

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this _____ day of _____, 2023 by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA** ("Lessor" or "Owner"), and **RENAISSANCE CHARTER SCHOOL, INC. a Florida not for profit corporation** ("Lessee"). Collectively, Lessor and Lessee shall be referred to as the "Parties," with each individually a "Party."

WHEREAS, Lessor is the owner of school property located at **450 South Old Corry Field Road, Pensacola, Escambia County, Florida** (the "Leased Premises"), upon which a middle school is located; and

WHEREAS, Lessor and Lessee wish to enter into this Lease Agreement whereby Lessee leases the Leased Premises from Lessor under the terms and conditions set forth herein.

REMOVE PORTABLES

NOW, THEREFORE, the Parties agree as follows:

1. **TERM:** The term of this Lease shall commence on July 1, 2023 ("Rent Commencement Date") for a term of thirty (30) years, and shall end on June 30, 2053.

2. **REMOVAL OF PORTABLES.** Prior to the Commencement Date of this Lease, Lessor shall remove all existing portable classrooms/structures from the Leased Premises.

3. **CONVEYANCE OF EXISTING FURNITURE, FIXTURES AND EQUIPMENT.** Upon the Commencement Date of this Lease, Lessor shall convey to Lessee all existing furniture, fixtures and equipment ("FF&E") which then exist on the Leased Premises, provided however that said FF&E will revert back to Lessee upon the expiration or termination of this Lease.

4. **RENT:** Lessee shall pay to Lessor an annual Rent in the amount of **One Dollar (\$1.00 per year) per year** for the term of this Lease, payable annually on the Rent Commencement Date.

5. **USE:** The Premises are to be used for the operation of educational facilities and for no other purpose, without prior written consent of Lessor.

6. ~~**ASSIGNMENT AND SUBLETTING:**~~ Lessee will have the right to sublet any portion of the Leased Premises upon written notice to Lessor.

7. **ADDITIONAL IMPROVEMENTS.** The parties acknowledge that during the Term of the Lease, the Lessee may develop, construct and operate additional facilities and improvements on the Leased Premises (the "Improvements") for the express purpose of operating the school and school related business on the Leased Premises pursuant to the Charter Agreement. If Lessee elects to construct Improvements, Lessee shall control and manage the construction process. The parties further acknowledge that Lessee may expend considerable funds for said

Improvements. If Lessee elects to construct Improvements, it shall provide written notice to Lessor and Lessor shall have the option of funding those Improvements as they are made. If it elects to do so, Lessor shall notify Lessee, within 60 days after receipt of Lessee's written notice, of Lessor's intention to Fund. If Lessor elects to fund the Improvements, all Improvements funded shall revert back to Lessor upon the expiration or termination of this Lease. If Lessor elects not to fund the Improvements as they are made, As such, in the event of an early termination of the Lease by the Lessor, or at the end of the Lease Term, Lessor agrees to pay the Lessee for those Improvements that Lessee funded the greater of the then outstanding debt on such Improvements or the current market value of the Improvements at the time of termination ("Improvements Value"), as set forth below:

- Lessor and Lessee shall each retain an Appraiser to determine the current market value of the Improvements. If the current market value of the Improvements as determined by the two Appraisers shall be identical, that amount shall be the sum paid by Lessor to Lessee for the Improvements Value.
- If the determinations of the two Appraisers shall differ not more than ten percent, the Improvements Value shall be based on the simple average of the two.
- In the event of any greater deviation between the two Appraisers' conclusions regarding the Improvements Value, the two Appraisers shall jointly appoint a Third Appraiser (who shall be unrelated to each of the original Appraisers) not later than fifteen (15) days after the issuance of the later of the two original Appraisers' reports. The Third Appraiser shall be provided with true and complete copies of each of the written reports issued by the original Appraisers, and shall be instructed to evaluate such reports and such other evidence as the Third Appraiser shall deem to be necessary or reasonably appropriate in connection therewith.
- Within thirty (30) days after its appointment, the Third Appraiser shall issue its written report to Lessor and Lessee containing its opinion as to the current market value of the Improvements. The Improvements Value shall be based on an average of the three appraisals. Lessor and Lessee shall each pay the costs and expenses of the Third Appraiser retained by it as provided above.

8. **LESSOR'S COOPERATION.** In the event Lessee constructs the Improvements as contemplated in paragraph 75 above, Lessor agrees to extend its full cooperation in facilitating the required paperwork, including building permit applications, site plan applications, and the like.

