



LEASE AGREEMENT

THE COLLEGE OF THE FLORIDA KEYS (CFK)

to

**STATE OF FLORIDA, DEPARTMENT OF HEALTH, MONROE COUNTY HEALTH
DEPARTMENT**

Premises: The College of the Florida Keys
5901 College Road
Key West, FL 33040
Rooms A127, 1510, 1511 and 1512

Commencement Date: July 1, 2024

LEASE AGREEMENT

1. **Parties:** This Lease Agreement (“Lease”) dated this 01 day of June, 2024 is entered into by and between the Landlord and Tenant, who are identified as follows:

Landlord:

The College of the Florida Keys (CFK)
c/o Dr. Brittany Snyder
5901 College Road
Key West, FL 33040

with a copy to:

Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
Attn: Bryan Hawks

Tenant:

State of Florida, Department of Health, Monroe County Health Department
1100 Simonton Street
Key West, FL 33040

with a copy to:

2. **Leased Premises:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth on **Exhibit A** (“Leased Premises”) subject to the terms, covenants and conditions set forth in this Lease located in the building containing the Leased Premises (the “Building”) located on the campus of the College of the Florida Keys.

3. **Use of Leased Premises:** Tenant represents to Landlord that it will use the Leased Premises for the purpose of a medical clinic to provide general health services to the general public, students and employees Landlord and students of the CFK Academy Public Charter High School under the name “Tuga Clinic”. Tenant shall not use the Leased Premises for any other purpose without written consent of the Landlord. In addition, Tenant agrees that its use of the Leased Premises will not violate and that Tenant shall, at its sole cost and expense, comply with all local zoning laws, applicable fire or health regulations, or any other Applicable Laws (as defined below) now or hereafter promulgated relating to the Leased Premises, along with all requirements of the Florida Department of Health. Tenant shall comply with the reasonable requirements of the insurer of the building and lands in and upon which the Leased Premises are located. Tenant shall not make any use of the Leased Premises which will adversely affect its insurability or insurance rates.

Tenant shall procure from all governmental authorities having jurisdiction of the Leased Premises all licenses, certificates, permits and other authorizations which may be necessary for the conduct of Tenant's operations and occupancy of the Leased Premises and shall comply with all Applicable Laws at all times during the Term, including, without limitation, the Americans with Disabilities Act (both federal and Florida), Department of Transportation, Department of Environmental Protection, Environmental Protection Agency, Food and Drug Administration and Florida Department of Health regulations. Tenant and its use of the Leased Premises shall not materially interfere with the other activities in the Building or the college campus and Tenant shall comply with the Rules and Regulations of Landlord as set forth on **Exhibit C**, as may be amended.

4. **Term of the Lease:** This Lease is for a term of three (3) years (the "Term") commencing July 1, 2024 (the "Commencement Date"), and ending June 30, 2027 ("Expiration Date"). Notwithstanding anything to the contrary in this Lease, either party may terminate this Lease in writing by providing the other party with sixty (60) days' written notice thereof.

5. **Premises in "AS-IS" Condition:** Tenant shall be deemed to have accepted the Leased Premises in its "AS-IS" condition as of the Commencement Date, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Leased Premises or any portion of the Building as a result of Tenant's Lease.

6. **Rent:** No base rent or operating expense reimbursement shall be due from the Tenant for the Leased Premises.

7. **Payment of Charges:** Tenant shall pay to Landlord any monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Charges") in lawful money of the United States, without offset or deduction, within thirty (30) days after receipt of an invoice from Landlord regarding such Charges and shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant.

8. **Security Deposit:** No Security Deposit shall be due under this Lease.

9. **Utilities and Service Responsibilities:** Commencing on the Commencement Date of this Lease:

a. **Electric, Water and Sewer.** Landlord shall provide and pay for utilities (electricity, water, sewer) for the Leased Premises

b. **Janitorial and Trash.** Landlord shall provide for basic cleaning of the Leased Premises and general office trash collection and removal for the Leased Premises.

c. **Medical Waste.** Tenant shall be responsible at its sole cost for medical, special and infectious waste ("Medical Waste") removal, collection, maintenance and storage within the Leased Premises in accordance with all Applicable Laws. Tenant shall not permit the the mixing or disposal of Medical Waste with general office refuse or place in the trash cans servicing the Building or the college campus. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure

to comply with the terms of this Section 10(c.), which terms survive the expiration or earlier termination of this Lease.

