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Exhibit "B"
PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY
AND
MARTIN COUNTY FAIR ASSOCIATION, INC.

THIS PUBLIC PURPOSE LEASE AGREEMENT ("Lease") made this ____ day of _____, 20__, between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, ("COUNTY"), and the **MARTIN COUNTY FAIR ASSOCIATION, INC.**, a Florida not for profit fair association, incorporated and chartered under Chapter 616 of the Florida Statutes, having its principal office at 2616 SW Dixie Highway, Stuart, FL 34996, ("LESSEE").

W I T N E S S E T H:

WHEREAS, the State of Florida has statutorily recognized that Florida fair associations' projects, activities, events, programs, and uses authorized by Chapter 616, Fla. Stat., constitute an essential governmental purpose; and

WHEREAS, the LESSEE is organized under Chapter 616, Fla. Stat., for the public purpose of hosting the Martin County Fair and other public fair or exposition events as those terms are defined in Chapter 616, Fla. Stat., ("Expositions"); and

WHEREAS, the LESSEE is statutorily authorized under Section 616.11, Fla. Stat., to enter into any contract, lease, or agreement with the COUNTY for its use and occupation of County owned land for public exposition purposes; and

WHEREAS, under Section 616.11, Fla. Stat., the COUNTY may make contributions of money, property and services to a fair association to assist it in carrying out its public purpose; and

WHEREAS, the LESSEE has applied to the COUNTY for a lease of land on which to hold the Martin County Fair and other Expositions; and

WHEREAS, the COUNTY has determined that use of the land for the Martin County Fair and other Expositions is compatible with the public purpose described above, such use is consistent with public recreation purposes, and the Premises is suited for said stated public purpose; and

WHEREAS, the COUNTY desires to lease the Premises to the LESSEE.

NOW THEREFORE, in consideration of the foregoing and in further consideration

of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Description of Property.** The COUNTY hereby leases to the LESSEE land which is located on SW Citrus Boulevard in Indiantown and described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Premises") on the terms that follow.

3. **Use of Premises.** The LESSEE shall use the Premises solely and exclusively for hosting the Martin County Fair and other Expositions. The LESSEE may also license or rent space to other users as part of the Martin County Fair or for other Expositions as authorized in Chapter 616, Fla. Stat., and for no other purpose. Specifically, in licensing or renting space to other users for Expositions, the LESSEE may provide facilities for the benefit and development of educational, agricultural, horticultural, livestock, equestrian, charitable, historical, civic, cultural, scientific, and other resources in Martin County for functions including but not limited to exhibits, concessions, industrial exhibitions, public gatherings, cultural activities, entertainment events, recreational vehicle parking, auctions, trade shows, concerts and other functions all for that the LESSEE determines will enhance the educational, physical, economic, and cultural interests of the public in Martin County. Any license or rental of space to not-for-profit charitable entities shall be at such nominal charge as is necessary to cover projected actual expenses to the LESSEE for such organization's use of the Premises.

Nothing herein shall be construed as granting the LESSEE any right to use the Premises for any kind of commercial venture. Use of the Premises by the LESSEE shall comply with the Plan of Operation for the Martin County Fair and other community events as approved by the COUNTY pursuant to the Option to Lease and as may be amended from time to time upon approval by the COUNTY. Overnight use of the Premises is permitted solely in association with an event held on the Premises. Use of the Premises prior to development approvals must comply with the requirements set forth in **Exhibit "B"** attached hereto and made a part hereof by this reference.

4. **Term and Rent.** The initial term of this Lease shall be for forty (40) years, commencing on _____ and terminating on _____ ("Term"), for an annual rent of One Dollar (\$1.00), which is in addition to the other valuable consideration attendant with the execution of this Lease, the value and sufficiency of which is acknowledged by the Parties. Rent is based on an "as is" rental valuation as of the beginning of the Lease Term, which is acceptable to the Parties.

