

**BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**August 21, 2023**

**FOLLOWING WORKSHOP  
MARK'S HALL  
TRAILER ESTATES  
1903 69<sup>TH</sup> AVENUE WEST  
BRADENTON, FLORIDA 34207**

Call To Order  
Roll Call  
Public Input (Limit 3 Minutes on Any Topic)  
Approval of Minutes  
Treasurer Report  
Invoice Approval

**Items Presented by Board & Staff (PP38)**

1. Updated Rules & Regulations Part E: Penalties (Dalton)
2. Updated Enforcement Committee Change – PP11 – (Dalton)
3. Copier/Printer Purchase & New Maintenance Contract (Morris)
4. Church Lease Agreement (Morris)

Trustee/Staff Final Comments  
Unfinished Business  
Adjournment

Trailer Estates broadcasts its Meeting live on Channel 732 inside the Community

Zoom Meeting Access: Time: August 21, 2023 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

Meeting ID: 880 1988 9959

Passcode: 2MWr4Y

Find your local number: <https://us02web.zoom.us/j/88019889959>

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Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans With Disabilities Act, any handicapped person desiring to attend this meeting should contact TJ Miller at 756-7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Update Rules & Regulations Part E: Penalties

For Upcoming Meeting—Date 08-21-2023

Type of Meeting (check one): Workshop  Board Meeting

**\*It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): To approve the  
rewrite of Rules & Regs; Part E: Penalties to make them comply with verbiage in  
the most recent Charter changes as discussed at the workshop earlier today.


Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**  
None.

Attachments: **(Please attach any diagrams or pertinent information concerning this**  
**Agenda Item. Please list the attachments.)** Final of Rules & Regs.; Part E: Penalties

Trustee Lori Dalton

Date Submitted 08-11-2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 

## **PART E: VIOLATIONS & FINES**

As of July 5, 2022 (Modified August 21, 2023) the Trailer Estates Park & Recreation District's (hereinafter, TE) Board of Trustees has adopted the following procedure for Violations & Fines for those who do not comply with the general rules and regulations governing the District as provided by general law, and to prescribe penalties for violations of such rules and regulations. These general rules & regulations refer to any Deed Restrictions, Rules & Regulations, and/or Policies & Procedures and apply to any property owner, renter, guest, or invitee.

### **Property Violation Procedure**

1. Upon receipt of complaint or observation of possible violation, Trustee and/or Park Manager will travel to property to inspect. If such violation exists, a report showing detailed findings of the inspection will be prepared. Digital photo(s) to show and document conditions will be taken, printed and dated, and attached to report (file). This written notice is considered the 1st Notice in notifying of a violation. The timeframe in which the violation(s) must be corrected will generally range from 3-30 days depending on the nature of the violation. The violations will be sent to the property address on file with the District and/or County Tax Rolls.
2. If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 2nd notice. This letter will generally give a shorter timeframe to correct the violation and warn that if not corrected further action may be required.
3. Again, If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 3<sup>rd</sup> and Final notice.
4. At this time, the District may post a 24 Hr. Notice on the property. If the violation still exists after the 24 hours, the Park Manager will get a quote from a maintenance contractor to complete the required corrective work or check if the work can be done in-house. The work will be completed by the maintenance contractor and or in-house staff. If projects that need to be corrected are unable to be done by the District or by hiring a Contractor, legal action may be considered as an alternative by vote of the Board of Trustees.
5. Once the corrective work is completed, staff will prepare a detailed invoice, including a 25% overhead charge, and send same to owner at the property address. Invoice(s) are required to be paid within 30 days. Invoices not paid within 30 days will accrue interest at the rate of 18% per annum and will be added to any estoppel or closing statements. Invoices not paid within 90 days may become a lien against the property. At Trailer Estates' fiscal year end, a statement will be sent to the owner at the property address reflecting the total amount remaining due including accrued interest.
6. At this point the Property may go to the Enforcement Committee for a properly noticed hearing. The Hearing will determine what (if any) Fines & Suspensions are warranted for the violations and then sent onward to the TE Board of Trustees for their ye or nay.

