



STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: _____

Preamble

Lease Commencement: _____

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20____ by and between those Parties listed below.

Parties

Lessee: _____
Agency Name

Address: _____
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made herein, Lessor agrees to lease to Lessee those premises (hereinafter the "Premises") described as:

Description:

Building: _____ **County:** _____
Building Name

Address: _____
Street City State Zip Code

consisting of an aggregate area of _____ square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement.

B. Lessor shall also provide _____ exclusive parking spaces and _____ nonexclusive parking spaces as part of this Lease.

2. Term & Renewals

A. The Lease shall begin on: _____
Month Day Year

and end at the close of business on _____
Month Day Year

for a term of _____ months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional _____ upon the same terms and conditions as specified in Article 4.B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: _____

Lessee Initial: _____

Lease Number: _____

- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Accessibility and Alterations

- A. Lessor agrees that the Premises meets at the time of occupancy, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC") and the Americans with Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this Lease, Lessor, at Lessor's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy, or alteration of the Premises, including any building or project thereon.

If a claim or action is brought containing one or more allegations that a portion of the Premises fails to comply with the ADA, Lessor agrees to indemnify, defend, and hold Lessee harmless from any cost or expense, including attorney's fees, arising out of or relating to such claim or action.

- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Certain Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. Section 255.25(3) (e), Florida Statutes, relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and in the event this Lease is terminated by Lessee through no fault of Lessor before the expiration of its base term, the Lessor will or will not be entitled to reimbursement for these improvements.
- B. Section 252.385(4) (b), Florida Statutes, relating to the use of the Premises as a public hurricane evacuation shelter. The Premises may be required to serve as a public hurricane evacuation shelter at the request of local or state emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter, Lessor, upon receiving notice from the state or local emergency management agency, shall make the Premises available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of this Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons. The Lessor shall not be responsible for heating and cooling designated unconditioned storage space.

Lessor Initial: _____

Lessee Initial: _____

10. Compliance with Fire Safety Standards; Casualty; Asbestos; Radon Gas

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal prior to occupancy by Lessee and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida’s Fire Safety Standards, Lessor agrees to provide Lessee with a written Fire Safety Inspection prior to the Lessee occupying the space. The Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. If the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, then (i) all rental payments will cease from the date of destruction, (ii) Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to such date of destruction, and (iii) either party may terminate this Lease by providing written notice of such termination to the other party within 45 days of the destruction. If neither party terminates this Lease within such 45-day period, then Lessor shall work diligently to repair the damage to the Premises at its own expense and rental payments will resume beginning on the date of completion of the repairs. If Lessor fails to complete the repairs within 180 days of the date of destruction, then Lessee may terminate this Lease by providing written notice of such termination to Lessor at any time prior to Lessor’s completion of the repairs. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the rental payments will commence, and this Lease will then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. 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 a period of 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 health department. See Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Lessee’s Property; Surrender of Premises

All fixtures, equipment, leasehold improvements, personalty, and any other property which may be installed or placed in or upon the Premises by Lessee shall remain the property of Lessee. Lessee shall have the right at any time during the term of this Lease to remove such property from the Premises; provided, however, Lessee shall promptly repair any damage caused by such removal. Lessor shall not be liable to Lessee for loss or damage to any property of Lessee located in or upon the Premises, except to the extent such loss or damage is caused by one or more acts or omissions of Lessor or Lessor’s employees, agents, or contractors. Lessee will peaceably surrender the Premises to Lessor at the expiration or earlier termination of the term of this Lease.

12. Right to Inspect

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

Notwithstanding the foregoing, Lessor shall not allow any prospective purchaser, tenant, or anyone else having a prospective interest in the Premises to enter into or upon the Premises without Lessor having received Lessee’s written consent to such entry at least two business days prior thereto, with such consent not to be unreasonably withheld or delayed.

13. Taxes

Lessor shall pay all real estate taxes, including ad valorem, non-ad valorem, special assessments, and taxing district fees, applicable to the Premises and any sales and use tax levied upon the rent payable by Lessee under this Lease.

14. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of Lessee’s interest herein. Lessor shall not unreasonably withhold such written consent.