5. **Options and Renewal.** COUNTY grants LESSEE two options to renew this Lease, each for a period of ten (10) years. No less than 180 days prior to expiration of this Lease, the COUNTY will evaluate whether the Lease should be renewed, renewed with amendments or not renewed. The LESSEE, subject to the COUNTY's consent, may renew the Lease for a ten (10) year period at the end of the initial Term, so long as it is

not in violation of any of the terms and conditions of this Lease or of Chapter 616, Fla. Stat. at the time of renewal and, subject to the COUNTY's consent, at the end of any such ten (10) year renewal Term. Sixty (60) days prior written notice must be furnished to the COUNTY of an intention to renew the Lease. The COUNTY may, at its sole option, renew or renew with amendments or not renew this Lease as determined by the Martin County Board of County Commissioners in a public meeting.

6. Improvements. The Premises is not improved and consists of vacant land. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. Construction and/or Alteration of Improvements:

All improvements and structures constructed on the Premises, and any and all alterations and additions to any improvements or structures which require a permit under applicable County regulations, are subject to prior written approval by the COUNTY. This provision includes earth moving and alteration to the land. By execution of this Lease, the COUNTY provides its written approval of the plans, schedule, and cost estimates attached hereto as **Exhibits C, D, and E**, further defined below. Such improvements shall be made and maintained at the sole expense of the LESSEE. The LESSEE shall obtain a performance bond or other surety pursuant to Section 255.05, Fla. Stat., prior to the commencement of any construction, alteration or demolition of any improvements or structures requiring a permit under applicable County regulations. Such surety, approved by the COUNTY, shall ensure to the COUNTY payment of one hundred twenty five percent (125%) of all estimated costs of the proper and timely completion of the LESSEE's construction obligations as outlined in **Exhibits C, D, and E** hereto in the event that the LESSEE fails to fully complete such work. At a minimum, site work required for a rustic fair and permanent vertical facilities necessary for an office for LESSEE, restrooms available to the public, and a year-round agriculture and livestock exhibit building must be completed no later than five (5) years from the date of this Lease. A rustic fair includes all elements of an annual county fair held in temporary facilities. All improvements proposed by the LESSEE, discussed in the paragraphs that follow, must be completed no later than fifteen (15) years from the date of this Lease.

B. Mandatory Improvements:

The LESSEE shall provide signage to indicate that the Premises is owned by the COUNTY and is being operated for the benefit of the public for the purposes stated herein. The LESSEE agrees, at its sole cost and expense, to renovate and improve the Premises in accordance with the plans attached hereto and incorporated herein by this reference as **Exhibit "C,"** and the development schedule, attached hereto and incorporated herein by this reference as **Exhibit "D."** The estimated cost of improvements is set forth in **Exhibit "E,"** attached hereto and incorporated herein by this reference.

C. Permissive Improvements:

The LESSEE shall only have the right to make alterations and additions, or new or additional construction to improvements and structures, with the prior written consent of the Martin County Administrator who may, at his or her discretion, request approval by the Martin County Board of County Commissioners ("Board"). All plans and specifications for proposed alterations, additions, and construction shall be submitted in writing to the Martin County Administrator. The County Administrator shall respond in writing within twenty (20) days of delivery by approving, rejecting, requesting revisions, or advising LESSEE that Board consideration is required. The COUNTY agrees that its approval of the LESSEE's alteration, addition, and construction plans shall not be unreasonably withheld. Approval by the COUNTY has been given for those improvements identified in Exhibits C, D, and E attached hereto.

D. Governmental Approvals, Leases and Easements:

It shall be the LESSEE's sole responsibility to obtain all necessary governmental approvals and permits for any proposed improvements or structures, including, but not limited to, all necessary development approvals from any governmental agency having jurisdiction over the proposed improvements or structures, including the COUNTY. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulation or required fee applicable to the review and/or development of any proposed improvements or structures. Nothing herein shall be deemed to imply that the COUNTY is a co-applicant with the LESSEE for any matter requiring governmental approval, including any COUNTY approval. The requirement that LESSEE obtain COUNTY consent for proposed improvements and structures as discussed in subsections A through C of this Section is separate and excluded from this subsection. It is expressly understood and agreed by the LESSEE that the COUNTY shall not be liable for any expense or damage incurred by the LESSEE resulting from the failure of the COUNTY, or any other governmental entity having jurisdiction, to approve any improvements or structures proposed by the LESSEE.

