

COMMERCIAL LEASE/RENTAL AGREEMENT

This agreement made this 25th day of April 2025, is between Marie Desir (hereinafter called Management) and LD Caribbean Cuisine Inc (hereinafter called Resident). Management leases to Resident, and Resident rents from Management, residential unit located at 2610 Ave G, NW, Winter Haven, FL 33880 (hereafter called premises), under the following conditions:

- TERM: 1. The initial term of this lease shall be 5 years, beginning April 25, 2025 and ending Noon, (mo./day) April 24, 2030.
- POSSESSION: 2. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- RENT: 3. Rent is payable monthly, in advance, at a rate of One thousand two hundred sixty-four dollars (\$1264.00), per month, during the term of this agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay by money order only; sending payment to 114 Colleen Ct, Auburndale, FL 33823.
- RENT DISCOUNT: 4. Time is of the essence of this agreement. If the rent is accepted before the close of the business day, on the 4th of each month the rate will be One thousand two hundred sixty-four dollars (\$1264.00), any returned check will be considered as unpaid rent and not subject to discount.
- EVICTON: 5. If the rent called for in Paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his/her family and pos-sessions evicted from the premises.
- INDEMNIFICATION DEPOSIT: 6. Management acknowledges receipt of zero dollars (\$0.00), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a \$50 carpet cleaning charge, thirty (30) days after the residence is vacated if:
- (a) Lease term has expired, or agreement has been terminated by both parties; and
 - (b) All monies due Management by Resident have been paid; and
 - (c) Residence is not damaged and is left in its original condition, normal wear and tear expected, and
 - (d) Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
 - (e) Deposit will not be returned if Resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment.
- RENEWAL TERM: 7. It is the intent of both parties that this lease is for a period of 60 months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages, and the Resident will owe rent through the last day of occupancy.
- SUBLET: 8. Resident may not sublet residence or assign this lease without written consent of Management.
- CREDIT APPLICATION: 9. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this Rental Agreement with Resident. Resident and Management agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this Rental Agreement. Resident further agrees if he/she has falsified any statement on said application, Management has the right to terminate Rental Agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees, in event Management exercises its option to terminate Rental Agreement, Resident will remove him or herself, his/her family, or

employee(s) and possessions from the premises within 24 hours of notification from Management of the termination of his lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set off" for the security deposit and prepaid rent which was forfeited as liquidated damages.

**FIRE AND
CASUALTY:**

10. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate Rental Agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the Rental Agreement hereby created is terminated. If Management elects to repair damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs, Resident has vacated and removed Resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for reoccupancy.

HOLD OVER:

11. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.

RIGHT OF ACCESS:

12. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

USE:

13. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signator on the Rental Agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their residence.

PROPERTY LOSS:

14. Management shall not be liable for damage to Resident's property for any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests. Tenant shall deliver to Management, upon demand of Management, evidence of such insurance, paid in full for the term hereof, with coverages and in amounts as are reasonable and customary, and naming Management (and any other parties designated by Management) as additional insureds there under.

PETS:

15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

INDEMNIFICATION:

16. Resident releases Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against residence as a result of Resident's action.

**FAILURE OF MAN-
AGEMENT TO ACT:**

17. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

**REMEDIES
CUMULATIVE:**

18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay to Management all expenses incurred in connection therewith including reasonable attorney's fees.

NOTICES:

19. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

REPAIRS:

20. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first \$25 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Management.

ABANDONMENT: 21. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property remaining on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and the title thereto shall vest in Management.

MORTGAGEE'S RIGHTS: 22. Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this Paragraph.

RULES AND REGULATIONS: 23. (a) Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached X to the outside of the building.

(b) Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.

(c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

(d) Radio or television aerials shall not be placed or erected on the roof or exterior.

(e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management there for.

(f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in anyway increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.

(g) Walls: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets maybe placed in walls, woodwork, or any part of residence.

(h) Guest: Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Management's rules and regulation may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without permission of Management: otherwise, a \$10 per day guest charge will be due Management.

(i) Noise: All radios, television sets, stereos, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.

(j) Maintenance, Repairs, or Alterations: Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein, and shall surrender the same at termination thereof, in as good condition as received, normal wear and tear expected. Lessee shall be responsible for damages caused by his/her negligence and that of his/her family, invitees or guests. Lessee shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are part of the premises and are exclusively for use of the Lessee.

(k) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgement, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

ENTIRE AGREEMENT: 24. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this Rental Agreement is invalid, for any reason, such invalidity shall not void the remainder of the Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

Raymond Desir/SIGNATOR FOR LD CARIBBEAN CRUISE INC

Business owner/manager

Marie Desir

Management

Business owner/manager

House Of Prayer Worship & Praise Center
2681 Ave G NW
Winter Haven, FL 33880
(863) 875-6109
gusfowler79@gmail.com

Date: June 1, 2025

To:
Polk County Beer and Wine Licensing Department

Subject: Letter of Approval for Beer and Wine License Near Church Property

Dear Licensing Department,

I am writing to you in my capacity as the pastor of House Of Prayer Worship & Praise Center, located at [2681 Ave G NW, Winter Haven, FL 33880, which is in proximity to the restaurant establishment known as *LD Caribbean Cuisine INC.*

After thoughtful consideration and consultation with our church leadership, I wish to inform the department that we have no objection to the issuance of a beer and wine license to LD Caribbean Cuisine INC. We understand that in certain cases, the proximity of a church may be a determining factor in the licensing decision. If that is the case here, please accept this letter as our formal approval for the license to be granted.

We appreciate your diligence in considering the views of the community and trust that your department will continue to uphold responsible and fair licensing practices.

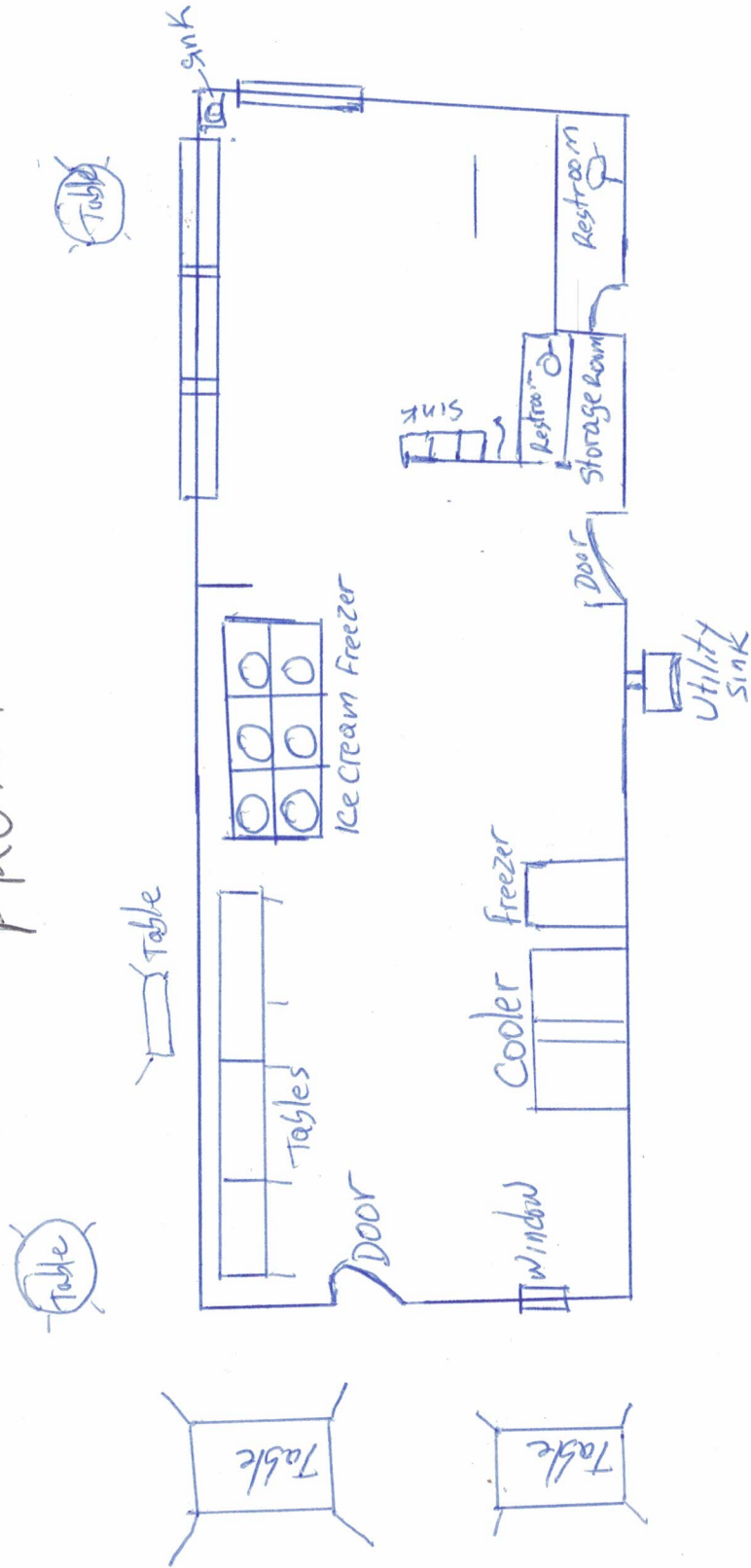
Please feel free to contact me if any additional information or clarification is needed.

Sincerely,

House of Prayer Worship & Praise Center
Pastor, Gus Fowler
(863) 242-2336
gusfowler79@gmail.com

A handwritten signature in cursive script that reads "Pastor Gus Fowler". The signature is written in dark ink and is positioned below the typed name and contact information.

FRONT



BACK

