LEASE AGREEMENT  
THIS LEASE AGREEMENT (“Lease”), dated , 2022, (the “Effective  
Date”), by and between (“Landlord”), a [State of organization, type of entity]  
(Federal I.D. ), and THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
(“Tenant”) for the benefit of its [either name particular UF unit of simply state THE  
UNIVERSITY OF FLORIDA], a public body corporate existing under the laws of the State of Florida.  
WITNESSETH:  
WHEREAS, Landlord is the owner of certain real property and improvements located thereon defined  
herein as the “Premises”; and  
WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises,  
subject to the terms and conditions contained in this Lease.  
NOW, THEREFORE, in consideration of the obligation of Tenant to pay rent as provided herein below,  
and the terms, provisions, and covenants hereinafter set forth, Landlord and Tenant agree as follows:  
LEASE SUMMARY  
Tenant User Group:  
Total Square Footage:  
Date of Lease: , 2022  
Premises / Property Address:  
Building:  
Landlord’s Name and Address:  
[Address for Management Company, if applicable, and/ or  
Rent  
payment, if different]  
Tenant’s Name and Address: University of Florida Board of Trustees  
c/o Office of Real Estate  
720 SW 2nd Ave, Suite 108  
P.O. Box 113135  
Gainesville, FL 32611-3135  
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With Copy To:  
University of Florida  
c/o Office of General Counsel  
123 Tigert Hall  
P.O. Box 113125  
Gainesville, FL 32611-3125  
Term:  
Initial Term: ( ) years after the Commencement  
Date.  
Commencement Date: (Section 2.1)  
Renewal Options: ( ) consecutive periods of  
( ) years each  
Renewal Notice Date:  
Select: 30, 60 or 90 days prior to end of Initial Term  
Leasehold Improvements: (if applicable) See Section 1.2  
See Exhibit B (please attach detailed description)  
Build-Out Allowance: (if applicable) $ . (Payable in accordance with Exhibit  
C- please provide and attach.)  
Base Rent:  
Time Period Per Month Per Year Per Square  
Foot  
Initial Term Year 1 $ $ $  
Year 2 $ $ $  
Year 3 $ $ $  
Renewal Term Year $ $ $  
Base Rent Adjustment: (if applicable) %  
Rent Due Date: First (1st) day of each calendar month.  
Security Deposit: None.  
Permitted Use: Such purposes as shall be permitted by applicable law,  
ordinances and regulations, provided other permitted uses  
do not conflict with the uses of any other tenants in the  
Building.  
Subletting and Assignment: See Section 13.1  
Permitted Hours of Operation: 24 hours, 7 days per week  
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Holdover Tenancy: See Section 19.5  
Utilities: See Section 5.1  
Tenant’s Insurance: See Section 10.1  
Maintenance:  
Tenant See Section 8.1  
Landlord See Section 8.2  
Brokers (if applicable): Landlord’s Broker:  
Tenant’s Broker:  
ARTICLE I - THE PREMISES  
Section 1.1 Premises  
Landlord leases to Tenant and Tenant leases from Landlord that certain premises more particularly described  
in the Lease Summary and depicted on the Floor Plan attached hereto as Exhibit A (the “Premises”). The  
net rentable area of the Premises shall be measured substantially in accordance with the standards  
established by the Building Owners and Managers Association (“BOMA”) effective as of the date of this  
Lease.  
Section 1.2 Construction of Leasehold Improvements.  
A description of the improvements required to make the Premises ready for Tenant’s occupancy is set forth  
on Exhibit B (“Leasehold Improvements”), attached hereto and incorporated herein by reference. If  
Landlord is providing a build-out allowance to Tenant, the amount is set forth in the Lease Summary and  
the build-out allowance will be payable in accordance with Exhibit C (“Build-Out Allowance/Cost”),  
attached hereto and incorporated herein by reference.  
ARTICLE II - TERM  
Section 2.1 Initial Term  
The initial term of this Lease shall be as set forth in the Lease Summary. If no improvements to the Premises  
are necessary to ready the Premises for occupancy, then the “Commencement Date” shall be the date set  
forth in the Lease Summary. In the event it is necessary to make improvements to the Premises to ready  
them for occupancy by Tenant, then the Commencement Date under this Lease shall be the later of (i) the  
date the improvements are completed and a certificate of occupancy has been issued for the Premises, (ii)  
in the event Tenant is performing the improvements, the date which is days after the  
Premises are made available to Tenant, or (iii) the date agreed by Landlord and Tenant in writing. If the  
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Commencement Date is not known when the Lease is executed by the parties, the parties shall execute a  
document acknowledging the Commencement Date in the form attached hereto as Exhibit D (“Lease  
Commencement Agreement”).  
