

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF GAINESVILLE
AND
THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE
FOR GTEC INCUBATOR MANAGEMENT SERVICES**

WHEREAS, the City of Gainesville, Florida (CITY) entered into two Agreements and Mortgages with the United States Department of Commerce, Economic Development Administration (EDA) to develop and operate a technology incubator at 2153 SE Hawthorne Road, Gainesville, Florida, 32641, known as the Gainesville Technology Enterprise Center (GTEC), see map of GTEC and surrounding property attached as Exhibit A: and

WHEREAS, since the commencement of the operation of GTEC, the CITY contracted with the Gainesville Chamber of Commerce to staff and operate the programs at GTEC. Funding for the Chamber's management services included payment for GTEC staff, operational expenses and a management fee to the Chamber: and

WHEREAS, in early 2011 the Chamber terminated its agreement for management services and the Gainesville Community Redevelopment Agency (CRA) took over the operation while the GTEC program was evaluated: and

WHEREAS, the CRA contracted with the Georgia Institute of Technology's Enterprise Innovation Institute to conduct an assessment of GTEC. Recommendations provided by Georgia Tech included additional focus on selecting a facility manager with exceptional skills and abilities, and enhanced programming. Georgia Tech also recommended physical improvements to the facility; and

WHEREAS, community stakeholders and representatives met with the CITY Mayor and identified several management options for GTEC including the Chamber of Commerce, the Community Redevelopment Agency, the University of Florida, Santa Fe College, and the private sector; and

WHEREAS, CITY heard presentations regarding these options as well as a presentation by representatives from Santa Fe College (Santa Fe or COLLEGE); and

WHEREAS, Santa Fe is a public college located in Gainesville, Florida, and is a member institution of the Florida College System. Santa Fe was statutorily authorized and is accredited by the Southern Association of Colleges and Schools; and

WHEREAS, COLLEGE currently operates the Center for Innovation and Economic Development in Gainesville and manages the Bradford County Incubator in Starke, both of which are business incubator programs. The COLLEGE operates the Perry Center for Emerging Technologies which provides training and support to the Progress Corporate Park in Alachua. As such the COLLEGE has demonstrated exceptional skills and abilities to develop and grow businesses; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) authorizes governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage that will accord best with geographic,

economic, population, and other factors influencing the needs and development of local communities;
and

WHEREAS, City and COLLEGE desire to work together with CITY providing the use of GTEC property, capital maintenance of the structure, and revenue generated from GTEC and COLLEGE using its expertise to assist CITY by providing the staffing for incubation management at the GTEC facility to help grow and develop businesses with the purpose of locating those businesses in the Gainesville community; and

WHEREAS, this Interlocal Agreement captures the intent of the parties to grow and develop businesses which will find permanent homes in the Gainesville community.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

CITY – the City of Gainesville, Florida, a municipal corporation existing under the laws of the State of Florida.

COLLEGE - The District Board of Trustees of Santa Fe College, Florida, a body corporate organized under the laws of the State of Florida.

CRA – the Gainesville Community Redevelopment Agency, a dependent special district organized under and operating pursuant to Ch. 163, Part III, F.S.

Costs of operation – are the expenses incurred by COLLEGE to operate the incubator program, manage the GTEC facility, and maintain the facility in good repair as required by this Agreement. The expenses associated with program, management and maintenance services will be those that are customary and reasonable for such services.

EDA Agreements and Mortgages – means the two Agreements and Mortgages entered into between CITY and the United States Department of Commerce, Economic Development Administration dated October 12, 1999 and November 29, 2000, each recorded in the Alachua County public records. Copies of the EDA Agreements and Mortgages are attached as Exhibits B and C.

Financial Assistance – max of \$150,000 to be provided by City as specified herein over term of Agreement.

GTEC - The Gainesville Technology Enterprise Center, which is the building located at 2153 SE Hawthorne Rd, Gainesville, FL, 32641, as depicted in Exhibit A. Upon execution of this Agreement, the name of the facility will be changed to the Gainesville Technology *Entrepreneurship* Center. CITY agrees that COLLEGE may change signage at COLLEGE's expense and may prominently display that it is managed and operated by Santa Fe College.

Incubator – a program designed to support the successful development of start-up and early-stage companies through an array of business support resources and services, developed and

orchestrated by incubator management and offered both in the incubator and through the incubator management's network of contacts.

Program participant – COLLEGE may offer seminars, classes, and short-term programs to the public in addition to the incubator management services offered to the tenants. Program participants are those non-tenants who take advantage of the seminars, classes, and short-term programs offered by COLLEGE.

Tenant – only service, light manufacturing, or technology businesses, firms, or individuals who are being incubated in the GTEC facility. Any non-incubating companies that provide direct services to Tenants may be a tenant if previously approved by the City and EDA..

Year – For purposes of this Agreement, when the term “year” is used, unless it is otherwise stated, it is the fiscal year of October 1 to September 30.

2. Agreement Goal

The goal of CITY and COLLEGE under the terms of this Agreement is to increase the number of service, technology and light manufacturing firms established in Gainesville's city limits in accordance with the placement priority set forth in paragraph 8 of this Agreement.

To achieve the stated goal, COLLEGE will operate a comprehensive program of incubation, education, networking and mentoring at GTEC. COLLEGE will recruit potential tenants, develop tenants, provide business assistance to tenants, provide business support resources and services, and provide a network of contacts within the city. CITY will permit COLLEGE to utilize the GTEC facility to manage and operate the GTEC incubator program. CITY will pay COLLEGE a management fee as financial support as identified in this Agreement. CITY and COLLEGE will work together to place program graduates in building spaces within the Gainesville City limits. CITY and COLLEGE will work together to provide contacts and available resources for graduating tenants.

The parties acknowledge that pursuant to the EDA Agreements and Mortgages (Exhibits B and C), GTEC could only be used as a technology incubator unless the EDA granted permission for additional uses. The CITY requested permission from EDA to expand the use of GTEC to adapt the mission to serve a more broad incubation base, including service and light manufacturing, and to allow COLLEGE to operate and provide management services for the GTEC incubator; the EDA would only provide email confirmation in response to the request, the email response is attached as Exhibit D. COLLEGE acknowledges that, as manager of GTEC, it must comply with the terms and conditions of the EDA Agreements and Mortgages, as expanded by ExhibitD.

3. Term, Amendment and Notices:

This AGREEMENT shall govern the relationship between CITY and COLLEGE with regard to the management and operation of GTEC for the period from January 1, 2014, through December 31, 2019. Subject to the mutual agreement of both parties, this AGREEMENT may continue to be renewed for periods of time not to exceed a total five additional years. The AGREEMENT shall renew automatically for one-year terms up to five times unless either party submits a cancellation notice in writing to the other party by a date no later than ninety (90) days prior to expiration of the AGREEMENT.

No change, modification, or amendment of this AGREEMENT shall be valid unless the same shall be in writing and signed by both parties hereto.