### **Non-Property Violation Procedure**

1. Upon receipt of complaint or observation of possible violation, Trustee and/or Park Manager will research issues as described or observed. If such violation appears to exist, detailed findings of the research will be placed in the file. Any Digital photo(s) to show and document issues will be taken, printed and dated, and attached to report (file). A written notice will be sent out and will be considered as 1<sup>st</sup> Notice in notifying of a violation. The timeframe in which the violation(s) must be corrected will generally range from 3-30 days depending on the nature of the violation. The violations will be sent to the property address on file with the District and/or County Tax Rolls.
2. If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 2<sup>nd</sup> notice. This letter will generally give a shorter timeframe to correct the violation and warn that if not corrected further action may be required.
3. Again, If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 3<sup>rd</sup> and Final notice.
4. At this point the Property may go to the Enforcement Committee for a properly noticed hearing. The Hearing will determine what (if any) Fines & Suspensions are warranted for the violations and then sent onward to the TE Board of Trustees for their yea or nay.

### **Renter, Guests, Invitees**

If the person(s) found violating the Deed Restrictions or properly promulgated rules & regulations of the District are a Renter, guest or invitee, their sponsor, host, or lessor shall be deemed as co-offender. They shall receive all notifications and communications as the offender, may participate in the penalty process, and shall be considered for any penalties or suspensions that may be imposed.

### **Enforcement/Compliance Committee Process**

1. The Park Manager/Trustee will properly notice an Enforcement Committee Meeting giving at least 14 days' written notice to the property owner and/or co-offender.
2. Minutes will be taken by a recording secretary.
3. Park Manager/Trustee will present violations case.
4. Committee may ask questions of the Park Manager/Trustee.
5. Respondent (property owner, renter, guest, or invitee) may present their case.
6. Committee may ask questions of the Respondent.
7. Public Input, 3 minutes on any Enforcement Committee Agenda item.
8. Committee may discuss the violation once a motion and a second is made.
9. Fines & Suspensions (if Any) will be forwarded to TE Board of Trustees for their approval.

### **Trailer Estates Board of Trustees**

At the next regularly scheduled meeting of the TE Board, the Board would vote on the Fines & Suspension as recommended by the Enforcement Committee (if Any).

**PENALTY/FINE SCHEDULE**

| Violation   | Fine          |
|---|---------------|
| Property Not Maintained- Grass, Junk, Unsightly Conditions, Weeds in Gravel, Etc.   | \$100 Per Day |
| Boat, RV, Trailer Stored Improperly   | \$100 Per Day |
| Improper "Signage", Political Signs, Real Estate Signs, Etc.  | \$100 Per Day |
| Misuse of FOB   | \$100 Per Day |
| Failure to Follow ARC Rules & Application Procedures (Includes Seawalls, Dockage, canal work, Frontage work, Etc.)                              | \$200 Per Day |
| Any Dumpster and/or Recycling rules not followed, remodeling debris placed in Dumpster, Debris placed on ground, Non-Recyclable Materials, etc. | \$100 Per Day |
| Failure to File Paperwork in order to live in Trailer Estates, Rent, purchase a home, maintain annual owner information, etc.                   | \$200 Per Day |
| Underage or Unregistered Occupant stays for more than 30 days, or any variation thereof   | \$200 Per Day |
| Pool Violations   | \$100 Per Day |
| Pets kept in a Non-Pet Section, Pet waste not picked up, Pet not on a leash at all times, any other Pet Related violations                      | \$100 Per Day |
| Any other violation of the TE Deed Restrictions, Rules & Regulations, and/or the Policies and Procedures.                                       | \$100 Per Day |
| Fines May Not Exceed \$1000.00 Per Occurrence   |               |

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Update Enforcement Committee Charge - PP11

For Upcoming Meeting—Date 08-21-2023

Type of Meeting (check one): Workshop  Board Meeting

**\*It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): To approve changes to the Enforcement Committee Charge - PP11 to bring them into compliance with the most recent Charter changes and Rules & Regs Part E: Penalties as discussed earlier in today's workshop.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**  
None.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Final of PP11

Trustee Lori Dalton

Date Submitted 08-11-2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
ENFORCEMENT COMMITTEE CHARGE PP 11**

**ENFORCEMENT COMMITTEE**

An enforcement committee of at least three members, consisting of parcel owners, shall be appointed by the trustees. The role of the Enforcement Committee is to hold a hearing, providing the offender with at least 14 days notice and make a recommendation to the board regarding the proposed penalty/fine. The trustees will subsequently rule on the recommendation of the Enforcement Committee to either confirm, reject or modify any fine or penalty.

