

**HISTORIC HERNANDO SCHOOL USE AGREEMENT**

**THIS AGREEMENT** is made and entered into on this 4<sup>th</sup> day of January, 2021, by and between the Citrus County Historical Society, Inc., a Florida Not for Profit Corporation (hereinafter "CCHS"), and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose address is 110 N. Apopka Avenue, Inverness, Florida.

**WITNESSETH:**

**WHEREAS**, CCHS leases the property known as the Historic Hernando School from County and is responsible for all expenses associated with the operation of the property; and

**WHEREAS**, COUNTY desires that a portion of the property be used for the activities of the COUNTY'S "Hernando Area Senior Program"; and

**WHEREAS**, COUNTY recognizes that the use of the property by the Hernando Area Senior Program will result in an increase in utility and janitorial expenses associated with the operation of the property; and

**WHEREAS**, CCHS desires to permit the COUNTY'S Hernando Area Senior Program to use a portion of the property for its activities so long as COUNTY bears a portion of the utility and janitorial expenses,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree to be bound as follows:

1. CCHS agrees to permit COUNTY to utilize a portion of the Historic Hernando School facilities for COUNTY'S Hernando Area Senior Program for a term of one calendar year, beginning on the 1st day of January 2021, and ending on the 31st day of December 2021, with an option to renew for one (1) additional one (1) year period.

2. The portion of the facilities that are the subject of this Agreement include and are limited to the room next to the auditorium for activities, the auditorium for serving a daily meal and providing karaoke activities, the bathrooms, the ramp, janitorial closet, dumpsters and parking lot located at 2415 N. Florida Avenue, Hernando in Citrus County, Florida (hereinafter "the FACILITIES").
3. CCHS reserves the right to close or deny access to the FACILITIES, or any portion thereof, at any time for emergency maintenance or repair, adverse weather conditions, or other reason that CCHS, in its sole discretion, deems necessary to protect the health, safety, or welfare of the public. In the event of any such decision, CCHS shall notify the County as soon as practicable.
3. COUNTY understands and agrees that the COUNTY'S activities shall be scheduled so as not to be held at the same time as any CCHS event or to limit the activities to the room next to the auditorium so as to not disrupt events scheduled by CCHS.
4. COUNTY agrees to continuously monitor the FACILITIES, during the hours of use by the Hernando Area Senior Program, for litter and objects posing an unreasonable risk of injury to persons and property. COUNTY agrees to clean up after all activities.
5. COUNTY shall pay CCHS a flat monthly usage fee of eight hundred dollars (\$800.00) as its contribution toward payment of utility and janitorial expenses. Payment shall be made to CCHS on a monthly basis on or before the first (1<sup>st</sup>) day of each month effective January 1, 2021.
6. COUNTY understands and agrees that this Agreement does not constitute a lease of or grant of any other interest in the FACILITIES. COUNTY shall not grant access to any third-party

person or organization not utilizing the FACILITIES as a participant in an approved Hernando Area Senior program activities.

7. All required repairs and maintenance shall be performed by CCHS, unless mutually agreed upon by COUNTY to ensure the safety of COUNTY'S participants.
8. COUNTY shall have an employee on site daily as an authorized natural person to be a liaison for the organization in regard to use of the FACILITIES. COUNTY shall provide to CCHS the name and twenty-four-hour contact telephone number of an emergency contact person(s) prior to the COUNTY'S use of the FACILITIES.
9. COUNTY will maintain a general liability insurance policy for its employees and participants of the Hernando Area Senior Program for claims that may arise during the COUNTY'S use of the room next to the auditorium, the auditorium, the bathrooms, the ramp, janitorial closet, dumpsters and parking lot.
10. CCHS shall review any requests by COUNTY for approval of proposed additional activities and activity schedules and respond within a reasonable time.
11. This agreement may be terminated with or without cause by either Party upon a thirty day (30) written notice tendered to the other Party of the intent to terminate this agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed, the day and year above written:

CITRUS COUNTY HISTORICAL SOCIETY, INC., a Florida Not for Profit Corporation

By: Robert W. Croft  
Robert W. Croft, President

ATTEST:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

\_\_\_\_\_  
Angela Vick, Clerk

BY: \_\_\_\_\_  
Scott E. Carnahan, Chairman

\_\_\_\_\_  
Date

Approved as to Form for the Reliance of Citrus County Only:

\_\_\_\_\_  
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 04 day of January, 2021, by Robert W. Croft, as President of the CITRUS COUNTY HISTORICAL SOCIETY, INC., who is personally known to me or who produced Drivers License as identification

Witness my hand and official seal this 04 day of January, 2021.



Michelle Poydack  
NOTARY PUBLIC-State of Florida  
Printed Name: Michelle Poydack  
Commission No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_