Section 2.2 Renewal Options  
Tenant shall have the right to renew this Lease for the periods and at the rents set forth in the Lease  
Summary. In order to renew this Lease, Tenant shall notify Landlord within the time period set forth in the  
Lease Summary. Failure to so notify Landlord shall be deemed non-renewal of this Lease. For purposes of  
this Lease, “Term” means the initial term and all renewal terms.  
ARTICLE III - RENT  
Section 3.1 Rent  
Tenant shall pay the annual rent, including Base Rent and any Additional Rents, (collectively, “Rent”) set  
forth in the Lease Summary in equal monthly installments beginning on the Commencement Date. Rent  
shall be paid to Landlord at the address set forth in the Lease Summary, or such other address as Landlord  
may, from time to time, designate in writing to Tenant. The first payment of Rent shall be due and payable  
on the Commencement Date. Each subsequent installment of Rent shall be due and payable monthly without  
prior demand on the first (1st) day of each succeeding calendar month. If the first and/or last months of this  
Lease are partial calendar months, then the first and/or last payments of Rent shall be proportionately adjusted.  
Section 3.2 Interest on Late Payment  
If Tenant shall fail to pay the Rent when due more than one time in a calendar year, such sum shall bear  
interest from the date due until paid at a rate equal to two (2) percentage points per annum above the  
announced prime rate or its equivalent charged by the commercial loan department of Bank of America,  
N.A., doing business in Gainesville, Florida, but not more than the lesser of: (i) twelve percent (12%) per  
annum or (ii) the legal rate of interest which may be charged.  
ARTICLE IV – TAXES  
Section 4.1 Real Estate Taxes  
Landlord shall pay all real property taxes, public charges and assessments assessed or imposed upon the  
Premises, with such payments being made prior to such taxes becoming delinquent.  
Section 4.2 Sales Tax on Rent  
Tenant, as a public body corporate of the State of Florida, is exempt from sales tax, and will provide a  
certificate evidencing such exemption upon Landlord’s request. Tenant’s Tax Exempt Certificate is No. 85-  
801266554C-4.  
ARTICLE V – SERVICES  
Section 5.1 Utilities  
Landlord shall pay all charges for water, sewer, electricity, gas, telephone and other utilities supplied to the  
Premises. Landlord shall make all utilities, including but not limited to heating, ventilation and air-  
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conditioning (“HVAC”) service available to the Premises during the hours set forth on the Lease Summary.  
In the event any utility is disrupted through no fault of Tenant to such an extent that Tenant cannot, in its  
reasonable discretion, operate for business for a period of more than forty-eight (48) hours, the Rent payable  
under this Lease shall abate during the remaining period of disruption.  
Section 5.2 Janitorial  
Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises.  
Landlord shall use reasonable efforts when selecting vendors to provide janitorial services in an effort to  
secure vendors with honest and efficient employees. Tenant agrees to report promptly to Landlord any  
neglect of duty or any incivility on the part of such vendors which in any way interferes with the full  
enjoyment of the Premises rented by the Tenant.  
Section 5.3 Trash and Rubbish Removal  
Landlord shall keep the Premises clean, both inside and outside at his own expense, and shall see that all  
garbage, trash, and all other refuse is removed from the said Premises.  
Section 5.4 Pest Control  
Landlord shall, at its own expense, keep the demised Premises free from infestation by termites, rodents,  
and other pests and shall repair all damage caused to the demised Premises by the same during the term of  
this Rental Agreement.  
ARTICLE VI - COMMON FACILITIES  
Section 6.1 Common Facilities  
Tenant shall have the right to use any and all common areas associated with the building which comprises  
the Premises or in which the Premises is located, including, but not limited to, parking lots, driveways,  
sidewalks, benches, walkways and landscaping (the “Common Facilities”). Such Common Facilities shall  
at all times be subject to the exclusive control and management of Landlord. Landlord may from time to  
time promulgate and enforce reasonable rules and regulations, uniformly applied, for the use of the  
Common Facilities, and build or place landscaping and other improvements thereon. Landlord may, at any  
time, and from time to time, temporarily close all or any portion of such Common Facilities. In exercising  
such rights, Landlord, however, will not deprive Tenant of reasonable access to the Premises. Landlord  
shall maintain the Common Facilities in good order and condition throughout the Term, ordinary wear and  
tear excepted.  
ARTICLE VII – USE AND OCCUPANCY  
Section 7.1 Use  
The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Lease  
Summary and for no other purpose. Tenant shall have the right but not the obligation to conduct its  
operations during the hours set forth in the Lease Summary. Tenant agrees and understands that the  
Premises shall not be used for any other purpose or by any other party, unless written consent by Landlord  
is first obtained.  