AUG 11 '23 AM 9:01

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Copier/Printer Purchase & New Maintenance Contract

For Upcoming Meeting—Date August 21, 2023

Type of Meeting (check one): Workshop  Board Meeting

**\*It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**


Rationale (for workshops)/ MOTION (for board meetings): Award bid for copier to DEX Imaging in the amount of \$3,045.00 for a new Cannon DX C359iF printer, scanner, FAX, Copier, with options as listed. This will also include a maintenance agreement in the amount of \$25.00 per month as discussed in workshop.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**  
\$3,045.00 for the new Copier, Maintenance Fees are \$25 per month

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Memorandum, Spreadsheet, Copier Specs Maintenance Agreement (see Workshop)

Trustee Park Manager Morris

Date Submitted 08/10/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 



**TRAILER ESTATES PARK AND RECREATION DISTRICT  
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Church Lease Agreement

For Upcoming Meeting—Date August 21, 2023

Type of Meeting (check one): Workshop  Board Meeting

**\*It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): To approve the agreement between the Trailer Estates Covenant Church and Trailer Estates Park and Recreation District as discussed in a previous workshop.


Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**  
N/A

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Memo, Agreement.

Trustee Park Manager Morris

Date Submitted 08/09/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 

AUG 11 '23 AM 9:00

**manager@trailerestates.com**

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**From:** Don Olson <donalddcarlson@gmail.com>  
**Sent:** Wednesday, July 26, 2023 2:42 PM  
**To:** Tim Kirkpatrick; Lee Morris  
**Subject:** Final Lease Agreement proposal  
**Attachments:** Lease Agreement with TE Park - 2023.pdf

Lee (&Tim):

Lee:

We agree to have the Lease Agreement to have the exact language of our expiring lease agreement for the annual rent increase.

Attached is the copy of our final proposal. I left everything in red that we are proposing as changes (that I believe are agreed upon by both parties).

As for the financial escalator, it is in black because it is the same as the expiring lease agreement. This is found on page 2, Section 3.

We are assuming that this will be on the Board Agenda (for a vote) on August 21, 2023

In Christ,

Pastor Don Olson  
Trailer Estates Covenant Church  
Cell: 508-245-2037  
[techurch1@gmail.com](mailto:techurch1@gmail.com)

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between TRAILER ESTATES PARK AND RECREATION DISTRICT, of 1903 69<sup>th</sup> Avenue West, Bradenton, Florida (hereinafter called "Lessor"), and TRAILER ESTATES COVENANT CHURCH, of 1903 69<sup>th</sup> Avenue West, Bradenton, Florida (hereinafter called "Lessee").