All notifications shall be sent in writing as follows:

Notice to the CITY shall be sent to:

City of Gainesville
Attn: City Manager
XXXXXX
XXXXXXXX

Notice to COLLEGE shall be sent to:

Santa Fe College
Attn:President
XXXXXX
XXXXXXXX

4. COLLEGE Responsibility for the Incubator Program

COLLEGE agrees to provide an incubation program at GTEC with the focus of increasing the number of service, technology and light manufacturing businesses in Gainesville's city limits. COLLEGE will provide a comprehensive incubation program of recruitment, incubation, education, networking and mentoring of tenant businesses with the ultimate goal of graduating businesses into the Gainesville community. The program should provide metrics for success, including graduation of a Tenant into the Gainesville business community. As tenants near graduation, COLLEGE will begin recruiting new Tenants while working with CITY to place graduating tenants into spaces within the CITY limits.

In performing the incubation program, the COLLEGE will offer services that add value and enhance tenant's chances for growth. In providing incubation programming, COLLEGE will:

1. Provide experienced staff to mentor and assist Tenants in developing tenant's business
2. Provide educational programs and workshops for Tenants
3. Introduce tenants to service providers
4. Provide references to sources of capital resource and assist Tenants in accessing those resources
5. Connect tenants to external resources
6. Advise, consult, and support the activities of Tenants
7. Ensure that the Agreement goal is met

CITY and COLLEGE agree that COLLEGE may offer the above programs and services to outside participants in addition to the tenants of GTEC, provided Tenants are given the first opportunity to participate.

5. COLLEGE Responsibility to Manage GTEC Tenants

As part of the incubation program, COLLEGE will manage the GTEC Tenants. COLLEGE will recruit, interview, and screen potential tenants who will qualify and meet the program criteria. COLLEGE will assign Tenant space for each Tenant. COLLEGE will manage Tenants and Tenant space so that as Tenants develop and need additional space, it can be provided. COLLEGE will make meeting space, parking spaces, kitchen, and restroom facilities available to all Tenants and will manage Tenants' use and access to those spaces. In managing the GTEC Tenants, COLLEGE will:

1. Adequately staff GTEC with experienced and qualified personnel to manage operations;
2. Establish rental amounts that allow the COLLEGE flexibility to address the market and attract certain prospective Tenants;
3. Recruit, interview, and screen potential Tenants;
4. Negotiate lease agreements with Tenants. Lease agreements shall include the terms and conditions contained in the Sample Lease Agreement in Exhibit E, or such form of Lease as is otherwise agreed by the COLLEGE and CITY and EDA. The City Manager is authorized to sign lease agreements in accordance with the City's adopted Real Estate Policies.
5. Provide ancillary services, such as audio-visual services at additional fees;
6. Provide a schedule of fees for ancillary services;
7. Collect rents and fees from Tenants;
8. Monitor and enforce compliance with the lease agreements;
9. Manage Tenant space placement, Tenant facility use, and Tenant relations;
10. Designate an emergency contact person and phone tree for facility-related emergencies.

6. COLLEGE Responsibility to Graduate Tenants

CITY and COLLEGE agree that the goal of this Agreement is to increase the number of service, technology and light manufacturing businesses in Gainesville's city limits in accordance with the placement priority established in paragraph 8 of this Agreement. Accordingly, graduation of tenants who can successfully do business in Gainesville is the primary focus of the incubation program. COLLEGE commits to encouraging tenant graduation and will not incentivize tenants to remain in GTEC if tenant is ready for graduation. This commitment notwithstanding, the COLLEGE shall solely determine which, if any, Tenants are to be graduated.

Both CITY and COLLEGE will work together to place the graduating businesses within the Gainesville City limits. COLLEGE's responsibilities under this paragraph are:

1. Annually identify each Tenant's anticipated graduation date
2. Notify the CITY Manager of each Tenant who is one year from graduation
3. Facilitate interaction between graduating tenants and the CRA and CITY's Economic Development Director

COLLEGE acknowledges that its responsibility under this paragraph to graduate Tenants is part of the incubation program.

7. CITY Responsibility for Incubation Program and Management of GTEC

CITY currently owns the GTEC facility. There are four incubating Tenants (Ragner Technologies, Innovative Scheduling, Evolutate/Biotork, and Quantum World) and two non-incubating companies (Small Business Development Center and Front Porch) that are current GTEC Tenants. In consideration of COLLEGE operating the incubation program, managing the GTEC Tenants, and assisting graduating Tenants to locate in the Gainesville city limits and to meet the program goals, the CITY will permit COLLEGE exclusive use of the GTEC facility to manage the incubation program, assign to COLLEGE the income from Tenants during the term of this Agreement, and provide additional financial support, all as more specifically set forth sub-paragraphs A- C of this paragraph.

A. Management of the GTEC Facility

During the term of this Agreement, CITY grants COLLEGE exclusive right to manage the GTEC building, and operate the incubation program. COLLEGE may also make GTEC meeting space available to community groups, organizations, businesses and other non-Tenant program participants with the goal of increasing activity within GTEC and/or earning revenue to offset operating costs at GTEC. When scheduling GTEC meeting space for non-Tenant use, COLLEGE will coordinate with Tenants to make certain Tenants are not unduly inconvenienced. COLLEGE shall have shared use with the CITY of the parking facilities, vehicular and pedestrian access, utilities, and storm water with each party paying a pro rata share of utilities used.

The parties acknowledge and agree air flow tests in Tenant laboratories located in GTEC revealed those spaces have positive air flow in relation to their surrounding areas. Parties also acknowledge and agree laboratory spaces should be negative air flow with respect to their surrounding areas to prevent cross contamination in neighboring Tenant work spaces from working with hazardous materials. In addition parties acknowledge and agree a mechanical evaluation of the supply and exhaust systems in the laboratories revealed systems could not be modified easily to correct the pressure differential (air flow) relationship issue. As Owner, CITY retains responsibility and liability in connection with these matters and COLLEGE shall have no responsibility with regard to any claims or judgments arising out of any problems related to air quality in the facility or on the premises provided COLLEGE ensures Tenant complies with all provisions of Section 16 of this Agreement.

B. Assignment of Rents and Fees as Management Fee

Upon execution of this Agreement, CITY will terminate all existing leases CITY will enter into short term leases with Tenants until EDA approves a lease form acceptable to the COLLEGE and CITY. As the fee for the incubation and management of GTEC, CITY assigns to COLLEGE the rents and fees that the COLLEGE collects from Tenants and program participants during the term of this Agreement. COLLEGE shall collect and retain all rents and fees paid by the program participants and Tenants of GTEC. COLLEGE shall use the rents and fees collected under this agreement solely to operate the incubation program, manage the GTEC Tenants, and perform maintenance as described in paragraph 11 of this Agreement. COLLEGE will report its income and expenses as set forth in paragraph 9 of this Agreement.

C. Additional Financial Assistance

It is CITY's intent to provide additional Financial Assistance to COLLEGE to cover operating revenue shortfalls and/or interior capital improvements at GTEC during the first five years of the Agreement. The maximum additional Financial Assistance CITY will pay during the initial five-year term of this Agreement is \$150,000. Accordingly, upon execution of this Agreement by both parties, CITY will establish a dedicated capital account in the amount of \$150,000.

