

**LEASE AGREEMENT FOR OFFICE SPACE
BETWEEN NORTHWEST FLORIDA STATE COLLEGE
AND THE WALTON COUNTY ECONOMIC DEVELOPMENT ALLIANCE**

THIS LEASE AGREEMENT (the "Lease") is made and entered into on **June 5, 2023**, by and between **NORTHWEST FLORIDA STATE COLLEGE** (the "College"), which is a Florida College system institution constituted as a political subdivision of the state with an address of 100 College Boulevard E, Niceville, Florida 32578, and **WALTON COUNTY ECONOMIC DEVELOPMENT ALLIANCE** ("EDA"), which is a community organization whose mission is to be the driving force for the attraction of investment and creation of family-wage jobs in Walton County with an address of 76 N 6th Street, DeFuniak Springs, Florida 32433.

The background and purpose of this Lease is as follows:

WHEREAS, the College owns office space located at its Chautauqua Center in Walton County at 908 US-90, DeFuniak Springs, Florida 32433;

WHEREAS, the EDA's mission has been and is compatible with that of the College;

WHEREAS, the College serves its mission by enhancing and continuing community partnerships and creating employment opportunities for the College's students;

WHEREAS, both the College and the EDA believe it to be in their best interest to enter this Lease for the service of the College's and the EDA's community; and

WHEREAS, the College has agreed to lease space to the EDA at its Chautauqua Center;

NOW THEREFORE, for and in consideration of the agreements set forth in this Lease, the parties agree as follows:

1. **LEASED PREMISES.** The College agrees to lease to the EDA approximately 1213 square feet at its Chautauqua Center in Walton County (the "Premises") for the EDA's exclusive use, except to the extent that the College, its employees, or agents are required to enter for maintenance, custodial, safety, audit, or similar reasons. The Premises are depicted in Appendix A with the final square footage following renovation. The EDA shall be permitted to access to the Premises at all times, including dates and times when the College is closed for regular College closures such as federal or state holidays. The College will provide utilities, custodial, grounds, and maintenance to the Premises on the same terms as it does to all other College property at the Chautauqua Center.
2. **COMMON USE SPACES.** The EDA may non-exclusively use common elements of the building, including common entrances and hallways and restrooms, as well as sufficient parking for employees and guests of the EDA. The EDA may also non-exclusively use the conference room (Room #TBA) and kitchen (Room #123), which is also available to the College and other guests or tenants of the College.
3. **LEASE TERM AND TERMINATION.** The term of this Lease is June 5, 2023, to June 30, 2024. After the first term, the College and the EDA 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 60 days prior to the lease termination date that the lease shall

terminate at the end of the first term or at the end of any renewal term, this Lease shall be extended for an additional year upon the same terms as the Lease.

4. CONSIDERATION. The College leases the premises to the EDA in exchange for the College's membership in the EDA and one voting seat on its Board of Directors, which shall be held by the President of the College or their designee. The EDA shall have no obligation to pay any additional rent to the College during the term of the Lease.
5. SCOPE OF USE OF FACILITIES BY EDA. The EDA shall use the Premises solely for general office purposes to further its mission during the term of this Lease.
6. CONTROL OF PREMISES. The EDA has the primary responsibility for supervising the Premises, maintaining order on the Premises, and enforcing this provision. The EDA is responsible for the actions of its employees, agents, volunteers, representatives, guests, or invitees on the Premises and on College property. While on the Premises or on College property, the EDA employees, agents, volunteers, representatives, guests, or invitees, and anyone else who is on the Premises due to the EDA, shall not engage in any disorderly conduct; commit or maintain any waste or nuisance; use the facilities in any way or manner to interfere with the safe and orderly operation of the College; or violate any local, state, or federal laws, rules, or regulations. The EDA shall not permit any of its employees, agents, volunteers, representatives, guests, or invitees, and anyone else who is on the Premises due to the EDA, to engage in the distribution, sale, or use of alcoholic beverages or any controlled substances as defined by state and federal law while on the Premises or on College property.
7. IMPROVEMENTS; MAINTENANCE AND REPAIR. The EDA shall use the Premises in the condition in which it is provided. Any additional improvements or modifications must be approved in writing in advance by the College. The EDA may, at its sole expense, post signage on the Premises, provided that the style and location of the signage is previously approved by the College.
 - a. The EDA will maintain at its own expense a telephone system with lines separate from those of the College. The EDA will maintain at its own expense office supplies and equipment (including, but not limited to, computers, printers, and scanners) separate from those of the College.
 - b. Unless the College chooses to furnish the space, the EDA is responsible for providing its own furniture and furnishings, and EDA furniture and furnishings shall be removed by the EDA at its expense at the expiration or earlier termination of this Lease.
 - c. Any other temporary or non-attached improvements and additions shall remain the property of EDA and shall be removed by the EDA at its expense at the expiration or earlier termination of this Lease. However, all other such improvements and additions which are 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 or expiration of this Lease. Promptly at the expiration or earlier termination of this Lease, EDA will remove furniture, furnishing, and any other temporary or non-attached improvements or additions from the Premises at its own expense.
 - d. EDA shall maintain appearance and operating condition of the Premises in an orderly, clean, safe, and professional manner which is consistent with that of the Chautauqua

Center.

