateur Radio Club, Inc.
By: _____
Its: _____

WITNESS
Print Name:

WITNESS
Print Name:

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