E. Ownership:

All improvements, structures, and fixtures upon the Premises shall be exclusively operated and controlled by the LESSEE during the Term of this Lease at no cost to the COUNTY. Upon the expiration or earlier termination of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear excepted, and all improvements, structures, and fixtures (excepting only sign panels and movable trade fixtures installed at the LESSEE's costs), whether installed by the COUNTY, the LESSEE or any other person or entity, shall become, when made, a part of the Premises, and upon the expiration or earlier termination of this Lease, shall be surrendered with the Premises in good condition.

7. Repairs and Maintenance.

A. The LESSEE agrees that all portions of the Premises shall be kept in good repair and condition at LESSEE's expense, including but not limited to, the interior and exterior of all buildings and structures, all improvements, grounds, landscaping, parking

areas, sidewalks and walkways. The LESSEE shall make all repairs, alterations, and replacements of every kind with respect to the Premises necessary to maintain the Premises in good condition, and shall make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term of this Lease. The LESSEE shall make all repairs, alterations, and replacements necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity, and sewerage) and make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term of this Lease.

B. At all times during Term of the Lease, the LESSEE shall maintain a service contract with an air conditioning repair firm, acceptable to the COUNTY and fully licensed to repair heating, ventilating and air conditioning (“HVAC”) systems in the State of Florida, for the regular maintenance of the HVAC system(s) servicing the Premises, which firm shall regularly service and inspect the air conditioning unit(s) on the Premises in accordance with the manufacturer’s requirements. The LESSEE shall furnish copies of all maintenance records and service reports to the COUNTY’s General Services Department on an annual basis. Additionally, if any HVAC equipment is damaged in any way, the LESSEE shall promptly repair (and if necessary, replace) the equipment.

C. Any necessary repair work must be performed within ten (10) days of any written notice by the COUNTY requiring such repair; provided, however, that such ten (10) day period may be extended in the event of catastrophic occurrence and damage to the Premises or by written agreement of the Parties. The LESSEE agrees to make or contract for emergency repairs when necessary and provide protective measures to the extent possible to protect the Premises from damage and to prevent injury to persons or loss of life. LESSEE shall have no right of recovery against the COUNTY or the Premises for losses or damage to stock, furniture and fixtures, equipment, improvements and betterment in, on and about the Premises.

D. The LESSEE agrees to use its best efforts to ensure that the Premises, including the interior and exterior of any and all structures and improvements placed thereon, are maintained in an attractive condition. The LESSEE shall be responsible for maintaining the Premises free from trash and debris. The LESSEE shall provide suitable trash containers and separate recycling containers and shall maintain same during the Martin County Fair and any Expositions held on the Premises or shall secure a contracted waste collection service to satisfy this condition.

8. Utilities. The LESSEE shall have sole responsibility for the cost of installation, connection and usage charges for all water and wastewater services; electrical service; telephone, cable and wireless communication service and equipment; and solid waste and wastewater services to the Premises throughout the Term of this Lease. The LESSEE shall have sole responsibility for ensuring that all utilities are separately metered and/or submetered and billed as necessary.

9. Insurance, Indemnification and Damage by Casualty.

A. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, commercial general liability insurance naming the COUNTY as an additional insured in a minimum amount of Five Million and no/100 Dollars (\$5,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Five Million and No/100 Dollars (\$5,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the Premises and will be provided to the COUNTY annually thirty (30) days prior to the anniversary date of this Lease. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days written notice to the County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation will be provided.

B. To the extent required by applicable law, LESSEE shall procure and maintain in force at its expense during the Term of this Lease, worker's compensation insurance for all its employees employed in connection with the operations of LESSEE related to this Lease. Such insurance shall fully comply with Chapter 440, Fla. Stat., Workers Compensation. The workers compensation insurance policy required by this Lease shall also include Employers Liability coverage. The LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable. A waiver of subrogation will be provided.

C. The LESSEE will carry fire, extended coverage, vandalism and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Premises in accordance with normally accepted standards in the insurance industry. Such policy shall name the COUNTY as additional named insured and may not be canceled with respect to the COUNTY except upon thirty (30) days written notice to the COUNTY. A waiver of subrogation will be provided.