15. Rental Commencement

Notwithstanding the provisions of Article 2 “Term” and Article 4 “Rent” of this Lease, the term of this Lease shall not commence until date of completion of the renovations of the Premises to Lessee’s satisfaction and thereby made ready for occupancy by Lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

Lessor Initial: _____

Lessee Initial: _____

16. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

17. Defaults and Remedies

A. Lessee Default and Remedies

If Lessee fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after Lessee's receipt of written notice from Lessor setting forth the nature of such failure and the conduct required of Lessee to cure such failure, then Lessee will be in default hereof and Lessor may exercise any remedies available to it hereunder, at law, or in equity, including the right to terminate this Lease, recover possession of the Premises in accordance with Section 83.05, Florida Statutes, and bring suit for collection of any amounts due and payable by Lessee hereunder for which Lessee may be in default, subject to Lessor's duty to mitigate its damages resulting from the occurrence of such default.

B. Lessor Default and Remedies

If Lessor fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after Lessor's receipt of written notice from Lessee setting forth the nature of such failure and the conduct required of Lessor to cure such failure, then Lessor will be in default hereof and Lessee may exercise any one or more of the following remedies in addition to any other remedies available to it hereunder, at law, or in equity:

- (i) terminate this Lease;
- (ii) cure such default for the account of Lessor, and any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor, and Lessor agrees to reimburse Lessee therefor on demand and save Lessee harmless therefrom. If Lessor fails to reimburse Lessee upon demand for any amount paid for the account of Lessor hereunder, within 10 days after receipt from Lessee of a written notice of claim for reimbursement, said amount may be deducted by Lessee from the next or any succeeding monthly payment of rent or any other amounts due and payable by Lessee hereunder; and
- (iii) bring suit for collection of any amounts due and payable by Lessor hereunder for which Lessor may be in default.

18. Insurance

Lessor shall procure and continue in force during the term of this Lease general liability insurance against any and all claims for injuries to persons or property occurring in, upon, or about the Premises. Such insurance at all times shall provide coverage in an amount not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate. Such insurance shall provide for payment of claims on an occurrence basis. Such insurance shall be issued for periods of not less than one year by responsible insurance companies authorized to engage in the business of general liability insurance in the State of Florida. Upon request by Lessee, Lessor shall cause the insurance carrier or its authorized representatives to issue to Lessee certified copies of the certificates evidencing the existence in full force and effect of fully paid policies required under this Article. Upon request by Lessee delivered not less than 30 days prior to the expiration of any policy of insurance, Lessor shall deliver to Lessee, not less than 15 days prior to the expiration of such policy of insurance, a certificate evidencing renewal or replacement of such policy of insurance effective no later than the expiration date of the current policy. In addition, Lessor shall deliver to Lessee, upon request, a copy of Lessor's policy of general liability insurance.

19. Warranty of Title

Lessor represents and warrants that it is the owner of the Premises and has the full and unrestricted right to execute this Lease and demise the Premises to Lessee, together with all rights, privileges, and appurtenances herein demised.

20. Covenant of Quiet Enjoyment

If Lessee is not in default of its obligations hereunder, Lessee will, during the term of this Lease, have the right to freely, peaceably, and quietly occupy and enjoy possession of the Premises, together with all rights, privileges, and appurtenances herein demised, without molestation or hindrance, lawful or otherwise.

21. Use of Premises

Lessee will have the right to use and occupy the Premises for any lawful purpose. Lessee will not make or suffer any unlawful use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

Lessor Initial: _____

Lessee Initial: _____

22. No Waiver of Defaults

No waiver of any default by a party will be implied from any omission by the other party to take any action with respect to such default.

23. Compliance with Laws

Each party agrees that it shall comply with all federal, state, and local authorities, laws, ordinances, codes, rules, regulations, and orders applicable to this Lease, the Premises, or activities undertaken pursuant to this Lease.

24. Right to Terminate

Lessee has the right to terminate this Lease, without penalty, if a state-owned building becomes available to Lessee for occupancy, and Lessee has given 6 months' advance written notice to Lessor by certified mail, return receipt requested.

