

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name; Landlord’s address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2023)
 - Date lease ends (must be on or before January 2, 2025)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, Northwest Florida State College, 100 College Boulevard E, Niceville, Florida 32578

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Representative Matt Gaetz, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 3390 square feet of office space located at 805 East James Lee Blvd (U.S. Hwy. 90)
(Office street address)
in the city, state and ZIP code of Crestview, Florida 32539.
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning March 3, 2023 and ending January 2, 2025. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be \$3,107.50, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving 90 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 9. Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

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10. Modifications. Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. Other. Additionally, the Lessor and the Lessee agree to the following:

The District Office Lease Attachment is incorporated in this Lease as Attachment 1.

The District Office Lease Additional Terms is incorporated in this Lease as Attachment 2.

The Annotated Floor Plans are incorporated in this Lease as Attachment 3 and modify section 1 of this Lease (Location) to show the location of the Lease.

The Renovation List is incorporated in this Lease as Attachment 4.

A Furnishings & Inventory list shall be agreed upon by the parties no later than 30 business days after Lessee move-in and incorporated in this Lease as Attachment 5.

DRAFT

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Northwest Florida State College

Representative Matt Gaetz

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Name: Dr. Devin Stephenson

Title: President

Lessee Signature

Date

Date

DRAFT

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- The Member/Member-elect is required to personally sign the documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

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SECTION A **(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☒ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:
NWFSC Network/Cox Communication

☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☒ **Lockable Space for Networking Equipment.**

☒ **Telephone Service Available.**

☒ **Parking.** 2 Assigned Parking Spaces
 30 Unassigned Parking Spaces

☒ General Off-Street Parking on an As-Available Basis

☒ **Utilities.** Includes: Electric, Gas, Water & Sewer

☒ **Janitorial Services.** Frequency: Daily Monday-Friday

☒ **Trash Removal.** Frequency: Daily Monday-Friday

☒ **Carpet Cleaning.** Frequency: As needed or upon request

☒ **Window Washing.** ☒ **Window Treatments.**

☒ **Tenant Alterations Included In Rental Rate.**

☒ **After Hours Building Access.**

☒ **Office Furnishings.** Includes: Furnishings and Inventory listing to be attached as Att. 5.

☒ **Cable TV Accessible.** If checked, Included in Rental Rate: ☐ Yes ☒ No

☒ **Building Manager.** ☐ Onsite ☒ On Call Contact Name: Patrick Sweeney

Phone Number: 850-729-4929 Email Address: sweene13@nwfsc.edu

District Office Lease Attachment

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SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

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shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

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systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

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28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Northwest Florida State College
Print Name of Lessor/Landlord

Representative Matt Gaetz
Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name: _____
Title: _____

Date

Date

| | | |
|--|--------------------|-----------------------------|
| From the Member's Office, who is the point of contact for questions? | | |
| Name _____ | Phone (____) _____ | E-mail _____@mail.house.gov |

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. **Please complete all sections below, sign and return via the email or fax number listed.**

RETURN FORM TO: VendorEFT@mail.house.gov

FAX NUMBER: (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

| | | | |
|-------------------|---|----------------------|----------------|
| ADDRESS | US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515 | | |
| AGENCY IDENTIFIER | 53-6002523 | AGENCY LOCATION CODE | 4832 |
| | | TELEPHONE NUMBER | (202) 226-2277 |

SECTION II PAYEE/COMPANY INFORMATION

| | | | |
|--|-------------------|--|-------------------|
| NAME (AS SHOWN ON YOUR INCOME TAX RETURN) | | CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) | |
| BUSINESS NAME/DISREGARDED ENTITY NAME or DBA , IF DIFFERENT THAN ABOVE | | <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate | |
| | | <input type="checkbox"/> Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) <input type="checkbox"/> Exempt payee | |
| TYPE OF TAX IDENTIFICATION NUMBER <input type="checkbox"/> SOCIAL SECURITY NUMBER (or) <input type="checkbox"/> EIN | | <input type="checkbox"/> OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. <i>This name should match the name shown on the charter or other legal document creating the entity.</i> You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.) | |
| ENTER TAX IDENTIFICATION NUMBER | | | |
| ADDRESS/CITY/STATE/ZIP | | PURCHASE ORDER ADDRESS/CITY/STATE/ZIP | |
| CONTACT PERSON NAME | | | |
| EMAIL | | EMAIL | |
| TELEPHONE NUMBER | FAX NUMBER | TELEPHONE NUMBER | FAX NUMBER |
| REMIT TO ADDRESS | | | |