1. **PREMISES**. For and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Lessee and for other valuable consideration, Lessor does hereby demise and lease unto Lessee, and Lessee does hereby hire and let from Lessor, the following described property situated in Manatee County Florida. Those certain improvements lying within and constituting:
  - A. Exclusive use of the large recreational hall every Sunday from 7:00 a.m. until 12:00 p.m. from September 15<sup>th</sup> through May 15<sup>th</sup> for Sunday Services; and for Christmas Eve Services at 7:00 p.m. **The small hall from 8:15 -9:00 for choir rehearsal.**
  - B. Exclusive use of the small hall for Maundy Thursday Services at 7:00 p.m.; for Thanksgiving Eve Services (Tuesday before Thanksgiving) at 7:00 p.m. and for Easter Sunrise Service at the Beach Facility. Lessee shall set up the chairs and pulpit/altar equipment before each service in the fire safety configuration and leave the chairs in rows after each service.
  - C. Exclusive use of the small recreational hall every Sunday from 7:00 a.m. until 12 pm. from May 16<sup>th</sup> through September 14<sup>th</sup>, for Sunday Services.
  - D. Exclusive use of the office space presently used by Lessee in the Recreation Center building for a church office and pastor's study.
  - E. Use of the Activity Center Craft Room for **Bible study classes as scheduled annually.**
  - F. **Use of small recreational hall the 4<sup>th</sup> Monday of October through April 9:30 am - 12:00 noon for church women's meetings and use of the Beach Pavilion every Wednesday morning 8-9 am for women's devotional beach meetings.**
  - G. Use of the small recreational hall for choir rehearsals, Wednesday afternoons from 3:30 p.m. to 5:00 p.m. from September 1<sup>st</sup> through April 30<sup>th</sup>. **The Park will set up an electronic keyboard.**
  - H. Space for other occasional church related meetings may be reserved at Lessor's business office if not previously reserved for another organization or function **at no additional charge.**
  - I. Use of the large recreational hall up to twice annually for church banquet, usually in the evenings (when not in conflict with previously scheduled functions). Lessee may, at Lessee option, relinquish the large hall in favor of the small if the small is available when less space is needed by Lessee.
  - J. Adequate space shall be provided by Lessor for the storage of the Lessee's **electronic keyboard**, choir robes, communion ware, pulpit, pulpit chairs, communion table, portable hymnal racks, flags, banners, and similar items regularly used in worship services.

2. **TERM AND RENEWAL.** The premises described above shall be leased for a term of one year beginning at 12:00 o'clock a.m. on October 1, 2023. This lease shall be automatically renewed on a year-to-year basis unless either party notifies the other by certified mail, return receipt requested, not more than 120 and at least 60 days before the expiration of said initial term, of its intent to terminate. All terms and conditions of this lease shall apply to the renewed term of this lease.
  
3. **LEASE PAYMENTS.** Lessee agrees to pay, as consideration for the use of the Premises Rent in the amount of eleven thousand three hundred four dollars (\$11,304) per year payable in equal monthly installments of \$942.00 in advance beginning on the date of commencement, and thereafter on or before the first day of each successive month, without offset or deduction of any kind for any reason. The annual rental for the second and succeeding years of this Agreement shall be increased at Lessor's sole discretion by up to five percent (5%) over the previous year's rent, payable in equal monthly installments on the first day of each month, without offset or deduction of any kind for any reason. All rents, plus any sales/use tax payable thereon (if applicable), shall be paid to Lessor and delivered to Lessor at the address first noted above for Lessor or at such other place as Lessor may designate from time to time or mailed to Lessor at PO Box 6298, Bradenton, FL 34281-6298. Any sums required to be paid to Lessor under the terms of the Lease, whether as rent or otherwise, which are not paid when the same shall become due, shall bear interest at the highest rate allowed, which shall be payable as additional rent hereunder. Lessee acknowledges that late payment by Lessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Therefore, if any installment of Rent due from Lessee is not received by Lessor within five days after it is due, Lessee shall pay Lessor an additional sum of five percent (5%) of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor.
  
4. **EXPIRATION/TERMINATION.** Lessee promises to pay rent in the manner aforesaid and upon expiration of the Lease, or its termination. Property to Lessor in substantially the same condition that existed immediately prior to Lessee's entry on the leased Premises, reasonable wear and tear, damage by the elements, and acts of God, excluded. Such property of Lessee that Lessee fails to remove from the Premises upon the termination of this Lease shall be considered as abandoned by Lessee and may be disposed by Lessor in any manner whatsoever without accounting to Lessee for same or being liable in any way to Lessee for such disposition. If Lessor desires that the Premises be altered to return them to their original condition, Lessee shall be responsible for all costs incurred.
  
5. **ENTRY.** Lessor, Lessor's agents, employees of independent contractors may enter the leased Premises between the hours of 6:00 a.m. and 5:00 p.m., on reasonable notice to Lessee (except at any time and without notice in case of emergency), for purposes of inspection or making such repairs, replacements, and addition in, to, on and about the

Premises or building of which the Lease Premises are a part, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason thereof.