D. The LESSEE shall indemnify the COUNTY to the extent allowable by law against all claims, liabilities, loss or damage whatsoever on account of any loss, injury, death or damage, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE hereby waives all claims against the COUNTY for damages to personal property and existing or future improvements on the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE agrees to hold the COUNTY harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the Premises. Further, the LESSEE agrees to defend and hold the COUNTY harmless against any and all such claims and suits as described above at the LESSEE's sole cost and expense, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE agrees to include the COUNTY in any and all Release and Waiver of Liability forms LESSEE issues for execution by participants and spectators, subject to review and approval of the language by the COUNTY which shall not be unreasonably withheld.

E. The COUNTY shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except in the instance of the COUNTY's negligence or willful misconduct.

10. Taxes. The LESSEE will be responsible for all taxes lawfully levied against the Premises during the Term of the Lease, if any.

11. LESSEE's Responsibilities.

A. The LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations.

B. The LESSEE agrees that the Premises may be open to the public from 7am to midnight on weekdays and 7am to 2am on weekends, unless a different time is approved in writing by the County. The LESSEE agrees to maintain an office on the Premises for conducting its operations which will be open to the public a minimum of five (5) days per week with minimum operating hours of 10 a.m. to 4 p.m. Hours of operation shall be posted on or around the entrance.

C. The LESSEE shall ensure the general public's access to the Premises is limited solely to the extent necessary for the safety and security of the public and the operation of the Martin County Fair or other Expositions being held on the Premises. The LESSEE shall ensure that the public is granted admission to any public activity on the Premises upon the payment of a reasonable admission fee or charge. The LESSEE agrees to establish a schedule of reasonable fees for its annual Fair and Exposition uses consistent with other fair and exposition uses in South Florida and for use of the Premises by third-parties consistent with the terms of this Lease. The LESSEE agrees to submit its schedule of fees to the COUNTY for its review on or before July 1 of each year and at any time revisions to the schedule of fees is contemplated. The Parties agree that in the event that the COUNTY does not approve the LESSEE's fee schedule, the COUNTY's determination of reasonable fees shall be the final determination. If the COUNTY fails to act within thirty (30) days, upon LESSEE's request for approval of the fee schedule, such schedule shall be deemed approved for that fiscal year.

D. The LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, or giving away any cigarettes or tobacco products of any nature from, in, around, or in connection with the Premises. Alcoholic beverages may be sold, dispensed, given away, and consumed on the Premises during events in compliance with all applicable local, state, and federal laws, rules and regulations.

E. The LESSEE shall maintain an active website displaying its schedule of activities to be held on the Premises, a listing of its officers/directors, and general contact information.

F. The LESSEE shall designate a qualified manager for its operations who shall be physically available during office operating hours. The qualifications of the

designated manager shall be submitted to the COUNTY upon request. The LESSEE agrees that a designated assistant manager shall be available when the manager is not available.

G. The LESSEE agrees that as between the Parties, all persons engaged in any service or other activity on the Premises shall be, at all times, and in all places, subject to the LESSEE's sole direction, supervision and control and shall not be considered an employee, agent or servant of the COUNTY.

H. The LESSEE shall annually ensure that all of its volunteers and employees have passed an employment Level 1 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation of compliance with the provisions of Chapter 435, Fla. Stat. Volunteers who assist on an intermittent basis for less than ten (10) hours a month and are always within the line of sight of a background screened individual may be exempted from the Level 1 background screening requirement and will be included in the attestation as exempt. The LESSEE shall take reasonable steps to ensure that none of its volunteers and employees are a convicted sexual predator or sexual offender. Information received from these background screenings will be made available to the COUNTY upon request to determine if the LESSEE is in compliance with this requirement.

I. The LESSEE shall not permit any person involved in the operation or organization of any activity on the Premises, including but not limited to entertainers, volunteers, vendors, and employees, to directly supervise, control, or assist children in a position of trust or responsibility on the Premises if that person is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website . The LESSEE is responsible for conducting this search or obtaining an attestation as to this search prior to holding or allowing any activity on the Premises.

