# LEASE

**THIS LEASE** (the "Lease") is entered into as of September 11, 2025 (the "Effective Date"), between **Hardee County Industrial Development Authority**, a dependent special district and body politic and corporate of the State of Florida ("Landlord"), whose address for rent and notice is 107 E. Main St., Wauchula, FL 33873, and **CareerSource Heartland** ("Tenant"), whose address for notice is 5901 US Highway 27 South, Suite 1, Sebring, FL 33870.

1. **PREMISES; TERM; USE**. Landlord leases to Tenant designated office space ("Premises") located at 107 E. Main St., Wauchula, Florida 33873, together with all right appurtenant to the Premises, for the term ("Term") of 12 months commencing on September 11, 2025, and terminating at midnight on September 11, 2026 (the "Termination Date"). Not withstanding any provisions herein to the contrary, this Lease shall be terminable by either party, for any reason, upon thirty (30) days' written notice to the other party.

2. **RENT**. Tenant shall be liable to Landlord for rent ("Rent") in the sum of ONE AND NO/100 DOLLARS ($1.00) per year payable to Landlord on the Effective Date of this Lease.

3. **UTILITIES**. Landlord shall be responsible for payment of all utility charges for the Premises.

4. **RULES; REGULATIONS**. The parties agree to comply with all laws, orders, and governmental regulations, and all covenants, conditions and restrictions common to the development or subdivision of which the Premises are a part. Landlord represents that, as of the date of this Agreement, Landlord has obtained all required approvals or consents for this Lease from the governing body for the Premises, and agrees to indemnify and hold Tenant harmless for any loss or damage incurred by Tenant due to any failure by Landlord to timely obtain any such approval or consent.

5. **ASSIGNMENT; SUBLETTING**. Tenant shall not assign or sublet the Premises without the consent of Landlord.

6. **LANDLORD'S ACCESS**. Landlord may enter the Premises in order to inspect the Premises; to make necessary or needed repairs, decorations, alterations, or improvements; to supply agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors without the consent of Tenant.

7. **MAINTENANCE; REPAIR**. Tenant acknowledges that the Premises is in good order and repair, and that Tenant is satisfied with its present condition. Tenant agrees to maintain the Premises in a clean and sanitary manner and in good condition and repair.

8. **INSURANCE**.

a. The Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant, or Tenant's family, agents, employees, guests or visitors, unless such loss, damage or injury shall be specifically caused by the Landlord's willful act or gross negligence.

b. Tenant may, at its sole and absolute discretion, carry insurance covering Tenant's furniture, personal belongings, and other personal property of Tenant stored in the Premises.

9. **SURRENDER OF PREMISES**. At the end of the Term or termination of the Lease, Tenant agrees to surrender the Premises to Landlord in as good condition as they were at the beginning of the Term, reasonable wear and tear excepted.

10. **DEFAULT**.

a. **Events of Default**. If any one or more of the following events occur, the non-defaulting party may treat such event as a default under the Lease:

(1) Tenant fails to pay rent when due;

(2) Either party fails to comply with any provision of the Lease;

b. **Remedies**.

(1) If the Tenant fails to pay rent when due and the default continues for three (3) days after delivery of written demand by the Landlord for payment of the rent or possession of the Premises, the Landlord may terminate the Lease without the necessity for a separate notice of termination and immediately apply to the court for a writ of possession to put the Landlord back in possession of the Premises.

(2) If either party fails to comply with any material provision of this Lease, other than Tenant's failure to pay rent, within seven (7) days after delivery of written notice by the non-defaulting specifying the noncompliance and indicating the intention of the non-defaulting party to terminate the Lease, the non-defaulting party may terminate the Lease without the necessity for a separate notice of termination and immediately apply to the court for all remedies at law or in equity available to it under Florida law.

11. **RADON**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12. **MISCELLANEOUS**.

a. Time is of the essence of this Lease.

b. All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Landlord and Tenant subject to the restrictions specifically set forth herein. Whenever used as singular, numbers shall include the plural or singular and the use of any gender shall include all genders.

c. The agreements contained in this Lease set forth the entire understanding of the parties concerning this Lease and may not be changed or terminated orally.

d. Failure of the Landlord or Tenant to take any action against the other for violation of any of the terms of this Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from the Tenant shall be valid unless in writing and signed by the Landlord.

e. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease shall be in accordance with the laws of the State of Florida.

f. Venue for any suits or other proceedings with respect to this Lease shall be the county in which the Premises are located. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises.

g. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees together with costs.

h. An electronically-executed version of this Lease and the signatures thereon shall be considered as originals.

The parties have caused this Agreement to be duly executed as of the day and date first written above.

"Landlord"

W. Lee Mikell, Chair

"Tenant"

Donna Doubleday
President/Chief Executive Officer

Attest:

Date: 9/11/25