SUBLEASE

BY AND BETWEEN

THE UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

AND

____________________________________
(Housing Corporation)
THIS SUBLEASE ("Sublease") is made as of the ___ day of _____________, 20____, by and between The University of North Florida Board of Trustees, a public body corporate of the State of Florida ("Lessor") and ______________________________, a (general/social men/women's fraternity and/or sorority) housing corporation organized and existing under the laws of the State of Florida ("Lessee") affiliated with ________________.

RECATALS

1. Lessor is the owner of a certain building ("Building") located on certain real property located on the campus of The University of North Florida in Duval County, Florida as particularly described in the Sublease.

2. Lessor and Lessee execute this Sublease for the purpose of leasing a portion of the Building for the operation of a [general/social fraternity/sorority] facility to serve students of the University of North Florida.

In consideration of the mutual covenants in this Sublease and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

TERMS OF AGREEMENT

1. Representations and Warranties of Lessee. Lessee covenants, represents, and warrants that:

(a) Lessee is a duly organized, validly existing Florida corporation that has full right and power to execute, deliver, and perform this Sublease, and this Sublease does not and will not constitute a breach of or default under any contract, order, or judgment by which Lessee is bound;

(b) At all times during the term of this Sublease, Lessee will remain incorporated and in good standing with the State of Florida;

(c) No consent, approval, or authorization of any other party in any way connected to Lessee is necessary to effectuate the terms of this Sublease.

If any of the foregoing covenants, representations or warranties made in this Section 1 or made in this Sublease by Lessee is determined during the Term to be false and such falsity materially
diminishes Lessor’s rights under this Sublease, Lessor may, at its option, terminate this Sublease by written notice.

2. **Representations and Warranties of Lessor.** Lessor covenants, represents, and warrants that:

   (a) Pursuant to Section 7, Article IX of the Constitution of the State of Florida, Lessor administers The University of North Florida, which is a constituent member of the Florida state university system.

   (b) Lessee, on paying the rent herein reserved and performing the covenants and agreements of this Sublease, shall peaceably and quietly have, hold, and enjoy the Premises during the Term.

   If any of the foregoing covenants, representations or warranties made in this Section 2 or made in this Sublease by Lessor is determined during the Term to be false and such falsity materially diminishes the Lessee’s rights or enjoyment of the Premises, Lessee may, at its option, terminate this Sublease by written notice.

3. **Premises.** Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor, certain property located within the Building, more particularly described on Exhibit “A” hereto, together with fixtures, furnishings, and equipment placed by Lessor therein (collectively, the “Premises”), provided that such fixtures and equipment are part of the Premises to the extent that they do not serve other non-Premises areas within the Building. Lessor shall have direct access to the Building by established campus road.

4. **Security Deposit.** On or before the Commencement Date, as defined in this Sublease, Lessee will deposit with Lessor the sum of U. S. $20,000 (“Deposit”). The Deposit is security for Lessee’s performance of the Sublease and may be applied by Lessor to satisfy any outstanding indebtedness arising in connection with Lessee’s failure to perform under this Sublease, including, without limitation, for failure to maintain the Premises as required by this Sublease. Upon receipt of reasonable documentation of Lessor’s costs and expenses to cure Lessee’s failure to maintain the Premises (which costs and expenses may include the fair cost of labor of Lessor’s employees to the extent that Lessor’s employees perform such maintenance), Lessee shall promptly replace any funds
so applied, so that the Deposit shall remain at $20,000 at all times during the Term. The Deposit will not accrue interest and may be commingled with Lessor’s other funds. The Deposit, or any portion of the Deposit that has not been used by Lessor to cure any default or surrender the Premises in the condition required at the termination or expiration of the Term, shall promptly be returned to Lessee at the termination of the Sublease or expiration of the Term, as the case may be. Lessor may cancel this Sublease due to Lessee’s failure to pay the Deposit by the Commencement Date.