- e. The College is responsible for custodial, grounds, maintenance and repair of the Premises and the common elements of the building; provided, however, that any custodial, grounds, maintenance or repairs that are needed because of wear and tear, damage, negligence, or misuse caused by EDA, its employees, agents, volunteers, representatives, guests, or invitees, are the responsibility of EDA. If EDA does not perform such cleaning, maintenance, or repair that is its responsibility or does not ensure that the Premises remain in at least the condition as the Premises were leased to EDA, the College may perform such maintenance or repair and EDA is responsible for the cost and expense of such maintenance or repair.
 - f. EDA shall not create, cause, or allow any lien, encumbrance, or charge upon the Premises for improvements by EDA. If any lien or notice of lien is filed against EDA or any part of the College's interest in the Premises, EDA, its employees, agents, and representatives shall satisfy such lien and cause it to be discharged by payment, deposit, or bond. If EDA 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 EDA; terminate this Lease; and take any other action available to it under applicable law.
8. EDA PERSONAL PROPERTY. EDA is and remains responsible for any EDA personal property owned by EDA that is brought into or kept in the leased space; EDA shall remove any such EDA personal property on or before the last day of the term or earlier termination of the Lease. If EDA fails to remove such personal property, the College may remove that personal property with no further responsibility to EDA for that personal property.
9. KEYS. The College shall issue keys to EDA personnel to access the leased space. EDA is responsible for the safekeeping of those keys; shall not copy the keys; and shall return any and all keys on or before the last day of the term or earlier termination of the Lease. EDA is responsible for any damage to the leased space or EDA's personal property that occurs because of EDA's distribution, copying, or loss of keys.
10. INSURANCE AND INDEMNITY.
- a. EDA shall exercise its privileges under this Lease at its own risk and expense and at no liability or risk to the College.
 - b. All required insurance policies shall be written by a financially responsible carrier that is authorized to do business in Florida and that possesses a minimum A.M. Best's Insurance Guide rating of "A." The College reserves the right to accept or reject the insurance carrier(s), provided that approval shall not be unreasonably withheld. The EDA shall deliver to the College certificates of insurance evidencing the existence and amount of such insurance at the beginning of each term specified under this Lease. All insurance policies shall provide that they shall not be canceled or amended with the insurance company giving both parties or (where required) named insured, thirty days' prior written notice. Neither party shall by action or omission cause the insurance to be invalidated. In the event the insurance coverage expires at any time during the term of this Lease, a renewal certificate shall be issued thirty days prior to the expiration date. If the EDA fails to obtain and keep in force the required insurance, the

College may obtain the same at the expense of the EDA.

- c. The EDA shall obtain and keep in force during the term of the Lease, at its expense, either comprehensive general liability insurance or a comprehensive general liability self-insurance program insuring the EDA and the College against liability arising out of the occupancy and use of the Premises by the EDA. Such policy shall be at least a combined single limit policy in an amount not less than \$1,000,000 combined single limit and \$2,000,000 aggregate. The College shall be named as an additional insured this policy: The District Board of Trustees of Northwest Florida State College, 100 College Boulevard E, Niceville, FL 32578.
- d. The EDA shall obtain and keep in force during the term of this Lease, at its expense, workers' compensation and employer liability insurance for the EDA's employees working at or visiting the Premises. The insurance shall be consistent with the statutory minimum, as amended from time to time, and in no case less than the amount of \$500,000 per accident and \$500,000 disease per employee.
- e. The College shall carry and maintain in full force and effect during the term of this Lease casualty insurance on the Premises and all common elements of the building. In the event of any damage to the Premises, not caused by the EDA, its employees, agents, volunteers, representatives, guests, or invitees on the Premises or on College property, the College agrees to undertake such repairs as required to restore the Premises to their condition at the time the Premises were leased to the EDA, at the College's expense. If the damage is caused by the EDA, its employees, agents, volunteers, representatives, guests, or invitees on the Premises or on College property, the College agrees to undertake such repairs as required to restore the Premises to their condition at the time the Premises were leased to the EDA, at the EDA's expense.
- f. Neither the EDA nor the College shall be responsible for, liable to, or have any obligation to any user for loss of personal property by reason of theft, fire, storm, hail, flood, or other such casualty.
- g. Notwithstanding any insurance carried by the EDA or the College under this Lease or otherwise, the EDA shall and does agree to indemnify, defend, and hold harmless the College and its officers, directors, and employees, from and against any and all liability, loss, damage (whether property damage or bodily harm), expense, claim, injury, settlement, or cause of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and cost of defense) (collectively, "Liability") to any person or property arising directly or indirectly from the occupation of the Premises or performance of this Lease by the EDA, or arising out of any act or omission of its employees, agents, volunteers, representatives, guests, or invitees on the Premises or on College property. The EDA shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, upon any such Liability and shall satisfy, pay, and discharge any and all judgments and fines that may be received against the College regarding any such Liability; provided, however, that the College shall give the EDA written notice of any such claim or demand that the College is notified of. The

indemnification shall survive any termination of this Lease and any provision in this Lease to the contrary.