J. The LESSEE for itself, and its permitted successors in interest, as a part of the consideration for this Lease, does hereby covenant and agree that:

- 1) No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the concession services offered in or at the Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
- 2) The LESSEE shall not discriminate against any employee or applicant for employment in connection with the Premises with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry; and

- 3) The LESSEE agrees that the Premises, including the LESSEE's facilities and programs, shall at all times comply with the Americans with Disabilities Act ("ADA") and shall provide the COUNTY with an ADA compliance plan prior to occupancy; and
- 4) The LESSEE shall furnish the COUNTY with a list of its officers and board of directors and notify the COUNTY of the names of any new officers and directors at the time of their election. The LESSEE agrees to provide its By-laws to the COUNTY. The LESSEE shall furnish the COUNTY with the names and addresses of the LESSEE's officers and employees who have the authority to make payments on behalf of LESSEE.

K. The LESSEE agrees that there shall be no camping or active overnight use of the Premises without connection to appropriate wastewater collection and disposal systems or measures approved by the COUNTY, the Department of Health, and the Department of Environmental Protection, as applicable. Overnight use solely for staging or storage of equipment and materials where no human or animal remains on the Premises may occur without connection for wastewater.

L. The LESSEE agrees that all wastewater from camping, restrooms, sinks, showers, and exhibits shall be collected and disposed of in accordance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to those of the Department of Health, Department of Environmental Protection, and Department of Agriculture; and shall not be in violation of the COUNTY's National Pollutant Discharge Elimination Systems Phase II Municipal Separate Storm Sewer System permit No. FLR04E013. The LESSEE must ensure that a sanitation company provides the required service including pump outs for wastewater before, during and after any activity on the Premises. The LESSEE will ensure it receives from the sanitation company a service log or tear sheets and will maintain such service log or tear sheets as part of its records related to the permitted activity on the Premises.

M. The LESSEE will ensure any animals exhibited or offered for adoption on the Premises are in good health, with proof of required vaccinations and permits. Animals are to be provided with humane treatment at all times, not limited to available water, shelter, and protection from the elements and the public, in addition to acceptable housing while on the Premises. The LESSEE will ensure that greywater, animal manure and other wastes from animals on the Premises will be properly disposed of during and within five (5) days after the conclusion of the activity for which animals were on the Premises.

N. The LESSEE agrees to keep books, accounts, and records that reflect all revenues and expenditures connected with the management and operation of the Premises. The books, accounts, and records shall be maintained in accordance with generally accepted accounting principles and shall be made available to the COUNTY for examination or audit during normal business hours, upon five (5) days' written notice. In addition, the LESSEE shall provide the COUNTY with a copy of its annual audit and annual financial statements relating to the LESSEE's occupancy and use of the Premises no later than February 1 of each year covering the LESSEE's prior fiscal year, which ends

June 30.

O. Pursuant to Chapter 616, Fla. Stat., upon the dissolution of the LESSEE, monies and any improvements on the Premises whether paid for by the LESSEE or the COUNTY shall revert to the COUNTY. The COUNTY may require the LESSEE'S Board of Directors to provide to it a distribution resolution as provided for in Section 616.07, Fla. Stat.

P. At 5:00 pm, Eastern Standard Time, on the last day of the last Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in a condition no worse than accepted by the LESSEE, reasonable wear and tear excepted.

12. Inspection by COUNTY.

The COUNTY and its agents may, with reasonable notice, make periodic inspections of the Premises to determine whether the LESSEE is operating in compliance with the terms and conditions of this Lease. The frequency of the inspections shall be as deemed necessary by the COUNTY in its sole discretion. Upon notification by the COUNTY and within the timeframe specified within such notification, the LESSEE shall make all changes necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

13. Prohibition on Assignment, Encumbrance, and Use.

A. The LESSEE shall not assign this Lease or sublet the Premises to any other party without the prior express written approval of the COUNTY which shall not be unreasonably withheld. Any attempt to assign this Lease or sublet the Premises without the prior express written approval of the LESSEE is an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. This paragraph shall not be construed to prevent the LESSEE from, entering into agreements with vendors related to the operation of the Martin County Fair, or to prevent the LESSEE from, contracting with other entities or individuals for other Expositions as provided for in Article 3 of this Lease without approval from the COUNTY. The LESSEE shall be permitted to recover any and all projected operating costs from groups, agencies, and individuals wishing to use space on the Premises for the purpose of conducting Expositions. All such Expositions shall be consistent with the use of the Premises by the LESSEE as established in Article 3 of this Lease.

