

LEASE
TECHNOLOGY ENTERPRISE CENTER

Date: _____

Tenant Name: _____

- individual
- corporation (State Incorporated _____)
- partnership (State registered: _____)

Address: _____

City: _____ State: _____ Zip: _____

Phone (home): _____ (bus) _____ (cellular) _____
(e-mail) _____

THIS AGREEMENT is made this _____ day of _____, 20____,
between the City of Gainesville, Florida, ("Landlord") and
_____ d/b/a _____ ("Tenant").

1. **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 building known as the Technology Enterprise Center (TEC) which is located at 2153 Hawthorne Road, Gainesville, Florida. The premises is identified as:

Suite(s) _____, consisting of approximately _____ square feet.

Landlord reserves the right to relocate Tenant 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. Should the Tenant desire and decide to use the premises for any other

1 purpose, the use for any other purpose must be preapproved by Landlord. Tenant
2 shall create no public nuisance or allow to be created in or from the building a
3 public nuisance. Tenant shall not conduct any trade, business or occupation that
4 is unlawful.

5 B. Common Areas: Tenant's use of the following common areas is included in the
6 base rent:

- 7 1. Conference rooms (on reservation basis).
- 8 2. Business resource library.
- 9 3. Tenant lounge.
- 10 4. Outdoor patio.
- 11 5. Lobby area.
- 12 6. Bathrooms.
- 13 7. Central shipping and receiving area.
- 14 8. Kitchenette
- 15 9. Central mail area (Tenant is responsible for its own postage expense).

16 C. Included Services: In addition to the lease of premises, Landlord agrees to supply
17 the following services at no extra cost, but subject to controls and limitations
18 established by Landlord from time-to-time, and landlord's option to reduce, and
19 substitute or replace:

- 20 1. Central receptionist during regular business hours.
- 21 2. Janitorial service for common areas. (except on legal holidays and
22 weekends)
- 23 3. Business planning assistance.

1 4. Management consulting.

2 D. Additional Fee-Based Services: Landlord will supply the following “special”
3 services on a fee basis. The schedule of fees and internal rules requiring charges
4 for these services will be provided separately in a Fee Listing Schedule included
5 in the TEC Tenant Handbook which will be modified as needed:

6 1. Secretarial.

7 2. Facsimile.

8 3. Photocopying.

9 4. Document/Report binding.

10 5. Postage metering.

11 6. Teleconferencing and specialized audiovisual equipment.

12 Charges for these special services will be billed monthly to the Tenant and shall
13 be payable with the monthly rent.

14 E. Term of Lease: Tenant shall lease the premises for a period of one (1) month
15 commencing on _____. Following the initial term,
16 this Lease shall continue on a month to month basis with the right of either party
17 to cancel this lease upon 30 days written notice to the other. The lease will
18 terminate after 36 months unless an extension is given.

19 F. Continuation of Lease: Tenant’s continued tenancy under this agreement is
20 contingent upon satisfactory progress toward business goals and growth
21 projections consistent with the intent of the program. As a courtesy to the Tenant,
22 Landlord voluntarily agrees to notify Tenant if Tenant’s ability to reach

1 established goals are not met within 36 months in the incubator. Under no
2 circumstances can any Tenant remain longer than 48 months at TEC.

3 G. Rent: Tenant agrees to pay to Landlord a base rental rate of \$_____ per
4 month, due and payable on the first day of each month. After the first 12 months,
5 the base rental rate shall automatically increase to \$_____ for months
6 13-24, and, automatically increase to \$_____ for months 25-36.
7 Additionally, tenant agrees to pay sales tax on the lease. Upon execution of this
8 agreement, Tenant shall pay the first month's rent.

9 Additional Charges: If Tenant uses any of the fee-based services offered at TEC,
10 all such charges incurred owing to Landlord, as well as any other amounts due
11 Landlord, shall be billed monthly and shall be paid along with the base monthly
12 rent. In the event that Tenant fails to pay said additional charges or is ten days or
13 more overdue with such payment, Landlord shall be entitled to the same remedies
14 as for default on monthly rent. Charges for the fee-based services offered at TEC
15 will be provided separately in a Fee Listing Schedule which will be modified by
16 Landlord as needed. Additionally, Tenant agrees to pay sales tax on any
17 additional charges, as applicable.

18 H. Late Charges: In order to induce timely payment of rent and other fees due,
19 Tenant agrees to pay a late charge of one percent (1%) per day on any amounts
20 ten or more days past due. All payments received shall first be applied to any past
21 due amounts and then to current charges. No payment by Tenant or acceptance
22 by Landlord of a lesser amount than the base rent, additional charges, late charges
23 or other payments to Landlord due hereunder shall be deemed to be other than

1 part payment of the full amount due. Landlord may accept such part payment
2 without prejudice to Landlord's right to recover the balance due and payable or to
3 pursue any other remedy provided in the Lease.