d. Telephone, WIFI, Internet and Computer Systems. Tenant shall provide for, at its own cost, including installation thereof, its own telephone, WIFI, internet service and computer systems. Tenant shall remove any such systems upon the expiration of this Lease if required by Landlord.

e. Limited Landlord Liability. Landlord shall have no obligation or liability and Tenant hereby waives any claim against Landlord for any damages or problems with utilities being in any way inadequate, do not satisfy Tenant's requirements, are interrupted, curtailed, discontinued, disconnected, terminated, damaged, or otherwise interfered with, or fail, except to the extent caused by the negligence or willful misconduct of Landlord

10. Maintenance, Repair and Replacement of the Leased Premises: Landlord will keep the Building and all common areas of same in good order, condition and repair and maintenance, including all equipment or facilities specifically serving and located within the Leased Premises, such as plumbing, air conditioning/HVAC system, ventilating, electrical, lighting facilities, fire protection/life safety systems, fire hose connectors, fixtures, walls (interior and exterior), ceilings, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways, drains, gutters, down spouts, floors, windows, doors, plate glass, and skylights. Tenant shall, at Tenant's own expense, keep and maintain the Leased Premises in good clean and organized order. Landlord's obligations to repair, maintain and replace as set forth above, shall not apply if the damage to the Leased Premises or Building or the repair or replacement is necessitated as a result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired or replaced by Tenant at its sole cost. If Tenant fails to make such repair in a commercially reasonable timeline, Landlord at its option, may at Tenant's expense repair any damage caused by Tenant Acts and such cost shall be considered Charges.

11. Alterations and Improvements: Tenant shall not make nor cause to be made any alterations and improvements in, on, under or about the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Upon Landlord consent being received, Tenant shall bear the sole cost of such alterations and improvements. Alterations and improvements are further described as any change or addition to the building, grounds, or boundaries of the Leased Premises. This includes personal property, equipment, machinery, trade fixtures and installations that are attached, fastened or installed on the Leased Premises. Tenant will obtain, at its sole cost and expense, all permits and approvals required in connection with any alterations or installations and Landlord shall reasonably approve all plans prior to the commencement of such work. All contractors working on such work shall be licensed in the state of Florida and have appropriate insurance for such work, which insurance shall name Landlord as additional insured. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to

the right to file any lien against Landlord's interest in the Leased Premises. Tenant shall promptly pay for all materials supplied and work done in respect of the Leased Premises so as to ensure that no lien is recorded against any portion of the Building or Premises or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within thirty (30) days by payment or bonding or shall be in default under this Lease. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Leased Premises shall be subject to any lien for improvements made by Tenant in or for the Leased Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Leased Premises of the existence of said prohibition. Landlord shall have the right to post and keep posted at all reasonable times on the Leased Premises any notices which Landlord shall be required so to post for the protection of Landlord and the Leased Premises from any such lien. Tenant agrees to promptly execute such instruments in recordable form in accordance with the terms and provisions of Section 713.10, Florida Statutes, as are necessary to give public notice of the terms and conditions hereof.

12. **Signs:** Tenant shall have the right to place signage upon the exterior of the Leased Premises upon Landlord's written consent. All governmental approvals required to erect signage shall be obtained at Tenant's sole cost and expense. Any sign erected shall be removed by the Tenant upon the expiration of this Lease and Tenant shall restore the Leased Premises to its original condition at its cost.

13. **Parking and Security:** Tenant may use available unreserved parking spaces on the campus on a first come first served basis. Vehicles that block the ingress, egress, and access of others may be towed at Tenant's cost.

Landlord is not required to provide any security services for the Leased Premises or Building or parking lot. Landlord shall have no liability to Tenant, its employees, agents, invitees, or licensees for losses due to personal injury, theft, or burglary, or for damages done by any third party.

14. **Access:** Landlord and Landlord's agents shall have the right to enter the Leased Premises at any time, in the case of an emergency, and otherwise at reasonable times with 24 hours' notice, provided that Landlord shall use commercially reasonable efforts to not materially interfere with Tenant's use and enjoyment of the Leased Premises.

Tenant shall have access to the Leased Premises 24 hours a day via keys provided on the Commencement Date.