SECTION III FINANCIAL INSTITUTION INFORMATION

| | |
|--|---|
| BANK NAME (Branch City, State) | |
| ACH COORDINATOR NAME | TELEPHONE NUMBER |
| NINE-DIGIT ROUTING TRANSIT NUMBER | |
| DEPOSITOR ACCOUNT TITLE | |
| DEPOSITOR ACCOUNT NUMBER | LOCKBOX NUMBER |
| TYPE OF ACCOUNT | <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX |

SECTION IV SOCIO-ECONOMIC INFORMATION

| | |
|---------------------------------------|---|
| Type of Business | <input type="checkbox"/> Large Business-No Socio-Economic Designations <input type="checkbox"/> Minority <input type="checkbox"/> SmBusiness <input type="checkbox"/> Sm-Disadv/Minority <input type="checkbox"/> Sm-Disadv Only <input type="checkbox"/> SmMin Only |
| Sm-Disadvantaged Business Prog | <input type="checkbox"/> 8 (a) Firm <input type="checkbox"/> HUBZone Program <input type="checkbox"/> HUBZone Eligible <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> Women-Owned Business |
| Other Preference Programs | <input type="checkbox"/> Buy Indian <input type="checkbox"/> Directed to JWOD Non-Profit <input type="checkbox"/> No Preference/Not Listed <input type="checkbox"/> Small Business Set-Aside <input type="checkbox"/> Very Small Business Set-Aside |
| Veteran Owned Status | <input type="checkbox"/> Non-Vet Owned SmBus <input type="checkbox"/> Other Vet Owned SmBus <input type="checkbox"/> Serv-Disabled Vet Other Bus <input type="checkbox"/> Serv-Disabled Vet Owned SB <input type="checkbox"/> Vet-Owned Other Bus |
| Size of Business | <input type="checkbox"/> (A) 50 or less <input type="checkbox"/> (B) 51-100 <input type="checkbox"/> (C) 101-250 <input type="checkbox"/> (D) 251-500 <input type="checkbox"/> (E) 501-750 <input type="checkbox"/> (F) 751-1,000 <input type="checkbox"/> (G) Over 1,000 <input type="checkbox"/> (M) 1 million or less <input type="checkbox"/> (N) 1.1-2 million <input type="checkbox"/> (P) 2.1-3.5 million <input type="checkbox"/> (R) 3.1-5 million <input type="checkbox"/> (S) 5.1-10 million <input type="checkbox"/> (T) 10.1-17 million <input type="checkbox"/> (Z) Over 17 million |

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

| | | |
|-------------------------------------|-------------|-------------------------|
| NAME Dr. Devin Stephenson | | TITLE/POSITION |
| SIGNATURE | DATE | TELEPHONE NUMBER |

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

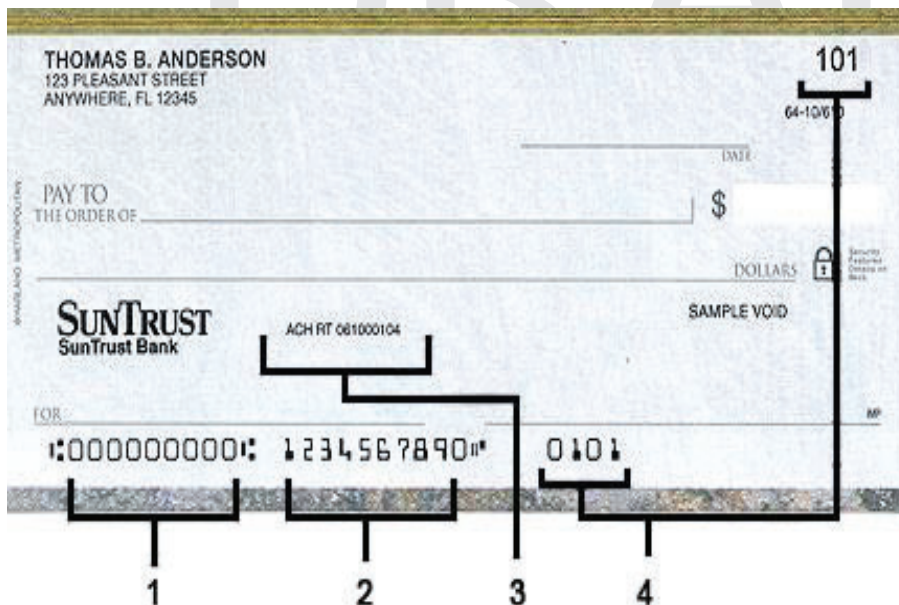
ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number;
found on the bottom of a check or deposit ticket or from your Financial Institution

ACCOUNT TITLE employee's or vendor's name on the account

ACCOUNT NUMBER account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

District Office Lease Additional Terms Attachment 2

The following terms and conditions are applicable to and incorporated in the District Office Lease, effective as of the date of signature of the last party on the Lease, between Northwest Florida State College ("Lessor") and Representative Matt Gaetz ("Lessee") as Attachment 2.