4 I. Utilities: Electricity, water, wastewater, and stormwater service are included in
5 the monthly rent. Notwithstanding Landlord's duty to provide these services
6 without an additional charge, Landlord may determine in the exercise of its sole
7 discretion that Tenant's usage of these services exceeds the usage that Landlord
8 anticipated for its Tenants, Landlord may increase Tenant's base rent to cover that
9 additional usage.

10 J. Telephone, Internet and Network Service Charges: Tenant agrees to utilize the
11 telephone, internet and network services provided at TEC by GRUCom, and shall
12 be billed monthly to Tenant and shall be paid along with the monthly rent.
13 Charges for these services will be provided separately in a Fee Listing Schedule
14 which will be modified by Landlord as needed. The fees and charges for these
15 services will be provided separately in a fee listing schedule in the TEC Tenant
16 Handbook which will be modified by Landlord as needed.

17 K. Security Deposit: To secure the faithful performance by Tenant of all the
18 provisions of this Lease, Tenant will deposit at the time of execution of this lease,
19 the sum of \$ _____ Dollars, which deposit or any portion may
20 be applied to the curing of any default of Tenant. The deposit will be refunded to
21 Tenant within 30 days of termination of this lease less any expenses or costs
22 incurred by Tenant due to Tenant's default.

1 2. INDEMNIFICATION OF LANDLORD BY TENANT: Landlord shall not be liable to
2 Tenant, or to any other person, for any damage to any person or property caused by act,
3 omission, or neglect of Tenant. Tenant agrees to indemnify and hold Landlord, its
4 elected and appointed officers, employees and agents harmless from any such liability or
5 claim of liability against Landlord, including attorney's fees. In addition, tenant shall,
6 during the term of this lease, maintain comprehensive public liability insurance, issued by
7 a reputable insurance company licensed to do business in the State of Florida with limits
8 of not less than \$500,000 combined single limit general liability insurance protecting
9 Landlord and Tenant against liability for any accident, injury or damage on the premises
10 or property. Should Landlord determine that Tenant's operations present a risk of loss of
11 damage greater than anticipated of it's Tenant, then Tenant may be required to maintain
12 greater insurance coverage different in scope of loss covered and amount of coverage.
13 Tenant shall furnish to Landlord appropriate certificates of said insurance, and each
14 insurance policy shall contain an agreement that the policy shall not be canceled or
15 materially changed except after 30 days prior written notice of such cancellation or
16 material change to the Landlord.

17 3. PREMISES:

18 A. Licenses, Permits and Compliance with Laws and Rules: Tenant shall, at
19 Tenant's expense, obtain all necessary licenses and permits which may be
20 required for the conduct of Tenant's business. Tenant shall, at Tenant's own
21 expense, use its best efforts promptly to observe and comply with all present and
22 future laws, ordinances, directives, orders, rules and regulations of all federal,
23 state, municipal or other authorities having or claiming jurisdiction over the

1 leased premises, Tenant or the conduct of Tenant's business. Tenant agrees to
2 abide by all Rules of Landlord and to maintain the premises in a neat, clean and
3 orderly condition and not to cause damage to the building, the facilities or the
4 premises.

5 B. Signs: Tenant shall not place or erect any sign on the premises without first
6 obtaining the written consent of the Landlord which consent may be withheld at
7 Landlord's option.

8 C. Tenant Alterations, Installations and Changes in Premises:

9 1. Tenant may, at own cost and expense, make alterations to the premises,
10 but only with Landlord's prior written approval. Any alterations shall not
11 impair the safety or the appearance of the premises or the property and
12 shall be made accordingly to all applicable laws, ordinances, and
13 regulations. Such work shall be performed at Tenant's expense by
14 contractors or workers approved in writing in advance by Landlord.
15 Landlord shall have the right to require that the work be performed at such
16 time and upon terms, conditions and scheduling satisfactory to Landlord
17 and the other tenants of the building.

18 2. All alterations, additions, improvements, repairs, replacements, or fixtures
19 made or replaced by Tenant on the premises including lighting, molding,
20 and any other article permanently affixed to the floor, wall or ceiling of
21 the premises shall become the property of Landlord and shall be
22 surrendered with the premises at the termination or expiration of this
23 Lease Agreement. However, Landlord may direct Tenant, at Tenant's

1 expense, in writing to remove any or all alterations, additions,
2 improvements, repairs, replacements, or fixtures, other than initial
3 structural improvements, made or placed by Tenant on the premises and to
4 repair, at Tenant's expense, all damage caused by such removal and to
5 return the premises to its original condition, reasonable wear and tear
6 expected. On the termination date of the Lease Agreement, Tenant may
7 remove its furniture, movable equipment and other personal property not
8 attached to the premises.

