

Resolution 06-_____

Lease No. _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ___ day of _____, 2006, between Naples Woman's club, Inc., (LESSOR), whose mailing address is 570 Park Street, Naples, FL 34102, and the City of Naples, A Florida Municipal Corporation, (LESSEE) whose mailing address is 735 8th Street South, Naples, FL 34102.

W I T N E S S E T H

The parties agree as follows:

ARTICLE 1. Lease Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby accepts from LESSOR the exclusive use of the South parking lot of LESSOR's property located at LESSOR's above address (the PREMISES) for municipal parking purposes as provided below.

ARTICLE 2. Term of Lease

The dates and time of the LEASE are as follows:

October 15, 2006 through April , 2007,
Monday through Sunday from 9:00 AM through 2:00 AM,
except for the following dates:

October 7, 2006
January 20, 2007
February 23-25, 2007
March 8-10, 2007 (6:00 PM – 9:00 PM)

ARTICLE 3. Rent

LESSEE hereby agrees to pay as rent for the PREMISES the sum of Four Thousand Dollars (\$4,000) per month payable on or before the 5th day of each month with the month of October pro rated from the 15th day.

ARTICLE 4. Default

Failure of LESSEE to comply with any provision of this Lease shall constitute a default, and LESSOR may, at its option, terminate this Lease after ten (10) days written notice to LESSEE, unless such default is cured within the notice period.

Failure of LESSOR to comply with any provision or covenant of this Lease shall constitute a default. LESSEE may, at its option, terminate this Lease after ten (10) days written notice to LESSOR, unless the default is cured within the notice period.

ARTICLE 5. Insurance/Control of Premises

LESSEE shall provide a Certificate of Insurance evidencing commercial general liability insurance. Said insurance may be in the form of a purchased policy of insurance or self-insurance or some combination thereof. The certificate of insurance shall list the LESSOR as an additional covered party and must be maintained and valid for the duration of the lease agreement. Liability is subject to the limitations of Florida Statute 768.28.

LESSEE shall be deemed to be in exclusive care, custody and control of the PREMISES and shall be solely liable for loss, including any applicable expenses and attorney's fees arising out of the use or occupation of the PREMISES during the times of the lease to LESSEE.

ARTICLE 6. Notices.

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the addresses listed above.

IN WITNESS WHEREOF, the parties have hereunder set forth their hand and seals as of the date first written above.

AS TO LESSOR:

AS TO LESSEE:

NAPLES WOMAN'S CLUB, INC.

CITY OF NAPLES

BY: _____
Authorized Signatory

BY: _____
Dr. Robert E. Lee
City Manager

WITNESS

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