5. **Rent; Additional Rent.** Lessee will pay to Lessor the annual sum of $____________ as Base Rent for the Premises during the first Sublease Year. For the second Sublease Year and for each succeeding Sublease Year, Base Rent will increase by an amount equal to four percent (4%) of the Base Rent in payable in the prior Sublease Year.

   In addition to Base Rent, Lessee will pay to Lessor as Additional Rent an amount equal to the product obtained by multiplying the cost of a comparable bedsine in University Housing by the number of bedspaces in the Building that are unoccupied during the Spring semester or Fall semester of the University calendar.

   For purposes of this Sublease, the aggregate of Additional Rent and Base Rent constitutes Rent. Base Rent is payable in full on August 1 of each Sublease Year. Additional Rent is payable as accrued and determined, and will be billed on a periodic basis.

6. **Sublease Year; Term.** The term of the Sublease (“Term”) will commence on the earlier of: (a) ten (10) days following the date of final completion of the general/social fraternity/sorority house, as evidenced by a final certificate of occupancy, or (b) the date Lessee commences occupancy of the Premises (the “Commencement Date”). The term of the Sublease shall expire on the date that is exactly five (5) years following the Commencement Date. “Sublease Year” is one year of the Term commencing on the Commencement Date or on the annual anniversary of the Commencement Date, as the case may be.

7. **Term Extensions.** Lessor and Lessee may extend the Term, each extension to be for a period of five (5) years. Any Term extension may not be exercised unilaterally, but shall be granted only if both parties agree to the extension in writing, and any such extension shall be executed
at least one (1) year prior to the commencement of the extended Term. For purposes of this Sublease, “Term” refers to the initial five-year Term, and any extension thereof.

8. **AS-IS Condition.** Lessee accepts the Premises in its then current, "AS-IS" condition without any representation or warranty, except as expressly set forth in this Sublease. Lessor has provided Lessee with sufficient opportunity to make such independent factual, physical, and legal examinations and inquiries, at Lessee’s cost and expense, as Lessee desires, provided, however, that Lessor shall deliver the premises to Lessee clean, in good condition and repair, and in compliance with applicable statutes, regulations, and ordinances.

9. **Permitted Use.**

A. The Premises will be used solely as a general/social fraternity/sorority facility for members of the general/social fraternity/sorority, active and alumni, of the University of North Florida and will not be occupied by persons other than active members, except for the live-in facility director, hereinafter described, and except that guests of the members of the general/social fraternity/sorority may from time to time, and temporarily, be permitted to occupy the Premises and Building in accordance with the Fraternity and Sorority Housing Handbook ("FSHH"), attached as Exhibit “B.” Occupancy of the Building by members of the [fraternity/sorority] will not be less than eighty percent (80%) of capacity for a period exceeding two (2) calendar years at any time during the Term.

B. No illegal activities or activities violating Lessor’s rules, regulations, policies or the FSHH shall be conducted or permitted on the Premises. Lessee shall not occupy the Premises in such a manner as to constitute an annoyance or nuisance.

C. Neither Lessee nor its member, employee, invitee, or guest will perform any act on the Premises that will invalidate or be in conflict with the certificate of occupancy, or other equivalent document for the Premises or that will violate any zoning ordinance, rule or regulation now or hereafter existing, including any safety regulation or policy, of the University of North Florida or other governmental or quasi-governmental authorities with jurisdiction over the Premises (the “Requirements”).

D. The Premises shall at all times remain a part of the University of North Florida campus. All persons entering the Premises are subject to the FSHH and all applicable laws, regulations, and
policies of Lessor, existing and hereafter adopted or amended, including without limitation those pertaining to traffic, sanitation, police, uses of University facilities, freedoms of speech and assembly, alcohol use on campus, hazing, conduct of students (in accordance with Lessor's Code of Conduct), conduct of its employees and all governing rules and regulations of student organizations. Lessee must be a chapter in good standing with the Office of Fraternity and Sorority Life and the [fraternity's/sorority's] national executive office prior to executing this Sublease. Lessee must continuously maintain such chapter affiliations in good standing during the term of this Sublease.