11. BREACH. If the EDA should breach any of the terms of this Lease, the College, after giving the required written notice to the EDA, shall have the right 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 EDA setting forth the item(s) of breach or default and giving the EDA thirty days to cure the breach or default ("Cure Period"). If the EDA fails to correct the breach or default within the Cure Period, the College may terminate this Lease, exercise any and all other rights under this Lease, and exercise any other right under applicable law, and all attached improvements on the Premises shall become the property of the College.
12. TERMINATION. In addition to other expiration and termination terms provided in this Lease, either party may terminate the Lease by providing sixty days' written notice to the other party in writing.
13. 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 of this Lease, and the EDA shall have quiet and peaceable possession of the Premises during the term of this Lease 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:
 - a. The College reserves ingress and egress easements across, over, and through all 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 on the Premises for inspections and all lawful purposes at all reasonable times.
 - c. The EDA'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 in this Lease 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.
14. FORCE MAJEURE. 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, 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, pandemic, epidemic, weather conditions causing emergency or inaccessibility of buildings, 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 the delay.
15. NO PARTNERSHIP. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners between the parties, or in any way making the EDA the contractor, joint venturer, employee, vendor, agent, or representative of the College for any purposes in any manner whatsoever.

16. NO BROKER. Neither the EDA nor the College used the services of a real estate broker or professional in the procurement or negotiation of this Lease.
17. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed or interpreted to be a waiver of the College's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the College. Nothing in this Agreement shall be construed as consent by the College to be sued by third parties in any matter arising out of or related to this or any other agreement.
18. NOTICES. All notices, requests, demands, elections, consents, approvals, designations, or other communications of any kind must be in writing and addressed to the parties as follows either by certified overnight mail or by email as provided below:

College:

President's Office
Northwest Florida State College
100 College Boulevard E
Niceville, FL 32578
Email: wolfm@nwfsc.edu

EDA:

Walton County Economic
Development Alliance
76 N 6th Street
DeFuniak Springs, FL 32433
Email: uriah@wcedafl.com

Either party may change the address to which notices are to be sent by prior written notice informing the other party of the change of address. Service of notice shall be deemed complete receipt of mail or email, as provided above.

19. ASSIGNMENT. The EDA shall not assign (by operation of law, change of control, or otherwise) any part of this Lease without the prior written consent of College.
20. COMPLETE AGREEMENT. This document contains the complete agreement between the parties. All negotiations, considerations, representations, and understandings between the College and the EDA relating to this Lease and the Premises are incorporated in this Lease and may only be modified by agreement in writing.
21. APPLICABLE LAW. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of the Florida Department of Education and College, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Walton County, Florida, or the United States District Court for the Northern District of Florida.
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement. To the extent applicable to the EDA under this Agreement, the EDA shall comply with the provisions of § 448.095, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq., 34 CFR Part 99, and § 1002.225, Florida Statutes; and the provisions of the Chapter 119, Florida Statutes.
23. ATTORNEY'S FEES AND COSTS. Each party shall be responsible for its own attorneys' fees and costs in the event of a dispute arising from this Lease, except if a court or other judicial

body awards fees or costs in accordance with § 57.105, Florida Statutes (sanctions for raising unsupported claims or defenses).

24. WAIVER. No consent or waiver, whether expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.
25. CONFLICT OF INTEREST. The EDA certifies that it and its directors and principal officers are not employed by or affiliated with the College.
26. 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 alter the arrangements between the parties or the benefits accruing to either party.
27. COUNTERPARTS. This Lease may be executed in multiple parts (by facsimile transmission, email, or otherwise), and each counterpart shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures will be considered originals.
28. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

Signature Page Follows

IN WITNESS OF THE FOREGOING, the parties have caused the signatures of their officers to be set on this Lease to be effective as of the date first stated in this Lease.

NORTHWEST FLORIDA STATE COLLEGE

By: _____
Dr. Devin Stephenson, President

Date: _____

ATTEST:

By: _____

Date: _____

WALTON COUNTY ECONOMIC DEVELOPMENT ALLIANCE

By: _____
Mr. Uriah Matthews, Executive Director

Date: _____

ATTEST:

By: _____

Date: _____