

UNIVERSITY OF FLORIDA
INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES

LEASE AGREEMENT

THIS AGREEMENT is made by and between the UNIVERSITY OF FLORIDA, for and on behalf of the Florida Board of Education, a public corporation of the State of Florida, for the benefit of the Institute of Food and Agricultural Sciences (“University”) and _____ hereinafter referred to as (“Lessee”).

WHEREAS, Lessee is in need of an Apartment (“Apartment”) or Detached House (“House”) to occupy as a residence; and

WHEREAS, University owns an “Apartment” or “House” (“Leased Premises”) on University property (“Property”) which is vacant; and

WHEREAS, Lessee is entering into this Agreement because it is in his or her best interests;

NOW, THEREFORE, based on the foregoing, the parties agree as follows:

Section 1. Rent.

1.01 University hereby grants Lessee the right to reside in the above-referenced Residence for the rental of \$200.00 per Month, payable in advance on the 1st day of each month this Agreement remains in effect.

1.02 A \$25.00 late charge shall be due and payable on any rental payment not received by the 5th day following the date payment is due under paragraph 1.01. This Agreement shall be in default if such rental payment is not received by Lessor by the 10th day following the date payment is due under paragraph 1.01.

1.03 Any and/or all payments shall be made to the University at the Center's Main Administrative Office, or such other place as University shall designate in writing.

Section 2. Residence.

2.01 University hereby grants Lessee the right to reside in the Leased Premises while this Agreement remains in effect.

Section 3. Property.

3.01 The University leases to Lessee, the Leased Premises located at:

GULF COAST RESEARCH AND EDUCATION CENTER - BALM
14625 CR 672
WIMAUMA, FL 33598

3.02 The Leased Premises are being leased with no furniture or appliances, other than the following:

1. BEDROOM FURNITURE
2. LIVING ROOM FURNITURE
3. DINING ROOM FURNITURE
4. KITCHEN APPLIANCES AND SUPPLIES
5. WASHER AND DRYER

Lessee acknowledges that all of the above-listed appliances or furniture are satisfactory and in good working order at the time of commencement of this Agreement.

Section 4. Leasehold Term.

4.01 University agrees to lease the Leased Premises to Lessee commencing on _____ and ending at midnight on _____.

Section 5. Use of Leased Premises.

5.01 Lessee shall use and occupy the Leased Premises, exclusively as a residence for himself or herself and for no other purposes except as may be permitted by University in writing.

Lessee shall notify University at least thirty (30) days in advance of any period of time that the Leased Premises shall be vacant in excess of twenty-four (24) hours. Lessee shall comply with all laws and ordinances affecting the use or occupancy of the Leased Premises and with rules and regulations now or hereafter prescribed by University for the safety, comfort and welfare of personnel of the University of Florida. This includes, but is not limited to the University's policy on the Federal Drug-Free Workplace Act requirements, which Lessee certifies has been provided to him or her by execution of this Agreement.

Section 6. Utilities.

6.01 University shall be responsible for the payment of and initial connection to all utilities, including but not limited to water, telephone (except long distance calls), electricity and sewer.

Section 7. Maintenance and Repairs.

7.01 Except as otherwise provided below, University shall make, at its expense, all necessary structural, exterior and interior repairs to the Leased Premises, including the electrical, water, gas, and sewer lines, but excluding those made necessary by act or neglect of Lessee, his or her family, agents, servants, or invitees. Except for damages caused by act or neglect of Lessee, his or her family, agents, servants or invitees, University shall be responsible for all maintenance, repair, and restoration of the Leased Premises including any air conditioning and/or heating systems which may be on the Leased Premises as of the date hereof. Lessee shall keep the interior of the Leased Premises in good and substantial condition. Lessee shall assist and cooperate with University in the care and maintenance of the Leased Premises, and shall report promptly to the Center Director of the Gulf Coast REC in Balm any breakage, damage, or need for repair of the Leased Premises, or facilities, and equipment therein. Neither Lessee nor his or her family, agents, servants, or invitees shall adjust, repair or tamper with any mechanical or gas fired equipment on Leased Premises.