E. Lessee will have a live-in adult facility director. The director will be an employee of Lessor, and Lessor shall select the director, with input from Lessee.

F. The number of occupants of the Building will not exceed the lesser of _____ or the maximum number permitted by local fire and safety regulations.

G. Lessee will not store, use, or maintain any “hazardous materials,” as defined generally by applicable federal or state environmental laws (“Hazardous Materials”), except to the extent permitted by such laws and not prohibited by the FSHH, Lessor's rules, regulations, or policies. Lessee will indemnify and hold harmless Lessor, Fee Owner (hereinafter defined), and the State of Florida from and against any loss, costs, damage, liability or expense (including attorney's fees) and disbursements arising by reason of any clean up, removal, remediation, detoxification action or any other activity required of Lessor by any governmental authority by reason of the presence in or about the Premises of any Hazardous Materials, occasioned by Lessee, its residents or invitees. The foregoing covenants and indemnity will survive the expiration or any termination of this Sublease.

H. If Lessee receives notice of any violation of, or defaults under, any Requirement, liens or other encumbrances applicable to the Premises, Lessee will give prompt notice to Lessor.

I. Lessee will continuously occupy the Premises for the Permitted Use, except for periods of time when the University of North Florida is not in session. Lessee's failure to continuously occupy the Premises shall be excused if such if failure is attributable to the effects of fire, flood or other damage, or other causes outside the reasonable control of Lessee, or attributable to Lessee’s repairs or improvements to the Premises permitted under this Sublease. Such excusal shall persist for so long as reasonably necessary to render the Premises tenantable. Failure of Lessee to continuously occupy the
Premises for the Permitted Use by reason of the Lessee’s failure to maintain its membership/chapter affiliation in good standing does not constitute a cause outside the reasonable control of Lessee.

10. **Mandatory or Permissive Application.**

In any provision in this Sublease in which the action or obligation of a party or a limitation affecting the Premises or Building is accompanied by the term “will,” “shall,” or “must,” the action, obligation, or limitation is deemed to be a requirement mandated by the Sublease, the failure of which constitutes a breach under the Sublease. In any provisions in this Sublease in which the action of a party or a limitation affecting the Premises or Building is accompanied by the term “may,” the action or limitation is not a requirement, but an act or limitation permitted by the Sublease.

11. **Maintenance; Repairs**

Lessor will keep in good condition and repair the Premises, including, without limitation, windows, plumbing, wiring, lighting, HVAC (heating, ventilation and air conditioning), mechanical equipment, and interior walls. Lessor will keep in good condition and repair the exterior, roof, walls, foundation, and structural members of the Building supporting the Premises. Lessee will permit Lessor or its agent on reasonable prior written notice (except in the case of health or safety emergency, when no notice shall be required) to enter the Premises for the purpose of making repairs or replacements.

Lessee will keep the Premises in clean and slightly condition, and Lessee will provide, at Lessee’s cost, custodial services for the Premises on a regular basis. Lessor with maintain the Building in compliance with all applicable statutes, regulations, and ordinances.

12. **Damage and Destruction.** In case of damage or destruction to the Building by fire, windstorm, flood or otherwise, Lessor may either repair or rebuild the Building, or terminate the Sublease and return to Lessee any sums paid by Lessee and unearned by Lessor. If Lessor elects to repair or rebuild, Rent shall abate until the Premises is delivered to Lessee for occupancy.

13. **Alterations.** Lessee shall make no alterations to the Premises without the prior written consent of Lessor, provided that Lessor will cooperate with Lessee to accommodate minor, interior, non-structural alterations of a kind common for first class fraternity/sorority housing facilities, so long as Lessee obtains approval from Lessor before making an alteration.