15. **Taxes:** Tenant shall be responsible for, and shall pay before delinquency, all municipal, county, and state taxes assessed for its personal property in relation to, and assessed against, the Leased Premises during the Term, as applicable.

16. **Indemnification and Insurance:**

a. Landlord and Tenant agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As Tenant is an instrumentality of the State, Tenant has the statutory protection of sovereign immunity as described in Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of Tenant's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party.

b. Tenant is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the Florida Department of Financial Services. Tenant certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Tenant, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Tenant will convey a copy of its current Certificate of Coverage upon request.

17. **Waiver of Subrogation:** With respect to fire and extended coverage insurance policies of Tenant, and only to the extent that such policies permit, Landlord hereby releases Tenant from liability for loss or damages on or to the Leased Premises or the contents thereof to the extent such loss or damages is covered by such policies.

18. **Environmental and Hazardous Waste Provisions:**

a. **Use Restrictions.** Tenant shall not use the Leased Premises or the Building for the storage, treatment, generation, transportation, processing, handling or disposal of any Hazardous Substance (defined below) in violation of any Environmental Laws (defined below). Further, Tenant shall not cause or in any way directly or indirectly contribute to any condition that is or may be characterized by any federal, state or local government or agency as an actual or potential threat or endangerment to health or the environment. Tenant acknowledges that failure to dispose, store or adequately monitor Hazardous Substances on the Leased Premises in accordance with Environmental laws shall be an Event of Default under this Lease and Tenant shall be responsible for all costs required in remediating such issues so that the Leased Premises is returned to the condition as of the commencement of the Term. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 19(a.), which terms survive the expiration or earlier termination of this Lease.

b. **Moisture and Mold.** For purposes hereof, "Mold" is defined as the indoor presence or growth of mold, mildew, fungus and/or the presence of materials containing any of them. Tenant understands and acknowledges that the Leased Premises is located in a region with a climate that is conducive to the growth of Mold. Tenant further understands and acknowledges that maintaining an acceptable indoor environment is an ongoing effort and that changes in occupancy, remodeling, maintenance procedures, and many other factors can have a significant effect on an indoor environment. Tenant must immediately remedy any leaks, moisture or water intrusion observed by Tenant. Landlord shall not be responsible or liable at any time to Tenant,

or to those claiming by, through or under Tenant, for any claim for loss of life, bodily or personal injury, personal property damage, damage to property or business, advertising injury, or for business interruption or relocation expense and/or any other claim arising out of and/or caused directly or indirectly by the actual, alleged or threatened existence, discharge, dispersal, transmission, migration, release, or exposure to Mold, at any time now or hereafter found within, upon and/or about the Leased Premises, regardless of the cause thereof, including any negligence by Landlord, that contributes concurrently or in any sequence to the loss or damage.

c. Definitions. For purposes of this Paragraph,

i. “Hazardous Substances” means, without limitation, Medical Waste, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulations, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials including, without limitation, those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), or any other applicable Environmental Laws and in the regulations adopted pursuant thereto; and

ii. “Environmental Laws” means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

19. **Assignment or Subletting:** Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber or sublet all or any part of Tenant's interest in this Lease or in the Leased Premises. Any such action of the Tenant shall be deemed an Event of Default under this Lease.

20. **Public Records Law:** Landlord and Tenant shall comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida (collectively, the “Public Records Laws”) and shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control which are subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Lease. This provision shall survive any termination or expiration of the Lease.

21. **Fire, Tropical Weather Event, or Casualty:** If the Leased Premises should be damaged by fire, tropical weather event or other casualty during the Term of the Lease:

a. If part of the Leased Premises are unfit for tenancy but Tenant can reasonably occupy the balance of the Leased Premises and use them for their intended purpose,

the parties shall reasonably agree whether to continue or terminate this Lease for the portion of the Leased Premises which can be so occupied.

b. If Landlord's reasonable estimate of the time required for repair exceeds three hundred sixty-five (365) days, the Landlord or Tenant may terminate this Lease.

c. Tenant will give full cooperation in permitting the repairs, including temporarily vacating the Leased Premises if requested by Landlord.

d. Tenant's termination rights under this Paragraph 22 shall not apply if the damage to the Leased Premises or Building is the result of any Tenant Acts. Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from Tenant Acts.