B. The LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the Premises, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease or the Premises shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. Upon written notice by COUNTY of an alleged default under this Section 13(B), LESSEE shall be given no more than thirty (30) days to cure said default.

C. The LESSEE shall not pledge the COUNTY's credit or make it a guarantor

or surety for any contract debt, obligation, judgment, lien or any form of indebtedness. The LESSEE warrants and represents that it has no obligation or indebtedness which would impair its ability to fulfill the terms of this Lease.

14. Environmental Compliance; Environmental Containment and Removal.

A. With regards to the LESSEE's environmental responsibilities, the LESSEE agrees to comply with all existing and future applicable federal, state, and local laws. The LESSEE shall at all times be responsible for any discharge, disposal or release of any materials, human and animal wastes or hazardous substances ("Wastes") at the Premises in any manner whatsoever, occurring during the Term of this Lease by the LESSEE or any of the LESSEE's employees, agents, licensees, invitees or trespassers on the Premises. Notwithstanding the foregoing provisions, the LESSEE shall not be liable for any discharge, disposal or release of any Wastes at the Premises caused by the negligence or willful misconduct of the COUNTY. The LESSEE shall not be liable for any known or unknown Wastes existing prior to the LESSEE's use and occupancy of the Premises.

B. The LESSEE shall, at the LESSEE's expense, and upon demand of the COUNTY or any other local, state or federal regulatory agency, promptly contain, remove and remediate any Wastes discharged, disposed or released on the Premises occurring during the Term of this Lease. If the LESSEE does not take action promptly to have such Wastes contained, removed, and abated, the COUNTY or any of its designated contractors or agents may, upon reasonable notice to the LESSEE, which notice shall be written unless an emergency condition exists, as determined by the COUNTY at its sole discretion, undertake the removal of the Wastes; however, any such action by the COUNTY or any of its designated contractors or agents shall not relieve the LESSEE of its obligations under this or any other provision of this Lease or as imposed by law.

C. The LESSEE shall indemnify and hold harmless the COUNTY, its elected officials, employees, and agents from and against all claims, actions, and damages arising out of its operations on the Premises or from any discharge, disposal or release of Wastes

D. The LESSEE shall provide the COUNTY with notice of all discharges, disposals, and releases of Wastes occurring on the Premises. Upon request by the COUNTY, the LESSEE shall make all documentation related to all releases, discharges, and disposals performed on the Premises available to review by the COUNTY or its agents.

E. The LESSEE's responsibilities under this Article shall survive the expiration or earlier termination of this Lease and shall apply with equal force and effect to contamination discovered subsequently thereto, if the same is attributable to the LESSEE's historical presence on the Premises.

15. Termination.

A. The COUNTY shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as “Event of Default,” thirty (30) days after delivery of written notice of default, during which period the LESSEE may cure the Event of Default to the reasonable satisfaction of the COUNTY:

- 1) Institution of proceedings in voluntary bankruptcy by the LESSEE.
- 2) Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings are not dismissed within 90 days.
- 3) Assignment of this Lease for the benefit of creditors.
- 4) Failure to operate the Premises in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with the purposes and requirements of this Lease.
- 5) Failure to hold an annual Martin County Fair and Exposition on the Premises within the first year of this Lease or any year thereafter.
- 6) Dissolution, whether voluntary or involuntary, of the LESSEE’S not for profit fair association.
- 7) Default, non-performance or other non-compliance with any covenant, requirement or other provision of any nature whatsoever under this Lease.
- 8) Violation of any federal, state or local law, rule or regulation.
- 9) Failure to substantially comply with the plans as shown in Exhibit C or the development schedule set in Exhibit E, as they may be modified by written agreement of the Parties.

B. Upon the occurrence of an Event of Default, the COUNTY shall send a written notice to the LESSEE in the manner set forth in Article 19 of this Lease, setting forth the Event of Default in specific detail and identifying the end of the cure period and date this Lease shall terminate in the event the LESSEE does not cure the default to the reasonable satisfaction of the COUNTY.