14. **Property Insurance.**
Lessor does not bear the risk of, and does not assume responsibility for insuring Lessee’s personal property in the Premises against loss or damage arising in connection with fire, windstorm, flood, or other natural peril that covered by a standard property insurance policy. If Lessee obtains personal property insurance, Lessee will obtain the insurance at Lessee’s cost.

15. Liability Insurance. Lessee will obtain and maintain during the Term comprehensive general liability insurance with an insurance company licensed and authorized to do business in the State of Florida in an amount of not less than $2,000,000 for injury or death to any one person, not less than $3,000,000 on account of injury or death arising out of any one occurrence, medical payments not less than $15,000, and personal property damage insurance of not less than $50,000 for each occurrence. The policy limits may be met by one insurance policy or a combination of two or more policies.

The insurance will name Lessor and the State of Florida as co-insureds by written endorsement and will insure Lessor and the State of Florida against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Premises arising from or in connection with the negligent act(s) of Lessee, its agents, employees, contractors, residents, guests and invitees of the Premises and any use or occupancy of the Premises by Lessee contrary to the valid laws, rules and regulations of governmental authority. A certificate of such insurance will be provided by Lessee to Lessor at the time of their execution of this Sublease, and annually thereafter. The certificate will provide that the insurance shall not be modified or canceled by the insurer until a 30-day advance written notice is given to Lessor. Throughout the Term, the amount of insurance required herein will be adjusted at Lessor’s election to reflect increased risks.

16. Indemnification. Lessee will indemnify and hold harmless Lessor, Fee Owner, and the State of Florida, their agents and employees, from any and all costs, losses, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney’s fees, that may arise from or be claimed against such parties or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage to whatever kind or character, arising from Lessee’s use and occupancy of the Premises and the Building, to the extent Lessee’s use of the Premises affects the Building, or arising from any neglect of fault of Lessee, its agents, employees, guests, and invitees, to
comply with all laws, statutes, rules and regulations of any governmental authority or the regulations of the University of North Florida, now or hereafter in force. If any action is brought against Lessor, the State of Florida, or their agents or employees as the result of any act or omission of Lessee or its agent, employee, guest or invitee, Lessee, upon request of Lessor, Fee Owner, or the State of Florida, will defend and will pay whatever judgments(s) may be rendered against Lessor or the State of Florida by a court of competent jurisdiction.

17. Compliance with Laws. Lessee will not make or allow any unlawful, improper, or offensive use of the Premises or the Building, or any use or occupancy of the Premises or Building that is contrary to the FSHH, the laws of the State of Florida, regulations of the University of North Florida, or laws or regulations of any other government authority that may now or hereafter be in effect. Lessee will comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments of division thereof and will comply with the directions of their public officers.

18. Right of Entry. Representatives of Lessor’s Physical Facilities, Environmental Health and Safety, Office of Fraternity and Sorority Life, and Housing, and the City of Jacksonville and State of Florida shall have the right, on reasonable prior written notice, to enter upon the Premises for the purpose of making inspections to determine whether Lessee is complying with the terms of this Sublease.

19. Assignment for Benefit of Creditors: Appointment of Receiver or Trustee. If at any time during the Term, (i) Lessee makes an assignment for the benefit of creditors, (ii) a receiver or trustee is appointed for Lessee, (iii) a voluntary or involuntary petition in bankruptcy is filed and not discharged within 60 days thereafter, (iv) Lessee is declared insolvent or is adjudged a bankrupt or files for an arrangement for reorganization under the bankruptcy laws, Lessee will be deemed in default under this Sublease.

20. No Liens. Lessee will not allow the Lessor’s leasehold interest to become subject to any lien, charge or encumbrance, and Lessee will indemnify Lessor against any such liens, charges or encumbrances.