For each-year of the first five years of this Agreement, COLLEGE may be reimbursed from the dedicated capital account as follows:

1. At the conclusion of the COLLEGE'S fiscal year or shorter period due to contract termination or last period of agreement (July 1 ,2019-December 31, -)and upon demonstration by COLLEGE that GTEC's revenues were inadequate to meet its operating expenses for the period requested, CITY will pay to COLLEGE the revenue shortfall up to a maximum of \$50,000 or the amount remaining in the capital account, whichever is less; and
2. If COLLEGE's plans for interior capital improvements have been approved or deemed approved by the CITY pursuant to paragraph 13, CITY will reimburse COLLEGE for the costs of improvement ~~construction~~ not to exceed \$150,000 or the amount remaining in the dedicated capital account, whichever is less.

The parties acknowledge that the amounts contemplated for cost of improvement and reimbursement in subsections C.1. and C.2. above may aggregate to an amount in excess of \$50,000 per year but in no event will exceed \$150,000 during the five-year period.

With regard to Subsection C.1. above, to demonstrate the need for financial assistance for operating revenue shortfall, COLLEGE will submit an end of year or period financial statement on or before September 1 for COLLEGE's prior fiscal year (July 1-June 30) or within 60 days of the end of a period. The financial statements shall include COLLEGE's income from rents and fees for the GTEC facility and COLLEGE's reasonable costs of operation of the GTEC facility. If the rents and fees collected for the operation and management of GTEC (including non-Tenant programs) are less than COLLEGE's actual and reasonable costs of operation for the prior fiscal year/period, then CITY will pay to COLLEGE the difference between the rents and fees collected and the actual and reasonable costs of operation associated with GTEC, limited as set forth above.

With regard to Subsection C.2. above, CITY will reimburse COLLEGE within 30 days of invoice for cost of improvement, limited as set forth above.

8. CITY's Responsibilities Regarding Graduating Tenants

The CITY has a significant interest in placing graduating tenants within the CITY limits. The CITY, or its agent, will assist graduating tenants with locating commercial space in the Gainesville area as follows:

1. The CITY, or its agent, will hold an initial meeting with a graduating tenant to gain an understanding of the type of facility graduating tenant is seeking
2. The CITY, or its agent, will assist the graduating tenant with making contact with owners of available facilities
3. The CITY, or its agent, may provide graduating tenant with such other assistance as may be available.

In seeking commercial space for graduating tenants, the CITY, or its agent, will prioritize as follows:

1. The property surrounding GTEC, as depicted in Exhibit A
2. Eastside Community Redevelopment Area
3. Other Gainesville Community Redevelopment Areas
4. Gainesville City limits
5. Alachua County

9. Mitigation of Liabilities Through Meeting and Reporting

A. Quarterly Review Meetings

While both parties to this Agreement are public entities and as such are protected by sovereign immunity, failure to comply with the terms and conditions of this Agreement may result in financial damages or loss to the non-breaching party. To mitigate potential financial or property loss to either CITY or COLLEGE, both parties agree to meet quarterly to review the terms of the Agreement, to discuss and confirm compliance with the Agreement, to review the success of the program including the parameters set forth in the performance report included as Exhibit F to this Agreement, to identify any potential breach or default of the Agreement, and to work to resolve any potential default.

In the event a breach or default is identified, the parties will take the following steps:

1. Non-breaching party will give written notice of breach/default and give a reasonable amount of time to cure or respond (based on nature of the breach).
2. Party receiving notice of breach/default shall respond in 10 days or cure the default within the specified amount of time.
3. If the breaching party refuses or fails to cure the default within a reasonable time, the non-breaching party may terminate this Agreement as provided in paragraph 17.

As long as these procedures are followed, financial liability will be minimized and the breaching party will bear only the cost of curing the breach. Failure to follow these procedures for meeting and curing the default will result in the non-breaching party's right to terminate the agreement and to recover all damages caused by the breach.

B. Reporting Requirements

The parties acknowledge that the construction of the GTEC building was accomplished through grant funding by the EDA. As such there are reporting requirements for which the CITY is responsible to demonstrate that GTEC continues to be used as required by EDA.

Furthermore, it is important for both parties that the goal established by this Agreement is met in accordance with the terms and conditions of the Agreement. Therefore, to measure the success of this Agreement and to satisfy the requirements of the EDA Agreements and Grants, COLLEGE will provide to CITY the following reports or records:

1. Annual budget for the management of the GTEC program
2. Annual financial statement (income and expense report) for the management of the GTEC program
3. Quarterly performance report in the format provided in Exhibit F to be discussed at quarterly meetings
4. Material data safety (MDS) sheets, which are required to be kept by tenants if applicable. COLLEGE will keep MDS sheets on file and provide to CITY when requested.

10. CITY's Responsibilities Regarding the Maintenance of the GTEC structure and Surrounding Premises

The CITY owns the GTEC building, the ingress and egress to the property, on-site parking, utilities and surrounding vacant property as more specifically described in Exhibit A. During the term of this Agreement the CITY will maintain GTEC and, the surrounding premises as follows:

A. Building Maintenance

In maintaining the GTEC structure in good repair and habitable for the uses described in the Agreement, the CITY shall:

1. Perform, or cause to be performed, all needed capital repairs to the exterior of the building including such items as painting, roof repairs, doors (functionality and aesthetics), windows (water intrusion and broken glass);
2. Maintain elevators, including inspection, maintenance, service level agreements and annual certificate of operations;
3. HVAC and/or mechanical units including annual service and preventative maintenance up to and including replacing HVAC if necessary;
4. Maintain existing fenced parking until CITY is ready to commence redevelopment of the area on which the current fenced parking is located at which time the CITY will
 - a. relocate the parking spaces to another on-site area
 - b. provide a fenced area for storage, as will be mutually agreed by the parties;
5. Maintain fire alarm and suppression systems to include inspections and preventative maintenance; and
6. Provide key blanks and key ways for any needed lock changes .

Provided however, the repair is not as a result of the intentional act or negligence of COLLEGE or Tenant.

B. The Premises

In maintaining the premises, including parking, CITY shall:

1. Repair and stripe paved areas and sidewalks as needed;
2. Maintain the landscape, lawn care and irrigation of the property surrounding GTEC, as more specifically described in EXHIBIT A; and
3. Maintain the retention ponds.

C. Notice of Repairs

CITY will provide COLLEGE with a contact person and number in CITY's General Services Department. COLLEGE will notify the CITY contact person when COLLEGE identifies repairs that are the CITY's responsibility.