9. **MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the Premises are in good order and repair. Lessee shall, at its own expense, maintain the Premises in a good and safe condition, including general maintenance of the facility. However, Lessor shall be responsible for larger capital item repairs such as roof systems maintenance; major HVAC systems (Boilers, Chillers, etc.) maintenance; fire alarm and life safety systems maintenance; and

major plumbing and electrical systems maintenance and items as further set forth on the attached Exhibit "A".

The Premises will be surrendered, at termination or expiration of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all maintenance and repairs required during the Term. Lessee shall immediately repair, at Lessee's sole cost and expense, all damage to the Premises resulting from the acts or omissions of Lessee or anyone acting by, through, or under Lessee (each a "Lessee Party" and, collectively, "Lessee Parties"). Lessee will not be in default in the performance of its obligations under this section unless Lessee fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessor specifying in detail Lessee's failure to perform; *provided however*, that if the nature of Lessee's repair, maintenance or alteration obligation is such that more than thirty (30) days are required for performance, then Lessee will not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon any default by Lessee under this section, Lessor may exercise any of its rights provided at law or in equity. Nothing herein is intended to serve as a waiver of sovereign immunity by the Lessor nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Lease or any other contract. Lessor is subject to section 768.28, Florida Statutes, as may be amended from time to time. This section shall survive the expiration or termination of this Lease.

10. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises, except as expressly provided in this Lease. Lessee agrees to indemnify, defend, and hold Lessor harmless from any claims, damages, loss, cost, and/or expense arising out of Lessee's use of, or presence upon, the Premises, including, without limitation, all costs, expenses, and attorney fees for any claims or proceedings brought against Lessor, whether in law or in equity, related to this Lease, except for any claims, damages, loss, costs and/or expenses arising out of or from Lessor's gross negligence or willful misconduct.

11. **LESSEE'S INSURANCE:** The Lessee shall provide and require all of its subcontractors (if any) to provide and maintain in force, at all times during the term of this Lease, such insurance including, General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Umbrella/Excess Liability, Plate Glass, and Employer's Liability Insurance, as stated below or as reasonably required by Lessor from time to time. The minimum limits of liability applying exclusively to the Premises, exclusive of any amounts provided by an umbrella excess policy, shall be One Million Dollars (\$1,000,000) per occurrence.

- All policies of insurance required of Lessee hereunder shall (a) be primary coverage without right of contribution by any similar insurance that may be maintained by the Lessor, (b) be issued by companies authorized to do business in the State of Florida and reasonably acceptable to Lessor, (c) name Lessor as additional insured, shall contain waivers of subrogation against Lessor, (d) contain an endorsement prohibiting termination or modification without thirty (30) days' advance written notice to Lessor, and (e) upon

request of Lessor, cause Lessor's mortgagee to be added as an additional insured to the same extent as Lessor.

- In the event Lessee shall fail to procure insurance required under this Section and fail to maintain the same in full force and effect continuously during the term of this Lease, Lessor shall be entitled to procure the same from a third party vendor, and Lessee shall immediately reimburse Lessor, as additional rent, for such premium expense plus 10% to cover Lessor's administrative costs of procuring such insurance.
- Lessee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Policies of insurance, acceptable to the Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to the Lessor prior to Closing under the PSA and ten (10) days following each renewal date.

12. **UTILITIES:** Lessor agrees that it will be responsible for the payment of all utilities, including, without limitation, water, gas, electricity, heat and other services delivered to the Premises.

13. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the Premises at any time during the term of this Lease. If Lessee does abandon or vacate the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the Premises will be deemed to be abandoned, at the option of Lessor. Lessee will be deemed to have abandoned the Premises if Lessee ceases to conduct normal business operations for a period of 30 consecutive days, expressly excluding events of force majeure (defined below), school breaks and holidays, including, without limitation, summer break, winter break, and spring break, and any other events beyond Lessee's control.

14. **CONDEMNATION:** If any part of the Premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent, including all other costs and expenses contemplated herein, for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor, except that, without derogating the rights of Lessor under this Section 11, Lessee will be entitled to retain any amount awarded to it for trade fixtures or moving expenses.

15. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the Premises during the term from any cause (excluding any act or omission of Lessee or a Lessee Party, which shall be Lessee's responsibility to repair), Lessor will promptly repair the Premises, provided that such repairs can be reasonably made **within sixty (60) days**, and further provided that the Lessor receives adequate insurance proceeds to complete the repairs. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made based upon the extent to which the making

of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**. In the event Lessee or a Lessee party causes destruction of the Premises, wholly or partially, Lessee shall be responsible for repair, restoring, and rebuilding the Premises in a good faith and commercially diligent manner; this sentence shall survive the termination or expiration of this Lease.

16. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee’s business and are used in compliance with all laws, rules, and regulations. Hazardous substances means any hazardous waste, substances or toxic materials regulated under any environmental laws or regulations applicable to the Premises. Lessee will be responsible for the cost of removal and remediation of any toxic contamination caused by Lessee or a Lessee Party and for the cost to restore the Premises to the extent of any damage to the Premises resulting from such removal and/or remediation; this sentence shall survive the termination or expiration of this Lease.

17. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditor, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

18. **SECURITY:** A security deposit is waived.

19. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorneys' fees and costs.

20. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

21. **NOTICES:** Any notice which either party may or is required to give, will be given by either certified mail, return receipt requested, electronic mail (email), hand delivery, or by overnight mail, as follows:

As to Lessor: THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

With a Copy to: _____

As to Lessee: RENAISSANCE CHARTER SCHOOL, INC.

With a copy to: Levi Williams, Esq.

22. **SURRENDER:** On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by Lessor upon the Premises, Lessee shall quit and surrender the Premises to Lessor “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Lessor is required to repair or restore under this Lease, and Lessee shall remove all of the Lessee’s property therefrom except as otherwise expressly provided in this Lease.

~~21. **713 LIEN PROHIBITION:** Pursuant to Florida law, Lessee and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Lessee, shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate of Lessor in the Premises. If any such lien shall at any time be filed against the Premises, Lessee shall cause the same to be canceled and discharged of record within twenty (20) days from the date Lessee receives notice of the same, by bond or otherwise, and shall also defend on behalf of the Lessor, at Lessee’s sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens or orders and Lessee shall pay any damage and satisfactorily discharge any judgment entered thereon, and indemnify and hold Lessor harmless from any claim, attorneys’ fees or damages therefrom. If Lessee shall fail to discharge such lien within said period, then, in addition to any other right or remedy of Lessor resulting from Lessee’s default, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Lessee shall be liable to Lessor, as additional rent, for all amounts expended in removing and defending against such and that amount owed to Lessor shall bear interest at the maximum interest rate permitted by law until paid. THE LESSOR’S INTEREST IN THE PROPERTY SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE LESSEE. This provision shall survive the expiration or earlier termination of this Lease.~~

~~22. **PUBLIC RECORDS:** Lessee is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Lease.~~

23. **MISCELLANEOUS:**

- A. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Lease.
- B. This Lease constitutes the entire agreement between Lessor and Lessee. The terms and conditions set forth in this Lease supersede any and all previous agreements, promises, negotiations, or representations. Any other agreements, promises, negotiations, or representations not expressly set forth or incorporated into this Lease are of no force and effect. No modification, amendment or alteration of the

terms and conditions contained in this Lease shall be effective unless contained in a written document executed with the same formality as this Lease.

- C. This Lease shall be governed and interpreted by the laws of the State of Florida with venue in Escambia County.
- D. Pursuant to Florida Statutes 404.056(5), 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 department.
- E. With the exception of Lessee's obligation to pay make any payments of rent or other amounts required by the terms of this Lease, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lock-out, labor trouble, inability to procure materials or governmental approvals, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, epidemics or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder ("force majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- F. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Lease shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSOR
THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA

LESSEE
RENAISSANCE CHARTER SCHOOL,
INC., a Florida not for profit corporation

By: _____
Chairman

By: _____

Its: _____

By: _____
Superintendent

Date: _____

Date: _____

EXHIBIT A

MUTUAL MANAGEMENT PLAN FOR THE REASONABLE MAINTENANCE OF **THE LEASED PREMISES** _____ **PROPERTY** OWNED BY THE SCHOOL DISTRICT OF ESCAMBIA COUNTY AND OPERATED AS AN ALTERNATIVE SCHOOL BY **RENAISSANCE CHARTER SCHOOL, INC.** _____

In an effort to clearly delineate the maintenance responsibilities of both the School Board of Escambia County ("Lessor" or "Owner") and Renaissance Charter School, Inc. ("Lessee") the following mutual maintenance plan is proposed.

Lessor/Owner and Lessee Obligations:

The Florida Fire Prevention Code indicates that compliance with requirements for all Educational Occupancies (both public and private) are applicable to and include all facilities used for gatherings of six or more people for purposes of instruction through the twelfth grade, for four or more hours per day, or more than twelve hours per week.