21. Surrender of Premises upon Termination. Upon the termination of this Sublease, whether by expiration of the Term or earlier termination by virtue of Lessor’s exercise of its rights
hereunder, Lessee will peacefully surrender to Lessor possession of the Premises in as good condition and repair as the Premises were delivered to Lessee, excepting ordinary wear and tear. To the extent Lessor’s use impacts portions of the Building other than the Premises, the obligation to surrender in the condition set forth in the prior sentence shall apply to such other portions of the Building. Lessee will execute any and all documents that might be reasonably necessary or requested by Lessor in order to effect an assignment or acknowledgment of termination. If possession of the Premises is not surrendered to Lessor on the date of the expiration or earlier termination of this Sublease, then, unless Lessor has consented to Lessee’s holding over, Lessor is entitled to all remedies under Florida law and this Sublease, including, but not limited to, reasonable attorney’s fees and actual costs. Any personal property remaining in the Premises after the expiration or earlier termination of the term of this Sublease is deemed to be abandoned property at the option of Lessor. The preceding sentence of this Section shall survive the expiration or earlier termination of this Sublease.

22. **Eminent Domain.** If the Building or any portion of the Building exceeding five percent (5%) of the Building’s square footage is condemned by eminent domain for any public or quasi-public use or purpose (or acquired in lieu thereof), then this Sublease will terminate as of the date of title vesting in the condemning governmental body or other authority, provided, however, that Lessor shall provide reasonable prior written notice of such condemnation action to Lessee. Rent shall be paid up to that date, and Lessee shall have no claim against Lessor for the value of any unexpired Term.

23. **Assignment or Subletting.** Lessee may not assign this Sublease in whole or in part, or sublet all or any portion of the Premises, without the prior written consent of Lessor. Any attempted assignment or sublease by Lessee in violation of the terms and covenants of this Section shall be void ab initio. The consent by Lessor to any assignment or subletting will not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

24. **Default.** Any failure to keep or comply with any covenant, agreement, term or condition of this Sublease or the untruthfulness of any representation or warranty contained herein, constitutes a default under this Sublease. Lessee’s obligation to so keep and comply is a strict obligation hereunder. To the extent deemed practical in Lessor’s sole discretion, Lessee shall be
25. **Default Remedies.** Upon the occurrence of an event of default, but no earlier than thirty (30) days following expiration of any cure period described herein, the Lessor may terminate this Sublease and retake possession of the Premises. For a loss that is caused by Lessee or its agent, employee, guest, or invitee that is not reasonably susceptible to quantification, in the reasonable judgment of Lessor, Lessor shall not be obligated to return to Lessee any portion of the Rent or Deposit paid by Lessee under this Sublease. Such Rent and Deposit will be deemed liquidated damages for such loss. For a loss susceptible to quantification, Lessor may demand payment of an amount equal to such loss from Lessee and, upon Lessee’s failure to make such payment, Lessor may pursue its rights and remedies in the Circuit Court in and for Duval County, Florida.

This enumeration of remedies shall not be construed to prohibit Lessor from exercising any other remedy available to it at law or in equity.

26. **Legal Expenses.** In the event that it shall become necessary for a party (the “Non-Defaulting Party) to employ the services of an attorney to enforce any of its rights under this Sublease or to collect any sum due to it under this Sublease or to remedy the breach of any covenant of this Sublease by the other party (the “Defaulting Party”) to kept or performed, regardless of whether suit is brought, the Defaulting Party will pay to the Non-Defaulting Party the reasonable fees and actual costs of the Non-Defaulting Party’s attorney for such services. If suit is brought for the recovery of possession of the Premises, or for Rent or any other sum due Lessor under this Sublease, or because of the default of any Lessee’s covenants under this Sublease, Lessee will pay to Lessor all expenses of such suit any other appeal thereof, including a reasonable attorney’s fee.

