



# STATE OF FLORIDA Lease Agreement

Department of Management Services Form 4071

Lease Number: \_\_\_\_\_

THIS LEASE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between State of Florida, DEPARTMENT OF MANAGEMENT SERVICES, party of the first part, hereinafter called the Lessor, and State of Florida, \_\_\_\_\_, party of the second part, hereinafter called the Lessee,

## WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in \_\_\_\_\_ Florida, building described as \_\_\_\_\_, which shall constitute an aggregate area of square feet of usable space measured from the base of the interior walls of the demised premises, shown on Attachment A, in accordance with Department of Management Services' Standard Method of Space Measurement.

### I. TERM

**TO HAVE AND TO HOLD** the premises described in Attachment A for a term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on a month-to-month basis until terminated by the Department of Management Services.

### II. RENTAL RATE AND PAYMENT

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay to the Lessor the amount shown on Attachment A, per quarter for the rental period described in Article I of this lease (subject to adjustments in rate as provided for in next paragraph). The rent for any fractional part of the first quarter shall be prorated and thereafter the rent shall be payable on the first day of each subsequent quarter. Prior to the 1<sup>st</sup> business day of each quarter, the Department of Management Services will send an invoice for rent and any additional charges to the Lessee. Invoices are due and payable to the Department of Management Services on the 15<sup>th</sup> day of the next succeeding month. In the event the Agency fails to pay all amounts due by the 25<sup>th</sup> day of the month in which due, the Lessor is authorized, pursuant to Section 255.521, Florida Statutes, to instruct the Chief Financial Officer to transfer from general revenues of the Lessee an amount sufficient to pay the rentals and charges due and unpaid from such Lessee. All rentals and charges due shall be paid to the Lessor at 4050 Esplanade Way, Suite 335, Tallahassee, Florida 32399-0950.

Rental payments as shown in Attachment A are at the present rate for this building as established by the Florida Legislature. Lessee agrees that any change by the Florida Legislature to the rental rate will necessitate a change in rental payments as shown in Attachment A of this lease. Such rental rate change will be incorporated into this lease on the legislation's effective date and will modify the rental charges in Attachment A automatically, in accordance with the legislation, without amendment to this lease. Lessor agrees to provide to Lessee information concerning any rental change as soon as practicable following this legislation.

### III. BUILDING SERVICES

The Lessor agrees to furnish to the Lessee all billed utilities including gas, water, sewer, solid waste, storm water and other power and electric rates or charges, heating, air conditioning, pest control services, janitorial services and recycling of paper, aluminum and glass products and landscape maintenance for the leased premises during the term of the lease at the expense of the Lessor during the facilities normal working hours which are deemed 8:00 am to 5:00 pm Monday through Friday, excluding state holidays. Janitorial services are performed between 5:00 pm and 10:00 pm Monday through Friday, excluding state holidays. These services are in accordance with the Department of Management Services' Building Tenant Guide. Lessee's need for alternate schedule for gas, water, power, heating, janitorial services, ventilation and/or air conditioning and lighting are authorized to be billed back as an additional charge to the Lessee per actual cost.

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**IV. MAINTENANCE REPAIRS AND BUILDING ALTERNATIONS**

The Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices established by the Division of Real Estate Development and Management. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

The Lessee is responsible for the interior of its individual leased area, including, but not limited to, painting, carpeting, partition changes, remodeling, etc., the cost of which is also the Lessee's responsibility. The Lessee must obtain written approval through the Department of Management Services, Division of Real Estate Development and Management, before proceeding with any changes, modifications or additions, including product type and color, to the leased premises. Any relocation of furniture and all moves, internal or external, must be approved by the Lessor and coordinated through the building manager of the building in which the relocation or move is to occur.

The design live load for this building is 50 lbs. per square foot. Any loading of equipment, files, furnishings, etc., in excess of this limit shall be brought to the attention of the Lessor and obtain Lessor's written consent prior to placement of said items in building. If structure is deemed to be insufficient for planned loading, the Lessee shall bear the expense for the installation of necessary additional structural support.

The removal of any furnishings affixed by the Lessee to the building shall be at the expense of the Lessee and, further, all damage to the building caused by said removal shall be repaired at the expense of the Lessee. Such repair work shall be performed under the supervision of the Department of Management Services, Division of Real Estate Development and Management, and completed to their satisfaction.

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except Lessee is responsible for any breakage or damage caused to the exterior of the demised premises, including windows, by the Lessee, its officers, agents, visitors or employees.

The Lessor agrees to maintain in the demised premises light fixtures installed for the use of the Lessee. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for furnishing light.

**V. AMERICANS WITH DISABILITIES**

Lessor and Lessee understand that any person who owns, leases, or operates a place of public accommodation, has obligations under this Act.

Lessor agrees that it will develop a plan to address the conformance with the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), 2010 ADA Standards, and the Florida Americans With Disabilities Accessibility Implementation Act, sections 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 the Florida Building Code have all been incorporated within the FACBC. The Lessor agrees to request appropriations from the Florida Legislature to continue performance of ADA alterations as identified in the plan that are required by Federal and State laws, rules and regulations and to develop a plan for implementation of the needed alterations.