Section 1, titled "Location," shall include the floorplans attached to the District Office Lease as Attachment 3 and which more particularly describe the leased space within the Lessor's building.

Section 11, titled "Other," shall include: The Lessor and the Lessee agree to the following:

- a. **Authority.** Lessor is authorized to enter this lease under § 1001.64(37), Florida Statutes (F.S.).
- b. **Lessor Sovereign Immunity.** Nothing in this Lease shall be construed or interpreted to be a waiver of Lessor's sovereign immunity or of the application of § 768.28, F.S., as amended, or of any other constitutional, statutory, or other protections afforded to Lessor. Nothing in this Lease shall be construed or interpreted as consent by Lessor to be sued by third parties in any matter arising out of or related to this or any other agreement.
- c. **Lessee Assignment.** Lessee shall not assign any part of this Lease without the prior written consent of Lessor.
- d. **No Conflict of Interest.** Lessee certifies that neither it nor its directors or principal officers are employed by or affiliated with Lessor.
- e. **Permitted Use.** Lessee shall use the leased space solely and exclusively as the District Office for the Member/Member-Elect of the U.S. House of Representatives. Lessee shall use the leased space only for the lawful activities that the District Office is authorized to carry out and for no other purpose.
- f. **Condition of Property.** Lessee has inspected the property and accepts the condition of the property as of the first day of the Term.
- g. **Lessor Personal Property and Public Displays.** Lessee acknowledges and agrees that the leased space houses Lessor personal property (such as, but not limited to, furniture, documents, materials, displays, photographs, plaques, and historical memorabilia). Lessee agrees Lessor personal property may remain placed, stored, and displayed in the leased space and may be removed, altered, or switched out by Lessor at Lessor's discretion. Lessor is responsible for the maintenance of Lessor personal property. Lessee shall not move or interfere with such Lessor personal property without prior written consent of Lessor. To the extent that such Lessor personal property includes memorabilia, archives, or displays, Lessee shall permit the Lessor to allow members of the public to enter and view the memorabilia, archives, or displays on business days, during business hours, and with supervision; such tours may include supervised viewing of the leased space, including, but not limited to, the late Congressman Robert L. F. Sikes' office when not otherwise in use. Lessor shall provide Lessee with at least 24 hours advance notice prior to offering a tour of the leased space, and the parties will coordinate throughout the term of the lease regarding best practices for tours through the leased space.
- h. **Lessee Personal Property.** Lessee is and remains responsible for any Lessee personal property owned by Lessee that is brought into or kept in the leased space; Lessee shall remove any such property no later than the last day of the Term. If Lessee fails to remove such personal property no later than the last day of the Term, Lessor may remove that personal property with no further

responsibility to Lessee for that personal property; any such Lessee personal property that is federal property of the United States remains the property of the United States at all times.

- i. **Keys.** Lessor shall issue keys to Lessee and Lessee-designated personnel to access the leased space. Lessee and Lessee personnel are responsible for the safekeeping of those keys; shall not copy the keys; and shall return any and all keys no later than the last day of the Term. Lessor is not responsible for damage to the leased space or Lessee's personal property that occurs because of Lessee distribution, copying, or loss of keys.
- j. **Access by Lessor to Leased Premises.** Lessor shall have the right to enter the leased space to make inspections, provide services, maintain and display Lessor personal property, conduct tours or viewings as provided for in these terms, or complete any audits.
- k. **Authorized Representative and Notices.** Any notice required or permitted under this Lease shall be in writing and shall be given by Federal Express or similar overnight carrier with signature required addressed to Lessee or to Lessor at the Notice Address noted immediately below. Any such notice shall be effective on delivery of the overnight carrier delivery, or attempted delivery in the case of refusal, to such address. Any notice so delivered shall be accompanied by a courtesy email with electronic scan of such notice at the email address noted below. Either party may specify a different notice address for notice purposes by giving the other party written notice as set forth in this section. Notices may be given by counsel on behalf of their respective client.