7.02 Lessee agrees to be responsible for and to reimburse University for all expenses or costs arising as a result of any act or neglect of Lessee or his or her family, servants or invitees causing damage to the Property or Leased Premises within thirty (30) days of written notification of such expenses or costs by University. Such expenses or costs may include, but are not limited

to, those necessary to replace or repair any appliances, air conditioning and/or heating systems, or any interior or exterior repairs caused by neglect or abuse.

Section 8. Assignment.

8.01 Lessee shall not have the right to assign this Lease or sublet the Leased Premises or any part thereof.

Section 9. Alterations or Improvements.

9.01 Lessee shall make no alterations, changes, repairs, remodeling or repainting of the Leased Premises therein without prior written consent of University.

Section 10. Condition of Leased Premises.

10.01 Lessee agrees that he or she is familiar with the condition of the Property and Leased Premises and takes the Leased Premises “as is” and University makes no representations to Lessee now or in the future as to the condition of the Leased Premises. University acknowledges that acceptance of the Leased Premises by Lessee is not a waiver of University obligations stated herein for the remaining duration of this Agreement.

Section 11. Inspection.

11.01 Lessee shall permit University’s duly authorized agents, employees, or representatives to enter without notice, any part of the Leased Premises during reasonable hours for the purpose of making inspections, improvements, or repairs to any part of the Leased Premises.

Section 12. Business.

12.01 Lessee shall not pursue nor operate any type of business in or on the Property or Leased Premises.

Section 13. Guests.

13.01 Lessee is not permitted to have guests in the Leased Premises.

Section 14. Firearms.

14.01 Lessee shall not keep nor use any firearms within or adjacent to the Property or the Leased Premises or on any other University property unless Lessee is a duly sworn law enforcement officer under the laws of the State of Florida.

Section 15. Premises.

15.01 Lessee shall maintain the Property and Leased Premises in a neat and orderly condition.

Section 16. Default.

16.01 The failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as expressly provided herein, prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision which is alleged to give rise to the default. The defaulting party shall be entitled to fifteen (15) days to cure the default. In the event the default is not timely cured, this Agreement may be terminated immediately by written notice hand delivered or mailed to the defaulting party or, if the defaulting party is Lessee, firmly affixed to the door of the Leased Premises. Nothing in this paragraph shall be construed to affect or limit the University's absolute right to terminate this Agreement upon the giving of thirty (30) days notice as set forth in paragraph 16.01 of this Agreement. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of future default or noncompliance. If it is necessary for University to employ or use an attorney to enforce any of University's rights under this Agreement, Lessee agrees to pay a reasonable attorney's fee and court costs and further expenses of University attendant thereto, including appellate costs and fees.

Section 17. Termination.

17.01 University may terminate this Agreement at any time, for any reason, by giving not less than thirty (30) days advance written notice, delivered or mailed to Lessee at the Leased Premises or firmly affixed to the door of the Leased Premises and may require Lessee to vacate the Property and Leased Premises within thirty (30) days of giving or such notice. University may terminated this Agreement immediately if tenant materially fails to comply with Section

83.52, Florida Statutes, or if, in the opinion of the University's Vice President for Agriculture and Natural Resources, tenant's continued presence in the Leased Premises constitutes a threat to the health, safety or welfare of others or poses a risk of damage to University Property.

17.02 If University terminates occupancy and all rights of Lessee, under this section or any other paragraph in this Agreement, University shall have the right, without further demand or notice, or the institution of any legal proceedings whatsoever, to reenter and take possession of the Premises including Leased Premises. Lessee may terminate this Agreement at any time by giving thirty (30) days advance written notice to the Center Director of the Gulf Coast REC in Balm.

17.03 On the date the termination becomes effective, Lessee shall quietly and peaceably remove himself and his property from the Leased Premises and surrender possession thereof to University. The Leased Premises, equipment, and furnishings therein shall be left in good order and repair, reasonable wear and tear excepted. Lessee shall submit the Leased Premises for inspection and acceptance by the Center Director of the Gulf Coast REC in Balm, or his or her representatives, at least three (3) days prior to termination of occupancy. University shall have the right without further notice, to sell or otherwise dispose of any personal property abandoned on the Leased Premises by Lessee after the date the termination becomes effective or the date Lessee vacates the Leased Premises, whichever occurs first.

Section 18. Waiver.

18.01 Failure of University to take action with respect to breach of any term, covenants or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition, nor shall it be deemed consent by the University to, or waiver by University of, any subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement.

Section 19. Liability.

19.01 Lessee agrees to hold harmless, release, and indemnify University from any and all liabilities, including but not limited to those resulting from negligence of University, that may arise out of any accidents or injury to Lessee, his or her family, guests, agents, servants, or

invitees, on or off the Property or Leased Premises, whether or not engaged in the performance of this Agreement. To the extent desired by Lessee, Lessee shall provide his/her own insurance to cover property loss of Lessee or expenses or costs for liability to others resulting from person injury to or property loss of guests, invitees, agents, or servants of Lessee.

Section 20. Prior Agreement.

20.01 Lessee and University agree that this Agreement supersedes any prior Agreement as to the matters described herein.

Section 21. Extermination.

21.01 University shall provide extermination services for rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the Premises is required for such extermination, University shall not be liable for damages to Lessee's property or for providing replacement Premises for the Lessee.

Section 22. Trash.

22.01 Lessee shall deposit garbage, rubbish, and other waste in appropriate containers and shall place these containers in areas designated by Center Director of the Gulf Coast REC in Balm for appropriate pickup and removal.

Section 23. Availability of Funds.

23.01 The performance of University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully appropriated by the Legislature of the State of Florida for the purposes of this Agreement for the current and any future fiscal period.

Section 24. Severability.

24.01 If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but shall not invalidate the remaining provisions of this Agreement.

Section 25. Venue.

25.01 This Agreement, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. University and Lessee hereby agree that venue shall be in Hillsborough County.

Section 26. Captions.

26.01 The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

Section 27. Entire Agreement.

27.01 This Agreement constitutes the entire Agreement between the parties, and no addition, modification, or amendment hereto shall be effective unless in writing and executed by the parties hereto.

Section 28. Disclaimer.

28.01 This Agreement is not binding upon the State of Florida, Florida Board of Education, the University of Florida, or the Gulf Coast REC in Balm until it has been signed by the Senior Vice President for Agriculture and Natural Resources.

Section 29. Receipt.

29.01 Lessee hereby acknowledges receipt of a copy of this Agreement.

Section 30. Pets.

30.01 No pets shall be allowed on the Leased Premises without written prior approval for each such pet by the Center Director of the Gulf Coast REC in Balm. If such prior written approval is obtained and Lessee is permitted to have a pet on the Leased Premises, Lessee agrees to indemnify and hold harmless the University for any costs or expense to the University as a result of any damage or injury such pet shall cause to Lessee, his or her family, guests, agents, servants, invitees, or any other person whatsoever, whether on or off the Premises. Lessee further agrees to comply with all relevant state or local statutes, ordinances or regulations which

would govern as well as agreeing the pet shall not be allowed to roam at large and shall be under direct control of Lessee at all times.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, each of which shall be deemed a copy, with the original filed with the UF/IFAS Facilities Planning and Operations office.

WITNESSES:

LESSEE:

Date: _____

WITNESSES:

UNIVERSITY OF FLORIDA, for and on behalf of the Florida Board of Education (“University”)

By: _____
Kevin Heinicka, Director
IFAS Facilities Planning & Operations

Date: _____