6. **PROPERTY TAXES.** Lessor shall pay all ad valorem real property taxes assessed and levied against the Premises, and Lessee shall pay all taxes assessed and levied against Lessee's tangible personal property within or about the Premises before the same shall become delinquent.
7. **INSURANCE.** Lessee shall procure and maintain in force during the term of this Lease, at Lessee's expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased Premises, in minimum amount of \$500,000 for each person injured, \$500,000 for any one accident and \$500,000 for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. At Lessor's option said insurance policies shall be delivered to Lessor for keeping or Lessor may accept Certificate(s) of Insurance. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of the Lease, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which said premiums are paid.
8. **UTILITIES.** Lessor agrees to pay for all Lessee's reasonable utilities, except telephone service. Lessor shall not be liable for any interruption of services to the Premises or for any damages from defect in any of the utility systems. Janitorial service for the office space provided for Lessee shall be performed at Lessee's expense.
9. **REFUSE AND SANITATION.** Lessee covenants and agrees that Lessee will use, maintain, and occupy the Premises in a careful, safe and proper manner; that Lessee will maintain the Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; and will keep any garbage, trash or refuse in proper containers until called for to be removed. Any hazardous or infectious waste materials shall be disposed of in accordance with Law.
10. **MAINTENANCE AND REPAIRS.** Lessee, at Lessee's expense, hereby agrees to clean the leased Premises and to keep same clear of all rights and obstructions during the term of this Lease. Lessor shall make all necessary repairs and replacements to leased Premises except when required as a consequence of Lessee's (or Lessee's members) activities or use of the Property in the performance of Lessee's enterprise. All repairs and replacements by Lessee shall be in quality and class at least equal to the original work. On default of Lessee in making such maintenance repairs, repairs or replacements, Lessor may, but shall not be required to, make them, and the expense thereof shall be collectible as additional rent.

11. **USE.** Lessee shall make no immoral, offensive or illegal use of the Premises; or suffer anything to be done which shall or may be a nuisance to Lessor or the community; nor do anything thereon deemed extra-hazardous or which would cause insurance rates to increase; or use any advertising medium that may constitute a nuisance or in a manner to be heard outside the leased Premises; or do any act tending to injure the reputation of the leased Premises. Smoking or igniting of any tobacco products including electronic cigarettes shall be prohibited on the leased Premises. Lessee shall abide by all reasonable directions and requirements of any insurance company insuring the Premises and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the Premises. Lessee hereby covenants to and with Lessor that Lessee shall abide by all the Lessor's reasonable rules and regulation concerning the operation of the leased Premises and the use of Lessor's other property.
12. **LESSEE'S PERSONAL PROPERTY.** Lessee agrees that all equipment, furniture, material, accessories, supplies, or personal property brought onto or into the Premises shall be at the sole risk of Lessee only, including loss, damage or destruction by fire, theft or other casualty and that Lessor shall in no way be responsible for damage thereto.
13. **REGULATIONS.** Lessee agrees to comply with all applicable governmental and municipal ordinances and regulations, including but not limited to parking and traffic rules effective now or in the future, insofar as they pertain to occupancy and use of the Premises.
14. **ALTERATIONS.** Lessee shall not make any alterations in or additions to the Premises, including the color or architectural treatment of the improvements, without the prior written consent of the Lessor, which consent may not be unreasonably withheld; and all such alterations and additions, including floor covering that is adhesively fixed to the floor and upgrades or changes to electrical outlets, shall become and remain the property of the Lessor, unless specified otherwise in the consent. Lessee may not use or penetrate the roof of the Premises without Lessor's prior written consent. All alterations that are done on the Premises shall be done by a licensed contractor in a professional, workmanlike manner and in compliance with all applicable federal, state and municipal laws, ordinances and regulations. Lessee hereby accepts responsibility and hereby agrees to hold Lessor harmless from any and all claims, which might arise from said alterations to protect Lessor's rights and interest. Pursuant to Florida Statute 713.11 Lessee nor Lessee's agents or assigns shall have any lien rights which attach to the premises.
15. **QUIET ENJOYMENT.** Lessor agrees that Lessee shall quietly possess and enjoy Premises during the term of this Lease, so long as Lessee performs and observes all the provisions of the Lease, subject to mortgages (and any assignments, substitutions, or replacements thereof), reservations and easements (presently or hereafter) of record. Lessee covenants that it is Lessee's primary purpose to be of service to all residents of the Trailer Estates community. All meetings of Lessee shall be open to the public free of charge. A reasonable number of guests from outside Trailer Estates may share in the Church services. Lessor and Lessee covenant to and with one another that they appreciate

the fine relationship and high regard each of them has for the other party and agree to work to maintain this relationship in the future.

