

LEASE AND USE AGREEMENT

THIS LEASE AND USE AGREEMENT, is made and entered into in duplicate this 2nd day of August, 2016, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, hereinafter referred to as the Lessor, and The Suncoast Science Center, a 501(C)3 corporation under the laws of the State of Florida, hereinafter referred to as the Lessee.

W I T N E S S E T H:

That for and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Lessee to Lessor and for other valuable considerations, Lessor does hereby demise and lease unto Lessee and Lessee does hereby hire and let from Lessor that certain property depicted on Exhibit A hereto and commonly known as Building 28 at the Suncoast Technical College, situate in Sarasota County, Florida, hereinafter referred to as the Demised Premises.

1. TERM. The term of this Lease and Use Agreement shall commence on July 1, 2016 and terminate on June 30, 2021, unless otherwise terminated pursuant to the provisions of this Lease. Upon the written agreement of the parties, this Lease may be renewed for an additional five (5) year term commencing July 1, 2021 and terminating on June 30, 2026. Notwithstanding any other provision of this Lease, either party may terminate this Lease, without cause, during its original term or any renewal term, upon giving the other party sixty (60) days written notice.

2. RENT. In lieu of rent, the Suncoast Science Center will provide access to the Fabrication Lab in the Demised Premises to students from the Suncoast Technical College, Suncoast Polytechnical High School, and other students to be identified, and to staff members for professional development opportunities at times to be mutually agreed upon.

3. QUIET ENJOYMENT. Provided Lessee shall keep and perform all of the terms, covenants and conditions hereof, Lessee shall peaceably possess and quietly enjoy the Demised Premises without hindrance or interruption subject only to the terms hereof, reservations, restrictions and easements of record and applicable zoning and other governmental regulations.

4. USE OF PREMISES. Lessee shall use the Demised Premises solely for the purposes of a Fabrication Lab and educational components of the Suncoast Science Center and no other use shall

be made thereof without the prior express written consent of Lessor. Lessee has examined the Demised Premises and agrees that same is in good order and condition and agrees to accept same "as is." Lessee shall make no immoral, offensive or illegal use of the Demised Premises or do anything thereon deemed extra hazardous. Lessee shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the Demised Premises. Lessee shall not commit or suffer any strip or waste in or about the Demised Premises. During the term of this Lease, Lessor will not enter into a lease or other agreement for the use of the Demised Premises with any third party.

5. SECURITY. Keys for the Demised Premises will be issued by request through the Director of Safety and Security. The keys are designed to be part of the overall keying structure of the school campus and therefore locks and or keys may not be altered without written consent from the Director of Safety and Security. The Demised Premises are currently monitored by a central security system. With written prior approval of the School Board's Facilities Department, the Lessee may add any additional security it feels is needed but in any case the Lessee assumes all responsibility and liability for any damage to, or losses of equipment or other property.

6. MAINTENANCE AND UTILITIES. Lessee shall have sole responsibility for notifying the Lessor in a timely manner regarding all maintenance needed to maintain the Demised Premises in good condition. Lessor will perform all required maintenance on the Demised Property. Maintenance required as a result of use by the Lessee will be performed by the Lessor and billed to the Lessee at a rate of \$58 per hour for completion of such work.

The rate charged by Lessor will be adjusted annually based on its actual bargained labor rates (including benefits and cost of overhead expenses).

Notwithstanding the above, major maintenance of the building envelope of the Demised Premises, specifically complete exterior paint jobs and roof replacement, will remain the responsibility of the Lessor. Lessor further reserves the right to inspect the Demised Premises at any time upon reasonable notice and conduct any needed preventive maintenance and bill the Lessee for services at the same labor rate. Additionally, Lessee shall make no changes to the structure of the Demised Premises, interior or exterior, without the prior written approval of the School Board or the School Board's Construction Services Department. No changes of any kind will be made that are visible from the outside of the building without prior written approval of the School Board.

Lessee shall keep the Demised Premises in good order,

condition and repair and shall also keep the Demised Premises in a clean, sanitary and safe condition in accordance with law and in accordance with rules and regulations promulgated by Lessor from time to time in accordance with all directions rules and regulations of governmental agencies having jurisdiction. The plumbing facilities shall not be used for any other purposes than that for which they were constructed, and no foreign substances of any kind shall be disposed therein.

7. PARKING. Lessee may utilize the common parking areas adjacent to Building 28 on the campus of Suncoast Technical College on a non- exclusive basis.