25. Entire Understanding

This Lease constitutes the entire understanding between the parties regarding the subject matter hereof.

26. Modifications

No modification to this Lease will be effective unless it is in writing and signed by the parties and the Department of Management Services.

27. No Third-Party Beneficiaries

This Lease is intended for the exclusive benefit of the parties and may not be enforced by any other person.

28. Successors

This Lease will be binding upon and inure to the benefit of the parties and their respective assigns and successors-in-interest.

29. Severability

If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

30. Governing Law; Jurisdiction

Florida law governs all adversarial proceedings arising out of this Lease or the subject matter hereof. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Lease or the subject matter hereof, a party must bring such a proceeding in a federal or state court located in Leon County, Florida.

31. Discriminatory Vendor List

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

32. Cooperation with Inspector General

Lessor understands and will comply with Section 20.055(5), Florida Statutes, regarding cooperating with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, Florida Statutes.

33. Disclosure Statement

- A. Pursuant to Rules 60H-1.025(1) and 60H-1.0261(1), Florida Administrative Code, Lessor shall submit to Lessee, prior to execution of this Lease and upon any change of ownership of the Premises, a completed Department of Management Services Form Number 4114, providing (i) full disclosure of the names and the extent of interest of the owners holding a 4% or more interest in the Premises or in the entity holding title to the Premises, and (ii) full disclosure of the names of all public officials, agents, or employees holding any interest in the Premises or in the entity holding title to the Premises, and the nature and extent of their interest (collectively, a "Disclosure Statement").
- B. Pursuant to Rule 60H-1.025(2), Florida Administrative Code, Lessor shall submit to Lessee, prior to any renewal of this Lease, any extension of this Lease, or any modification to this Lease, either a completed Disclosure Statement or, if Lessor's previously submitted Disclosure Statement is still valid, a completed Department of Management Services Form Number 4114A, providing that Lessor's Disclosure Statement currently on file with Lessee remains valid and correct.

Lessor Initial: _____

Lessee Initial: _____

Lease Number: _____

- C. In accordance with Rule 60H-1.025(3), (4), Florida Administrative Code, Lessor is not obligated hereunder to disclose in a Disclosure Statement any leasehold interest in property located outside the territorial boundaries of the United States or any beneficial interest which is represented by stock in any corporation registered with the Securities and Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public, provided that Lessor submits to the Department of Management Services a statement certifying such registration.

34. Human Trafficking

Pursuant to Section 787.06(13), Florida Statutes, if Lessor is a nongovernmental entity, Lessor shall submit to Lessee, upon execution of this Lease, any renewal of this Lease, or any extension of this Lease, an affidavit signed by an officer or representative of Lessor under penalty of perjury attesting that Lessor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

35. Definition of Terms

- A. The terms "Lease Agreement" or "Lease" shall be inclusive of each other and shall also include any renewals, extensions, or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the respective successors and assigns thereto.
- C. The singular shall include the plural, and the plural shall include the singular whenever the context so requires or permits.

36. Additional Provisions

- D. No additional provisions form a part of this Lease
- E. All additional provisions appear on attached Addendum(s):

_____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

Lessor Initial: _____
Lessee Initial: _____

Lease Number: _____

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Lease for the purpose herein expressed, this _____ day of _____, _____

ANY MODIFICATION OF THIS LEASE EXECUTED BY THE PARTIES HERETO SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL CONSENTED TO IN WRITING BY THE DEPARTMENT OF MANAGEMENT SERVICES.

As to Lessor – Lessor (if Lessor is an individual) or Lessor’s authorized representative must sign, print name, and enter date.

X _____	_____	____	____
Lessor or Lessor’s Authorized Representative	Printed Name/Title	Date	

As to Lessee– Agency Head or their authorized delegate must sign, print name, and enter date.

X _____	_____	____	____
Agency Head or Authorized Delegate	Printed Name/Title	Date	

As to Department of Management Services – Chief Real Property Administrator or authorized delegate must sign, print name, and enter date. While not a party to this Lease, the Department of Management Services acknowledges its consent thereto in connection with its oversight of state agency leasing activities for the State of Florida.

X _____	_____	____	____
Authorized Representative	Printed Name	Date	