Lessor:

Northwest Florida State College
President's Office
Building 400
100 College Boulevard E
Niceville, Florida 32578
wolfm@nwfsc.edu

Lessee:

Copy to:

Northwest Florida State College
Facilities
Building 600
100 College Boulevard E
Niceville, Florida 32578
sweene13@nwfsc.edu

The parties have duly executed this District Office Lease Additional Terms as of the effective date of the District Office Lease.

Lessor

Lessee

Dr. Devin Stephenson, President

Representative Matt Gaetz

Date

Date

Attachment 3



SMM ARCHITECTS
 325 S PALM OAK STREET
 FORT LAUDERDALE, FL 33302
 (954) 433-7542
 FL LIC # AA C000293

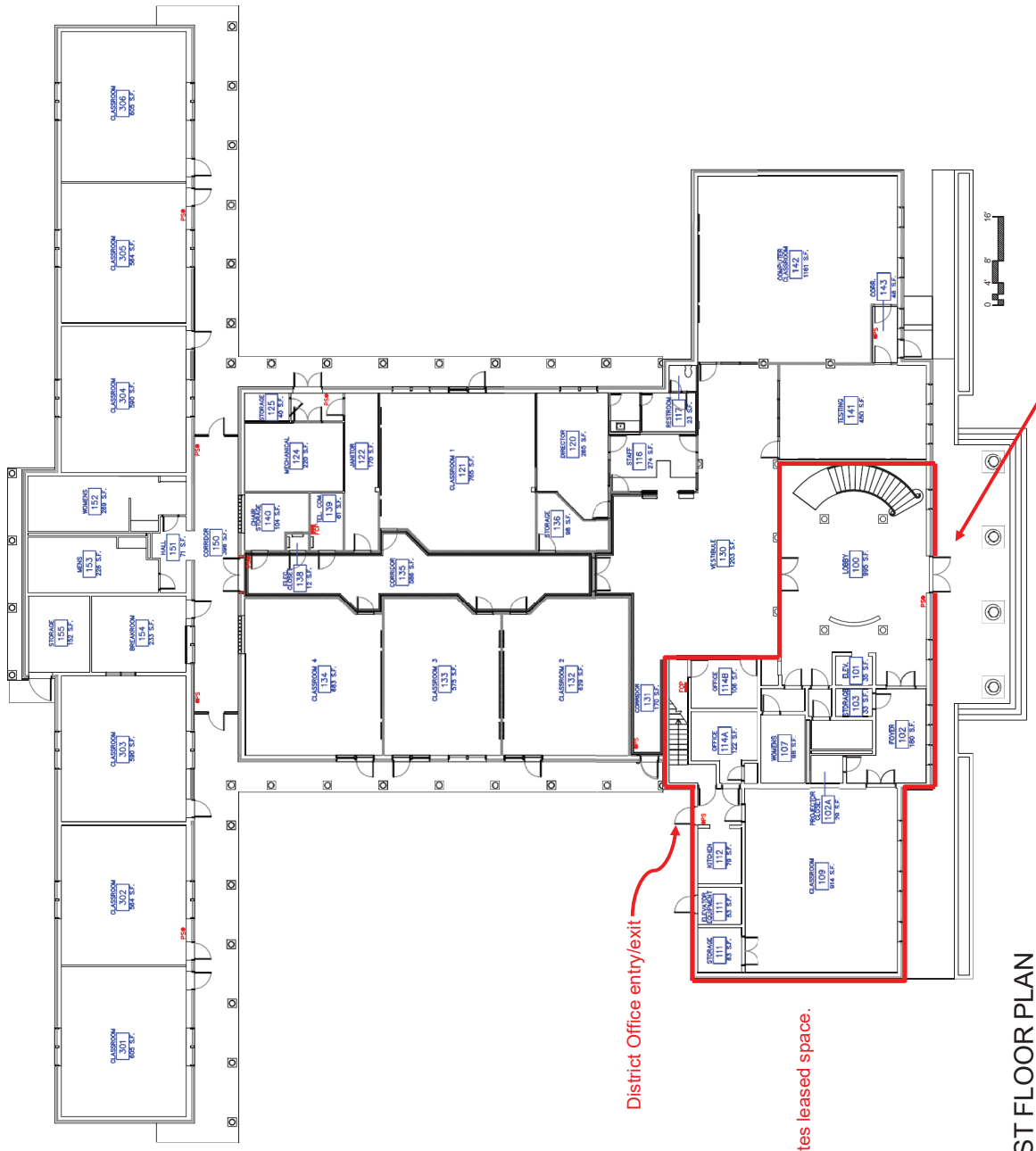
SIKES

NORTHWEST FLORIDA STATE COLLEGE

| REVISIONS | |
|-----------|-------------|
| No. | Description |
| | |
| | |
| | |

Title: **FIRST FLOOR PLAN**

Scale: As Noted
 Date: MAY 11, 2010
 Drawn By: JZ
 Checked By: MM
 Approved By: DA
 Dwg. No.: **A-1**



District Office entry/exit

Red outline indicates leased space.