D. Future Development

CITY and COLLEGE acknowledge that CITY will be developing the vacant lands surrounding the GTEC building during the term of this Agreement with the purpose of creating businesses to support the GTEC incubation program and to provide building spaces available for use by graduated Tenants. A copy of the CITY's conceptual plan is attached as Exhibit G. The conceptual plan is for informational purposes only and the final development may be different than that represented in Exhibit G. Accordingly, during the term of this Agreement, additional buildings may be constructed on site, existing fencing may be removed or reconfigured, and the configuration of parking and ingress and egress may change from the existing configuration. In the event parking and/or access is reconfigured, CITY shall continue to provide adequate parking to the GTEC facility. CITY will keep COLLEGE informed of all construction plans. CITY will pay for all costs for utility connection and use incurred in connection with its future development.

11. COLLEGE's Responsibilities Regarding the Maintenance of the GTEC Structure and Surrounding Premises

COLLEGE will maintain the interior of the building and all contents therein in good repair at COLLEGE's expense. COLLEGE's maintenance responsibilities include, but are not limited to:

1. Custodial and basic day to day maintenance;
2. All costs for utility connection and use (power, telecommunication, internet, water, sewer, garbage, etc.);
3. Routine and reasonable floor and carpet care at a minimum of twice a year;
4. Window cleaning;
5. Providing, cleaning and maintaining floor mats;
6. Maintaining general furniture and equipment within GTEC administrative offices and shared workspaces;
7. Providing pest control services;

8. Security access control system;
9. Electrical system maintenance to include outlets, breakers, fuse boxes, etc. that is considered minor and not a major electrical system problem;
10. Plumbing to include repair of any small leaks and stoppages; and
11. Replacement of fluorescent tubes and/or bulbs in light fixtures.

COLLEGE shall also be responsible for other routine and regular repairs to the building. Routine and regular repairs are those repairs with a cost of **under \$, \$1000** which may include but are not limited to:

1. Minor electrical work;
2. Plumbing repairs;
3. Painting; and
4. Glass repair.

CITY shall be responsible for repairs to GTEC and the premises which have not otherwise been specified in this Agreement.

12. Right to entry:

The CITY shall have the right to enter the premises at any reasonable time for the purpose of making necessary repairs or inspections to ensure that the conditions of the AGREEMENT are being fulfilled. Any contractual deficiencies in the conditions of the premises will be brought to COLLEGE's attention. COLLEGE will attempt to rectify said deficiencies within ten working days or any other mutually agreed upon time frame. If COLLEGE refuses or fails to rectify the deficiencies, CITY may terminate this Agreement as provided in paragraph 17 of this Agreement.

13. Alteration, installations and/or changes in premises:

The COLLEGE may, at its own cost and expense, make alterations or renovations to the premises. All plans for alterations or renovations are subject to timely review and approval of the City Manager, or his designee, which approval shall not be unreasonably withheld. This includes alterations or renovations initiated by tenant requests. CITY's failure to respond to a request for approval under this section within 30 days shall be deemed approval by CITY and consent to proceed.

The review and approval by CITY is solely for the purposes of this Agreement and in no way constitutes or shall be deemed approval by or a waiver of any review, permits or approvals required by the City of Gainesville in its regulatory capacity or the approval of any other regulatory entity. Any alteration or renovation shall not impair the safety of the premises or the property and shall be made according to all applicable laws, ordinances and regulations.

All alterations, additions, improvements, repairs, replacements, or fixtures made or replaced by COLLEGE or Tenants on the premises including lighting, molding, and any other article permanently affixed to the floor, wall or ceiling of the premises shall become the property of the CITY and shall be surrendered with the premises at the termination or expiration of this Agreement.

COLLEGE shall not retain or permit Tenant to retain a Contractor unless said Contractor posts a Payment and Performance Bond in accordance with Section 255.05, Florida Statutes. COLLEGE shall promptly pay for or cause Tenant to pay for all labor and materials used in constructing any improvements, alterations or fixtures on GTEC and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against CITY or GTEC by, against, through, or under COLLEGE, Tenants or their contractors or subcontractors. COLLEGE and Tenants shall notify contractors that the CITY's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to GTEC by COLLEGE or Tenants. CITY's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to GTEC. If any such lien or claim is filed, COLLEGE shall cause the same to be released within 90 days of filing of the lien.

14. Insurance:

Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. COLLEGE agrees to carry insurance during the agreement term through participation in the Florida College System Risk Management Consortium with a liability limit of \$200,000 for the claims or judgments of any one person and a liability limit of \$300,000 for all claims or judgments arising out of the same incident or occurrence which is the result of any negligent act or omission of COLLEGE, its officers, employees and agents in connection with and pursuant to this agreement in accordance with Section 768.28, Florida Statutes. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the CITY, the State of Florida or its agents, political subdivisions and agencies to be sued; or (3) waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Title to the property remains at all times with the CITY, which shall maintain all hazard insurance required by the Agreements and Mortgages set forth in Exhibit 1. Property insurance does not cover any item in the building or on the premises that is not the property of the CITY. Accordingly, COLLEGE will obtain and require tenants to obtain insurance coverage of personal property of the COLLEGE and tenants respectively. Tenants, guests, invitees, and/or visitors are responsible for the safety of all items brought into the GTEC or on its premises. COLLEGE is not responsible for any damage to the GTEC and its premises by Tenants, program participants, and/or visitors of any kind. The CITY assumes no responsibility and no liability whatsoever for the loss of or damage to property of the COLLEGE, its agents, clients, employees, Tenants, guests, invitees, and/or visitors except to the extent such liability, loss or damage arises out of the acts or omissions of CITY or CITY's governing body or its employees.

15. Fire Code Enforcement:

Hallways and aisles shall be used only for passage, shall not be used for storage of furniture or equipment of any kind, and shall be kept unobstructed at all times, in accordance with fire codes. The COLLEGE shall not transact, nor allow the transaction of any business on the premises, nor keep thereon anything that will increase the rate of the fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. To enable compliance by the COLLEGE, the CITY will provide the COLLEGE with copies of its insurance policies.

16. Hazardous Substances/Environmental Indemnity:

The parties acknowledge that the nature of incubating Tenants' businesses may require the use and storage of hazardous substances. The parties acknowledge that it is Tenants' responsibility to properly use, store, and dispose of all hazardous substances in accordance with Occupational Health and Safety Administration (OSHA) standards. Accordingly, COLLEGE will:

1. Require each Tenant to provide COLLEGE with Material Safety Data sheets listing all hazardous waste used and/or stored on site and Tenants' disposal plan for such hazardous waste; College shall provide same to CITY upon request.
2. Perform routine inspections of tenant space to insure tenant compliance with hazardous waste, use, storage and disposal; Include in each Tenant lease, the Environmental Indemnity provisions contained in the sample Lease Agreement in Exhibit E, or such other form of lease as is approved by the CITY and EDA.

17. Damage or Destruction of GTEC:

In the event the building or any part thereof is destroyed or so damaged by fire or other casualty as to make the GTEC totally or partially unfit for use, the CITY shall have the option either to repair such damage or to terminate this AGREEMENT.