22. **Condemnation:** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or pursuant to any reversion or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"). If less than the whole of the Leased Premises, or less than such portion thereof as will make the Leased Premises unusable for the purposes leased hereunder, shall be taken, the parties shall reasonably agree whether to continue or terminate this Lease. All compensation awarded or paid upon a total or partial taking of the Leased Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant, improvements paid for by Tenant, and moving and other reasonable relocation expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

23. **Surrender of Possession:** Tenant shall surrender possession of the Leased Premises to Landlord upon expiration of the Term of this Lease, in the same condition as on the Commencement Date, normal wear and tear accepted, and in accordance with **Exhibit B** in broom clean condition. Any personal property of Tenant's left in the Building or Leased Premises shall become the property of the Landlord or shall be returned to the Tenant at the Tenant's cost.

24. **Events of Default:** Tenant shall be in default under this Lease upon the happening of any of the following events (each an "Event of Default"):

- a. The Abandonment of the Leased Premises by Tenant;
- b. Failure of the Tenant to maintain insurance as required herein;

c. Tenant's failure to pay Charges or any other charge for which it may be liable, or any portion of it, for a period extending ten (10) days or more after its due date.

d. Tenant's failure to comply with any other provisions of the Lease (except those failures specified as Events of Default in other Paragraphs of this Paragraph 25 which shall be governed by such other Paragraphs) extending five (5) days or more after written notice of its non-compliance.

e. Seizure of the Tenant's leasehold interest by execution or other legal process.

25. **Landlord's Remedies:** In the event of Tenant's default, Landlord shall have the following rights, any one or more of which may be exercised by Landlord without limit and in such order, or concurrently, as Landlord may decide in Landlord's sole discretion:

Upon the occurrence of any such Event of Default set forth above:

a. Landlord may (but shall not be required to) perform for the account of Tenant any such default of Tenant and immediately recover as any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of ten percent (10%) per annum.

b. Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired term hereof and any renewal options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) business days after the date of such notice without any right on the part of the Tenant to save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof granted, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as set forth herein) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Leased Premises, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages thereof. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Leased Premises shall be relet.

c. Landlord may, at any time after the occurrence of any event of default, re-enter and repossess the Leased Premises.

d. Landlord shall have the right of injunction, in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

e. In event Tenant fails to vacate the Leased Premises upon the expiration of this or any extended term hereunder or upon termination of this lease, Landlord may pursue any other remedy.

f. In addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorney's fees and court costs incurred as a result of such breach.

26. **No Set-Off:** The Lease sets forth the entire agreement between Landlord and Tenant concerning the Leased Premises and Tenant's use and occupancy thereof and there are no other agreements between them. Landlord and Tenant each hereby acknowledge and affirm that, as of the date hereof, the Lease is in full force and effect and there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord or Landlord against Tenant, respectively, directly or indirectly relating to the Lease.

27. **Governing Law:** This is a Florida contract, governed by Florida law. In the event of any dispute between the parties regarding the terms and provisions of this Lease, the parties agree that the Courts in Monroe County, Florida shall have exclusive jurisdiction over such dispute.

28. **Binding Effect:** This Lease shall be binding upon the parties, their personal representatives, successors and assigns

29. **Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

30. **Authority:** The parties each represent and warrant to the other that each has full authority to execute this Lease without the joinder or consent of any other party and that each party has not assigned any of its right, title, and interest in the Lease to any other party.

31. **Notices:** All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by nationally recognized overnight courier service, and shall be deemed sufficiently given if served in a manner specified in this Paragraph. The addresses noted in Paragraph 1 of this Lease shall be each Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Leased Premises, the Leased Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as noted above or as Landlord may from time to time hereafter designate by written notice to Tenant.

32. **Date of Notice:** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

33. **Waivers:** No waiver by Landlord of and Event of Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof. In addition the acceptance by Landlord of any payment after it is due, whether or not a notice of default has been served or any action has been filed by Landlord thereon, shall not be deemed a waiver of Landlord's rights to proceed on any notice of default or action which has been filed against Tenant based upon Tenant's breach of the Lease.

34. **Attorneys' Fees and Other Costs:** In the event of any proceeding arising out of or related to this Agreement, each party shall assume and pay its own expenses, including without limitation court costs, legal fees, expert fees, and costs of appeal, for any suit, action, or proceeding(s) arising hereunder.

