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 use the Premises for any lawful purposes. To the extent applicable, FAU may set its own hours of operation subject to applicable municipal regulations that 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 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 purpose of inspecting the Premises prior to 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 the Premises for a period of more than twenty-four (24) hours, the rent payable under the Agreement shall not be deducted during the 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 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 at will by either party for 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- or higher. 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 during the period of possession of FAU, except in the event of an act or omission of FAU.

7. Term and Breach. If FAU fails to perform pursuant to the Agreement or in such a manner as to make the Premises unacceptable for the purposes for which it is being leased, FAU shall not be liable for any early termination charges.

8. 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 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 that 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.

9. 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 all liens and encumbrances.

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

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. 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.

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

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.

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. Signature. 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 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: __________________________

August 2020