9 4. REPORTING, REVIEW AND SUCCESS OF TENANT COMPANY:

10 A. Quarterly Reports: Tenant agrees to provide to TEC management staff a quarterly
11 report summarizing the following:

- 12 1. Progress made toward goals
- 13 2. Benchmarks and objectives reached
- 14 3. Updates made to the business plan
- 15 4. Changes in ownership, management or key personnel
- 16 5. Number of persons employed, their titles and wages
- 17 6. Current and projected employment opportunities
- 18 7. Disclosure of new inventions, patents or other intellectual property
- 19 8. Marketing efforts
- 20 9. Fundraising efforts
- 21 10. Financial conditions of the company

22 B. Performance Review: Tenant agrees to permit TEC management staff, advisory
23 board members and other counselors or mentors approved by Tenant to review the

1 quarterly reports, financial records, operations and procedures of the business, not
2 to exceed one review per month to determine viability of Tenant as a participant
3 in TEC. If satisfactory progress is not made toward meeting goals, then Landlord
4 may terminate this lease as otherwise provided in this agreement.

5 C. Success or Failure of Tenant's Company: Tenant specifically recognizes and
6 acknowledges that the business venture to be undertaken by Tenant under this
7 Lease depends upon the ability of the Tenant to perform as an independent
8 business person, as well as other factors, such as market and economic conditions,
9 beyond the control of Landlord. Tenant acknowledges that success or failure of
10 Tenant's business enterprise will be dependent on the business acumen and
11 diligence of Tenant. Tenant agrees that success or failure of Tenant's business
12 will not depend on Landlord's performance under this Lease and/or any service
13 agreement, and Landlord makes no representations or warranties as to the success
14 of Tenant's business. Landlord will have no liability to Tenant for the success or
15 failure of Tenant's business including, but not limited to, any consequential or
16 incidental damages to Tenant or to any other party.

17 5. DEFAULT: Tenant shall be deemed in default under this Lease if Tenant fails to pay
18 within 10 days of the due date any rent or other additional charges provided for in this
19 lease; fails to observe or perform any other promise or obligation of this Lease within 10
20 days of notice to do so; abandons the premises; after notice from the Landlord, Tenant
21 fails to immediately cure any potentially hazardous conditions which Tenant has created,
22 or tenant fails to abide by rules of conduct and other tenancy guidelines published in the
23 TEC Tenant Handbook.

- 1 6. LANDLORD'S RIGHTS AND REMEDIES: If a Tenant defaults, Landlord shall be
2 entitled to immediately terminate this Lease and to recover from Tenant all unpaid rent
3 and additional charges or other payments due up to and including the date of termination
4 as well as any additional sums provided by law (including attorneys' fees and costs) for
5 which Tenant is liable or for which Tenant has agreed to pay Landlord. If Landlord
6 terminates this Lease, Landlord may re-enter the premises at Landlord's discretion.
7 Tenant agrees, following termination of the lease, to immediately surrender the premises
8 to Landlord and to deliver to Landlord all keys to the premises and to deliver to Landlord
9 any other property supplied by Landlord and not owned by Tenant.
- 10 7. ATTORNEY FEES AND COSTS: In the event Tenant defaults in the performance of
11 any of the terms, conditions, or covenants of this Lease Agreement, the Tenant agrees to
12 pay the Landlord's attorneys fees and all other costs and expenses of every type and
13 nature.
- 14 8. NO ASSIGNMENTS OR SUBLETTING: Tenant shall not assign or sublet this Lease in
15 whole or in part. Any attempted assignment or subletting shall automatically terminate
16 this lease and entitle Landlord to immediately take possession of the premises.
- 17 9. REPAIRS AND MAINTENANCE: Landlord agrees to repair and maintain the exterior
18 structure of the building and to repair and maintain the common areas, provided necessity
19 of such repairs or maintenance is not due to any action, omission, or negligence on the
20 part of Tenant. Tenant agrees to repair and maintain the interior of the premises in same
21 condition in which they were received, excepting normal wear and tear. Should Tenant
22 fail to make needed repairs required by this Lease within ten days of notice from

1 Landlord of the need to do so, Landlord may, at Landlord's option, make the necessary
2 repairs and Tenant shall be liable for the cost thereof.