Section 7.2 Occupancy Regulations  
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Tenant agrees that it:  
(a) will not use the plumbing facilities for any purpose other than that for which they are constructed  
and will not permit any foreign substance of any kind to be thrown therein. The expense of repairing any  
breakage, stoppage, seepage or damage whether occurring on or off the Premises, resulting from a violation  
of this provision by Tenant’s or Tenant’s employees, agents or invitees shall be borne by Tenant;  
(b) will comply with all laws and ordinances and all rules and regulations of governmental  
authorities with respect to Tenant’s use of the Premises;  
(c) will use only such electrical appliances as will not overload the electrical service of the  
Premises as supplied by Landlord. If Tenant shall use or require additional electrical service, Tenant shall  
provide the same at its own cost and expense, but only in accordance with specifications approved by  
Landlord in writing;  
(d) will not use or operate any machinery, that, in Landlord's reasonable judgment, is harmful to  
the Premises or a nuisance;  
(e) will not place any weight in any portion of the Premises beyond the safe carrying capacity of  
the structure;  
(f) will not manufacture any commodity or prepare or dispense any food or beverages in the  
Premises, except for use by Tenant or Tenant’s customers, employees, agents, or invitees;  
(g) will not obstruct any sidewalks, halls, passageways, elevators or stairways in the Common  
Facilities, or use the same for any purpose other than ingress or egress to and from the Premises;  
(h) will not bring in to or remove from the Premises any heavy or bulky object except in accordance  
with the rules and regulations set forth by Landlord;  
(i) will not use any part of the Premises as sleeping rooms or apartments.  
(j) will not to permit space heaters, personal refridgerators, or other energy-intensive or fire  
hazardous equipment unnecessary to conduct tenant’s business without written approval by Landlord.  
The parties further acknowledge the requirements in subsection (b) above for compliance with  
applicable laws and ordinances are exclusive to Tenant’s use of the premises, and Landlord shall at all  
times, at Landlord’s expense, remain fully responsible as owner of the Premises for ensuring the building  
is maintained in compliance with all local health, building, and safety codes and inspection requirements,  
including any associated fees.  
ARTICLE VIII - MAINTENANCE  
Section 8.1 Tenant’s Responsibilities  
Tenant shall keep the interior, non-structural portions of the Premises, and the non-structural elements of  
all doors and entrances, in good clean order, condition and repair, and shall deliver same to Landlord at the  
termination of this Lease in good order and condition, ordinary wear and tear excepted.  
Section 8.2 Landlord’s Responsibilities  
At Landlord’s expense, Landlord shall maintain, repair and replace as necessary, all other portions of the  
Premises that are not Tenant’s responsibility under Section 8.1, including but not limited to, the roof  
(specifically, keeping the roof free of leaks), foundations, floor slabs, columns, exterior walls, imbedded  
utility lines, gutters, downspouts and subfloors, HVAC, parking lot, driveways, sidewalks, landscaping, and  
all other exterior and structural elements, so as to keep the same in good order and repair throughout the  
Term of this Lease, ordinary wear and tear excepted. All repairs, replacements and restorations made by  
Landlord shall be equal or better in quality and class to the originals thereof and shall be completed in  
compliance with applicable law. Landlord shall expeditiously commence and complete any repairs or  
replacements required by the terms of this Lease. The Landlord warrants that, at Landlord’s expense, all  
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building systems listed in this paragraph shall be in working order and in full compliance with all applicable  
code and inspection requirements upon initial occupancy by Tenant.  
ARTICLE IX - SIGNS, FIXTURES AND ALTERATIONS  
Section 9.1 Signs  
Tenant shall not place or erect any signs, decorative devices, awnings, canopies or other advertising matter  
visible from the exterior of the Premises without the prior written consent of Landlord.  
Section 9.2 Trade Fixtures  
All trade fixtures installed by Tenant in the Premises shall be the property of Tenant and shall be removed  
at the expiration or sooner termination of the Lease, provided that any damage caused by such removal is  
promptly repaired. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination  
of the Term of this Lease, such trade fixtures shall be deemed abandoned and shall become the property of  
Landlord. Any lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems  
and fixtures and floor covering shall not be deemed to be trade fixtures, whether installed by Tenant or by  
any other party, and shall not be removed from the Premises but shall upon installation become the property  
of Landlord without any compensation to Tenant.  
Section 9.3 Alterations  
Other than the improvements described in Section 1.2 of this Lease, Tenant shall not make any changes,  
alterations, or improvements to the Premises that are structural or cost more than $10,000.00 without  
Landlord’s prior consent, which shall not be unreasonably withheld, conditioned or delayed. If requested  
by Landlord, Tenant shall submit to Landlord reasonable plans and specifications for the proposed work  
and an estimate of the anticipated cost thereof. Landlord may impose reasonable conditions such as to  
permits, insurance, bonds, and waivers and releases of mechanic's liens as Landlord deems advisable or  
necessary. Any alterations, additions or improvements made by Tenant with the consent of Landlord shall  
become the property of Landlord and shall remain upon the Premises at the expiration or sooner termination  
of this Lease.  
Section 9.4 Mechanic's Liens  
Tenant shall not permit any lien or claim for lien of any construction, mechanic, laborer or supplier to be  
filed against the Premises. If any such lien, notice or claim, is filed, Tenant shall within ten (10) days after  
notice of the filing thereof cause said lien, notice or claim to be removed and discharged of record; provided,  
however, that Tenant shall have the right to contest the amount or validity, in whole or in part, of any such  
lien, notice or claim by appropriate proceedings but in such event Tenant shall promptly bond over such  
lien, notice or claim with a surety company reasonably satisfactory to Landlord and shall prosecute such  
proceedings with due diligence. If Tenant fails to so discharge or bond such lien within the time periods  
provided, Landlord may at its election, after written notice to Tenant, remove or discharge such lien, notice  
or claim by paying the full amount thereof, or otherwise, and without any investigation or contest of the  
validity thereof, and Tenant shall pay to Landlord upon demand, as additional rent, the amount paid by the  
Landlord, including Landlord's reasonable costs, expenses and counsel fees.  
ARTICLE X - INSURANCE  
Section 10.1 Tenant’s Insurance  
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Tenant shall insure through a State of Florida program, or self-insure, at its own cost and expense, its  
fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant,  
as a public body corporate, participates in the State of Florida’s Risk Management Trust Fund for purposes  
of general liability, workers’ compensation, and employer’s liability insurance coverage, with said coverage  
being applicable to Tenant’s officers, employees, servants, and agents while acting within the scope of their  
employment or agency. Tenant shall provide to Landlord copies of certificates evidencing the  
aforementioned insurance coverage upon Landlord’s request.  
Section 10.2 Landlord's Insurance  
Landlord shall, throughout the Term of this Lease, maintain (i) fire and extended coverage insurance  
covering the building wherein the Premises are located, and (ii) comprehensive general public liability and  
property damage insurance in reasonable and customary amounts of coverage and premium costs that a  
prudent landlord of a building of comparable size, age, and location would carry. Landlord shall name  
Tenant as additional insured on the comprehensive general liability insurance, and provide Tenant with a  
certificate of such insurance evidencing same.  
ARTICLE XI - DAMAGE OR DESTRUCTION  
Section 11.1 Damage or Destruction  
If the Premises, the building in which the Premises may be located, or any systems, parking or common  
areas serving the Premises, are damaged by fire or other casualty, the Landlord shall within forty-five (45)  
days of such casualty notify the Tenant (the “Landlord’s Notice”) whether Landlord elects to restore the  
damage and, if so, whether in the reasonable determination of the Landlord the damage can be repaired  
within one hundred twenty (120) days of such notice (the “Restoration Period”). If Landlord elects not to  
repair the damage then this Lease will terminate effective as of the date of the casualty and the Rent shall  
be prorated as of that date. If Landlord elects to repair the damage and (i) the damage substantially interferes  
with Tenant’s ability, in its reasonable judgment, to conduct its business therefrom, or (ii) if the repairs and  
restoration cannot be completed within the Restoration Period as determined by Landlord, then Tenant may,  
at its option, within thirty (30) days of the receipt of the Landlord’s Notice, terminate this Lease effective  
as of the date of the casualty and the Rent shall be prorated as of that date. If Landlord has elected to make  
the repairs and if Tenant has not exercised its right to terminate as set forth above, the Landlord shall within  
thirty (30) days from the date of the Landlord’s Notice, commence the repairs and restoration and proceed  
with all due diligence to restore the damaged areas to substantially the same condition in which they were  
in immediately prior to the occurrence of the casualty. For such period of time as Tenant cannot, in its  
reasonable judgment, conduct its business from the Premises as a result of the condition of the Premises,  
the Common Facilities, or the building of which the Premises may be a part, or caused by an interruption  
thereof because of reconstruction activities, the Rent shall abate. To the extent and during the time that only  
a portion of the Premises is tenantable and to the extent that Tenant is able in its reasonable judgment to  
conduct its business therefrom, the Tenant shall receive a fair diminution of Rent. In the event the Landlord  
fails to deliver to the Tenant a Landlord’s Notice within the required forty-five (45) day period, the Tenant  
shall have the right to terminate this Lease as of the date of the casualty. Landlord shall have no obligation  
to restore fixtures, improvements, furniture, equipment or other property of Tenant.  