**16. CONSTRUCTION OR MECHANICS' LIENS & OTHER ENCUMBRANCES.** Lessee shall not suffer or permit any Construction Liens or other liens to be filed against the Premises nor against Lessee's leasehold interest in the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased land or any part thereof through or under Lessee. If any such Construction Liens or other liens shall be recorded against the Premises by anyone claiming by, through or under Lessee, Lessee shall cause the same to be removed or, in the alternative, if Lessee in good faith desires to contest same, Lessee shall be privileged to do so, but in such event Lessee hereby agrees transfer such lien to bond or other permitted security and to indemnify and save Lessor harmless from all liability for damages occasioned thereby. Pursuant to Florida Statute 713.11 Lessee nor Lessee's agents or assigns shall have any lien rights which attach to the premises.

**17. INDEMNIFICATION.** Lessee agrees to indemnify and save harmless the Lessor from any and all claims by or on behalf of any person or entity arising from or related to Lessee's use of the Premises, from Lessee's failure to perform or comply with any covenant of this Lease or from any activity permitted by Lessee in or about the Premises; and will further indemnify and save harmless the Lessor from the performance of any agreement on Lessee's part or arising from any act of negligence of Lessee or any of Lessee's agents, contractors, employees or licenses, and from all costs, attorneys' fees, expense and liabilities incurred in defending or arising from any claim or proceeding brought thereon.

**18. DEFAULT.** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Lessee:

- A. Lessee shall fail to pay any monthly installment of Rent or any other additional rent or amount owing to Lessor under this Lease within five (5) days after the same is due and payable, without further notice from Lessor.
- B. Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ten (10) days after notice thereof from Lessor provided, however, that if the term condition covenant or obligation to be performed by Lessee is of such nature that the same cannot reasonably be performed within such ten (10) day period, such matter shall not constitute a default so long as Lessee commences to cure such default within said ten (10) day period and thereafter diligently and continuously undertakes to complete the same and the condition is cured within thirty (30) days from the original occurrence thereof.
- C. Lessee shall abandon the Premises at any time.
- D. A trustee or receiver shall be appointed to take possession of substantially all of Lessee's assets in, on or about the Premises or of Lessee's interest in this Lease (and Lessee does not regain possession within sixty (60) days after such appointment); Lessee, makes an assignment for benefit of creditors; or

substantially all of Lessee's assets in, on, or about the Premises or Lessee's interest in this Lease are attached or levied upon execution (and Lessee does not discharge the same within sixty (60) days thereafter).

- E. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Lessee pursuant to any federal or state statute (and, with respect to any such petition filed, against it, Lessee fails to secure a stay of discharge thereof within sixty (60) days thereafter).
- F. Lessee shall assign this Lease or sublet any part of the Premises in violation of Paragraph 20 of this Lease. Upon the occurrence of any event of default set forth above, Lessor shall have the following rights and remedies, in addition to and not by way of limitation of those allowed by law, any one or more of which may be exercised by Lessor, in its absolute discretion, without further notice to or demand upon Lessee:
  - a. Lessor may reenter the Premises and cure any default of Lessee, in which event Lessee shall reimburse Lessor as additional rent for any costs and expenses which Lessor may incur to cure such default; and Lessor shall not be liable to Lessee for any loss or damage which Lessee may sustain by reason of Lessor's action regardless of whether caused by Lessor's negligence or otherwise.
  - b. (1) Lessor may terminate this Lease as of the date of such default, in which event:
    - (i) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of Premises, and Lessee shall immediately thereafter surrender the Premises to Lessor; (ii) Lessor may reenter the Premises by any means permitted by law, and may remove Lessee's property, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Lessor may declare all of the rent which would have been due under this Lease for the balance of the lease term, whereupon Lessee shall be obligated to pay the same to Lessor, together with all loss or damage which Lessor may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this Section 18 shall survive the termination of this Lease.
 (2) Lessor may, without terminating this Lease, reenter the Premises and re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained therein, and Lessee shall be obligated to pay to Lessor the difference between the rent provided for herein and that provided for in any lease covering a subsequent reletting of the Premises, for the period which otherwise have constituted the balance of the term of this Lease, together with all of the Lessor's costs and expenses for preparing the Premises for repairs, Lessee finish improvements, brokers' and attorneys' fees, and for all loss or damage which Lessor may sustain by reasons of such reentry or reletting.
  - c. Lessor may sue for injunctive relief or to recover damages from any loss resulting from the breach.

