



LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease or Agreement) entered into this ___ day of _____, 20__ between _____, (the Lessor), and the UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate (USF).

WITNESSETH:

That the parties to this Agreement, in consideration of the mutual covenants and stipulations set herein agree as follows:

1. DEFINITION OF TERMS:

- a. The term Lease or Agreement includes any renewals, extensions or modifications of this Agreement.
- b. The terms Lessor and USF include the successors and assigns for the parties hereto.
- c. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

2. PREMISES:

The Lessor leases to USF, for the term provided below, those certain premises in _____ (City), _____ (County), Florida, _____ (Premises) which constitute an aggregate area of _____ square feet of net rentable space measured in _____ accordance with the State University System Standard Method of Space Measurement at the rate of \$ _____ per square foot per year.

LOCATION OF PREMISES: _____

3. TERM

TO HAVE AND TO HOLD the Premises for a term commencing on the _____ day of _____, 20____, continuing to and including the _____ day of _____, 20____.

4. RENTALS

USF agrees to pay the Lessor _____ (\$_____) per month for the rental for the Premises for the term of the Lease. The rent for the first month shall be prorated and shall be payable on the day of occupancy, and thereafter the rent shall be payable on the last day of each month beginning with the first full month of occupancy.

USF WILL SEND PAYMENT TO LESSOR AT: LESSOR TO MAIL INVOICE TO USF AT:

5. GOVERNING LAW: This Lease is governed by the laws of the State of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. The University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to perform its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization. Vendor submits to the personal jurisdiction of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Hillsborough County, Florida.

USF: _____

6. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

- a. The Lessor will furnish at its expense, heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Agreement.

- b. The Lessor will maintain thermostats in the Premises at 65 degrees Fahrenheit during the heating season and 78 degrees Fahrenheit during the cooling season, except where special environmental conditions may be determined necessary by USF; and Lessor certifies that boilers therein have been calibrated to permit the most efficient operation.
- c. The Lessor will furnish janitorial services, including but not limited to air conditioning and plumbing repairs, and all necessary janitorial supplies for the Premises during the term of the Agreement at the Lessor's expense.

7. LIGHT FIXTURES

- a. The Lessor agrees to install in the Premises light fixtures for the use of USF prior to the first day of the lease term. The Lessor is responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures.
- b. The Lessor certifies that the lighting levels maintained within the Premises do not exceed the following levels: 15 footcandles in hall and corridors; 50 footcandles in other public areas, reception areas; 50 footcandles in office, conference room, training rooms, shipping and handling areas.

8. MAINTENANCE AND REPAIRS

- a. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. USF shall keep the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Agreement, reasonable wear and tear and unavoidable casualties excepted.
- b. The Lessor shall maintain and keep in repair the exterior of the Premises and is responsible for the replacement of all windows broken or damaged in the Premises, except when such breakage or damage is caused by USF, its officers, agents or employees.
- c. The Lessor shall maintain the interior and exterior of the Premises so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this Agreement.
- d. Lessor will provide necessary portable fire extinguishers and maintenance on such.

9. UTILITIES

The Lessor will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by USF on the premises, and will provide monthly energy consumption and cost data pursuant to Section 255.257, Florida Statutes as requested by USF.

USF LEASE NO. _____

10. HANDICAPPED STANDARDS AND ALTERATIONS

- a. The Lessor certifies that the Premises now conform, or that, prior to USF's occupancy, the Premises shall, at Lessor's expense, be brought into conformance with the requirements of Section 255.21 and 255.211, Florida Statutes. As a condition of this Lease, the Lessor warrants that the Premises comply with ADA requirements.
- b. USF has the right to make any alterations to the Premises after obtaining the written consent of the Lessor. The Lessor shall not unreasonably withhold consent for such alterations.

11. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All of USF's property kept on the Premises during the Lease shall be on the Premises at the sole

risk of USF, and except for any negligence of the Lessor, the Lessor shall not be liable to USF or any other person for any injury, loss or damage to such property on the Premises.

12. FIRE AND OTHER HAZARDS

- a. In the event the Premises, or the major part thereof, are destroyed, the Lessor, at its option, may forthwith repair the damage to such Premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs. The Lessor will immediately refund the pro rata part of any rentals paid in advance by USF prior to such destruction. In the event the

Premises are only partly destroyed, so that the major part thereof is usable by USF, the rental will abate to the extent that the injured or damaged part bears to the whole of the Premises, and such injury or damage shall be restored by the Lessor as speedily as is practicable. Upon the completion of such repairs, the full rental shall commence.

b. The Lessor shall provide for fire protection in accordance with the fire safety standards of the State Fire Marshal. The Lessor is responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the Premises are available for inspection by the State Fire Marshal, prior to occupancy by USF, and at any reasonable time thereafter.

