

STATE OF FLORIDA  
COUNTY OF OKALOOSA

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Lease") made and entered into by and between **NORTHWEST FLORIDA STATE COLLEGE**, a Florida public educational institution (hereinafter referred to as the "College"), and **SEASIDE SCHOOL FOUNDATION.INC.**, a non-profit 501(c)(3) organization, created to benefit and support Seaside School, Inc., a charter school established pursuant to Section 1002.33, Florida Statutes (hereinafter referred to as the "Lessee").

**WITNESSETH:**

**WHEREAS**, the College owns classroom and office space located in both Okaloosa and Walton County, Florida,

**WHEREAS**, the College has agreed to make certain classroom and office spaces available to the Lessee for its operations; and,

**WHEREAS**, the Lessee's mission is compatible with that of the College; and,

**WHEREAS**, the College and the Lessee believe it to be in their best interest to enter into this Lease for public purposes.

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. **LEASED PREMISES.** The College agrees to lease to the Lessee five classrooms (rooms numbered 119, 120, 123, 133, and 134) and four offices (rooms numbered 107, 109, 122, and 125, plus the conference room from 7:30 am to 12 pm on the South Walton campus (hereinafter referred to as the "Premises"). The classrooms shall be for the Lessee's exclusive use between the hours of 7:00 am and 4:00 pm. The offices shall be for the Lessee's exclusive use 24 hours each day. The Lessee shall also be entitled to the non-exclusive use of all common elements of the facility, including common entrances and hallways, restrooms, and reception areas, as well as sufficient parking for employees and guests of the Lessee. The College also agrees to lease to the Lessee one classroom (Bldg 360, room 107) on the Niceville campus and these rooms shall be available to the Lessee at all hours that the campus is in operation.

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2. LEASE TERM AND TERMINATION. This Lease shall be for a period of two (2) years commencing July 1, 2021, (through June 30, 2023) and will be renewed annually thereafter. The College and the Lessee may mutually agree to extend the term of the lease for such period and upon such terms as they shall agree. If neither party provides written notice to the other at least 180 days prior to the end of the designated term that the lease shall terminate at the end of the designated term or the end of any renewal term hereunder, this Lease shall automatically be extended for an additional year upon the same terms as the original lease period.

3. CONSIDERATION. The College is providing the leased Premises at an annual rental cost of \$31,304. The College shall provide all utilities and normal custodial services as part of its responsibilities to the Lessee for an additional annual cost of \$36,286, for a total cost of \$67,590 to be paid in monthly installments.

4. SCOPE OF USE OF FACILITIES BY THE LESSEE. The Premises shall be used by the Lessee for instructional purposes and reasonably related activities to further its mission as a charter school. The Lessee shall be provided access to the Premises and the common elements of the building at the times specified, including dates when the College is closed or not in session.

5. CONTROL OF PREMISES BY THE LESSEE.

- A. The Lessee shall have exclusive use of the Premises during the times specified, except to the extent the College or their representatives are required to enter for maintenance, custodial, safety, or similar reasons.
- B. The Lessee shall not permit any of its guests, invitees, employees, agents or other users to engage in any disorderly conduct or commit or maintain any waste or nuisance on the facilities or to use the facilities in any way or manner so as to interfere with the safe and orderly operation of adjacent public educational facilities by the College or to violate any local, state or federal laws, rules or regulations. Further, the Lessee shall not permit any of its guests, invitees, employees, agents, or other users to engage in the sale or use of alcoholic beverages or any acts or actions which violate the laws of the State of Florida or the United States while on the Premises.
  - a. If the Lessee wishes to conduct fund-raising activities that involve alcoholic beverages on College property, those activities will be coordinated in advance with the College and will be conducted only by individuals holding an active Alcoholic Beverage Commission License.
- C. The Lessee shall have the primary responsibility for the supervision of the Premises and the maintenance of order and the enforcement of

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this provision during the times specified.

- D. The Lessee shall be allowed to put non-permanent items on the walls of the classrooms, but must ensure that all items are easily and quickly removable and leave no damage to the walls.

6. IMPROVEMENTS; MAINTENANCE AND REPAIR.

- A. The College shall be solely responsible for constructing all improvements necessary for the Lessee to occupy the Premises. The Lessee shall use said Premises in the condition in which they are provided. Any improvements or modifications must be approved in advance by the College. Notwithstanding the foregoing, the Lessee shall be permitted to install temporary signage as necessary for the Lessee to perform its operations in an efficient manner, provided that the style and location of the signage must be previously approved by the College.
- B. Temporary or non-attached improvements and additions shall remain the property of the Lessee. However, all other such improvements and additions which are permanently attached to the property will become the property of the College and shall remain upon and be surrendered with the premises as a part thereof at the termination and/or expiration of this Lease.
- C. The College shall be responsible for the maintenance and repair of the Premises and the common elements of the facility, except to the extent that any maintenance or repairs are needed as a result of damage or misuse other than ordinary wear and tear caused by the Lessee or its agents, in which case the expense of the repair shall be the responsibility of the Lessee.
- D. Lessee shall not create, cause, or allow any lien, encumbrance or charge upon the Premises for improvements by Lessee. If any lien or notice of lien is filed against the Lessee or any of the College's interest in the Premises, the Lessee, its representatives, agents, or assigns, shall satisfy such lien and cause it to be discharged by payment, deposit, or bond. If the Lessee does not satisfy the lien within sixty (60) days of notice, the College may, at its discretion satisfy such lien as it deems appropriate and seek reimbursement from Lessee.

7. INSURANCE AND INDEMNITY.

- A. The Lessee shall exercise its privileges hereunder at its own risk and expense. The Lessee shall carry and maintain in full force and effect

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throughout the term of this Lease, either comprehensive general liability insurance or a comprehensive general liability self-insurance program for the full amount of coverage as the Lessee carries for all of its other facilities and functions, and in no event shall the coverage amount be less than the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended. The College shall be named as an additional insured on all such coverages. Certificates of Insurance must be received prior to occupancy of the Premises by the Lessee. All certificates shall provide a thirty (30) day notification clause to the College in the event of cancellation or modification of the policy. In the event the insurance coverage expires at any time during the term of this Lease, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

- B. All insurance carriers shall be rated "A" or better by the most recently published A.M. Best Rating Guide. The College reserves the right to accept or reject the insurance carrier(s), provided that approval shall not be unreasonably withheld.
- C. The College shall carry and maintain in full force and effect during the term of this Lease casualty insurance on the building that includes the Premises and all common elements of the building. In the event of any damage to the Premises, not caused by the Lessee, its representatives, agents, or assigns, the College agrees to undertake such repairs as required to restore the Premises to the condition at the time the Premises were originally occupied by the Lessee, all at the College's expense. If the damages render the Premises unusable by the Lessee, the College agrees to provide temporary/interim space to the Lessee on the South Walton campus of the College satisfactory to the Lessee.
- D. Neither the Lessee nor the College shall be responsible, liable to, or have any obligation to any user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.
- E. Notwithstanding any insurance carried by the Lessee pursuant to this Lease or otherwise, except as set forth in D above, the Lessee shall, and hereby does, agree to indemnify, defend and hold harmless the College and its officers, directors and employees, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and cost of defense) to any person or property arising directly or indirectly from the performance of services pursuant to this Lease by the Lessee, or arising out of any act or omission of the Lessee and/or its officials,

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employees, agents, or representatives, which results in bodily harm or property damage to others. The indemnification shall survive any termination of this Lease or any provision herein to the contrary.

8. BREACH. Should the Lessee breach any of the terms of this Lease, then the College, after giving notice as required herein, shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the Premises. In such event the College shall provide written notice to the Lessee setting forth the item(s) of breach or default and giving the Lessee sixty (60) days to cure the issue ("Cure Period"). If Lessee shall fail to correct the breach or default within the Cure Period then the College may terminate this Lease and all permanently attached improvements on the Premises shall become the property of the College.

In the event the College breaches this Lease, the Lessee shall have all rights provided under Florida law including but not limited to Chapter 83 Part I of the Florida Statutes.

9. WARRANTIES OF TITLE AND QUIET POSSESSION. The College covenants that the College owns the Premises in fee simple and has full right to make this Lease subject to the terms hereof, and the Lessee shall have quiet and peaceable possession of the Premises during the term hereof as against the acts of all parties claiming title to or a right to the possession of the Premises, with the exception, however, of the following conditions, restrictions, and limitations provided that the same do not cause unreasonable interference with Lessee's operations:

- A. The College reserves ingress and egress easements across, over and through all of the Premises for communication connections and other services necessary for the operations of the College in College's sole discretion.
- B. The College reserves the right for itself and all governmental agencies to access the Premises and all improvements thereon for inspections and all lawful purposes at all reasonable times.
- C. The Lessee's compliance with all deed restrictions and reservations, if any predating this Lease, that remain in effect as of the date of this Lease, covering the Premises. Nothing contained herein shall be construed to renew, extend or otherwise recognize any deed restrictions that have expired or been terminated by events, operation of law, their terms or otherwise.

10. ATTORNEY'S FEES AND COSTS. In any action, suit or proceeding to enforce or interpret the terms of this Lease, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees,

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whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

11. MISCELLANEOUS.

- A. Nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of partnership or joint venture.
- B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.
- C. No party shall be deemed in default under this Lease if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.
- D. The Lessee shall keep the Premises appearance and operating condition consistent with that of the College campus as a whole.
- E. Neither the Lessee nor the College utilized the services of a real estate broker or professional in the procurement or negotiation of this Lease.
- F. Nothing herein shall be construed or interpreted to be a waiver of the College's sovereign immunity as set forth in Section 768.28, Florida Statutes, as amended, or of any other Constitutional, statutory, common law or other protections afforded to the College.
- G. In the event that a dispute arises regarding this Lease and it is either contended or determined that an ambiguity exists as to any term in this lease, such ambiguity shall not be construed in favor of or against any party to this lease.
- H. Each person who executes this Lease represents and warrants to each party hereto that he or she has the authority to do so and agrees to indemnify and hold harmless the other party from any claim that such authority did not exist.

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- I. The Parties acknowledge that they have had the opportunity to consult with their counsel and understand fully the terms and legal effect of the terms set forth herein.
- J. The Parties agree that time is of the essence in the performance of this Lease and all obligations created thereby.
- K. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be one and the same instrument.

12. NOTICES. All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

College:

Devin Stephenson  
Northwest Florida State College  
100 College Boulevard  
Niceville, Florida 32578  
dstephenson@nwfsc.edu

Lessee:

Seaside School Foundation, Inc.  
Teresa Horton  
P.O. 4825  
Santa Rosa Beach, Florida 32459  
teresa@seasideschoolfoundation.org

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

13. COMPLETE AGREEMENT. This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the College and the Lessee relating to the management of the Premises are incorporated herein and may only be modified by agreement in writing.

14. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Lease.

15. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

16. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

17. WAIVER. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be

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construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

**IN WITNESS WHEREOF**, the parties hereto have caused the signatures of their officers to be set hereunder to be effective as of the latest date of execution.

**NORTHWEST FLORIDA STATE COLLEGE**

By: 

Devin Stephenson  
President  
Northwest Florida State College

Date: 9-27-21

**ATTEST:**

By: 

Date: 9-27-21

**SEASIDE SCHOOL FOUNDATION, INC.**

By: 

Teresa Horton  
Executive Director  
Seaside School Foundation

Date: 6/24/2021

**ATTEST:**

By: 

Date: 6/24/2021

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