35. **Conflict:** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

36. **Amendments:** This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

37. **Lease Captions:** The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

38. **Interpretation:** The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder, no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.

39. **Consequential Damages:** Under no circumstances whatsoever shall either party ever be liable hereunder for consequential damages or special damages.

40. **Independent Covenants:** The doctrine of independent covenants will apply in all matters relating to this Lease including, without limitation, all obligations of Landlord and Tenant to perform their respective obligations under this Lease. The preceding sentence shall apply notwithstanding that Landlord may have defaulted in fulfilling a covenant to maintain or repair the Leased Premises even if such default results in the unsuitability of the Leased Premises for Tenant's intended commercial use.

41. **Force Majeure:** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or other weather conditions, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, failure of power, riots, insurrection, war or other enemy or hostile government action, civil commotion, fire or other casualty, early closure of asphalt plants, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, including

the obligations of Landlord to deliver the Leased Premises. The foregoing force majeure provisions are inapplicable to any payments of money due under this Lease.

42. **No Partnership**: Nothing in this Lease creates any relationship between the parties other than that of landlord and tenant, and nothing in this Lease constitutes the Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

43. **OFAC Compliance/Patriot Act**: Each of Landlord and Tenant represents and warrants that: (a) neither it nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) its activities do not violate the International Money Laundering Abatement and Financial Anti Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act")), and (c) throughout the Term of this Lease, Landlord and Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

44. **Counterparts**: This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A PDF signature shall be deemed for all purposes to be an original.

45. **Time is of the essence**: Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties under this Lease.

46. **Severability**: The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

47. **Entire Contract; Amendment**: This document expresses the entire agreement between the parties and may not be amended or enlarged except by writing.

48. **No Recording**: Neither party shall record this Lease, nor any memorandum of it except for the notice Landlord may file as described in herein regarding liens.

49. **Further Assurances**: Tenant will execute, acknowledge, and deliver all such instruments and take all actions as Landlord from time to time may require to document and maintain the tenancy created hereby including, but not limited to, estoppel letters and subordination agreements.

50. **Limitation of Warranties**: There are no implied warranties of merchantability or fitness or of any other kind arising out of this Lease.

51. **Landlord Liability:** Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Leased Premises. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any trustees, beneficiaries, officers, or directors of Landlord) ever be personally liable for any such liability.

52. **No Prior or Other Agreements:** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

53. **Waiver of Jury Trial:** EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS LEASE OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

54. **Radon Disclosure:** In accordance with Florida Statutes, the following information is provided:

Radon Gas: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

TENANT:

State of Florida, Department of Health, Monroe
County Health Department

By: _____
Print name: _____
Title: _____

LANDLORD:

THE COLLEGE OF THE FLORIDA KEYS

By: _____
Print name: Dr. Brittany Snyder
Title: Executive Vice President and CFO

Schedule 17

Insurance Requirements - Not Applicable

Tenant's Insurance Requirements:

1. Workers' Compensation: as required by Statutory Requirements

2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Broad Form Property Damage)
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Each Occurrence:	\$1,000,000

 - b) Contractual Liability (including Liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the Landlord's Sole Negligence which has been assumed by Contract.

3. Property Insurance: Tenant shall be required to hold property insurance for the Leased Premises at Tenant's sole cost and expense. The policy shall keep all personal property and alterations or improvements now and hereafter located on the Leased Premises insured against "All Risk" of loss with an insurer in an amount at least equal to the replacement value.

4. Self Insured Retentions / Deductibles:

With the exception of Workers Compensation, none of the policies of insurance required of the Tenant by this Lease shall contain self insured retentions, deductibles or any other type of retention in excess of \$50,000, unless agreed to in writing by the Landlord.

5. Financial Rating and Admitted Status of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 - c) Insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the Leased Premises is located

6. To the fullest extent permitted by law, Landlord shall be included as Additional Insured on the above General Liability coverage described above, even for claims regarding their sole negligence. The coverage offered to the ADDITIONAL INSURED on Tenant's liability policies shall be primary coverage to any other

coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss.