**19. LESSOR'S PERFORMANCE OF LESSEE'S DEFAULTS.** If Lessee defaults in any of the terms, covenants and conditions hereof, Lessor may perform the same or procure the performance thereof without waiving said default, or waiving any rights hereunder,



and all payment(s) or expenditures (including reasonable attorneys' fees as provided herein) made by Lessor in so doing shall be charged to Lessee, become immediately due and payable and bear interest at the highest lawful rate permitted in the State of Florida from the date of disbursement by Lessor until paid by Lessee.

- 20. ASSIGNMENT.** Lessee may not assign this Lease or sublet any part of or permit anyone else to use or occupy the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any attempted default under the DEFAULT paragraph of this Lease. Any transfer, encumbrance or, if applicable, other disposition of the stock of Lessee, without prior written consent of Lessor, shall be deemed in unauthorized assignment of this Lease.
- 21. DESTRUCTION OF PREMISES.** If the Premises are totally damaged, destroyed or rendered unusable for a period exceeding one hundred twenty (120) days, other than by wrongful or negligent acts of Lessee, Lessee may terminate the Lease Agreement and immediately vacate the Premises. If the Premises are partially damaged or destroyed, Lessee may vacate that portion of the Premises rendered unusable by the casualty, in which event liability for rent shall be reduced by the fair rental value for that part of the Premises. In the event of property damage or destruction, Lessor shall have the option to terminate this Agreement or rebuild and/or repair the damage with reasonable speed, considering insurance, strikes or other causes beyond Lessor's control. In the event of condemnation, this Lease shall terminate at the written election of either party; any condemnation award shall belong to Lessor. If any event referred to in this paragraph occurs, Lessor shall not be liable to Lessee for inconvenience, annoyance, loss of profits, expenses or other type of injury or damage resulting from the repair of any such damage, or for the termination of this Lease as provided herein. Lessee assumes the risk of any and all damage from any casualty whatsoever to its improvements to, and equipment and personal property within or about, the Premises.
- 22. DAMAGE BY WATER.** It is expressly agreed and understood that Lessor shall not be liable for any damage or injury by water or sewage which may be sustained by Lessee or another person, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of Lessee, another tenant, or their agents, employees or licensees, or by reason of breakage, leakage or obstruction of the water or sewer pipes, or other leakage in or about the said Premises or the building of which the Premises are a part.
- 23. REMOVAL OF FIXTURES.** Lessee shall have the right to remove all removable personal property and movable trade fixtures that it placed on the leased Premises, so long as Lessee is not in default under the terms of this Lease. Lessee shall repair any damage to the leased Premises caused by the removal of the aforesaid.
- 24. SUBORDINATION.** Lessee agrees that its interest under this Lease is subordinate to any mortgages now or hereafter encumbering the Premises and that it will, upon request of Lessor, at all times during the Lease, execute such instruments and documents as may be required by Lessor for the purpose of confirming that Lessee's interest under this Lease is

subordinate to the lien of any mortgage or mortgages, or renewal, replacement or extension thereof, now or hereafter encumbering the Premises; provided, however, that such action shall not require the payment of any money by Lessee other than as provided by the terms of this Lease and further provided that Lessee's use and occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder. Lessee agrees that, from time to time upon request by Lessor, Lessee will execute and deliver to Lessor, or to any mortgagee of Lessor's interest in the Premises a statement in form and content supplied by Lessor certifying (a) that this Lease in unmodified and full force and effect (or if there have been any modifications, identifying the modifications and certifying that the Lease as modified is in full force and effect); (b) the dates to which the rent and any other charges have been paid; (c) the dates of commencement and expiration of the Lease term; (d) that Lessor is not in default in the performance of any of its obligations under the terms of this Lease, or if any such default is claimed, the exact nature thereof in detail; and (e) such other matters as Lessor or any such other party may reasonably request. Any such certificate shall be executed and delivered by Lessee within ten (10) days after request therefor is made.