8. INDEMNIFICATION. The parties hereby agree that the Lessee shall be responsible for and shall bear any and all liability for personal injuries or property damages arising from any cause, except negligence on the part of the Lessor, arising out of the maintenance and use of the Demised Premises during the term of this Lease. The Lessee shall maintain a general liability policy with a minimum policy limit of \$1,000,000 per occurrence in effect for the duration of the Lease, naming the School Board as an additional insured. Lessee further agrees to indemnify and hold harmless the Lessor from and against any and all liabilities, claims, demands, suits, causes of action, losses and expenses including attorney's fees, arising or growing out of the use and maintenance of the Demised Premises during the term of this Lease except to the extent that the cause was as a result of negligence on the part of the Lessor. Lessee shall pay the expense of Lessor's defense of any and all actions, suits or proceedings which may be brought against Lessor, or in which the Lessor may be impleaded or joined with others, and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against Lessee or Lessor in any such action or proceedings. Lessee's obligation under this paragraph is limited to \$1,000,000 per occurrence.

Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of Lessor or to affect, limit or reduce the protection afforded Lessor under the provisions of Section 768.28, Florida Statutes, or to protect Lessee from liability for any deliberate willful or malicious act of Lessee. Lessee's obligation to indemnify Lessor shall survive termination of this Lease.

9. DESTRUCTION OF PREMISES. In the event of the total destruction of the improvements on the Demised Premises by fire or otherwise, or such substantial partial destruction thereof as will cause the Demised Premises to be unfit for the aforesaid use, this Lease, at either party's sole option, shall terminate and the rights of all parties hereunder shall cease (except such rights and

liabilities as may have accrued to the time of such destruction).

10. DEFAULT. In the event Lessee fails to perform any of the covenants or obligations contained herein, or otherwise breaches this Lease Agreement, Lessor shall be entitled to pursue all available legal remedies. Any equipment, furniture, intellectual property and prototype designs belonging to Lessee and acquired during the term of this Lease shall remain Lessee's property in the event of a default.

The prevailing party in any action concerning this Agreement shall be entitled to recover its attorneys' fees and costs, including appellate attorneys' fees and costs. The sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida. The laws of Florida shall govern this Agreement.

11. WAIVER OF DEFAULT. No waiver of any breach of any of the terms, covenants and conditions hereof shall be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant or condition hereof.

12. CORRECTIONS OF DEFAULTS. If Lessee defaults in any of the terms, covenants and conditions hereof, Lessor may perform the same or procure the performance thereof without waiving or affecting the option to terminate the term hereof or waiving said default or waiving any rights hereunder, and all payment or payments or expenditures made by Lessor in so doing shall be charged to Lessee, shall become immediately due and payable and shall bear interest at the rate of 12% per annum from the date of disbursement by Lessor until paid by Lessee.

13. IDENTITY OF INTEREST. The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between Lessor and Lessee, the relationship of principal and agent or of a partnership or of a joint venture and the relationship between the parties hereto shall always be and remain that of Lessor and Lessee.

14. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned in whole or in part and no portion of the Demised Premises shall be sublet without the prior written consent of Lessor and any attempted assignment of this Lease or subletting of any of the Demised Premises without such written consent shall be void.

15. ACCESS TO PREMISES BY LESSOR. The Lessor or any of Lessor's agents shall have free access to the Demised Premises upon reasonable notice and all parts thereof at all reasonable times for the purpose of examining same.

16. NOTICES. Any notice given or required to be given in connection with this Lease shall be mailed postage prepaid to Lessor at 1960 Landings Boulevard, Sarasota, Florida 34231, attention: Superintendent, and to Lessee at 7350 S. Tamiami Trail #299, Sarasota, FL 34231 attention: Ping Faulhaber, Executive Director, or to such other address as either party may hereafter direct in writing.

17. PARAGRAPH TITLES. Paragraph titles used herein are solely for convenience and are not to be used in interpreting particular provisions hereof.

18. MISCELLANEOUS PROVISIONS AND DEFINITIONS. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their respective successors and assigns. The term "Lessee" and "Lessor" shall include all parties so designated herein, their respective successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease and all instruments or documents relating to same and all references herein shall be construed under Florida law.

19. RADON NOTIFICATION. 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 Public Health Unit.

IN WITNESS WHEREOF, the parties have caused this Lease and Purchase Agreement to be executed by their respective undersigned officials as of the date hereinabove set forth.

THE SUNCOAST SCIENCE CENTER

THE SCHOOL BOARD OF SARASOTA COUNTY,  
FLORIDA

BY: \_\_\_\_\_  
Ping Faulhaber,  
Executive Director

BY: \_\_\_\_\_  
Shirley Brown, Chair

Approved for Legal Content  
July 12, 2016, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH