

FLORIDA ATLANTIC UNIVERSITY

1. Incorporation by Reference. The Florida Atlantic University Board of Trustees ("FAU") and the undersigned party ("Landlord") hereby incorporate this Supplemental Addendum – Short Term Lease (the "Addendum") into the agreement of even date herewith between FAU and Landlord (the "Agreement").

2. Premises. Landlord represents that the Premises described in the Agreement may be used for any lawful purpose, and FAU represents that it shall not use the Premises for any unlawful purposes. To the extent applicable, FAU may set its own hours of operation subject to applicable municipal regulations. FAU shall not make any structural alterations to the Premises without receipt of Landlord's consent. Landlord warrants that if FAU adheres to the terms of the Agreement, FAU shall freely and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and other rights and privileges, without hindrance or interruption by Landlord or any other person(s). In the event FAU is disturbed, then, in addition to any other remedies, FAU shall be entitled to an equitable proration of the rent according to the duration of the disturbance.

3. Maintenance and Repair. Landlord, at Landlord's expense, shall maintain the Premises in good condition and repair throughout the Term. This shall include, but not be limited to, the requirement that Landlord maintain, repair, replace, and service, as necessary, all exterior and interior portions of the Premises, including, but not limited to, the roof, windows, floor slabs, exterior walls, gutters, HVAC, parking lot, driveways, sidewalks, carpeting, light fixtures, pest control, paint, and other elements. Landlord, upon reasonable prior written notice to FAU, may enter the Premises during regular business hours for the purposes of inspecting the same and making any repairs as it is required to make under the Agreement.

4. Utilities. Landlord shall provide and promptly pay for all utilities required by FAU for its use and operation of the Premises, including, but not limited to, gas, heat, water, sewer, power, internet, and electricity. In the event any utility is disrupted to such an extent that FAU cannot, in its reasonable discretion, operate for business for a period of more than twenty-four (24) hours, the rent payable under the Agreement shall abate during the remaining period of disruption.

5. Term. At the expiration of the Term, FAU will peaceably yield to Landlord the Premises in good order and condition, ordinary wear and tear, damage from casualty and condemnation excepted. If FAU fails to surrender the possession of the Premises at the expiration or termination of the Agreement, FAU shall pay, as holdover rent, an amount equal to the rent payable during the last month of the Term, prorated for each day that FAU fails to surrender possession of the Premises, and the Agreement shall thereafter continue on a month-to-month basis, terminable by either party upon thirty (30) days' notice.

6. Liability. Landlord shall carry property insurance on the Premises with Causes of Loss-Special Form coverage at full replacement value and commercial general liability insurance. Landlord's insurer shall be licensed to do business in the State of Florida and have a minimum A.M. Best's financial rating of A-/VII. Landlord shall provide FAU with the appropriate insurance certificates confirming the existence of all required insurance coverage. Landlord agrees to defend and indemnify FAU for losses that occur in the common area of the Premises owned/controlled by Landlord. Landlord hereby waives all rights to recover against FAU for any loss or damage arising from any cause that would be covered by the insurance required by the Agreement or actually carried by Landlord. Landlord will cause its insurer to issue appropriate waiver of subrogation rights endorsements and supply FAU with appropriate information from its insurer confirming such waiver to be in effect. Landlord will reimburse FAU, at replacement value, for damages to FAU's property as a result of Landlord's negligence. FAU is a self-insured entity with a general liability risk management program, including the administration of general liability claims, settlement of claims, a claims prevention program, and trust fund pursuant to Florida law. FAU shall keep in full force and effect and throughout the Term the aforementioned insurance program. Upon the request of Landlord, FAU will provide Landlord with proof of self-insurance.

7. FAU's Property. All equipment, inventory, trade fixtures, and other property owned by FAU and located in the Premises shall remain the personal property of FAU and shall be exempt from the claims of Landlord or any mortgagee or lienholder of Landlord without regard to the means by which they are installed or attached. Landlord specifically waives any statutory or common law landlord's lien and any and all rights granted under present or future laws to levy or distraint for rent against the aforesaid property of FAU on the Premises.