3 10. INSPECTION BY LANDLORD: Landlord shall have the right to enter upon and inspect
4 the premises at all reasonable times for all reasonable purposes.

5 11. SURRENDER: Tenant shall surrender the premises immediately upon termination of
6 this Lease in good order and condition, excepting reasonable wear and tear, and return to
7 the Landlord all tangible personal property supplied by Landlord to Tenant other than
8 Tenant's own personal property.

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

14 13. FIRE AND/OR OTHER CASUALTY:

15 A. In the event that the premises are totally destroyed or so damaged by fire or other
16 casualty not occurring through fault or negligence of the Tenant or those
17 employed by or acting for the Tenant, that the same cannot be repaired or restored
18 within a reasonable length of time, as Landlord may determine, in the exercise of
19 its sole discretion, Landlord shall have the right to terminate this lease.

20 B. If the damage caused as above is only partial and such that the premises can be
21 restored to their former condition within a reasonable time, as Landlord may
22 determine, in the exercise of its sole discretion, Landlord may at its option, restore
23 the same with reasonable promptness, reserving the right to enter upon the

1 premises for that purpose. Landlord reserves the right to enter upon the premises
2 whenever necessary to repair damage caused by fire or other casualty to the
3 building of which the premises are a part, even through such entry may have the
4 effect of rendering the premises or some portion thereof temporarily untenable.
5 In either event, the rent shall be apportioned and suspended during the time that
6 Landlord is in possession, taking into account the proportion of the premises
7 rendered untenable and the duration of Landlord's possession. If a dispute
8 arises as to the amount of rent due under this clause, Tenant agrees to pay the full
9 amount claimed by Landlord, though Tenant shall retain the right to proceed by
10 law to recover any disputed base rental payment, if any.

11 C. Landlord shall not be liable for any damage, compensation or claim by reason of
12 inconvenience or annoyance arising from the necessity of repairing any portion of
13 the building, the interruption of the use of the premises, or the termination of this
14 Lease by reason of the destruction of the premises.

15 14. NO WAIVER OR BREACH: Any failure or neglect by Landlord to assert or enforce any
16 rights or remedies due from any rights or remedies from any breach or default by Tenant
17 shall not prejudice Landlord's rights or remedies with regard to any existing or
18 subsequent breaches or defaults.

19 15. BURDEN, BENEFIT, AND APPLICABLE LAW: This Lease shall be binding on and
20 inure to the benefit of the respective successors and assigns of the Landlord and any
21 successors of Tenant. This Lease shall be construed according to the laws of the State of
22 Florida. This Lease may be modified only in writing signed by the parties or their
23 respective successors in interest.

- 1 16. HAZARDOUS MATERIALS AND NOISE: This lease prohibits all use of hazardous
2 materials at this facility. Tenant must supply Lessor Material Safety Data Sheets for all
3 chemicals used by Tenant in their line of business. Tenant must comply with all OSHA
4 and EPA requirements. Noise levels created by Tenant's machinery must not exceed a
5 limit of 85 decibels.
- 6 17. TAXES: Tenant shall pay all taxes assessed against Lessee's operation, use of premises
7 or personal property on premises.
- 8 18. NON-DISCRIMINATION: Tenant will not discriminate against person upon the basis of
9 race, religion, color, marital status, sex, natural origin, sexual orientation, disability or
10 age, in either employment or with regard to services, as applicable, in accordance with
11 any federal, state and local laws.
- 12 19. RELATIONSHIP WITH LANDLORD: Tenant shall not use any trademark, service
13 mark, trade name or other indicia of the Landlord nor shall Tenant hold itself out as
14 having any business affiliation with the Landlord without having specific written
15 agreement from the City Manager of the City of Gainesville and upon direction of
16 Landlord shall issue public disclaimers to that effect.
- 17 20. NOTICE: All notices, demands or communications of any kind which may be required
18 or desired to be served, given or made by Landlord shall be sufficient if delivered in
19 person or sent through the United States mail, certified or registered, return receipt
20 requested, addressed to the parties as follows:
- 21 Landlord: City of Gainesville
22 City Manager, Station 6
23 P. O. Box 490

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Gainesville, FL 32601

Tenant: Address as it appears on page 1 of lease

unless and until either party, by like notice, changes the address to which subsequent notices shall be sent. Any notice given hereunder to Tenant shall be deemed delivered if it is properly addressed and is refused or rejected by the party to whom it is addressed.

21. ENTIRE AGREEMENT: This rental agreement contains the entire agreement of the parties hereto and no representatives, 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.

Executed this _____ day of _____, 200__.

TENANT:

LANDLORD:

BY: _____

BY: _____

WITNESSES:

WITNESSES:
