

## Lease Agreement

THIS LEASE AGREEMENT, made this 29 day of September, 2008 by and between Coral Gables Baptist Church, hereafter known as LANDLORD, whose address is 5501 Granada Blvd., Coral Gables, FL and Firefighters Christmas Trees, hereafter known as TENANT, whose address is:

8267 S.W. 128 St. Suite 214 Pinecrest, FL 33156

hereafter called TENANT.

In consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by the TENANT, Landlord hereby leases to TENANT and TENANT hereby leases from LANDLORD, for retail Christmas tree sales only, that certain parcel described as 5501 Granada Blvd. Coral Gables, Dade, Florida.

To have and to hold from the 7th day of November to the 29th day of December, 2009-2010-2011.

The rental paid under said Lease by TENANT and accepted by LANDLORD as rental under the terms of this Lease is the sum \$ 5,000.00 five thousand dollars per lease period. An additional \$ 1,000.00 one thousand dollars will be due upon acceptance.

TENANT agrees:

- 1) To make no unlawful, improper, or offensive use of the premises and permit LANDLORD to enter upon said land to inspect, and for any and all lawful purposes arising from LANDLORDS rights, so long as it does not interfere with the rights of the TENANT, as provided in this Lease.
- 2) To permit the premises to be used for retail Christmas tree sales only.
- 3) To keep LANDLORD from any liability and claim for damages by reason of any injury to TENANT and TENANTS agents, servants, employees, or any and all persons or for damage to any for any cause whatsoever while in or about the premises or in any way, directly or indirectly connected with or arising out of this agreement, and agrees to take out and keep in force during the term of this Lease, public liability insurance to be not less than One Million Dollars (\$1,000,000.) for any one person injured, or One Million Dollars (\$1,000,000.) for any one accident and a copy of said insurance to be delivered to the LANDLORD within fifteen (15) days from the date of this Lease.
- 4) To abide by all laws of Florida, and ordinances and rules of Coral Gables and Dade County, Florida.
- 5) To take care of said premises, and maintain in a careful and prudent manner and return the property in as good condition at the end of said term in as good condition as said premises are now, ordinary wear and tear the only exception.
- 6.) To not assign this Lease, re-lease, or further sub-let this property, or any part thereof, without the written consent of LANDLORD.

TENANT covenants that should any of the agreements of this Lease be violated then TENANT shall become Tenant at Sufferance, hereby waiving all rights of notice, and LANDLORD shall be entitled immediately to re-enter and re-take possession of the demised premises.

Witness our hands this 29 day of September 2008

  
\_\_\_\_\_  
Pastor Ray Cook  
Coral Gables Baptist Church

  
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Paul Boutin/Firefighters Christmas Trees, Inc.