ARTICLE XII - EMINENT DOMAIN  
Section 12.1 Taking  
If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of  
the Premises shall be taken; (b) less than the entire Premises shall be taken, but the remainder of the  
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Premises are not, in reasonable judgment, fit for Tenant to carry on its business therein; (c) a taking occurs  
and Tenant determines, in its reasonable judgment, that after such taking adequate parking space will not  
be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or  
visibility of the Premises; or (e) all or any portion of the Common Facilities, if any, shall be taken resulting  
in a material interference with the operations of Tenant’s business, then in any such event, Tenant may  
terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable  
hereunder shall be prorated as of the date of such termination.  
Section 12.2 Rent Adjustment  
Unless this Lease is canceled as above provided, commencing with the date possession is acquired by the  
condemning authority the Rent shall be reduced in proportion to the ratio that the value of the Premises  
immediately following such taking bears to the value of the Premises immediately prior to such taking, and  
Landlord shall restore the Premises, at Landlord’s cost and expense, to a complete architectural unit. During  
such restoration the Rent shall be abated to the extent the Premises are rendered untenantable.  
Section 12.3 Awards  
All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the  
property of Landlord without any participation by Tenant, except that nothing contained herein shall  
preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent  
domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss  
of business and the like, so long as the same will not diminish Landlord’s award from the condemning  
authority.  
ARTICLE XIII - ASSIGNMENT AND SUBLETTING  
Section 13.1 Assignment and Subletting  
(a) Upon written notice to Landlord, Tenant may sublet all or any part of the Premises to any entity  
which is directly related to Tenant, but otherwise shall not assign this Lease nor sublet all or any part of the  
Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld,  
conditioned, or delayed. For the purposes of this section, any mortgage, conveyance, transfer, or  
encumbrance of this Lease and any transfer of any right to possession or use of the Premises shall be deemed  
an assignment or subletting.  
(b) Consent by Landlord to any assignment or subletting shall not constitute a waiver of the  
necessity for such consent to any subsequent assignment or subletting.  
(c) If the Premises are occupied by anyone other than Tenant, whether as assignee, subtenant,  
concessionaire or otherwise, Landlord may collect rent from such occupant, and apply the amount collected  
to the Rent reserved under this Lease and acceptance of such rent shall not be deemed a consent to any such  
occupancy or any such other party.  
(d) Any consent by Landlord to any assignment of this Lease may be conditioned upon the assignee  
assuming the full and faithful performance of all the terms and conditions of this Lease and upon the  
continued liability of Tenant under all the terms hereof. Any consent by Landlord to any subletting may be  
conditioned upon the subtenant’s express agreement to be bound by the terms, covenants and conditions and  
restrictions of this Lease applicable to Tenant.  
ARTICLE XIV - SUBORDINATION AND ESTOPPEL CERTIFICATES  
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Section 14.1 Subordination  
This Lease shall be subject and subordinate to any mortgage or mortgages affecting the Premises. If any  
mortgagee so requests, Tenant shall execute, acknowledge and deliver Tenant’s standard agreement  
confirming the same. In addition, no later than ten (10) days prior to the Commencement Date, Landlord  
will obtain from every mortgagee, and holder of a deed of trust upon the Premises, an agreement in a form  
acceptable to Tenant wherein the mortgagee(s) and holder(s) of the deed(s) of trust agree not to disturb  
Tenant’s possession, deprive Tenant of any rights or increase Tenant’s obligations under the Lease (each a  
“Subordination, Non-Disturbance and Attornment Agreement”). Landlord agrees not to further mortgage  
or encumber the fee from the Effective Date unless Landlord obtains a Subordination, Non-Disturbance  
and Attornment Agreement from such mortgagee(s) and holder(s) of the deed(s) of trust. Upon the failure  
of Landlord to timely provide Tenant with an acceptable Subordination, Non-Disturbance and Attornment  
Agreement pertaining to every mortgage and deed of trust prior to the Commencement Date, Tenant may  
terminate the Lease and the parties shall be released from any further liability.  
Section 14.2 Estoppel Certificates  
Within twenty (20) days after request by Landlord, but no more frequently than three (3) times per calendar  
year, Tenant agrees to deliver a Lease Statement as shown in Exhibit E (“Form of Lease Statement,  
Estoppel Certificate”). Tenant shall, in the event of any foreclosure, attorn to the purchaser as a Landlord  
under this Lease.  
ARTICLE XV - RIGHTS OF LANDLORD  
Section 15.1 Right of Entry  
Landlord or Landlord's agents or such persons as Landlord may authorize may enter the Premises in the  
event of an emergency or at other reasonable times during business hours, upon prior notice to Tenant, for  
purposes of examination, exposition to prospective Tenants of the Premises (during the last six (6) months  
of the Term), exposition to prospective purchases of the Premises or project in which the Premises is  
located, and making repairs to the Premises. Landlord may take into the Premises all material that may be  
required to make such repairs. In the event of an emergency, if Tenant or a designee of Tenant shall not be  
present to open and permit entry into the Premises at any time when such entry shall be necessary or  
permissible, Landlord or its agents may enter the Premises by a master key or may forcibly enter thereon,  
without rendering Landlord or such agent liable therefore and without affecting the obligations and  
covenants of Tenant. It is understood and agreed that the Landlord’s right of entry under this provision does  
not entitle Landlord to access any of Tenant’s files or confidential records, including all electronic records  
or films. During period of entry into the Premises, Landlord shall use its best efforts not to disrupt the  
operation of Tenant’s business. Furthermore, Tenant may restrict Landlord’s access to the Premises as  
reasonably necessary to protect student privacy in accordance with applicable law.  
Section 15.2 Utilities and Conduits  
Landlord may from time to time place conduits or other facilities for utilities servicing other portions of the  
building over, across or through such portions of the Premises not unreasonably interfering with the  
appearance thereof or conduct of business therein by Tenant, provided Landlord gives Tenant prior written  
notice of its intentions.  
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ARTICLE XVI - DEFAULT AND REMEDIES  
Section 16.1 Events of Default  
The following shall be considered “Events of Default”:  
(a) The failure of Tenant to pay, when due, any installment of rent or additional rent or any other  
sum payable by Tenant under this Lease which failure has continued un-remedied by Tenant for a period  
of five (5) business days after written notice thereof shall have been given to Tenant by Landlord;  
(b) Tenant’s failure to perform, or Tenant’s violation or breach of, any of the terms, covenants or  
conditions of this Lease, which failure, violation or breach shall continue un-remedied by Tenant for a  
period of thirty (30) days after Landlord has delivered written notice thereof to Tenant, or for such additional  
period as may be necessary to remedy such failure, violation or breach with due diligence;  
Section 16.2 Effect of an Event of Default and Remedies of Landlord  
Upon the occurrence of any Event of Default, as a result thereof and without other action by Landlord,  
Landlord shall have the option to (i) declare the rights of Tenant under this Lease terminated, and thereafter  
recover possession of the Premises through legal process, (ii) proceed for past due installments of the Rent  
and other sums due, reserving its rights to proceed later for the remaining installments, or (iii) pursue any  
other remedies available at law or in equity to Landlord on account of the Event of Default. Landlord agrees  
to use reasonable efforts to mitigate damages on account of any default by Tenant. All of the remedies  
hereinbefore given to Landlord and all rights and remedies given to it by law and equity shall be cumulative  
and concurrent. The taking or recovering of the Premises shall not deprive Landlord of any of its remedies  
or actions against Tenant for rent or any and all other sums due, nor shall the bringing of any action for rent  
or for breach or default under any term, condition or covenant, or the resort to any other remedy herein  
provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Premises.  
Section 16.3 Landlord's Right to Enforce Strictly  
Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to  
enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any  
conduct or custom on the part of the Landlord in refraining from so doing at any time or times. Further, the  
failure of Landlord at any time or times to enforce its rights hereunder strictly in accordance with the same  
shall not be construed as having created a custom in any way or manner contrary to any specific term,  
condition or covenant hereof, or as having in any way or manner modified the same.  
ARTICLE XVII - NOTICES  
Section 17.1 Notices  
All notices, demands, requests or other instruments that are required or may be given under this Lease shall  
be given either in person, by nationally recognized overnight courier or by U.S. mail, postage prepaid,  
registered or certified, return receipt requested, addressed at the addresses set forth in the Lease Summary.  
Such addresses may be changed by either party by notice delivered as above provided to the other party.  
Notice shall be deemed to have been given when actually delivered in person or by public courier, or three  
(3) days after when mailed, as shown by a postage mailing statement. If Landlord or any mortgagee shall  
so request of Tenant, Tenant shall send such mortgagee a copy of any notice thereafter sent to Landlord.  
11  
ARTICLE XVIII - SURRENDER OF PREMISES  
Section 18.1 Surrender  
At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, broom  
clean and in the same condition of repair as the Premises were in on the Commencement Date, ordinary  
wear and tear, and damage from fire or other casualty, excepted. At such time, Tenant shall surrender all  
keys for the Premises to Landlord at the place then fixed for the payment of rent and shall, in accordance  
with Section 9.2, remove all its trade fixtures before surrendering the Premises and shall repair any damage  
to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the  
expiration or other termination of the term of this Lease.  
ARTICLE XIX - MISCELLANEOUS PROVISIONS  
Section 19.1 No Broker  
Except for agents listed on the Lease Summary, both of whom shall be paid by Landlord (if any), each party  
represents to the other party that it has incurred no other claims for brokerage commissions or finder’s fees  
in connection with this Lease.  
