

**LEASE AGREEMENT FOR OFFICE SPACE
BETWEEN NORTHWEST FLORIDA STATE COLLEGE
AND ONE OKALOOSA, THE ECONOMIC DEVELOPMENT COUNCIL OF
OKALOOSA COUNTY**

THIS LEASE AGREEMENT (the "Lease") is made and entered into on **October 1, 2021**, by and between **NORTHWEST FLORIDA STATE COLLEGE** (the "College"), which is a Florida College system institution with an address of 100 College Boulevard E, Niceville, Florida 32578, and **ECONOMIC DEVELOPMENT COUNCIL OF OKALOOSA COUNTY (D/B/A "One Okaloosa EDC")**, Florida, ("EDC"), which is a community organization tasked with improving the area's economy through employment opportunities and capital investments with an address of 1170 Martin Luther King Jr. Boulevard, Building 7, Suite 717, Fort Walton Beach, Florida 32547-5068. The College and EDC are each a "Party" and are collectively the "Parties."

The background and purpose of this Lease is set out by the Parties as follows:

WHEREAS, the College owns office space located on its Fort Walton Beach Campus in Okaloosa County at 1170 Martin Luther King Jr Blvd, Fort Walton Beach, Florida 32547;

WHEREAS, the College first agreed on January 26, 2009, to make certain office space available to EDC for its operations and has renewed this Lease periodically since that time;

WHEREAS, the current Lease has an expiration date of September 30, 2021;

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

WHEREAS, the College's mission and strategic plan include enhancing and continuing community partnerships and employment opportunities;

WHEREAS, both the College and EDC believe it to be in their best interest to continue in this Lease for the service of the College and EDC community; and

WHEREAS, the College and EDC have agreed to restate the Lease to ensure that it is up to date;

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

1. **LEASED PREMISES**. The College agrees to lease to EDC Rooms 717, 718, and 719, of the Computer Technology Laboratories Building on the Fort Walton Beach Campus in Okaloosa County (the "Premises") for EDC's exclusive use, except to the extent that the College, its employees, or agents are required to enter for maintenance, custodial, safety, or similar reasons. EDC may non-exclusively use common elements of the Computer Technology Laboratories Building, including common entrances and hallways and restrooms, as well as sufficient parking for employees and guests of EDC. EDC shall be permitted to access to the Premises and the common elements of the Computer Technology Laboratories Building at all times, including dates and times when the College is closed. The College will provide utilities to the Premises on the same terms as it does to all other College property on the Fort Walton Beach Campus.

2. LEASE TERM AND TERMINATION. This Lease shall be extended for a period of three (3) years to commence upon the date listed in the first paragraph of this Lease. The College and EDC may mutually agree to extend the term of the lease for such period and upon such terms as they shall agree but such extension term shall not exceed three (3) years. If neither Party provides written notice to the other that the lease shall terminate at the end of the designated three-year term or the end of any renewal term under this Lease, this Lease shall automatically be extended for an additional year upon the same terms as the Lease.
3. CONSIDERATION. The College leases the premises to EDC in exchange for the College's membership in EDC. The value of the membership as of the date of this Lease \$3,000 per year. EDC shall have no obligation to pay any additional rental to the College during the term of the Lease, and the College shall be deemed an Educational Partner of the EDC during the term of this Lease.
4. SCOPE OF USE OF FACILITIES BY EDC. EDC shall use the Premises solely for general office purposes to further its mission during the term of this Lease.
5. CONTROL OF PREMISES. EDC has the primary responsibility for supervising the Premises, maintaining order on the Premises, and enforcing this provision. EDC 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, EDC employees, agents, volunteers, representatives, guests, or invitees, and anyone else who is on the Premises due to EDC, 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. EDC shall not permit any of its employees, agents, volunteers, representatives, guests, or invitees, and anyone else who is on the Premises due to EDC, 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.
6. IMPROVEMENTS; MAINTENANCE AND REPAIR. EDC 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. EDC 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 EDC will maintain a telephone system with lines separate from those of the College. The EDC is responsible for providing its own furniture and furnishings and shall be removed by the EDC at its expense at the expiration or earlier termination of this Lease.
 - b. Temporary or non-attached improvements and additions shall remain the property of EDC and shall be removed by the EDC 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, EDC will remove furniture, furnishing, and any other temporary or non-attached improvements or additions from the Premises at its own expense.

- c. EDC shall maintain appearance and operating condition of the Premises consistent with that of the College campus.
- d. The College is responsible for the maintenance and repair of the Premises and the common elements of the building; provided, however, that any maintenance or repairs that are needed because of wear and tear, damage, or misuse caused by EDC, its employees, agents, volunteers, representatives, guests, or invitees, are the responsibility of EDC. If EDC does not perform such 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 EDC, the College may perform such maintenance or repair and EDC is responsible for the cost and expense of such maintenance or repair.
- e. EDC shall not create, cause, or allow any lien, encumbrance, or charge upon the Premises for improvements by EDC. If any lien or notice of lien is filed against EDC or any part of the College's interest in the Premises, EDC, its employees, agents, and representatives shall satisfy such lien and cause it to be discharged by payment, deposit, or bond. If EDC 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 EDC; terminate this Lease; and take any other action available to it under applicable law.

7. INSURANCE AND INDEMNITY.

- a. EDC 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 EDC 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 (30) 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 (30) days prior to said expiration date. If the EDC fails to obtain and keep in force the required insurance, the College may obtain the same at the expense of the EDC.
- c. The EDC 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 EDC and the College against liability arising out of the occupancy and use of the Premises by the EDC. 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: Northwest Florida State College, 100 College Boulevard E, Niceville, FL 32578.

- d. The EDC shall obtain and keep in force during the term of this Lease, at its expense, workers' compensation and employer liability insurance for the EDC'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 building that includes the Premises and all common elements of the building. In the event of any damage to the Premises, not caused by EDC, 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 EDC, at the College's expense. If the damage is caused by EDC, 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 EDC, at EDC's expense.
 - f. Neither EDC 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 EDC or the College under this Lease or otherwise, EDC 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 EDC, or arising out of any act or omission of its employees, agents, volunteers, representatives, guests, or invitees on the Premises or on College property. EDC 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 EDC 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.
8. **BREACH.** If EDC should breach any of the terms of this Lease, the College, after giving notice as required in this Lease, 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 EDC setting forth the item(s) of breach or default and giving EDC sixty (60) days to cure the breach or default ("Cure Period"). If EDC 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.

9. TERMINATION. In addition to other expiration and termination terms provided in this Lease, either Party may terminate the Lease by providing 90 days' notice to the other Party in writing.
10. 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 EDC 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. EDC'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.
11. 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).
12. NO PARTNERSHIP. Nothing in this Lease shall be deemed or construed by the Parties nor by any third Party as creating the relationship of partnership or joint venture.
13. 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, 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.
14. NO BROKERS. Neither EDC nor the College used the services of a real estate broker or professional in the procurement or negotiation of this Lease.
15. SOVEREIGN IMMUNITY. Nothing in this Lease 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.
16. 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:
Vice President, Business Operations & Finance
100 College Boulevard
Building 310
Niceville, FL 32578
Email: whiter3@nwfsc.edu

EDC:
Economic Development Council of
Okaloosa County
1170 Martin Luther King Jr. Blvd.
Building 7, Suite 717
Fort Walton Beach, FL 32547-5068
Email: nathan@oneokaloosa.org or
Kay@oneokaloosa.org

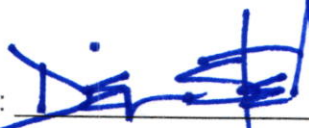
Either Party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other Party of the change of address. Service of notice shall be deemed complete upon mailing or emailing, as provided above.

17. ASSIGNMENT. EDC shall not assign (by operation of law, change of control, or otherwise) any part of this Lease without the prior written consent of College.
18. COMPLETE AGREEMENT. This document contains the complete agreement between the Parties. All negotiations, considerations, representations, and understandings between the College and EDC relating to this Lease and the Premises are incorporated in this Lease and may only be modified by agreement in writing.
19. 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 Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.
20. 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.
21. 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.
22. 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.
23. 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.

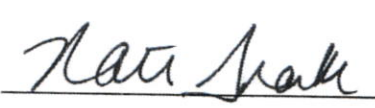
NORTHWEST FLORIDA STATE COLLEGE

By:  Date: 6-1-22
Name and Title: Dr. Devin Stephenson, President

ATTEST:

By:  Date: 6-1-22

ECONOMIC DEVELOPMENT COUNCIL OF OKALOOSA COUNTY

By:  Date: 5/26/22
Name and Title: Nathan Sparks, Executive Director

ATTEST:

By:  Date: 5/26/22