25. **ADA COMPLIANCE.** Lessee acknowledges that the Premises may constitute a place of public accommodation or commercial facility under Title 111 of the Americans with Disabilities Act ("ADA") and that the ADA is applicable to an owner, a lessee, and a sub-lessee of a place of public accommodation or commercial facility. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, or causes of action of any and every kind and nature arising out of or in any way connected with any ADA liability as a result of Lessee's use of the Premises.
26. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY LESSEE AND LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR ANY PERSON ACTING ON BEHALF OF LESSOR HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. LESSEE FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. LESSEE FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS ITS INITIALS:

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27. **SIGNS.** Lessee may place and maintain on the Premises neat and appropriate temporary signs after obtaining prior written approval of Lessor. No other signs shall be permitted.
28. **UNAUTHORIZED HOLDOVER/ATTORNEY FEES.** In the event Lessee remains in possession of the Premises, without Lessor's prior written consent, after this Lease expires or is terminated, Lessee shall pay to Lessor during the period of such possession rental at twice the rate in effect at the time of the Lease expiration or termination. Lessee agrees to pay, in the event of default under the terms hereof, all costs, expenses and reasonable attorney's fees incurred in the collection of any rents due hereunder or in the enforcement by Lessor of any of the terms and conditions hereof of this Lease, including but not limited to those costs, expenses and reasonable attorney's fees incurred in legal proceedings and/or in contemplation of legal proceedings.
29. **IDENTITY OF INTERESTS.** The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between Lessor and Lessee, the relationship of principal and agent or of a partnership or a joint venture, and the relationship between the parties hereto shall always be and remain that of Landlord and Tenant.
30. **REPRESENTATIONS BY LESSOR.** At the commencement of the term of this Lease, Lessee shall accept the building, improvements and any equipment in their existing condition and state of repair; and Lessee acknowledges that no representations, statements, or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto, except as may be contained in the provisions of this Lease.
31. **SUCCESSORS.** Except as herein provided, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, and Lessor's successors and assigns, and shall be binding upon Lessee, and Lessee's successors and assigns, and shall inure to the benefit of Lessee and only such assignees of Lessee consented to by Lessor pursuant to this Agreement.
32. **SOVEREIGN IMMUNITY.** Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of the Lessor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
33. **GENERAL PROVISIONS:**
- a. **Governing Law: Venue.** This Lease shall be governed in all respects by the laws of the State of Florida, and the parties agree that the appropriate venue for any lawsuit involving issues arising from this Lease shall be Sarasota County, Florida.
  - b. **Notices.** All notices provided for and by this Lease shall be made in writing either: (i) by the actual delivery of the notice into the hands of the party/parties so entitled, or

- (ii) by the mailing of the notice in the United States mail to the last known address of the party so entitled, registered, or certified mail, return receipt requested.
- c. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and the Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- d. Waiver of Default. No waiver by Lessor or any breach by Lessee of any of the terms, covenants, conditions, or stipulations hereof shall be taken as, or construed to be, a waiver of any other or succeeding breach of the same or any other term, covenant, condition, or stipulation hereof.
- e. Time of the Essence. It is understood and agreed by the parties hereto that time is of the essence of this Lease.
- 34. RADON GAS.** Notice to Lessee: 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.
- 35. ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, which may not be changed or modified except by instrument in writing executed by Lessor and Lessee. Any other attempted modification shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the \_\_\_\_\_ day of August, 2023.

WITNESSES:

\_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

**LESSOR**

TRAILER ESTATES PARK  
& RECREATION DISTRICT

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

**LESSEE**

TRAILER ESTATES  
COVENANT CHURCH

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_