

**MARION COUNTY
STANDARD LEASE & CARETAKER AGREEMENT
_____ PARK**

THIS MARION COUNTY STANDARD LEASE & CARETAKER AGREEMENT, hereafter, (this "Lease") made and entered into by and between Marion County, a political subdivision of the State of Florida, having a mailing address of 601 SE 25th Avenue, Ocala, FL 34471, hereinafter "LESSOR" and _____, hereinafter "CARETAKER," and _____, hereinafter "OCCUPANT(S)." CARETAKER and OCCUPANT(S) are hereinafter collectively referred to as "LESSEES."

WITNESSETH

IN CONSIDERATION of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is acknowledged by both parties, the parties hereby covenant and agree as follows:

1. **RESIDENCY:** The parties do mutually agree that LESSEES shall reside in and maintain the residence owned by _____ situated on an area that is approximately _____' X _____' surrounding the residence, which is a portion of Parcel # _____ located at _____, (hereafter the "PREMISES") on site of _____ Park (hereinafter the "Park") rent-free. Rent is provided free of charge in exchange for CARETAKER performing certain duties defined in Section 7, herein ("Caretaker Duties"). The Premises shall be used as a residence only and smoking inside the residence is prohibited if the residence is owned by LESSOR. LESSEES shall comply with all terms and conditions of this Lease and with all rules and regulations of the federal, state and local government.
2. **TERM:** The term of this Lease shall commence on the _____ day of _____, 20____ and end on the _____ day of _____, 20____. LESSOR and CARETAKER, solely, have the right to terminate this Lease with or without cause upon fifteen (15) days written notice to the other party. Any termination notice by CARETAKER serves automatically as a notice to terminate this Lease for all LESSEES and permits LESSOR to immediately inspect the Premises. LESSEES will be responsible for any needed repairs found that are not considered normal wear and tear. Upon expiration or termination of this Lease, LESSEES shall provide LESSOR a forwarding address.
3. **UTILITIES:** LESSOR will provide all water, all sewer and electricity capped at \$_____ per month. Any additional monthly charges or costs associated with occupancy of the Premises will be the responsibility of LESSEES. The electricity account with the utility company is maintained in the name of LESSOR and in the event that the \$300 per month limit is exceeded, LESSOR will provide an invoice to LESSEES for any excess and LESSEES shall remit payment within thirty (30) days of the date of the invoice.
4. **CONDITION OF PREMISES:** By signing this Lease LESSEES agree that LESSEES have inspected the Premises and find all in good order, repair, safe, clean and in acceptable condition. LESSEES further agree that thirty (30) days prior to expiration of the Lease an inspection of the Premises will be performed by LESSOR and that LESSEES will be financially responsible for any needed repairs found that are not considered normal wear and tear.
5. **PETS:** No more than three (3) domesticated pets may reside in and/or on the Premises.

6. **PRIOR LEASES:** This Lease shall supersede, replace and terminate all prior leases between the parties.
7. **CARETAKER DUTIES:** CARETAKER shall perform the following Caretaker Duties:
 - a) Maintain the Premises in good repair, performing routine maintenance including but not limited to cutting grass, weeding and pruning of the landscaping as needed or required. No accumulation of trash, debris, scrap materials or unsightly conditions shall be permitted on the Premises.
 - b) Promptly report any damage or needed repairs noticed to the Premises or Park grounds to appropriate Ranger or LESSOR.
 - c) Advise citizens that are on site of park rules, regulations and hours of operation when necessary.
 - d) Provide citizens that are on Park grounds with emergency access to a telephone when necessary.
 - e) Maintain a presence of authority and security when on Park grounds for deterring and abating nuisances and vandalism and ensuring that citizens comply with all Park rules, regulations and hours of operation.
 - f) Provide security services while on Park grounds for all activities associated with its use by reporting any actions that in any manner conflict with any applicable valid law or regulation of LESSOR or the State of Florida to the appropriate Law Enforcement Agency and/or LESSOR's Parks & Recreation Department.
 - g) Use good judgment and take appropriate actions necessary to ensure safety, security and compliance associated with the use of the Park.
8. **IMPROVEMENTS:** With LESSOR's approval prior to construction, LESSEES have the right to construct improvements at LESSEES' expense, subject to LESSEES' compliance with all federal, state or local laws, ordinances and regulations. All improvements constructed by LESSEES shall become the sole property of LESSOR upon expiration of this Lease.
9. **LESSOR's ACCESS TO THE PREMISES:** LESSOR may enter the Premises in the following circumstances:
 - a) In case of emergency or anytime for the protection or preservation of the Premises.
 - b) After reasonable notice to LESSEES at reasonable times for the purpose of inspecting, improving or repairing the Premises.
10. **ASSIGNMENT:** LESSEES shall not assign this Lease, sublet the Premises or any part thereof or permit the same to be used for any other purpose than as provided herein.
11. **LEAD BASED PAINT WARNING:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LESSOR must disclose the presence of known lead-based paint and / or lead-based paint hazards in any dwelling and provide LESSEES with a federally approved pamphlet on lead poisoning prevention. LESSOR has no knowledge of lead-based paint and/or lead-based paint hazards on the Premises. By signing this Lease LESSEES acknowledge receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

12. **TAXES:** LESSEES shall be responsible for payment of all taxes levied against the residential improvements, if any, upon notification by the Property Appraiser's Office.
13. **INSURANCE:** LESSEES shall provide, prior to the commencement date of this Lease, at LESSEES' own expense, a liability insurance policy issued by a company authorized to do business in the State of Florida, showing the "Marion County, a Political Subdivision of the State of Florida" as an additional insured or additional interested party. The limit of insurance must have a minimum limit of \$100,000 per occurrence and a \$300,000 annual aggregate.
14. **INDEMNITY:** As further consideration for LESSEES' rent-free occupancy of the Premises, LESSEES agree to indemnify and hold harmless LESSOR from and against any claims, suits, demands, or judgments arising out of the acts or omissions of LESSEES with respect to the Premises.
15. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

(a) By certified mail, return receipt requested to:

AS TO LESSOR: Marion County
Office of the County Engineer
412 S.E. 25th Ave.
Ocala, FL 34471

CC: Marion County
Parks & Recreation
111 SE 25th Ave.
Ocala, FL 34471

AS TO LESSEES: _____

Or to such other addresses as LESSOR or LESSEES shall specify in a writing to the other party.

(b) The notice may also be served by personal delivery to LESSOR or LESSEES.

16. **AMENDMENTS:** This Lease may be amended only by the mutual written consent of all parties.

This space intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease on the date of the last signature below.

WITNESSES:

Signature

Print Name

Signature

Print Name

LESSOR:
MARION COUNTY

COUNTY ADMINISTRATOR

Date

LESSEES:

Signature _____ Date

Print Name _____,CARETAKER

Signature _____ Date

Print Name _____,OCCUPANT