As provided below, Lessor/Owner Landlord and Lessee shall take all necessary action and exercise due diligence in the daily maintenance and configuration of the school so as to fully comply with all requirements of law pertaining to educational facilities. Such requirements include but are not limited to:

- a. **Americans With Disabilities:** Lessor/Owner is responsible for all state civil rights requirements include the federal law, the Americans With Disabilities Act (ADA), which is incorporated by reference in [Section 553, Part II](#), 553.501 through 553.513, Florida Statutes, provided Lessee is responsible for causing any alterations, additions or improvements performed by Lessee to comply with such requirements. The of Community Affairs, Division of Building Codes and Standards, can provide a document with drawings and descriptions of the requirements of the federal and state laws on accessibility. The telephone number is (850) 487-1824.
- b. **Health Department Requirements:** Lessor/Owner is responsible for any local Health Department requirements include minimum standards for occupancy with respect to general health and sanitation such as: standards for food service, drinking water, and sewer/sanitary facilities.
- c. **Fire Safety:** Lessor/Owner is responsible for any inspections or non-routine repairs or replacement for compliance with local fire safety requirements, including fire marshal standards for initial occupancy and standards for annual fire safety inspections for compliance with The Florida Fire Prevention Code. Lessee is responsible for any routine repairs.
- d. **AHERA Compliance:** Lessor/ Owner is responsible for compliance with the Asbestos Hazard Emergency Response Act ([AHERA](#)), 40 CFR, Part 763, which requires public and nonprofit private schools (K-12) to have a certified consultant inspect facilities for asbestos, unless the architect of record for a structure will sign a letter certifying that no asbestos was used in the construction of the building. An asbestos management plan must be available in the principal's office of each school. This act also requires periodic inspections by individuals certified to perform that function.
- e. **RCRA Compliance:** Also applicable are the Resource Conservation and Recovery Act (RCRA) 40 CFR Part 240 et. seq. and the Florida Resource Recovery and Management Act, Sections 62-730 and 62-731. Federal and Florida laws authorize the EPA to regulate hazardous waste from generation to disposal. Schools constructed, remodeled, or renovated should review the material safety data sheets (MSDS) for every chemical product used in these and the maintenance activities at each facility to be sure that all unused and waste chemical products are properly labeled. Records

should be kept showing that RCRA requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.

- f. **Hazardous Material Disposal – Fluorescent Light Bulbs:** Chapter 62-737, FAC., regulates the disposal of mercury containing fluorescent light bulbs (tubes) by Lessee.
- g. **Radon Testing:** ~~Lessor/Owner-Lessee~~ shall be responsible for Florida Administrative Code, Section 10D-91.1303 - 1321, which requires radon testing in all schools, both public and private (except some portable units).
- h. **OSHA Compliance:** The Occupational Safety and Health Act ([OSHA](#)), 29 CFR, Parts 1910 and 1926, and the Florida Right-to-Know Act, Rule Chapter 381-30, FAC., worker protection, includes teachers and others who work in educational facilities and shall be Lessee's responsibility (unless otherwise covered herein or in the Lease).
- i. **Required Facility Inspections:** ~~Lessor/Owner-Lessee~~ will be responsible for providing or hiring companies to perform inspections as required, except as otherwise covered herein. All facilities, including leased facilities, must be inspected annually by a fire marshal or inspection specialist trained and certified at the State Fire College in Ocala. Correction of identified deficiencies is required with responsibility allocated as provided above. Fire sprinklers, fire alarms, fire extinguishers, and other safety equipment require annual operational inspection and testing which is provided by service companies licensed for these inspections as provided above. Other inspections may include: DOH (formerly HRS) to inspect kitchens and related spaces; and the Department of Labor and Employment Security to inspect for OSHA compliance.

School District Obligations:

6A-2.0010 Educational Facilities. State Board of Education requirements adopted pursuant to Chapter 120, Florida Statutes, to implement the State Uniform Building Code for Public Educational Facilities Construction in Chapter 1013, Florida Statutes, are contained in Section 423 of the Florida Building Code and the Department of Education publication State Requirements for Educational Facilities 2007, which is hereby incorporated by reference and made a part of this rule to become effective with the effective date of the amended rule. All educational and ancillary facilities constructed by a school board or community college board shall comply with all State Requirements for Educational Facilities 2007.

Educational Facilities. The State Requirements for Educational Facilities (SREF) is applicable to all public educational facilities and plants: pre-kindergarten (pre-K) through grade twelve (12), including conversion charter schools; area vocational educational schools; area vocational/technical centers; adult education; community colleges and universities; the Florida School for the Deaf and the Blind (FSDB), where referenced; ancillary plants; relocatables; factory-built structures, reconstructable facilities, modular buildings, and manufactured buildings; lease and lease-purchase; and new construction, remodeling, renovation, improvements, and site development projects. It shall be the responsibility of each school board, each community college board of trustees, and each university board of trustees to ensure that all facilities constructed from any fund source meet the standards set forth in SREF where applicable. **Notwithstanding the foregoing, Lessee may seek a waiver of same from the Florida Commissioner of Education as provided in Florida Statutes Section 1013.03 and Lessor agrees to cooperate with Lessee in obtaining such waiver.**

(1) Authority. The Office of Educational Facilities (hereinafter referred to as the Office) shall review, update, and revise SREF and make recommendations for any modification to the State Board of Education (SBE). SREF shall not be changed, amended, interpreted, or modified by any other individual, agency, or entity.

(2) Capital Outlay Funds. Financial criteria for capital outlay funds, including Public Education Capital Outlay (PECO) and Capital Outlay and Debt Service (CO&DS) funds, are administered under SREF.

(3) Scope of SREF requirements. SREF establishes the requirements for public educational facilities

under the Florida School Code and Chapter 1013, Florida Statutes, in particular. Boards must ensure that public educational facilities are in compliance with other applicable state and federal regulations, including but not limited to the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), Uniform Building Code (which consists of Section 423, FBC, and the FFPC), and the Asbestos Hazard Emergency Response Act (AHERA).

(4) Public educational facilities shall comply with the following rules, as applicable:

(a) **DOT-AASHTO.** For on-site transportation improvements including roads, sidewalks, bridges, and drainage structures, districts shall comply with the American Association of State Highway and Transportation Officials, "AASHTO LRFD Bridge Design Specifications (2006)" as modified by the Florida Department of Transportation (DOT) in "Structures Design Manual," January 2007 Revision, and DOT "Drainage Manual" Chapter 4, as required by the structure type and as incorporated by reference in Rule 14-15.002(2), FAC, which is hereby incorporated by reference.

(b) **OSHA.** Occupational Safety and Health Administration, U.S. Department of Labor, 29 CFR as revised July 1, 2005, for district employees.

Summary:

As set forth in the obligations sections of this agreement, both the School District and [Renaissance Charter School, Inc.](#) share facilities maintenance requirements. The facilities operated by the Lessee at the time of assumption has a C-1 classification thereby enabling the property to continue to operate, in this case, as an alternative school. Because the Lessee by virtue of a lease agreement assumes certain daily operational obligations it is the Owner's position that adherence to SREF is limited to that which would usually and customarily be required for the maintenance of a facility classified as C-3 surplus property. The Owner hereby commits to "reasonable" maintenance. As such reasonable maintenance shall be provided under the general understanding that the services shall be limited to the requirements necessary for the preservation of the building envelope and the continuity of basic operating systems.

Preservation of the building envelope and the continuity of basic operating systems shall include but not be limited to:

1. Roof systems maintenance
2. Major HVAC systems (Boilers, Chillers, etc.) maintenance
3. Fire Alarm and Life Safety systems maintenance
4. Major Plumbing and Electrical systems maintenance

The Lessee shall be responsible for the "routine" maintenance of all building systems. Determination of the distinction between routine and reasonable maintenance shall be at the discretion of the owner.

The routine maintenance of all building systems shall include but not be limited to:

1. Minor HVAC distribution component repair and replacement (ducts, air handlers, thermostats, etc.) resulting from regular use or damage due to negligence.
2. Minor Fire Alarm and Life Safety systems component repair resulting from regular use or damage due to negligence.
3. Minor Plumbing and Electrical systems component repair and replacement (outlets, circuit breakers, panels, light fixtures, lavatory fixtures, kitchen fixtures and equipment, etc.) resulting from regular use or damage due to negligence.
4. General grounds maintenance to include lawn and vegetation control and treatment, minor repairs to fencing, sidewalks, awnings and sidings, etc.

The Owner and Lessee shall review the requirements as set forth in this agreement annually. Edits shall be mutually agreed upon and through this agreement incorporated into the governing contract.

Date

Paul H. Fetsko, Board Chair
The School Board of Escambia County

Date

Attest:

Timothy A. Smith, Superintendent
The School District of Escambia County

Date