

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 12 day of June 2017, by and between R.H. CARTER and BEVERLY CARTER, whose address is 860 Rehwinkel Road, Crawfordville, Wakulla County Florida 32327, herein after referred to as Landlord, and BIG BEND JOBS AND EDUCATION COUNCIL, INC., whose address is 325 John Knox Road, Atrium Bldg. Suite 102, TALLAHASSEE, Florida, 32303, herein after referred to as Tenant;

WITNESETH:

That the Landlord, for and in consideration of the covenants, conditions, agreements, and stipulations o the part of the Tenants to be kept and performed as hereinafter set forth, does hereby demise and let unto said Tenant and Tenant does hereby take and lease from said Landlord, the premises situate, lying and being in the County of Wakulla and State of Florida, more particularly described as a building of approximately 4,200 square feet located at 3278 Crawfordville Highway, Crawfordville, Florida 32327.

TO HAVE AND TO HOLD the demised premises for a term of five (5) years and commencing on June 1, 2017 as more particularly set forth in paragraph #2 herein above ending five (5) years after the commencement date, subject always to further provisions of this instrument as follows:

1. RENT. Beginning on the commencement date, Tenant will pay Landlord as rent monthly installments of THREE THOUSAND, SIXTY TWO DOLLARS and 50/100 (\$3,062.50) for sixty (60) months.

Rent shall be paid to Landlord at 860 Rehwinkel Road, Crawfordville, Florida 32327, or at such other address as the Landlord may from time to time designate in writing to Tenant.

Upon termination of this agreement, Tenant will have the option to rent said premises with one, (5) five year renewal options at the same terms and conditions with rent being negotiated yearly.

From the funds in Specific Appropriations 2244 through 2310, no funds shall be used to pay for space being leased by the Department of Economic Opportunity or a Regional Workforce Board if it is determined that there is no longer a need for the leased space.

Availability of Funds – From the funds in Specific Appropriations 1984 through 2038, no federal or state funds shall be used to pay for space being leased by the regional workforce board, CareerSource Capital Region, or The Florida Department of Economic Opportunity, if it has been determined by whichever entity is the lessee that there is no longer a need for the leased space. All leases, and performance and obligation under the leases, are subject to and contingent upon an annual appropriation by the Florida Legislature. In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation or the entity which is the Tenant determines that the annual appropriation is insufficient to meet the requirements of the leases, then the Tenant has the right to terminate the lease

upon written notice by the Tenant to Landlord and the Tenant shall have no further obligations under the Lease contract.

2. **MAINTENANCE.** During the lease term, Tenants shall be responsible for general maintenance of the premises, including glass, fixtures and equipment and all other interior improvement. Tenant shall not commit waste upon the premises. Upon expiration of this lease, Tenant shall surrender premises to Landlord broom clean, and in as good condition as expected. Landlord shall maintain at its expense the exterior walls, the interior walls, ceilings, floor and roof. The Landlord shall also maintain electrical system, heating and cooling system, and plumbing repairs, except that repairs that are due to intentional breakage and abuse will be the responsibility of the Tenant. The Landlord shall provide janitorial services as specified in the attached Exhibit A.

3. **USE OF PREMISES.** Tenant may use the premises for the operation of a one-stop center for Big Bend Jobs and Educational Council for educational and other related One-Stop Center purposes. Tenant agrees to comply with all the laws, ordinances, statutes, rules, and regulations of the United States of America; the State of Florida; Wakulla County, City of Crawfordville; and any other government authority, in the use of the demised premises and will permit no action thereon which may render Landlord liable under any such law, ordinance, statute, rule or regulation, nor increase the Landlord's liability or causality insurance premiums. Landlord covenants and agrees that as the date of delivery of possession to Tenant, the premises shall be suitable for the use of contemplated herein; that premises will be in compliance with all applicable building, fire and safety codes and all City, County, and State laws.

4. **COMPLIANCE WITH INSURANCE AND LEGAL REQUIREMENT.** Tenant covenants and agrees to comply with the rules and regulations of the Board of Fire Underwriters, and the City, County, and State having jurisdiction over the leased premises, and with all applicable laws, ordinances, regulations, and legal requirements. Any non-compliance with applicable laws, ordinances, regulations and legal requirements caused or occasioned by the actions or inactions of the Tenant shall at Landlord's sole option, be grounds for termination of this lease and Tenant shall be sole responsible for any fine, damage and injury caused by such non-compliance. Provided, however, that any non-compliance with the applicable laws, ordinances, regulations and legal requirements caused or occasioned by the actions or inactions of the Tenant shall at Landlord's sole option, be grounds for termination of this lease and Tenant shall be solely responsible for any fine, damage and injury caused by such non-compliance.