Section 19.2 Quiet Enjoyment  
Landlord warrants that if Tenant shall pay all rental and other sums as provided herein to be paid by Tenant  
and perform all the covenants of the Lease to be performed by Tenant, then Tenant shall, during the Term  
hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with  
all appurtenances and all other rights and privileges herein granted, without hindrance or interruption by  
Landlord or any other person(s).  
Section 19.3 Force Majeure  
Whenever a day is appointed herein on which, or a period of time is appointed within which, either party  
hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof  
shall be extended by a period of time equal to the number of days on or during which such party is prevented  
from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-  
outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder,  
declaration of national emergencies, acts of God, or other causes beyond such party’s reasonable control.  
Section 19.4 Landlord Consent  
Unless otherwise expressly stated herein, whenever Landlord’s consent is required under this Lease, such  
consent shall not be unreasonably withheld, qualified or delayed.  
Section 19.5 Holding Over  
Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a  
month-to-month tenancy and shall be subject to the terms of this Lease. If Tenant holds over without  
Landlord’s consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as  
holdover rent an amount equal to one hundred percent (100%) of the prorated Rent for each day that Tenant  
fails to surrender possession of the Premises to Landlord.  
Section 19.6 Recording  
12  
Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party.  
Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other  
party will execute a short form or memorandum of lease in recordable form.  
Section 19.7 Entire Agreement  
This Lease sets forth the entire agreement between the parties and there are no other agreements, expressed  
or implied, oral or written, except as herein set forth. This Lease may not be amended, altered or changed  
except in writing executed by both parties hereto.  
Section 19.8 Captions  
The captions, section numbers, and article numbers appearing in this Lease are inserted only for the  
convenience of the parties and shall not in any way affect the meaning or intent of any portion of this Lease.  
Section 19.9 Partial Invalidity and Construction  
The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be  
held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though  
such section had not been included in it. If any section or provision of the Lease shall be subject to two  
constructions, one of which would render such section or provision invalid, then such section shall be given  
that construction which would render it valid. This Lease shall not be construed more strongly against any  
party, regardless of who is responsible for its preparation.  
Section 19.10 Successors  
The provisions of this Lease shall be binding upon the respective parties hereto and their respective heirs,  
administrators, successors and assigns, provided that this provision shall not be deemed the consent by  
Landlord to any subletting or assignment by the Tenant except as expressly permitted herein.  
Section 19.11 Hazardous Substances  
Tenant shall not be responsible for any Hazardous Substances located on the Premises at the time Landlord  
delivers possession of the Premises to Tenant. Tenant shall not use, generate, store, or dispose of Hazardous  
Substances on the Premises except those customarily utilized in connection with Tenant’s operations. Such  
Hazardous Substances shall be used, generated, stored and disposed of in accordance with applicable laws.  
For the purposes of this Lease, “Hazardous Substances” means substances regulated under federal law or  
by the laws of the state or municipality in which the Premises are located, and including but not limited to  
asbestos, radioactive and petroleum-related products.  
Section 19.12 No Option  
The submission of this Lease for examination does not constitute a reservation of or option for the Premises,  
and the Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and  
Tenant.  
Section 19.13 Compliance  
Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing  
the provisions hereof in full compliance with applicable federal, state and local law.  
13  
Section 19.14 Radon Gas Statutory Notice  
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 the county public health unit.  
Section 19.15 Liability; Sovereign Immunity  
Each party to this Lease agrees to be fully responsible for, and assumes any and all risks related to, its acts  
or omissions, or its employees’ and agents’ acts or omissions when acting within the scope of employment  
or agency, and agrees to be liable for any property damage or personal injury resulting from said acts or  
omissions. Landlord and Tenant agree that nothing contained herein, including the foregoing, shall be  
construed or interpreted as (i) denying to either party any remedy or defense available to such party under  
the laws of the State of Florida; (ii) the consent of Tenant or the State of Florida or their agents and agencies  
to be sued; or (iii) a waiver of either Tenant’s or the State of Florida’s sovereign immunity beyond the  
limited waiver provided in section 768.28, Florida Statutes.  
Section 19.16 Termination for Lack of State or Grant Funding  
In accordance with applicable Florida law and regulations section 255.2502, Florida Statutes, Tenant’s  
performance and obligation to pay under this Lease is contingent upon an annual appropriation by the  
Florida Legislature. Additionally, this Lease is being funded through a grant received from the National  
Cancer Institute and/or National Institutes of Health (“Grant”). In the event the Grant amount is reduced,  
or the Florida Legislature does not otherwise appropriate funds, in a sufficient amount for Tenant to perform  
its obligations hereunder, Tenant may terminate this Lease upon written notice to Landlord.  
Section 19.17 Public Records  
This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.  