District Office front entry/exit

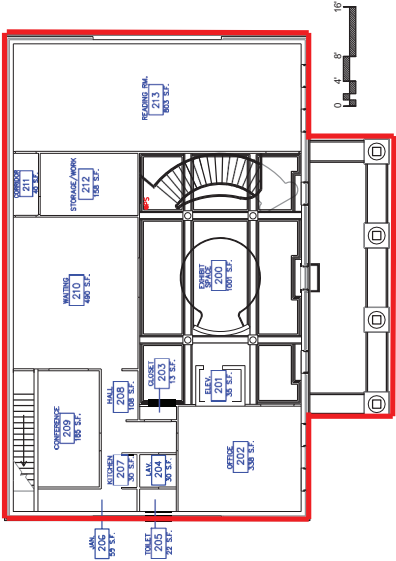


SIKES FIRST FLOOR PLAN


SCALE: 1" = 20'-0"

Attachment 3

Red outline indicates leased space.



SIKES SECOND FLOOR PLAN
SCALE: 1" = 20'-0"



SMA MARSHALL ARCHITECTS
325 S PALFOX STREET
PENSACOLA, FL 32502
(850) 432-7642
(850) 433-0510 fax
FL LIC # AA C000293

SIKES
NORTHWEST FLORIDA STATE COLLEGE

| REVISIONS | |
|-----------|-------------|
| No. | Description |
| | |
| | |

| Title |
|-------------------|
| SECOND FLOOR PLAN |

| Scale: | As Noted |
|--------------|--------------|
| Date: | MAY 11, 2010 |
| Drawn By: | JZ |
| Checked By: | MM |
| Approved By: | DA |

| Dwg. No. |
|----------|
| A-2 |

Renovation List Attachment 4

Northwest Florida State College will complete the following renovations on the leased space.

Renovations and Updates Prior to Move-In Date

Preparation of Leased Space

- Clean leased space, including carpet.
- Ensure all lighting and electrical devices fixtures are operational.
- Clean HVAC vents and ensure system is operational.
- Remove, catalogue, and reinstall in leased space NWFSC personal property related to the historical use of site (historical memorabilia, images, displays, etc.).

100 Main Entrance & Lobby

- Clean and paint all supply and return vents (8-10).
- Replace two drinking fountains.
- Install intercom and electronic door latch on main double doors.
- Remove NWFSC tables and chairs.

102 Foyer

- Clear, prep, and paint foyer.

109 Classroom

- Prep and paint classroom.
- Leave projector and white board presentation equipment in classroom.
- Provide four (4) office work stations and small conference table.

111 Storage

- Clear space.
- Leave wall shelving in storage space.
- Install 110v 20 amp circuit for IT server.

114A Office

- Clean, prep, and paint the office.

114B Office

- Prep and paint.
- Use existing network and electrical, and install cable TV line from server room.

112 Kitchen

- Remove NWFSC items, including appliances.
- Replace return air vent in ceiling.

202 Office

- Leave as is.
- Install data line.

205 Restroom

- Replace door to 30”.
- Ensure all fixtures are operational.

208 Corridor

- Remove NWFSC items.

210 Waiting

- Replace two 4’x4’ fluorescent light fixtures with four 2’x4’ in drop ceiling.
- Install two data drops.

212 Storage/Workroom

- Remove NWFSC items.

213 Conference Room

- Remove small extended conference table and 6 chairs.
- Install data electric and cable.
- Repair and or replace ceiling pads.

Renovations and Updates After Move-In Date

Main Entrance

- Replacement double doors.
- Install new ADA-compliant door operators.

Women’s and Men’s Restrooms

- Design engineering and construction to renovate and upgrade the first-floor restrooms.

Elevator Upgrades

- Design engineering and construction to renovate and upgrade the elevator.

Furniture & Inventory Listing
Attachment 5

A Furnishings & Inventory list shall be agreed upon by the parties no later than 30 business days after Lessee move-in and incorporated in this Lease as Attachment 5.

DRAFT