5. **UTILITIES.** Tenant will furnish its own utilities during the term of this lease, including all charges made against the demised premises for water, gas, electricity, or other utilities during the term of this lease, as same shall be due and payable.

6. **LIABILITY OF TENANT.** Tenant assumes all risks arising out of any neglect, act or omission of Tenant, its agents, employees, guests, invitees or licensees and indemnify Landlord against any loss by reason of any claim or demand on account of injury of any person or persons or damage to any personal property arising out of or in connection with the use of such premises by tenant, its agents, employees, guests, invitees, or licensees.

7. **INSURANCE.**

A. Tenant will furnish at its own expense general and comprehensive public liability insurance on the premises in the minimum amount s provided in

Florida Statute 768.28. Such liability insurance described herein shall be effective through the entire term or holding hereof. Proof of such insurance shall be delivered to Landlord with in fifteen (15) days from the date of this lease.

B. Landlord agrees at all times, and at Landlord's expense to carry fire insurance coverage on contents in the building.

8. **LIENS.** Tenant shall keep the demised premises free from any liens arising out of any work performed, materials furnished or obligation incurred by Tenant

9. **END OF TERM CONDITION OF PREMISES.** At the expiration of the term of this lease or upon any lawful cancellation hereof, Tenant will peaceably yield possession to Landlord or its successors herein, broom clean the premises and return it in good repair, reasonable wear and tear expected.

10. **NOTICE.** Any notice required or permitted by law, or any provision of this lease, shall be in writing, and if the same is to be served may be personally delivered to the opposite party or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to R.H. Carter at 860 Rehwinkel Rd., Crawfordville, Florida 32327, in the case of the Landlord, and BIG BEND JOBS AND EDUCATIONAL COUNCIL, INC.325 John Knox Road Atrium Bldg. Suite102 Tallahassee, Florida 32303, in the case of the Tenant, or at such other addresses as the parties may designate in writing. The Tenant hereby expressly waives the 3-day notice requirement under Florida Statute Section 83.02 as now enacted or as may be hereinafter amended.

11. **SUBLEASE OR ASSIGNMENT.** The demised premises shall not be sublet in whole or in part without written prior consent of Landlord, nor may this lease be assigned by Tenant without such prior written consent. Should such sublease assignment occur without such written consent, Landlord shall have the power, right, and option of terminating and ending this lease immediately, and be entitled to immediate possession of said premises, and to take summary proceedings against Tenant or any person r persons in possession as Tenant. In any event, Tenant shall remain liable to Landlord for the performance of all covenants of this lease by the subtenant or assignee and shall guarantee the same unless released in writing by Landlord.

12. **RELATIONSHIP: LANDLORD AND TENANT.** The execution of this lease or the performance of any act pursuant to any provision hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent or of partnership or of joint venture and shall be that only of Landlord and Tenant.

13. **BINDING OF HEIRS, ETC.** This lease shall bind and insure to the benefit of the parties hereto and their respective heirs, personal representative, successors or assigns, and all the terms, provisions, covenants, and conditions, hereof shall run with the land.

14. **MEANING OF LANDLORD AND TENANT.** The words "Landlord" and "Tenant" as used in this lease shall also mean (in addition to Landlord and Tenant herein above mentioned), when not inhibited by the context, for the respective successors and assigns, and reference to a person shall include the plural and envision any individual, individuals, corporations, or other business entities.

15. CONDEMNATION AND CHANGED CONDITIONS. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by Tenant for the purposes of business, will not terminate this lease unless the parties agree to terminate the lease by written agreement. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of premises condemned and the lease of the remainder of the demised premises shall remain in tact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of the Tenant.

Tenant hereby assigns and transfers to Landlord any claim it may have to compensation for damage as a result of condemnation. However, Tenant may file with condemning agency for loss of business and leasehold improvements and retain any such award or settlement as long as such claim does not reduce any award to Landlord.

16. ENTRY ON PREMISES BY LANDLORD. Landlord reserves the right to enter on the premises at reasonable times to inspect them. The Landlord may enter the premises to show them to a prospective purchaser or lessees, provided such entry is arranged in advance at a mutually agreeable time with Tenant. Landlord may enter the premises at reasonable times to make such repairs, alterations, improvements, or additions as the landlord would deem necessary or desirable and as Tenant may request and Tenant shall permit Landlord to do so. Landlord may post relevant notices, and place moveable equipment and materials in connection with the making of any alterations, additions, or repairs, and the same shall not be deemed to be an eviction of the Tenant in whole or in part nor shall it be deemed to be a breach of the covenant of quiet enjoyment of the premises. Landlord agrees to make any such repairs, additions, or modifications in a reasonably diligent manner and so as to minimize any inconvenience to the Tenant.

17. SIGNS. Tenant shall not erect or place on the exterior of the premises any signs, or other advertising without the written consent of the Landlord, which consent shall be unreasonably withheld.

18. DEFAULT OF TENANT. A material breach of the covenants or terms of this Lease Agreement shall constitute a default on the part of the Tenant. In the event of a default by the Tenant, the Landlord, in addition to all of the rights and remedies granted under the Laws of the State of Florida, shall have any or all of the following rights:

- A. To re-enter and remove all persons and property from the demised premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty or trespass or being liable for any loss or damage which may be occasioned thereby. To terminate the lease and relet the premises for account of Landlord or, within the sole discretion of the Landlord, the premises may be relet for the account of the Tenant.
- B. In the event of a termination of the lease by the Landlord upon default by the Tenant, the entire balance of the rent shall become immediately due and payable.

- C. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or disposed for any cause, or in the event of Landlord obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants or conditions of this lease, or otherwise.

19. **WAIVER.** The waiver by the Landlord of any breach of any term, condition, or covenant of this lease shall not be deemed to be a waiver of such term, condition, or covenant, nor of any subsequent breach thereof. The consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render a necessary consent to or approval of any subsequent similar act. No re-entry by Landlord hereunder shall bar the recovery of rents or damages for the breach of any of the terms, conditions or covenants on the part of the Tenant. The receipt of rent after breach or condition broken, or delay on the part of the Landlord to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the rights of the Landlord to terminate this lease or to re-enter said lease premises or to relet the same.

20. **RECORDING LEASE.** This lease agreement shall not be recorded by either party.

21. **EXPENSE OF ENFORCEMENT - ATTORNEY'S FEES.** If an action shall be brought to recover any rental under this lease, for or on account of any breach of or to enforces or interpret any of the terms, covenants or conditions of this lease, or for the recovery of possession of premises, the prevailing party shall be entitled to recover all costs incurred including a reasonable attorney's fees including appellate costs and fees.

22. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated 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 public health unit.

23. **ENTIRE LEASE.** The parties covenant and agree that this instrument represents the entire lease and includes all the covenants and agreements between the parties hereto.

IN WITNESS WHEREOF, the Landlord and Tenant have caused these presents to be executed and their signatures to be affixed hereto as the day and year first above written.

Signed, sealed and delivered in the presence of:

Pat Phillips
PAT Phillips

R. H. Carter (SEAL)
R. H. CARTER

Pat Phillips
PAT Phillips

Beverly Carter (SEAL)
BEVERLY CARTER

BIG BEND JOBS AND EDUCATION
COUNCIL, INC.

Matthew Salera
Matthew Salera

BY: [Signature]
TITLE: CEO

**LEASE AGREEMENT
EXHIBIT A**

Janitorial services to be provided by landlord shall be as follows:

FLOORS

Daily: Carpeted areas – vacuum all common areas
Non-carpeted areas – dust and/or damp mop all common areas

Weekly: Carpeted areas – Vacuum all areas
Non-carpeted areas – mop all areas

Walls, interior doors, ledges

Daily: Spot clean as necessary

Weekly: Spot clean and dust all areas

Monthly: Vacuum all HVAC registers

Semi-annually: Clean all light fixtures

Windows and glass

Daily: Spot clean entrance and vicinity glass inside and out
Spot clean all internal glass

Monthly: Clean thoroughly all exterior glass on the inside
Clean thoroughly all interior glass on both sides

Semi-annually: Clean thoroughly all exterior glass on the outside

Furnishings

As needed but Dust tables, chairs, desks, credenzas, file cabinets,
bookcases, etc. least weekly

Monthly: Dust and/or vacuum all blinds, drapes and curtains

Trash and refuse

Daily: Empty all trash receptacles. Trash liners are to be used on all
receptacles and replaced as necessary

Rest rooms

Daily: To be maintained in a clean and sanitary condition on a daily basis. This includes floors, stall, partitions sinks, commodes, soap, and towel dispensers.
Replenish supplies of tissue, towels, and soap.
Clean and polish all mirrors.

Lounge and kitchen area

Daily: Clean and sanitize sinks and counter areas
Clean coffee pot(s)
Clean microwave, oven and refrigerator as applicable

Exterior

Daily: Sweep and/or blow outside area immediately adjacent to entrance
Keep parking lot free of trash

In addition to the above, Landlord shall:

- Shampoo all carpet in July of each year
- Paint all interior areas
- Replace all light bulbs
- Replace all HVAC filters
- Repair and maintain all plumbing/bathroom problems

Landlord is responsible for all supplies used in the janitorial activities listed above and shall maintain all paper supplies used within the premises.

Landlord shall provide the above daily services three (3) times a week consisting of (1) Tuesday, (2) Thursday and (3) either Saturday or Sunday. The weekly services shall be provided on either Saturday or Sunday.