Landlord agrees and acknowledges that any books, documents, records, correspondence or other  
information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this Lease  
or the services contemplated herein, and any related records, are public records subject to inspection and  
copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida  
Statutes. Tenant may terminate this Lease at any time for Landlord’s refusal to allow public access to all  
documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and  
made or received by either party in conjunction with this Lease.  
Section 19.18 Governing Law  
This Lease and all transactions governed by this Lease shall be governed by and construed and enforced in  
accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the  
event of any legal or equitable action arising under this Lease, the parties agree that the jurisdiction and  
venue of such action shall lie exclusively within the courts of record of the State of Florida located in  
Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue.  
Section 19.19 No Third Party Beneficiaries  
Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm  
or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim  
under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or  
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otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit  
of the parties hereto and their permitted successors and assigns.  
Section 19.20 Counterparts  
This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but  
all of which together shall constitute one and the same instrument.  
[SIGNATURES ON THE FOLLOWING PAGE]  
15  
IN WITNESS WHEREOF, the parties hereto have executed this Lease, in several counterparts, each of  
which shall be deemed an original, as of the day and year first above written.  
TENANT: LANDLORD:  
THE UNIVERSITY OF FLORIDA BOARD ,  
OF TRUSTEES, a public body corporate a  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:  
Trevor Schneider Print:  
Director, Office of Real Estate  
Title:  
16  
Exhibit A  
PREMISES  
(attached)  
17  
Exhibit B  
LEASEHOLD IMPROVEMENTS  
PRELIMINARY SPECIFICATIONS / PREMISES FLOOR PLAN  
Except where specifically noted as a responsibility of Tenant to provide or install, Landlord shall be  
responsible for construction of the Premises in accordance with the final plans and specifications which shall  
be pre-approved by Tenant and shall include, but not be limited to, those items specified in this Exhibit B and  
shown on Exhibit A. Reservation of the right of Tenant to select or coordinate certain items is not intended to  
designate those items as the responsibility of Tenant. There will be no additional charge to Tenant for  
construction/improvements to the Premises, other than the Rent amount specified in the Lease Provisions.  
18  
Exhibit C  
BUILD-OUT ALLOWANCE/COST  
Per payment schedule below:  
19  
Exhibit D  
LEASE COMMENCEMENT AGREEMENT  
(if applicable)  
With respect to that certain lease dated , 20 (“Lease”) between  
(“Landlord”) and University of Florida Board of Trustees (“Tenant”).  
Pursuant to the provisions of the Lease, Landlord and Tenant hereby agree as follows:  
The initial term of the Lease commenced on , 20 and shall terminate on ,  
, unless sooner terminated or extended as therein provided.  
Rent commenced on , 20 .  
Except for latent defects and other defects of which Tenant has notified Landlord, to the best of their knowledge,  
Landlord and Tenant agree that, as of and through the date hereof, the parties have fully complied with and  
performed each and every of their respective obligations as set forth in the Lease.  
In witness whereof, the parties have executed and delivered this supplement to the Lease as of dates below.  
LANDLORD: TENANT:  
By: By:  
Name: Name: Trevor Schneider  
Title: Title: Director, Office of Real Estate  
Date: Date:  
20  
Exhibit E  
FORM OF LEASE STATEMENT  
ESTOPPEL CERTIFICATE  
THIS ESTOPPEL CERTIFICATE (hereinafter referred to as “Certificate”) is made this day of  
, 20 , by the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of  
the State of Florida, which is vested with the government, control and management of the University of Florida  
(hereinafter referred to as “Tenant”).  
W I T N E S S E T H:  
WHEREAS, Tenant and (hereinafter the “Landlord”) entered into a certain  
Lease Agreement dated as of , 20 , for the Tenant’s use and occupancy of certain properties at  
, , Florida, as such properties are described in the Lease Agreement, such use and  
occupancy to be for the period of time and in accordance with the terms and conditions set out in the Lease  
Agreement.  
NOW, THEREFORE, for the benefit of the Landlord, the Tenant does hereby acknowledge:  
1. To Tenant’s actual knowledge, with no duty of inquiry, as of the date hereof, the Landlord has  
performed its obligations due and required under the Lease Agreement and the Lease Agreement is in good  
standing, full force and effect and not in default.  
2. To Tenant’s actual knowledge, with no duty of inquiry, as of the date hereof, Tenant is not past due  
on payments to Landlord and attributable to the Lease Agreement identified above.  
3. That the Lease Agreement covers the certain property at , ,  
Florida, as is more specifically identified in the Lease Agreement.  
This Certificate shall be interpreted in accordance with, and governed by, the laws of the State of  
Florida.  
IN WITNESS WHEREOF, Tenant has caused this Certificate to be properly signed and sealed the day  
and date first set out above.  
WITNESS: THE UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES  
X By:  
Trevor Schneider  
Print: Director, Office of Real Estate  
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