Lessor agrees that Lessee shall have the right to make any minor 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. Any alteration may need to be in conformance with the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), 2010 ADA Standards, and the Florida Americans With Disabilities Accessibility Implementation Act, sections 553.501–553.514, Florida Statutes.

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**VI. COMPLIANCE WITH SAFETY STANDARDS**

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 at any reasonable time thereafter.

The Lessee shall require its employees to comply with all evacuation orders. Fire Safety Inspections will be conducted by State Fire Marshal or local fire officials. Noted violations will be corrected as directed within the time frame indicated in the inspection document.

In the event that the entirety or majority of the premises is destroyed by fire, lightning, storm or other casualty rental payments shall cease until the completion of 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 full rental shall commence and the Lease shall then continue the balance of the term.

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 health department. Section 404.056(5), Florida Statutes.

**VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee. The Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

**VIII. RIGHT OF LESSOR TO INSPECT**

A. The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease. The Lessor, during emergencies, may enter into and upon the demised premises for the purposes of making emergency repairs as they are required to ensure successful preventive maintenance and to stop any continuing damage to the facility.

**B. Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**IX. TAXES AND INSURANCE**

Lessor shall pay all fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises. Lessee shall be responsible for carrying the appropriate building contents insurance on Lessee owned properties and on all properties listed on Attachment B.

**X. SUBLETTING AND ASSIGNMENT**

Lessee is required to obtain written consent of Lessor, to sublet or assign all or any part of the premises. Lessor shall not unreasonably withhold written consent.

**XI. AVAILABILITY OF FUNDS**

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

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**XII. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the City of \_\_\_\_\_ and County of \_\_\_\_\_ now or hereinafter made.

**XIII. NOTICES**

All notices required to be served upon the Lessor shall be served, return receipt requested, at Department of Management Services

Division of Real Estate Development and Management 4050  
Esplanade Way, Suite 335  
Tallahassee, FL 32399-0950

and all notices required to be served upon the Lessee shall be served, return receipt requested, at the address of the Lessee at:

Agency: \_\_\_\_\_  
Division: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**XIV. DEFINITION OF TERMS**

- (a) The terms "lease," "lease agreement," or "agreement" 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 successors for the parties hereto.
- (c) The term "premises" shall mean the space leased from Lessor to Lessee, which is referenced in Attachment A.
- (d) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**XV. ADDITIONAL TERMS (Check All That Are Applicable)**

- Attachment A
- Attachment B
- Other Attachments - \_\_\_\_\_

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

**ORIGINAL SIGNATURES REQUESTED ON ALL COPIES**

**As to Lessee Agency** – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

<b>X</b> _____ Agency Head or Authorized Delegate	Printed Name _____	Date ____/____/____
<b>X</b> _____ Agency Office of General Counsel	Printed Name _____	Date ____/____/____

**As to the Department of Management Services** – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date.

<b>X</b> _____ Bureau of Leasing	Printed Name _____	Date ____/____/____
<b>X</b> _____ Secretary or Authorized Delegate	Printed Name _____	Date ____/____/____



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## ATTACHMENT B AGENCY INSTALLED EQUIPMENT

Lessee acknowledges that the equipment listed below belongs to the Lessee. Lessee acknowledges that approval has or will be obtained from the Bureau of Construction for the installation of any agency-installed equipment via a Tenant Improvement Request.

Lessee acknowledges that equipment owned and installed by Lessee will have continuous maintenance performed, be repaired timely, inspected and removed with industry standards, utilizing safe operating practices. Lessee will hire qualified technicians to perform services as necessary for the installation, maintenance, and removal of the equipment. The Department of Management Services takes no responsibility for any of the Lessee owned equipment.

The installation, inspection, maintenance, repair, and removal of any furnishings affixed by the Lessee to the building shall be at the expense of the Lessee and, further, all damage to the building caused by the installation of the equipment, the operation/repair of the equipment, lack of repair or negligence and/or its removal of said equipment shall be at the sole risk and expense of the Lessee. Such installation, maintenance, repair work and/or removal shall be witnessed by Division of Real Estate Development and Management, Bureau of Building Construction and/or the Bureau of Operations and Maintenance as appropriate, and completed to their satisfaction.

Lessee acknowledges that they must obtain written permission from Division of Real Estate Development and Management, Bureau of Building Construction and/or the Bureau of Operations and Maintenance as appropriate prior to the installation of any equipment installed and attached to the structure of the leased building.

Equipment is listed below:

Equipment	Equipment Purpose	Owned or Leased	Equipment Make/Model	Installation Location	Installation Date

Attach additional pages as necessary.

**ORIGINAL SIGNATURES REQUESTED ON ALL COPIES**

**As to Lessee Agency** – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

<input checked="" type="checkbox"/> _____ Agency Head or Authorized Delegate	_____ Printed Name	_____ / _____ / _____ Date
<input checked="" type="checkbox"/> _____ Agency Office of General Counsel	_____ Printed Name	_____ / _____ / _____ Date

**As to the Department of Management Services** – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date.

<input checked="" type="checkbox"/> _____ Bureau of Leasing	_____ Printed Name	_____ / _____ / _____ Date
<input checked="" type="checkbox"/> _____ Secretary or Authorized Delegate	_____ Printed Name	_____ / _____ / _____ Date