18. Termination of Agreement:

- a. Failure of the CITY or COLLEGE to comply with any of the terms and conditions of this Agreement shall be considered a breach of the Agreement. Each party agrees to give the other party notice of any such breach. If the breach is not cured within 10 days from the date notice is sent, the breaching party shall be considered in default, and the Agreement may be terminated.
- b. The parties acknowledge that each is a public entity, subject to the Public Records law. As such, each party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Agreement.
- c. The foregoing notwithstanding, either the CITY or COLLEGE may terminate this Agreement by providing no less than forty-five days' advance written notice to do so, unless the parties agree otherwise.
- d. Neither CITY nor COLLEGE shall assign this Agreement in whole or part to any person without the other party's written consent. The consent to one assignment shall not be deemed to be consent to another assignment. In the

event the Agreement is assigned without prior written consent, this Agreement may be terminated.

- e. Upon the expiration or termination of this Agreement, the COLLEGE will surrender its rights and obligations to the exclusive use of GTEC, for the management of GTEC, and for the operation of GTEC to the CITY. GTEC premises shall be in like good order as when received and/or including all agreed upon changes to premises under Section 13, ordinary wear and tear excepted, with any and all fixtures and equipment owned by the CITY and any equipment furnished by the COLLEGE to replace similar equipment which may have become lost, damaged, or destroyed.
- f. Upon expiration or termination of this Agreement, CITY's assignment to COLLEGE of future rents shall expire. COLLEGE will execute all requested documentation to transfer all right, title, and interest in the leases and the rents back to CITY

19. General Terms:

- a. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties mutually agree that this is a Florida Agreement to be performed in the State of Florida, and any litigation arising hereunder shall be brought and completed in Alachua County, Florida, and other pertinent Florida courts.
- b. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on either party unless reduced to writing and executed by both parties.
- c. No waiver of any breach of this AGREEMENT or delay in the enforcement of the agreement shall constitute a waiver of any preceding or succeeding breach of the right to enforce any other provision hereof. The CITY and COLLEGE are committed to the concept of a long-standing agreement. This Agreement may be modified, but only in writing, as the parties deem fit over the course of time in order to deal with new and changing situations and other issues that may arise. This Agreement will be amended when terms are added, deleted, or modified. Amendments will be by formal written amendments signed by duly authorized representatives of the CITY and COLLEGE.
- d. The CITY and COLLEGE shall not discriminate against any individual because of that individual's ethnicity, race, creed, color, religion, sex, national origin, age, disability, marital status, genetic information, political opinions or affiliations, veteran status, sexual orientation, gender or gender identity with respect to any activity related to the GTEC operations.
- e. The COLLEGE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of the CITY including,

but not limited to, mortgages or construction liens against the real property of the CITY or against any interest of CITY.

- f. COLLEGE agrees to permit CITY’s officers, authorized employees and agents, and auditors to audit, examine, inspect and have access to the books, records, papers, equipment and facilities of the COLLEGE with respect to this Agreement.
- g. COLLEGE shall be responsible for collecting and remitting to the State sales and use taxes, if any, from the Tenants. CITY shall be responsible for real property taxes, if any, on the GTEC property. COLLEGE shall be responsible for collecting each Tenants pro rata share of any real property taxes from the Tenants and remitting the CITY.

IN WITNESS WHEREOF, the COLLEGE and CITY have caused this AGREEMENT to be executed for the uses and purposes herein expressed on the day and year first above written.

**The District Board of Trustees of
SANTA FE COLLEGE:**

Chair *Date*

Witness *Date*

Witness *Date*

EXHIBIT A
AERIAL OF GTEC BUILDING

EXHIBIT B

**AGREEMENT AND MORTGAGE
CITY OF GAINESVILLE AND UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION
OCTOBER 12, 1999**

EXHIBIT C

**AGREEMENT AND MORTGAGE
CITY OF GAINESVILLE AND UNITED STATES DEPARTMENT OF COMMERCE,
ECONOMIC DEVELOPMENT ADMINISTRATION
NOVEMBER 29, 2000**

EXHIBIT D

AUTHORIZATION TO BROADEN MISSION

EXHIBIT E
SAMPLE LEASE AGREEMENT

**LEASE
GAINESVILLE TECHNOLOGY ENTERPRISE CENTER**

Effective Date: _____

TENANT NAME: _____

Address: _____

Contact: _____

Email: _____

THIS LEASE AGREEMENT ("Lease or Agreement") is made between Santa Fe College ("Manager" or "Santa Fe"), the City of Gainesville ("Landlord" or "City") and _____ ("Tenant").

1. **OWNERSHIP AND CONTROL OF GTEC:** The City owns the GTEC facility. On _____, City entered into an Interlocal Agreement with Manager. City granted Santa Fe the exclusive management rights of GTEC and assigned all GTEC tenant leases, rents, and charges in consideration of Santa Fe operating an incubator program at GTEC.
2. **INCUBATOR PROGRAM:** Tenant has been accepted into the GTEC incubator program. The purpose of the incubator program is to successfully develop entrepreneurial companies for placement in Gainesville's city limits. As a member of the GTEC incubator program, Tenant will be expected to work with both Santa Fe and the City to locate business space within the City limits upon Tenant's graduation from GTEC.
3. **SUBORDINATION OF LEASE:** Landlord discloses to Tenant that the GTEC is funded through grants provided by the U.S. Department of Commerce, Economic Development Administration, the City, and the Alachua County Board of County Commissioners (County). In compliance with the grant contract with EDA, the City recorded mortgage liens against the property in the amount of the EDA grants. This Lease is expressly subject to and subordinate to all mortgages and other obligations of the City to the EDA, and the Interlocal Agreement between the City and Santa Fe.
4. **LEASE OF PREMISES:** In consideration of the rent to be paid by the Tenant, Landlord hereby leases to Tenant the following described space ("Premises") in the Gainesville Technology Enterprise Center ("GTEC") facility located at 2153 S.E. Hawthorne Road, Gainesville, Florida 32641. **The Premises are identified on Schedule "A", attached to and made a part of this Lease.** Manager and Landlord reserve the right to relocate Tenant at Manager or Landlord's expense to comparable space so long as the number of square feet so substituted equals or exceeds the number of square feet in the Premises. Further, Tenant shall have access to and use of the parking lot, which may be limited as necessary due to availability, and the common areas identified in Paragraph b. below.
 - a. **Use:** Tenant shall use the Premises only for _____ and no other purpose, without Landlord and Manager's written permission. Should the Tenant desire and decide to use the Premises for any other purpose, the use must be pre-approved by Landlord and Manager. Tenant shall create no public nuisance or allow to be created in or from the building a public nuisance. Tenant shall not conduct any trade, business or occupation that is unlawful.
 - b. **Common Areas:** Tenant's use of the following common areas is included in its base rent:
 - i. Conference rooms (on first-come-first reserved basis).

