



Agreement between Gulf Harbor Marina Condominium Association, Inc
And
Cool Breeze Watersports, Inc
And
Kool Florida Holdings LLC
May 9, 2025

This agreement made and entered into May 9, 2025, by and between Gulf Harbor Marina Condominium Association, Inc. herein referred to as Gulf Harbor Marina or Association and Cool Breeze Watersports, Inc/Kool Florida Holdings LLC herein referred to as Cool Breeze.

Cool Breeze agrees to abide by the Allocation of Commercial Limited Common Expenses as described in F-1 (Copy attached). The Board will advise on a yearly basis the amount due monthly for Limited Common Expenses according to the Declaration of Condominium for Gulf Harbor Marina (Section 2.7)

The 2025 monthly amount due for C-16 is \$546.85.

There is agreement that Cool Breeze will pay \$7500.00 for the years 2020-2024. Cool Breeze will pay \$312.50 per month over a period of 24 months commencing on June 1, 2025, with the last payment of \$312.50 paid on May 1, 2027.

TERM

Additionally, Cool Breeze will lease Commercial Unit C-17 at a monthly fee of \$100.00. The payment will be made monthly. The agreement shall be automatically renewed on a Month-to-Month basis unless either Gulf Harbor Marina or Cool Breeze gives the other 30 day written notice.

INSURANCE

To the fullest extent permitted by law, Cool Breeze shall indemnify and hold harmless Gulf Harbor Marina, all board members and any other parties with interest within the Association from any and all liability for damage to persons or property upon the premises by reason of tenants' occupancy or activity.

Cool Breeze will maintain general liability insurance with a limit of not less than one million dollars (\$1,000,000.00) for any one person and not less than three million dollars



(\$3,000,000.00) for any one occurrence. Such policy of insurance shall show Gulf Harbor Marina, all board members and any other parties with interest within the association as an additional insured. Cool Breeze will deliver copies of any policies required.

Cool Breeze shall obtain and maintain Worker's Compensation insurance as is required by the State of Florida if Worker's Compensation is required.

Cool Breeze shall not do or permit any act to be done upon the leased premises which would:

-Jeopardize or be in conflict with the fire insurance policies covering the building and fixtures and property in the building.

-Subject Gulf Harbor Marina, all Board Members and any other parties with interest within the association to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried out upon the premises.

Indemnification and Hold Harmless

Cool Breeze shall indemnify and hold harmless Gulf Harbor Marina, all Board Members and any other parties with interest within the Association from any liability that may transpire by reason of Cool Breeze's failure to comply with the terms of this lease. Cool Breeze shall indemnify and hold harmless Gulf Harbor Marina, all Board Members and any other parties with interest within the Association from all fines, suits, proceedings, claims and actions of any kind by Cool Breeze, its agents, employees, guests, visitors or any other person arising out of or in any way associated with Cool Breeze's use or occupancy of the leased premises or arising by reasons of any breach or non-performance by Cool Breeze of any provision in this lease. Cool Breeze shall defend any and all actions, suits or proceedings which may be brought against Gulf Harbor Marina, all Board Members and any other parties with interest within the Association or in which Gulf Harbor Marina, all Board Members and any other parties with interest with the Association may be implemented or joined with others arising out of or in any way associated with Cool Breeze's use or occupancy of the leased premises.

Assignment of Lease

This lease is non assignable without approval of the Gulf Harbor Marina Board of Directors.



This lease shall be construed and enforced according to the laws of the State of Florida. This lease is entered into in Sarasota County, Florida and Sarasota County, Florida, shall be the only venue for any litigation arising out of the lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered on the 13th of May 2025 in the presence of

Witnesses

Gulf Harbor Marina Condominium
Association, Inc

[Signature]
[Signature]

By: Nancy L. Adams
President 5/15/25

Cool Breeze
By: [Signature]
Owner 5/15/25