C. The cure period shall be thirty (30) days after receipt of a written default notice from the COUNTY. The cure period may be extended by the Parties in writing if the Event of Default is of such nature that it cannot be completely cured within thirty (30) days. If the LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then the COUNTY may terminate this Lease on not less than three (3) days notice to the LESSEE.

D. In the event the LESSEE fails to cure the Event of Default within the cure

period, this Lease shall be deemed to be terminated with no further action by the COUNTY. In no event, however, shall such termination relieve the LESSEE of its obligation to pay any and all remaining rent due and owing to the COUNTY for the period up to and including the date of termination.

E. Either party shall have the right, upon providing ninety (90) days prior written notice to the COUNTY in the manner set forth in this Lease, to terminate this Lease at any time for any reason.

F. Except as otherwise provided in this Lease, neither party shall be deemed in default or in breach of this Lease to the extent it is unable to perform due to an event of *force majeure*. For the purpose of this Lease, *force majeure* shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.

16. Integration. The drafting, execution, and delivery of this Lease by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Lease contains the entire agreement between the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties other than those recited herein. This Lease cannot be changed or modified except by written instrument executed by all Parties hereto. This Lease and the terms and conditions herein apply to and are binding upon the heirs, legal representatives, successors and assigns of both Parties.

17. Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Governing Law, Venue, Fees and Waiver of Jury Trial.

A. This Lease shall be construed in accordance with the laws of the State of Florida. Venue of any action arising out of this Lease shall be in Martin County, Florida.

B. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either Party in law or equity. In connection with any litigation (including all appeals therefrom) arising out of this Lease, the Parties expressly agree that each Party will bear its own attorney's fees and court costs incurred in connection with this Lease. Further, the Parties expressly and specifically waive the right to a jury trial in any way connected with this Lease.

19. Notices. Any notice shall be deemed duly served if personally served, or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or electronic transmission as follows:

COUNTY: Martin County Real Property
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 221-2354
Email: real_property@martin.fl.us

COUNTY ATTORNEY: County Attorney
Martin County Administrative Offices
2401 SE Monterey Road
Stuart, Florida 34996

LESSEE: Martin County Fair Association
ATTN: Jay Spicer
2616 SW Dixie Highway Way
Stuart, FL 34996
Telephone: (772) 220-3247
Email: jay@martincountyfair.com

LESSEE'S ATTORNEY: McCarthy Summers Bobko Wood Norman Bass &
Melby, P.A.
ATTN: Terence McCarthy, Esq.
2400 S.E. Federal Highway
Fourth Floor
Stuart, FL 34994
tpm@mccarthysummers.com

Any party may change the information above by giving written notice of such change as provided herein.

20. LESSEE's Duties Regarding Public Records. The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption.

21. Radon Gas. 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 the County Health Department.

22. No Waiver. There shall be no waiver of the right of either Party to demand strict performance of any of the provisions, terms, and covenants of this Lease nor shall

there be any waiver of any breach, default, or non-performance by either Party, unless such waiver is explicitly made in writing by the other Party. Any previous waiver or course of dealing shall not affect the right of either Party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

23. Interpretation of Lease. This Lease is the result of negotiation between the Parties and has been typed/printed by one party for the convenience of both Parties, and the Parties covenant that this Lease shall not be construed in favor of or against either of the Parties.

24. Mediation. In the event of a dispute between the Parties in connection with this Lease, the Parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The Parties shall agree on a mediator chosen from a list of Florida Supreme Court certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the Parties. To the extent allowed by law, the mediation process shall be confidential.

IN WITNESS WHEREOF, the Parties have executed this Lease on the dates set forth below.

LESSEE:
Martin County Fair Association Inc.,
a Florida not-for-profit fair association

BY: _____

(TITLE)
Date: _____, 20__

Witness:

Witness:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of Martin County Fair Association, Inc., a Florida not-for-profit fair association, on behalf of the association, who is personally known to me or has produced a valid Driver's License.

NOTARY SEAL

Notary Public, State of _____

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____, COUNTY ATTORNEY

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Exhibit A
Legal Description

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Exhibit B

Requirements for Use

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Exhibit C

Plans for Premises

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Exhibit D

Development Schedule

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Exhibit E

Cost of Improvements