- ii. Tenant lounge.
 - iii. Outdoor patio.
 - iv. Lobby area.
 - v. Restrooms.
 - vi. Central shipping and receiving area.
 - vii. Kitchenette.
 - viii. Tenant Services Center.
 - ix. Parking lot.
- c. **Future Development:** City will be developing the vacant land surrounding the GTEC building with the purpose of creating businesses to support the GTEC incubation program and building spaces available for use by graduated tenants. A copy of the City’s conceptual plan is available at the GTEC management office for inspection. Accordingly, during the term of this lease, additional buildings may be constructed on site, existing fencing may be removed or reconfigured, and the configuration of parking and ingress and egress may change from the existing configuration. In the event parking and/or access is reconfigured, the City will continue to provide adequate parking and access to the GTEC facility.
- d. **Included Services:** In addition to the lease of Premises, Manager agrees to supply the following services at no extra cost, but subject to controls and limitations established by Manager from time-to-time, and Manger’s option to reduce, substitute or replace:
- i. Office receptionist for GTEC management during regular business hours.
 - ii. Janitorial service for common areas except on legal holidays and weekends.
 - iii. Experienced staff to mentor and assist Tenant in developing Tenant’s business
 - iv. Educational programs and workshops
 - v. Introduction to service providers
 - vi. References to sources of capital resource and assistance in accessing those resources
 - vii. Connection to external resources
 - viii. Advice, consultation and support of Tenant’s business activities
 - ix. Coordination with City for Tenant placement after graduation
- e. **Term of Lease:** Tenant shall lease the Premises for a period of **_ month**, commencing on _____. Following the initial term, this Lease shall continue on a month-to-month basis, with the right of either party to cancel this Lease upon 15 days written notice to the other, and subject to the terms of paragraph 20 below.
- f. **Rent: Tenant agrees to pay rent as specified on Schedule “A”, attached to and made a part of this Lease.** Additionally, Tenant agrees to pay any and all applicable sales tax on the rent. Tenant agrees to pay its pro rata share of real property taxes, if any. All rent is due and payable the first day of every month. Rent shall be made payable to the _____ and delivered to the Manager. Any invoice provided by the Manager for rent is a courtesy only and does not change the due date of any such payment. **Additional Charges:** If Tenant uses any of the fee-based services offered at GTEC, all such charges incurred owing to Manager, as well as any other amounts due Manager, shall be billed monthly and shall be paid along with the monthly rent. In the event that Tenant fails to pay said additional charges or is ten days or more overdue with such payment. Manager shall be entitled to the same remedies as for default on rent. Additionally, Tenant agrees to pay sales tax on any additional charges, as applicable.

- g. **Utilities:** Charges for water, wastewater, electric services, and stormwater are included in Tenant's monthly rent as set forth in Schedule "A". Notwithstanding Manager's duty to provide these services without an additional charge, Manager may determine in the exercise of its sole discretion that Tenant's usage of those services exceeds the reasonable and normal usage that Manager anticipated for its Tenants, and Manager may increase Tenant's base rent to cover that additional charge.
 - h. **Telephone, Internet and Network Service Charges:** Tenant agrees to utilize the local and long-distance telephone service, shared broadband Internet service and network services provided at GTEC by GRUcom, a Gainesville Regional Utility company, which shall be billed monthly to Tenant.
 - i. **Late Charges:** Tenant agrees to pay a late charge of one percent (1%) per day on any rent, or other charge ten or more days past due. All payments received shall first be applied to any past due amounts and then to current charges. No payment by Tenant or acceptance by Manager of a lesser amount than the rent, additional charges, late charges or other payments to Manager due hereunder shall be deemed to be other than partial payment of the full amount due. Manager may accept such partial payment without prejudice to Manager's right to recover the balance due and payable or to pursue any other remedy provided in the Lease.
 - j. **Security Deposit:** To secure the faithful performance by Tenant of all the provisions of this Lease, Tenant will deposit at the time of execution of this Lease, the sum of \$500, which deposit or any portion may be applied to the curing of any default of Tenant. Manager will refund the deposit to Tenant within 30 days of termination of this Lease less any expenses or costs incurred due to Tenant's default.
2. **INDEMNIFICATION OF CITY AND LANDLORD BY TENANT:** Manager and Landlord shall not be liable to Tenant, or to any other person, for any damage to any person or property caused by act, omission, or neglect of Tenant. Tenant agrees to indemnify and hold Manager and Landlord, their elected and appointed officers, employees and agents harmless from any such liability or claim of liability against Manager or Landlord, including attorney's fees. In addition, Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$500,000 combined single limit general liability insurance protecting Manager and Landlord and Tenant against liability for any accident, injury or damage on the Premises or property. Should Manager or Landlord determine in its sole discretion that Tenant's operations present a risk of loss of damage greater than anticipated of its Tenant, then Tenant may be required to maintain greater insurance coverage different in scope of loss covered and amount of coverage. Tenant shall furnish to Landlord appropriate certificates of said insurance, each of which shall name the Manager and Landlord as additional insured, contain a provision that the policy shall not be canceled or materially changed except after 30 days prior written notice of such cancellation or material change to the Manager and Landlord. Manager and Landlord in no way waive any right to sovereign immunity under the law.
3. **PREMISES:**
- a. **Licenses, Permits and Compliance with Laws and Rules:** Tenant shall, at Tenant's expense, obtain all necessary licenses and permits which may be required for the conduct of Tenant's business. Tenant shall, at Tenant's own expense, use its best efforts promptly to observe and

comply with all present and future laws, ordinances, directives, orders, rules and regulations of all federal, state, municipal or other authorities having or claiming jurisdiction over the Premises, Tenant or the conduct of Tenant's business.

Tenant agrees to abide by all rules established by the Manager and/or Landlord, and to maintain the Premises in a secure, safe, neat, clean and orderly condition and not to cause damage to the building, the facilities or the Premises.

b. **Signs:** Tenant shall not place or erect any sign on the Premises.

c. **Tenant Alterations, Installations and Changes in Premises:**

i. Tenant may, at its own cost and expense, make alterations to the Premises, but only with Landlord's prior written approval. Any alterations shall not impair the safety or the appearance of the Premises or the property and shall be made according to all applicable laws, ordinances, and regulations. Such work shall be performed at Tenant's expense by contractors or workers approved in writing in advance by Landlord. Landlord shall have the right to require that the work be performed at such time and upon terms, conditions and scheduling satisfactory to Manager and Landlord and the other tenants of the building.

ii. All alterations, additions, improvements, repairs, replacements, or fixtures made or replaced by Tenant on the Premises including lighting, molding, and any other article permanently affixed to the floor, wall or ceiling of the Premises shall become the property of Landlord and shall be surrendered with the Premises at the termination or expiration of this Lease Agreement. However, Landlord may direct Tenant, at Tenant's expense, in writing to remove any or all alterations, additions, improvements, repairs, replacements, or fixtures, other than initial structural improvements, made or placed by Tenant on the Premises and to repair, at Tenant's expense, all damage caused by such removal and to return the Premises to its original condition, reasonable wear and tear excepted. On the termination date of the Lease Agreement, Tenant may remove its furniture, movable equipment and other personal property not attached to the Premises.

iii. Tenant shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on GTEC and shall do all things necessary to prevent the filing of mechanic's, materialman, or other type of liens on GTEC. Tenant shall notify contractors that GTEC is not subject to any liens or claims for alteration. Tenant shall require contractor to post Payment and Performance Bond in accordance with Section 255.05, F.S. prior to commencement of construction.