8. Termination & Breach. If FAU shall fail to perform pursuant to the Agreement and such failure shall continue for a period of thirty (30) days after the receipt of written notice thereof from Landlord to FAU, then Landlord lawfully may seek and enforce any lawful remedies to which it may be entitled. If Landlord fails to perform any of its obligations under the Agreement, within thirty (30) days after receipt of notice of such failure from FAU (except in the event of an emergency, in which case only reasonable notice is required), then FAU may, at FAU's option: (1) cure such violation on Landlord's behalf and offset the cost thereof against the rent; or (2) seek and enforce any other lawful remedies to which it may be entitled. FAU shall have the right to terminate the Agreement, without penalty, upon giving thirty (30) days prior written notice to Landlord for any reason, including in the event a State-owned building becomes available to FAU for occupancy during the Term for the purposes for which this space is being

leased., FAU shall not be liable for any early termination charges.

9. Payment. Landlord shall submit bills for compensation in detail sufficient for a pre-and post-audit. Invoices which have been returned because of preparation errors will result in delay in payment. If FAU does not issue payment within forty (40) days of receipt of an acceptable invoice and receipt, FAU may pay Landlord an interest penalty at the rate established pursuant to § 55.03(1), F.S. Should Landlord experience payment problems, it may contact the Vendor Ombudsman at (561) 297-3693. FAU's performance and obligation to pay is contingent upon the legislature's annual appropriation. FAU may require Landlord to accept payments via FAU's EFT/ACH payment process. FAU shall not make any deposits or prepay any amounts; any deposits are refundable. Landlord shall pay any federal, state or local sales or other taxes upon the rents payable hereunder, and shall pay all real estate taxes, public charges and assessments assessed or imposed upon the Premises. FAU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes

10. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Landlord represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Landlord is not authorized to bind FAU to any contracts or other obligations.

11. Compliance. Landlord represents and warrants that the Premises is in compliance with all laws, rules and regulations applicable thereto, including, but not limited to, environmental compliance, fire safety, life safety, and disabled access standards applicable to FAU owned or leased buildings. In addition, Landlord shall be responsible for causing the Premises to comply with all hereinafter enacted laws, rules, and regulations applicable thereto. Landlord represents and warrants to FAU that the Premises are free and clear of Hazardous Materials as defined by law.

12. Third Parties. FAU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

13. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Palm Beach County, Florida.

14. Public Records. FAU is subject to Chapter 119 of Florida Statutes, the Public Records Law. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law. FAU may unilaterally cancel the Agreement for Landlord's refusal to allow public access to public records related to the Agreement.

**IF LANDLORD HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO LANDLORD'S DUTY TO PROVIDE PUBLIC RECORDS, LANDLORD MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, publicrecords@fau.edu, DIVISION OF PUBLIC AFFAIRS, FLORIDA ATLANTIC UNIVERSITY, 777 GLADES ROAD, ADM, BOCA RATON, FL 33431.**

15. Indemnity. Nothing in the Agreement shall be construed as an indemnification of Landlord nor as FAU's waiver of sovereign immunity. FAU is entitled to the benefits of sovereign immunity.

16. Notices. All notices required to be given to FAU under the Agreement shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431-0991.

17. Assignment. Neither party may, without the advance written approval of the other party, assign any right or duties under the Agreement.

18. Entire Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum will govern. The Agreement and this Addendum embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between FAU and Landlord other than as set forth. Any renewals, amendments, alterations or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement.

19. Signatures. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind such party. The Agreement may be signed electronically and shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature shall be treated in all respects as having the same force and effect as an original signature.

**By signing below, Landlord's authorized representative agrees to incorporate this Addendum into the Agreement as of the date set forth below.**

LANDLORD:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_