

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF THE LEASE AGREEMENT is made and entered into this 17th day of February 2025, by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and FUREVER HOME ANIMAL RESCUE, INC., a Florida not for profit Corporation, hereinafter referred to as "TENANT."

WHEREAS, the parties entered into a lease agreement on May 5, 2020 for the lease by the TENANT of certain property located at 2605 Flake Road, Titusville, FL, which is owned by the COUNTY (hereinafter "Property");

WHEREAS, the TENANT wishes to terminate the lease, vacating the Property and relinquishing the Property to the COUNTY;

WHEREAS, the COUNTY has determined it is the best interest of the public that the tenancy be mutually terminated.

WHEREAS, the parties agree to go their separate ways, waiving any damages and payments that may arguably be due from one party to the other party.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. RECITALS. The foregoing recitals are incorporated herein.
2. The TENANT wishes to cease to use the Property as an animal shelter pursuant to Paragraphs 5 and 21 of the lease and agrees this results in the termination of the lease. Further, per Paragraph 5, the Tenant agrees the COUNTY has the right to re-enter and repossess the Property.
3. The effective termination date and time of the tenancy will be 5:00p.m. February 17, 2025.
4. The TENANT shall be entitled to remove its personal property such as blankets, sheets, towels, etc., pet food/treats, food dishes, cat litter, pet toys, collars/leashes, pet care supplies/medications, shelter cleaning supplies, office supplies, pet beds, pet carriers, wire kennels, air crates, 3 retriever kennels, washing machine and dryer, window air conditioning units, portable heating units, cameras installed by the TENANT, etc.. If the TENANT leaves any of the items listed above in the shelter facility on the Property at the time the keys for the shelter are returned to the COUNTY, such items become the property of the COUNTY.
5. The TENANT will relocate all animals currently under its care to other appropriate animal shelters or arrange for adoptions by February 17, 2025.
6. The TENANT agrees to surrender its Notice of Approval and Certificate of Approval to Operate an Animal Care Facility issued to Furever Home (Animal) Rescue, Certificate date 2/8/24, by the Brevard County Sheriff's Office. Effective February 17, 2025, 5:00 p.m., Furever Home Rescue (Furever Home Animal Rescue) is no longer authorized to operate an Animal Care Facility (Chapter 14, Article III, Animal Care Facilities, Brevard County Code) under the Certificate dated 2/8/24.
7. The TENANT agrees that the COUNTY does not owe the TENANT any amount of money pursuant to Paragraph 20.C. of the lease and that the TENANT does not assert, and

specifically waives, any right for additional time to correct violations or default under the lease. Likewise, the COUNTY waives any claim for damages against the TENANT related to the condition of the Property.

8. This Termination of Lease Agreement represents the understanding between the parties in its entirety and no other agreements, oral or written, exist between the COUNTY and the TENANT.

IN WITNESS WHEREOF, the parties have caused this Termination of Lease Agreement to be executed by its duly authorized representatives, effective as of the date stated above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY


Rachel M. Sadoff, Clerk

Rob Feltner, Chairman


As approved by the Board on April 8, 2025


Date Signed: _____


Reviewed for legal form and content:


Asst. County Attorney

TENANT: FUREVER HOMES ANIMAL
RESCUE, INC.


Jenelle Scurlock, President


Witness Richard D. Lause


Witness Dale Bell