27. **Non-waiver.** No waiver of any covenant or condition of this Sublease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Sublease. Any such waiver must be in writing and signed by the party granting the waiver. No act or omission of Lessor or its agents shall constitute an actual or constructive eviction, unless Lessor has first received written notice of Lessee’s claim and shas had a reasonable opportunity to remedy such claim.
28. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Sublease in which time of performance is a factor.

29. **Entire Agreement.** This Sublease and Exhibits attached hereto constitute all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, conditions or understandings, either oral or written, between them. Neither Lessor nor Lessor’s agents has made or shall be bound to any representations with respect to the Premises except as expressly set forth in this Sublease.

30. **Amendment.** This Sublease may be modified, amended, changed, waived, discharged or terminated only by written instrument executed by Lessor and Lessee.

31. **Non-discrimination.** Lessee will not discriminate against any individual because of that individual’s race, color, religion, sexual orientation, veteran status, national origin, disability or marital status with respect to any activity occurring within the Premises. Notwithstanding the foregoing, Lessee, as a general/social fraternity/sorority facility, may limit residency to its membership.

32. **Venue; Governing Law:** Any litigation arising from or in connection with this Sublease shall be initiated and maintained in the state courts of Duval County Florida. The laws of the State of Florida govern this Sublease.

33. **Sovereign Immunity.** The University of North Florida is a constituent member of the Florida state university system established under the Constitution of Florida administered by Lessor, a public body corporate. Nothing contained in this Agreement shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or Lessor beyond the waiver provided in § 768.28, Florida Statutes.

34. **Notices.** All notices given under the Sublease will be in writing and will be served by certified mail to the last address of the party to whom notices are to be given, as designated by such party in writing. Lessor and Lessee designate their address as follows:

   **To Lessor:**
   
   Vice President, Finance and Administration
   Building 1
   University of North Florida
   1 UNF Drive
   Jacksonville, Florida 32244
35. **Sales Tax.** Lessee is responsible for the payment of all sales tax calculated on the Rent and payments on this Sublease if and as required by § 212.031, Florida Statutes. Lessee will remit sales tax in addition to, and along with, the Rent set forth in this Sublease unless the Lessee provides written documentation verifying that the Department of Revenue has authorized Lessee to pay the required sales tax by direct payment to the Department of Revenue or that the Department of Revenue has issued Lessee an exemption for such sales tax payments.

36. **Estoppel Certificate.** Within a reasonable time, but no less than ten (10) business days, after Lessee’s written request, Lessor will execute and deliver to Lessee an estoppel certificate in a form reasonably acceptable to Lessor.

37. **Consent of Fee Owner.** If the Building is owned by an entity related to Lessor (“Fee Owner”) or by the State of Florida, this Sublease may be expressly conditioned upon the consent of the Fee Owner or State of Florida, as the case may be.

38. **Survival.** This Sublease contains specific provisions for the survival of terms following the end of the Term. The inclusion of such specific provisions is not intended to limit the survival of other terms that by their nature would ordinarily extend beyond termination, expiration, or cancellation of this Agreement.

39. **Exhibits.** The following Exhibits are attached hereto and are incorporated into this
Sublease:

Exhibit “A”: Description of Premises
Exhibit “B”: FSHH
IN WITNESS WHEREOF, the parties have caused this Sublease to be executed in two (2) counterparts, each of which shall be deemed an original as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

LESSOR:

The University of North Florida
Board of Trustees

Print Name: ________________________________
By: ________________________________
Name: ________________________________
Its: ________________________________

LESSEE:

Print Name: ________________________________
By: ________________________________
Name: ________________________________
Its: ________________________________

Print Name: ________________________________
EXHIBIT “A”

DESCRIPTION OF PREMISES

Portions the Building described as or dedicated to the following uses: foyer, kitchen, chapter/multipurpose room, living room, guest bathrooms, hallways, storage areas, study rooms, laundry room, patios, and outdoor recreation areas immediately adjacent and connected to the Building.
EXHIBIT “B”

FRATERNITY AND SORORITY HOUSING HANDBOOK