

Board of County Commissioners P. O. Box 456
The lessor, Nassau County whose address is Fernandina Beach, Fla. 32034

_____ , for (itself , themselves , himself , herself) (its , theirs , his , hers)

heirs, executors, administrators, successors, and assigns, Leases to Nassau County ASC Committee (hereinafter called the County ASC Committee), the described premises on the terms stated herein including the General Provisions (on reverse side) which are a part of this lease.

I. LOCATION OF LEASED PREMISES

BUILDING NAME	STREET ADDRESS
County Building	3rd & Pecan St. Hilliard, Fla. 32046

II. SPACE AND COSTS DATA

SQUARE FEET			ANNUAL RENT	
OFFICE	STORAGE	TOTAL	RATE PER SQ. FT.	TOTAL AMOUNT
307	-----	307	\$ 1.37	\$420.00

III. TERM

TO HAVE AND TO HOLD		RENEWAL OPTION		
BEGINNING (Date)	THROUGH	YEAR PERIODS	BASED ON NO. DAYS NOTICE	THROUGH (Year)
Sept. 1, 1975	Aug. 31, 1976	1	30	1977

IV. RENTAL

The County ASC Committee shall pay the Lessor (in arrears) →	ANNUAL RENT OF	AT THE RATE OF	PER (Month, quarter, etc.)
	\$ 420.00	\$ 35.00	Month
Rents for a lesser period shall be prorated. Rent checks shall be made payable to →	<u>Board of County Commissioners of Nassau Co. Fla.</u>		

V. TERMINATION RIGHTS OF COUNTY ASC COMMITTEE

COC shall provide 30 days written notice of termination at anytime during lease term or any renewal.

VI. SERVICES AND UTILITIES - Check Box for Each Item to be Provided by Lessor as Part of Lease

<input checked="" type="checkbox"/> Heat	<input checked="" type="checkbox"/> Chilled Drinking Water	<input checked="" type="checkbox"/> Toilet Supplies
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Air conditioning	<input checked="" type="checkbox"/> Janitor Service and Supplies
<input type="checkbox"/> Power (Special equipment)	<input type="checkbox"/> Elevator	<input type="checkbox"/> Lamp Replacement
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Window Washing	<input type="checkbox"/> Other (Specify):

VII. OTHER PROVISIONS AGREED UPON

VIII. SIGNATURES

Arthur J. Davis 9/12/75 John F. Cunningham Jr. 9-12-75
WITNESS DATE LESSOR DATE
P. O. Box 428 Nassau County ASC Committee
3rd & Pecan St., Hilliard, Fla. 32046 ADDRESS

Justin C. Davis ATTEST By D. O. Ogleby, Ex-officio Clerk
County Committee

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY)

I, _____ certify that I am the Secretary/Assistant Secretary of said corporation named as Lessor in the attached lease; that _____ who signed said lease on behalf of the lessor, was then _____ of said corporation, that said lease was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

GENERAL PROVISIONS

1. Damage By Fire Or Other Casualty. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the County ASC Committee, the County ASC Committee may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

2. Alterations. The County ASC Committee shall have the right, during the existence of this lease, to ~~make alterations, attach fixtures, and erect additions, structures, or signs,~~ in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located), which fixtures, additions, or structures so placed in or upon or attached to the said premises, and any and all fixtures, additions, structures and signs placed by the County ASC Committee in or upon the aforesaid premises during any occupancy thereof under a former lease or rental agreement, shall be and remain the property of the County ASC Committee and may be removed therefrom by the County ASC Committee prior to the termination of this lease. The County ASC Committee, if required by the Lessor, shall, before the expiration of this lease, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the County ASC Committee has no control excepted, provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the County ASC Committee thirty days before the termination of the lease.

3. Covenant Against Contingent Fees. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the County ASC Committee shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Nondiscrimination - Facilities

- (a) As used in this section the term "facilities" includes stores, shops, restaurants, cafeterias, rest rooms and any other facilities of a public nature in the building in which the space covered by this lease is located.
- (b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.
- (c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance the County ASC Committee may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination the Lessor shall be liable for all excess costs of the County ASC Committee in acquiring substitute space, including but not limited to the cost of moving to such space.
- (d) The Lessor agrees to include, or to require the inclusion of, the foregoing provisions of this section (with the terms "Lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that he will take such action with respect to any such agreement as the contracting agency may direct as a means of enforcing this section, including but not limited to termination of the agreement or concession.

5. Maintenance of Premises. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and in tenantable condition, during the continuance of this lease, except in case of damage arising from the act or the negligence of ASC Committeemen or ASCS employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereof.

6. Sub-Lease Agreements. ~~The County ASC Committee may, if the Lessor agrees, sub-lease any part of the space covered by this lease.~~