

LEASE AGREEMENT

THIS LEASE, effective this 20th day of January, 2010, by and between the CITY OF NAPLES, herein referred to as LESSOR; and FLOTILLA 93, DIVISION IX, 7TH DISTRICT, U.S. COAST GUARD AUXILIARY, a legal entity and quasi-governmental agency created by Act of Congress, 14 United States Code §822, (1939), herein referred to as LESSEE.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants contained herein, the LESSOR hereby leases to LESSEE at a rental of One Dollar (\$1.00) per year, that certain property being 1099 9th Street South, Naples, Florida 34102, as more particularly delineated in Exhibits A-1 and A-2, attached hereto and incorporated herein by reference.

LESSOR and LESSEE agree, as follows:

1. The premises shall be used to carry out the purposes, obligations, and activities of the United States Coast Guard and the United States Coast Guard Auxiliary.
2. LESSOR hereby leases said property to LESSEE, TO HAVE AND TO HOLD THE SAME for a period of ten (10) years from the effective date hereof, subject to the provisions of Paragraph 6. The LESSEE shall have the option to renew this Lease for an additional period of ten (10) years at the same rental rate and under the same terms and conditions as set forth herein, subject to notification in writing to the LESSOR by the LESSEE at least six (6) months prior to the expiration of the term of the Lease.
3. The LESSEE shall maintain the premises in a safe and sanitary condition during the term of this Lease, and agrees to exonerate, save harmless, protect and indemnify the LESSOR from and against any and all losses, damages, suits, claims or actions, judgments and costs which may arise or grow out of any injury to or death of any persons, or damages to property, in any manner connected with the use and possession of said premises, and such hold harmless and indemnity requirement shall not be limited to or dependent upon insurance coverage obtained by LESSEE.
4. LESSEE agrees to obtain and maintain insurance in the amount of \$1,000,000 annual aggregate for bodily injury and \$1,000,000 property damage combined per occurrence, naming the LESSOR as co-insured.
5. The LESSEE will not assign this Lease or sublet any part of the lease premises without prior written approval of the LESSOR, and then shall be permitted to assign or sublet only to a similarly constituted entity.

6. The LESSEE shall execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city governments, and of any and all departments and bureaus thereof, applicable to said premises for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at LESSEE'S OWN COST AND EXPENSE.
7. The LESSOR and LESSEE mutually agree that in the event it becomes necessary for the LESSOR to cancel this Lease or if the parties reach a mutual agreement that the lease should be cancelled, then the LESSEE will have the privilege of removing the buildings and structures which have been constructed by the LESSEE on the premises.
8. In the event that the LESSEE fails to remove the said buildings and structures within three (3) months from cancellation of this lease, then all buildings and structures erected on the premises shall, at the option of the LESSOR, become the property of the LESSOR without cost.
9. The LESSEE hereby agrees to allow the LESSOR the privilege of mooring or docking fire and police boats on the leased premises, provided that it does not interfere with the purpose of the LESSEE and that the LESSOR shall bear all costs associated with such mooring or docking.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purposes herein expressed, the day and year above written.

ATTEST:

CITY OF NAPLES, FLORIDA

Tara A. Norman, City Clerk

Bill Barnett, Mayor

Approved as to form and legality:

Robert D. Pritt, City Attorney

ATTEST:

FLOTILLA 93, DIV IX, DIST 7
USCG AUXILIARY

FSO – Sec

Flotilla Commander