7. Any type of insurance or any increase in limits of liability not described above which the Tenant requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
8. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Tenant. The carrying of insurance described shall in no way be interpreted as relieving the Tenant of any responsibility or liability under the Lease.
9. Prior to occupying the Leased Premises, the Tenant shall file a Certificate of Insurance with Landlord showing the policies, limits, and coverages required under these provisions. Furthermore, Tenant shall provide an updated Certificate of Insurance for Landlord upon request. Such Certificate of Insurance should be mailed within five days of receipt of these insurance requirements to **THE COLLEGE OF THE FLORIDA KEYS**, regardless of when Tenant's occupancy will begin. Premises address must be shown on the Certificate of Insurance. Tenant's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, Landlord's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements or by Landlord's permission to commence occupying the Leased Premises. Occupation of the Leased Premises without furnishing a Certificate of Insurance is at Tenant's sole risk.

In the event of a failure of Tenant to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Landlord shall have the right (but not the obligation) to take out and maintain such insurance as specified above as will protect the Landlord. Tenant agrees to furnish all necessary information therefore and to pay the cost thereof to the Landlord immediately upon presentation of an invoice.

10. Tenant agrees that prior to commencing any construction or renovation work on or to the Leased Premises, Tenant shall receive written approval from Landlord and shall require all contractors and subcontractors doing said work to maintain all Insurance Requirements and indemnify the Landlord in the same manner required of Tenant as outlined herein. In addition, Tenant shall require such contractors and subcontractors to file Certificates of Insurance with Landlord which shall be subject to the Landlord's approval of adequacy of protection.
11. The obligations of the Tenant to maintain Insurance, and provide Indemnification and provide a Waiver of Recovery/Subrogation shall survive any termination of the Lease it being agreed that such rights and obligations are and shall be of a continuing nature and effect.

EXHIBIT A

LEASED PREMISES

The College of the Florida Keys
5901 College Road
Key West, FL 33040

Room Number	Square Footage
Room 1510	170
Room 1511	110
Room 1512	121
Room A127	87
Total	488

8. Signs: All signs should be removed.
9. Overall Cleanliness: Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris. Remove all debris from exterior of Leased Premises.
10. Upon Completion: Contact Landlord to coordinate date of turning off power, turning in keys, and obtaining final Landlord inspection of Leased Premises.

EXHIBIT C

RULES AND REGULATIONS

Landlord and Tenant agree that (i) the terms, conditions and provisions of this Exhibit B are incorporated into and are made a part of the Lease, (ii) any capitalized terms used herein and not otherwise defined herein have the meaning ascribed to such terms as set forth in the Lease, and (iii) the Lease is modified and supplemented as follows:

1. Security. The Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and the Tenant shall comply with the Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, the Tenant shall promptly return to the Landlord all keys which are in the possession of the Tenant. In the event any Tenant fails to return keys, Landlord may retain \$50.00 of Tenant's security deposit for locksmith work and administration.

3. Water Fixtures. The Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by the Tenant shall be paid for by the Tenant.

4. Personal Use of Leased Premises. The Leased Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes.

5. Heavy Articles. The Tenant shall not place in or move about the Leased Premises without the Landlord's prior written consent, any safe or other heavy article which in the Landlord's reasonable opinion may damage the Building, and the Landlord may designate the location of any such heavy articles in the Leased Premise.

6. Animals. The Tenant shall not bring any animals or birds into the Building other than service animals.

7. Deliveries. The Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Leased Premises are made through such entrances, and corridors and at such times as may from time to time be designated by the Landlord, and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused by any person making improper deliveries.

8. Solicitations. The Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Building.

9. Food and Beverages. Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Building, or use

the Common Areas for any such purpose. Tenant shall not permit on the Leased Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages.

10. Obstructions. The Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells, or other areas, or use such locations for any purpose except access to and exit from the Leased Premises without the Landlord's prior written consent. All goods, including material used to store goods, delivered to the Premises or Tenant shall be immediately moved into the Leased Premises and shall not be left in parking or receiving areas overnight.

11. Proper Conduct. The Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building or which will impair the comfort and convenience of other persons on the college campus or in the Building.

12. Vehicle Repair. Tenant shall not service, maintain or repair any vehicles in the parking lot or any area on the college campus.

23. Communication Equipment. If Tenant desires radio signal, communication equipment such as satellite dishes, etc., on the roof of the Building, such work shall be done at the expense of Tenant, with the prior written approval and under the direction of Landlord. No wiring shall be installed in any part of the Building without Landlord's approval and direction. Landlord reserves the right to disconnect any radio signal or alarm system when, in Landlord's opinion, such installation or apparatus interferes with the proper operation of the Building or systems within the Building.