



# STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

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

Lease Commencement: \_\_\_\_\_

### Preamble

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 here, 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. This space comprises approximately \_\_\_\_\_% of the \_\_\_\_\_ net square feet in the building.

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

### 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.

**3. Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

**Lessee:** \_\_\_\_\_  
Agency Name

**Address:** \_\_\_\_\_  
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

**Lessor:** \_\_\_\_\_  
Lessor Name

**Address:** \_\_\_\_\_  
Street City State Zip

C. Rental invoices shall be submitted monthly to Lessee at:

**Lessee:** \_\_\_\_\_  
Lessor Name

**Address:** \_\_\_\_\_  
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

**Lessor:** \_\_\_\_\_  
Lessor Name

**Address:** \_\_\_\_\_  
Street City State Zip

**4. Rent**

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

**A. Base Term**

Lessee agrees to pay Lessor rent according to the following schedule:

| Start<br>(MM/DD/YYYY) | TERM |                     | RATE PER<br>SQUARE FOOT | MONTHLY RENT | ANNUAL RENT |
|-----------------------|------|---------------------|-------------------------|--------------|-------------|
|                       |      | End<br>(MM/DD/YYYY) |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |

**B. Option Term**

For the renewal options as specified in article 2, the rental rate shall be:

| Start<br>(MM/DD/YYYY) | TERM |                     | RATE PER<br>SQUARE FOOT | MONTHLY RENT | ANNUAL RENT |
|-----------------------|------|---------------------|-------------------------|--------------|-------------|
|                       |      | End<br>(MM/DD/YYYY) |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |
|                       | -    |                     |                         |              |             |

**5. Utilities**

- A. The Lessor , Lessee , see Addendum \_\_\_\_\_  will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

**6. Facility Services**

- A. The Lessor  or Lessee  will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor  or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor  or Lessee  agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor  or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor  or Lessee  shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- 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    |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

**7. Accessibility and Alterations**

- A. Lessor agrees that the Premises conform, or will be brought into conformance with, the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities, and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, known as the "Americans with Disabilities Act of 1990" prior to Lessee's occupancy.
- B. Lessor agrees that Lessee shall have the right to make any alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not capriciously withhold the consent to any such alterations.

**8. 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 the Lessor does  or does not  intend to seek 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. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local 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 Emergency Management Center, shall make the building 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 the 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.

**10. Compliance with Fire Safety Standards**

- 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 written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. 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.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. 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. (Chapter 404.056(8), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

**11. Injury or Damage to Property**

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

**12. Expiration of Term**

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

**13. 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 .

**14. Taxes and Insurance**

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

**15. 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 the Premises. Lessor shall not capriciously withhold written consent.

**16. Wavier of Defaults**

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**17. Rental Commencement**

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised 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.

**18. 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.

**19. Breach of Covenant**

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

" ..... u ..... O .....  
..... O ..... O .....

**20. Not Consent to Sue**

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

**21. Right to Terminate**

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

**22. Public Entity Crime Statement**

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**23. Discrimination**

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**24. Use of Premises**

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 to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

**25. Failure to Comply**

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
  - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
  - ii. fulfill Lessor’s obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor’s obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
  - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
  - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor’s failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

**26. 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 and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**27. Additional Terms**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.**

**ORIGINAL SIGNATURES REQUESTED ON ALL COPIES**

**As to Lessor** – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

|   |       |   |
|---|-------|---|
| <b>X</b> _____<br>Lessor or Authorized Representative | _____ | ____ / ____ / ____<br>Printed Name Date |
| <b>X</b> _____<br>Witness #1                          | _____ | ____ / ____ / ____<br>Printed Name Date |
| <b>X</b> _____<br>Witness #2                          | _____ | ____ / ____ / ____<br>Printed Name Date |

**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> _____<br>Agency Head or Authorized Delegate | _____ | ____ / ____ / ____<br>Printed Name Date |
| <b>X</b> _____<br>Agency Office of General Counsel   | _____ | ____ / ____ / ____<br>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. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

|   |       |   |
|---|-------|---|
| <b>X</b> _____<br>Chief Real Property Administrator | _____ | ____ / ____ / ____<br>Printed Name Date |
| <b>X</b> _____<br>Secretary or Authorized Delegate  | _____ | ____ / ____ / ____<br>Printed Name Date |
| <b>X</b> _____<br>Office of General Counsel         | _____ | ____ / ____ / ____<br>Printed Name Date |