4. **DEFAULT RIGHTS AND REMEDIES:**

a. **Tenant Default.** Tenant shall be deemed in default under this Lease if Tenant fails to pay within 10 days of the due date any rent or other charge provided for in this Lease; fails to observe or perform any other term, condition, covenant or obligation of this Lease within 10 calendar days of notice to do so; abandons the Premises; fails to immediately cure any potentially hazardous conditions that Tenant, Tenant's employees, agents, licensees, patrons,

guests or invitees have created has created; and/or fails to abide by the rules and other tenancy guidelines established by the Manager and Landlord.

- b. **Landlord Default.** Manager or Landlord shall in no event be deemed in default in the performance of any of its obligations hereunder unless and until Manager or Landlord shall have failed to perform such obligations within 15 calendar days after notice has been given by Tenant to Manager or Landlord specifying wherein Manager or Landlord has failed to perform any such obligation; provided, so long as within such 15 calendar day period Manager or Landlord has commenced the cure or has provided Tenant with a reasonable timeframe within which Manager or Landlord is able to commence such cure and Manager or Landlord diligently pursues the same, the cure period shall be extended for such period as may reasonably be required to cure the default.
 - c. **Remedies upon Uncured Default.** In the event of uncured default, the non-defaulting party shall have the right to the following remedies: (i) to cure such default and charge the costs thereof plus interest calculated at ten percent (10%) per annum to the party in default; or (ii) to pursue the remedy of specific performance. In addition, the Manager and/or Landlord shall have the right to terminate the Lease in the event of Tenant default. In the event of termination, Manager and/or Landlord shall be entitled to recover from Tenant all unpaid Rent and additional fees and charges due up to and including the date of termination as well as any additional sums provided by law (including attorneys' fees and costs) for which Tenant is liable or for which Tenant has agreed to pay Manager or Landlord. Upon termination, Tenant agrees to immediately surrender the Premises to Landlord and to deliver to Manager all keys to the Premises and to deliver to Landlord and/or Manager any other property supplied by Landlord and/or Manager and not owned by Tenant. In addition to the statutory remedies and lien for non-payment of Rent, Landlord and/or Manager shall have a lien for the payment of Rent upon the fixtures and equipment of Tenant located in the Premises. This lien may be enforced upon the nonpayment of Rent and additional charges by the taking and sale of such property in the same manner as allowed by law in the case of default under a chattel mortgage. The foregoing remedies are in addition to any other specific rights and remedies provided in this Lease.
5. **MANAGER'S AND LANDLORD'S RIGHTS AND REMEDIES:** If Tenant defaults, Manager and/or Landlord shall be entitled to immediately terminate this Lease and to recover from Tenant all unpaid rent and additional charges or other payments due up to and including the date of termination as well as any additional sums provided by law (including attorneys' fees and costs) for which Tenant is liable or for which Tenant has agreed to pay Manager or Landlord. If Manager or Landlord terminates this Lease, Manager or Landlord may re-enter the Premises at Manager's or Landlord's discretion. Tenant agrees, following termination of the Lease, to immediately surrender the Premises to Landlord and to deliver to Manager all keys to the Premises and to deliver to Landlord and/or Manager any other property supplied by Landlord and/or Manager and not owned by Tenant.
 6. **ATTORNEY FEES AND COSTS:** In the event Tenant defaults in the performance of any of the terms, conditions, or covenants of this Lease, the Tenant agrees to pay the Manager's or Landlord's attorney's fees and all other costs and expenses of every type and nature incurred by the Manager or Landlord.
 7. **NO ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign this Lease or sublet the Premises in whole or in part. Any attempted assignment or subletting shall automatically terminate this Lease and entitle Manager and Landlord to immediately take possession of the Premises.

8. **REPAIRS AND MAINTENANCE:**

- a. Manager shall be responsible to Tenant for maintaining the heating, ventilating and air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the first day of the Lease term.
- b. Tenant shall be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Tenant, or the Tenant's employees, agents, licensees, tenants or invitees. In addition, Tenant shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be removed from the Premises, or which may be placed thereon by Tenant. All such repairs shall be made in a good, workmanlike manner by a contractor approved in writing by Landlord. In the event of Tenant's failure to make repairs within a reasonable period of time, or in the event that the repairs are inadequate, the Manager or Landlord may elect to make such repairs and perform such maintenance and the Tenant shall pay to the Manager or Landlord: upon demand, the reasonable costs of such repairs and maintenance. Tenant shall maintain the Premises in a clean and sanitary condition by providing routine janitorial and trash removal services.

9. **INSPECTION BY MANAGER AND/OR LANDLORD:** Manager and/or Landlord shall have the right to enter upon and inspect the Premises at all reasonable times for all reasonable purposes.

10. **SURRENDER:** Tenant shall surrender the Premises immediately upon termination of this Lease, or as otherwise provided for in this Lease. Premises shall be in good order and condition, excepting reasonable wear and tear, and Tenant shall return to the Manager and/or Landlord all tangible personal property supplied by Manager and/or Landlord to Tenant other than Tenant's own personal property.

11. **PROPERTY DAMAGE:** Manager and Landlord are hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting from any cause whatsoever, and for any damage, injury, or inconvenience caused by interruption of utility service.

12. **FIRE AND/OR OTHER CASUALTY:** Pursuant to the Interlocal Agreement between City and Santa Fe, in the event GTEC or any part thereof is destroyed or so damaged by fire or other casualty as to make GTEC totally or partially unfit for use, City has the option either to repair such damage or to terminate this Agreement. Accordingly:
- a. In the event that the Premises are totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Tenant or those employed by or acting for the Tenant, that the same cannot be repaired or restored within a reasonable length of time, as City may determine, in the exercise of its sole discretion, City may terminate the Interlocal Agreement and Landlord and Manager shall terminate this Lease.
 - b. If the damage caused as above is only partial and such that the Premises can be restored to its former condition within a reasonable time, as City may determine, in the exercise of its sole discretion, City may at its option, restore the same with reasonable promptness. City reserves the right to enter upon the Premises for that purpose. City reserves the right to enter upon the

Premises whenever necessary to repair damage caused by fire or other casualty to the building of which the Premises are apart even though such entry may have the effect of rendering the Premises or some portion thereof temporarily unavailable for occupancy. In either event, the rent shall be apportioned and suspended during the time that the City is in possession, taking into account the proportion of the Premises rendered unavailable for occupancy and the duration of City's possession. If a dispute arises as to the amount of rent due under this clause, Tenant agrees to pay the full amount claimed by Manager, though Tenant shall retain the right to proceed by law to recover any disputed amount, if any.

- c. Manager and/or Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

13. **NO WAIVER OR BREACH:** Any failure or neglect by Manager and/or Landlord to assess or enforce any rights or remedies due from any breach or default by Tenant shall not prejudice Manager's or Landlord's rights or remedies with regard to any existing or subsequent breaches or defaults.

14. **BURDEN, BENEFIT, AND APPLICABLE LAW:** This Lease shall be binding on and inure to the benefit of the respective successors and assigns of the Manager and the Landlord and of Tenant. This Lease shall be construed according to the laws of the State of Florida, venue in Alachua County, Florida. This Lease may be modified only in writing signed by the parties or their respective successors or assignees in interest.

15. **HAZARDOUS SUBSTANCES/ENVIRONMENTAL INDEMNITY:**

- a. **Prohibition.** The storage, use or disposal of Hazardous Substances on GTEC is prohibited, except those listed in Attachment A. Tenant shall prepare Material Data Safety Sheet monthly and provide a copy to Landlord and Manager.
- b. **Environmental Indemnity.** Without limiting Tenant's obligations under any other provision of this Agreement, Tenant and its successors and assigns shall hereby indemnify, defend, protect, and hold Landlord and Manager, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to Landlord's or Manager's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of GTEC, the Building, or any portion thereof, and injuries to persons, property or natural resources, arising out of Tenant's breach of any provision (or representation, warranty, or covenant) contained in this paragraph arising from, out of, in connection with, or as a consequence, directly or indirectly, of the Release or presence of any Hazardous Substances on, in, or beneath GTEC or that may have migrated from GTEC to any adjacent lands, air or water, which first occurs during the Term of this Agreement, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Tenant, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all costs of determining whether GTEC is in compliance and causing GTEC to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Landlord's and/or Manager's reasonable

attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Landlord and/or Manager by reason of any violation of any applicable Environmental Law which first occurs, or has first occurred, upon GTEC during the Term of this Agreement, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Tenant shall comply with all Environmental Laws throughout the Term of this Agreement, as the same may be extended by law or agreement of the parties. Tenant hereby covenants and agrees that all obligations of Tenant under this paragraph shall survive any termination of the Agreement, it being further understood and agreed that the rights of Landlord and/or Manager under this paragraph shall be in addition to any other rights and remedies under this Agreement, or otherwise available to Landlord and/or Manager at law or in equity.

c. **Definitions**

- i. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq. ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.
- ii. The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

- iii. The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.
- iv. The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the Florida Department of Environmental Protection ("FDEP"), the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

16. **TAXES:** Tenant shall pay all taxes assessed against Tenant's operation, occupancy and use of the Premises or personal property on the Premises, including its pro rata share of real property taxes.
17. **NON-DISCRIMINATION:** Tenant will not discriminate against any person upon the basis of race, religion, color, marital status, sex, natural origin, sexual orientation, disability or age, in either employment or with regard to services, as applicable, in accordance with any federal, state and local laws.
18. **RELATIONSHIP WITH MANAGER AND LANDLORD:** Tenant shall not use any trademark, service mark, trade name or other indicia of the Manager and/or Landlord, nor shall Tenant hold itself out as having any business affiliation with the Manager and/or Landlord other than a landlord-tenant relationship, without having specific written agreement from the COLLEGE President and City Manager, and upon direction of the COLLEGE President and/or City Manager, the Tenant shall issue public disclaimers to that effect.
19. **NOTICE:** All notices, demands or communications of any kind which may be required or desired to be served, given or made by Landlord shall be sufficient if delivered in person or sent through the United States mail, certified or registered, return receipt requested addressed to the parties as follows:

LANDLORD:

City Manager
200 E. University Avenue, Suite 402
Gainesville, Florida 32601

MANAGER:

Insert contact name for mail and hand delivery of Santa Fe Manager

TENANT:

Insert name and address of tenant

Either party may change the address to which subsequent notices shall be sent. Any notice give hereunder to Tenant shall be deemed delivered if it is properly addressed.

21. **POSSIBILITY OF RADON GAS:** Pursuant to Section 404.056 Florida Statutes, you are hereby advised as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

22. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

TENANT:

Insert name of tenant

Witness as to Tenant:

By: _____

Name: Insert name of signatory

Name: _____

Title: Insert title

Date: _____

LANDLORD:

City of Gainesville

Witness as to Landlord:

By: _____

Name: Russ Blackburn

Title: City Manager

Name: _____

Date: _____

By: _____
Approved as to Form and Legality

MANAGER:

Santa Fe College

By: _____

Witness as to Manager:

Date: _____

Name: _____

By: _____
Approved as to Form and Legality

EXHIBIT F**GTEC QUARTERLY UPDATE**

Reporting Period: Year: [Click here to enter text.](#) October 1st – December 31st

January 1st – March 31st

April 1st – June 30th

July 1st – September 30th

Prepared By: [Click here to enter text.](#)

Submittal Date: [Click here to enter a date.](#)

Submit completed form to City of Gainesville, Economic Development and Innovation Director

I. PERFORMANCE METRICS**A) Resident Companies** (**Complete questions 1-3 with data as of Submittal Date*)

1. Total number of incubating companies: [Click here to enter text.](#)
 Number of incubating companies that are technology-focused: [Click here to enter text.](#)
 Number of non-incubating companies and/or other organizations: [Click here to enter text.](#)
2. Total number of employees at incubating companies: [Click here to enter text.](#)
 Total number of employees at non-incubating companies and/or other organizations: [Click here to enter text.](#)
3. Percentage of total space that is leasable: [Click here to enter text.](#)
 Percentage of leasable space that is currently being leased: [Click here to enter text.](#)
 Percentage of leasable space that is currently being leased to incubating companies: [Click here to enter text.](#)
4. Number of new applications for admission received during reporting period: [Click here to enter text.](#)
 Number of applications accepted during reporting period: [Click here to enter text.](#)

B) Jobs Created

1. Total number of jobs created at incubating companies during reporting period: [Click here to enter text.](#)
2. Number of full-time (40+ hours/week) created during reporting period: [Click here to enter text.](#)
3. Number of part-time jobs created during reporting period: [Click here to enter text.](#)

C) Investment Secured

1. Total amount of investment secured by tenant companies during reporting period: [Click here to enter text.](#)
 Amount of private investment: [Click here to enter text.](#)
 Amount of public investment: [Click here to enter text.](#)

D) Graduating Companies

1. List companies graduating from incubation program during reporting period:

Company Name	Months in GTEC	Address	# of Full-Time Employees as of Submittal Date	# of Part-Time Employees as of Submittal Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

E) Community Involvement

1. List community workshops and/or events not directly tied to the incubation program held during reporting period:

Workshop or Event Description	Date	# of Attendees
Click here to enter text.	Click here to enter a date.	Click here to enter text.
Click here to enter text.	Click here to enter a date.	Click here to enter text.
Click here to enter text.	Click here to enter a date.	Click here to enter text.
Click here to enter text.	Click here to enter a date.	Click here to enter text.

II. SUMMARY OF ACCOMPLISHMENTS

1. Describe tenant and program milestones/accomplishments during reporting period:
Click here to enter text.

EXHIBIT G

**CONCEPTUAL LAYOUT OF FUTURE DEVELOPMENT
LOTS 105 AND 106**