13. EXPIRATION OF TERM

At the expiration of the lease, USF will peaceably yield up to the Lessor the Premises in good and tenantable repair. It is understood and agreed between the parties that USF shall have the right to remove from the Premises all personal property of USF and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by USF, provided that Lessee restores the Premises to as good a state of repair as it was prior to the removal.

14. SUBLETTING AND ASSIGNMENT

USF, upon obtaining the written consent of the Lessor, which shall not be unreasonably withheld, has the right to sublet or assign all or any part of the Premises.

15. NOT CONSENT TO SUE

The provisions, terms and conditions of this Agreement shall not be construed as a consent of USF or the State of Florida to be sued because of said lease hold.

16. WAIVER OF DEFAULTS

Either party's waiver of any breach of this Agreement shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

17. RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease.

USF LEASE NO. _____

18. BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this Agreement, if USF neglects or fails to perform or observe any of its covenants herein contained, and such default shall continue for a period of thirty (30) days after receipt of Lessor's written notice thereof, then the Lessor lawfully may, without further notice or demand, enter into and upon the Premises, and repossess the same as their former estate. The Lessor may expel USF and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this Agreement shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of USF's covenants herein contained.

19. ACKNOWLEDGEMENT OR ASSIGNMENT

USF, upon the request of the Lessor, shall execute acknowledgment or assignment of rentals and profits made by the Lessor to any third person, firm or corporation, provided the Lessor may not make such request unless required to do so by the Mortgagee under a mortgage, executed by the Lessor.

20. TAXES, INSURANCE AND COMMISSIONS

- a. Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor is not required to carry fire insurance on the person or property of USF or any other person or property which is placed in the Premises.
- c. Lessor agrees, covenants, certifies, and warrants to USF that no portion of the rent payable pursuant to this Agreement includes, represents, is based on, or is attributable to any commission or fee which is the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent, or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the Premises to USF.

21. AVAILABILITY OF FUNDS

USF's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and/or the availability of designated funds through contract or grant programs.

22. USE OF PREMISES

USF will not make any occupancy or improper or offensive use of the Premises, which is contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the Premises are located.

23. RENTAL

USF may renew this Agreement for an additional _____ year(s) upon the same terms and conditions. If USF desires to renew this Agreement, USF shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of this Agreement.

24. RIGHT TO TERMINATE

USF has the right to terminate, without penalty, this Agreement in the event a State or University-owned building becomes available to USF for occupancy for the purposes for which this space is being leased upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

25. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

USF LEASE NO. _____

26. NOTICES

All notices required to be served upon the Lessor shall be served by registered or certified mail, return receipt requested, at:

Name: _____
Address: _____
City/State: _____
Zip Code: _____

and all notices required to be served upon USF shall be served by registered or certified mail, return receipt requested at:

Name: University of South Florida
Address: 3702 Spectrum Blvd., Suite 135
City/State: Tampa, FL
Zip Code: 33612

27. ADA REQUIREMENTS

As a condition of this Agreement, the Lessor agrees to comply with ADA Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Regulations Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

28. ADDITIONAL TERMS (Check One)

Any and all additional covenants or conditions appear on the attached Exhibit #1, and are incorporated by this reference.

No additional covenants or conditions form a part of this Lease.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose herein expressed, the day and year above written.

If Lessor is an individual:
Signed, sealed and delivered
in the presence of:

LESSOR:

If Lessor is a Corporation:

Name of Corporation

ATTEST: _____
Secretary President

By:

(Corporate Seal)

LESSEE: UNIVERSITY OF SOUTH
FLORIDA BOARD OF
TRUSTEES, a public body
corporate

ATTEST: _____

By:

Tom DiBella
Associate Director
Purchasing & Financial Services

Form Revised: 6/25/04
Saved: Lease

DISCLOSURE STATEMENT

Authority: 255.249 (2)(h)(i)

Check One: ___ Privately Owned ___ Entity Holding Title

Name of Building: _____

Street Address: _____

City: _____ County: _____

This is to certify that the following individual(s) hold(s) 4% or more interest and/or the following public official(s), agent(s) or employee(s) hold(s) any interest in the property or in the entity holding title to the property being leased to the state.

PRINCIPAL			
NAME	HOME ADDRESS CITY/STATE/ZIP	OCCUPATION & ADDRESS	PERCENT OF INTEREST

The equity of all others holding interest in the above named property totals:

If a public official, agent or employee provide:

Name of individual: _____

Name of public agency: _____

Position held: _____

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, which stock is for sale to the general public.

____ Yes ____ No

(Notary certificate for an individual)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__, by _____.

Signature

NOTARY PUBLIC

Signature
State of Florida

Print Name

(Notary Stamp)

Personally Known ____ or Produced Identification
Type of Identification Produced: _____

(Notary certificate for an acknowledgement in a representative capacity)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 20__, by _____.

Signature

NOTARY PUBLIC

Signature
State of Florida

Print Name

(Notary Stamp)

Personally Known _____ or Produced Identification

Type of Identification Produced: _____

Form Revised: 6/25/04