

LEASE SUMMARY

IMPORTANT - If this is a request for drafting or reviewing an agreement requiring payment through the University Purchasing Office, please direct your request to: University Purchasing, 102 Elmore Hall, PO Box 115250, Gainesville FL 32611, Phone: 352-392-1331, Fax Number 352-392-8837.

IMPORTANT NOTICE TO COLLEGE OF MEDICINE -- Please note that pursuant to a directive from the Dean's Office, the Contracts & Related Services Office will submit for review and approval all incoming contract requests containing a clinical component to the Senior Associate Dean and Chief Executive Officer of the Faculty Group Practice, Jane T. Schumaker.

The VPHA Contracts Office appreciates your assistance in providing the following detailed information for purposes of drafting the proposed real property lease. If you have questions, please call (352) 273-7007

Facility Space will be Used For: _____ Total Square Footage: _____

<u>Date of Lease:</u>	_____, 200__ -
<u>Premises / Property Address:</u>	_____ _____ _____
<u>Lessor's Name and Address:</u>	_____ _____ _____ [Address for Rent payment, if different] _____ _____ Lessor's Taxpayer ID No. _____
<u>Lessee's Name and Address:</u>	Florida Clinical Practice Association, Inc. William W. Tharp, C.P.A. Executive Vice President P.O. Box 100205 Gainesville, FL 32610-0205 With Copy To: (Dept. Chair) _____ _____ _____
<u>Term:</u> Initial Term:	_____ (____) years after the Commencement Date.
Commencement Date:	

	_____ (Section 2.1)
Renewal Options:	_____ (____) consecutive periods of _____ (____) years each
Renewal Notice Date:	_____ Select: 30, 60 or 90 days prior to end of Initial Term
Alterations: (decide \$ amount)	Lessee shall not make, and shall direct University to not make, any changes, alterations or improvements to the Premises that are structural or cost more than \$10,000.00 without Lessor's prior consent.
<u>Leasehold Improvements:</u> (if applicable)	See Section 1.2 (excerpted below) See Exhibit C (please attach detailed description)
<u>Build-Out Allowance:</u> (if applicable)	\$_____. (Payable in accordance with Exhibit D- please provide and attach.)
<u>Rent:</u> Minimum Rent: <u>Year</u>	<u>Per Month</u> <u>Per Year</u> <u>Per Square Foot</u>
Initial Term:	
Renewal Term:	
<u>Rent Due Date:</u>	First (1 st) of the month.
<u>Security Deposit:</u>	None.
<u>Permitted Use:</u>	_____, general medical offices, clinical laboratory, including all incidental, related, and necessary elements and functions which may be necessary or desirable to render a complete program of treatment to patients of University, and such other purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other lessees in the Building.
<u>Exclusive Use:</u>	Lessor shall not sell, rent or permit any property owned, leased or controlled by Lessor within the building or project in which the Premises are located to be used by a business that derives more than ten percent (10%) of its revenues from [Insert permitted use _____] , nor shall Lessor display or permit to be displayed upon any such property within said area any advertisement for any such business other than Lessee's. Lessor further covenants that in any lease, deed or other agreement hereafter executed by Lessor affecting any property owned, leased or controlled by Lessor within such area, Lessor will insert a restrictive clause preventing such property from being used for any purposes herein prohibited.
<u>Subletting and Assignment</u>	See Section 13.1
<u>Permitted Hours of Operation:</u>	7:00 a.m. to 7 p.m., Monday through Friday
<u>Holdover Tenancy:</u>	See Section 19.5

<u>Utilities:</u>	See Section 5.1
<u>Lessee's Insurance:</u>	
CGL Insurance Other Required	\$1,000,000 in the aggregate. See Section 10.1
<u>Maintenance:</u>	
Lessee Lessor	See 8.1 See 8.2
<u>Brokers:</u>	Lessor's Broker: Lessee's Broker:
<u>Parking Spaces:</u>	Lessee shall be entitled to _____ reserved parking spaces.
Section 1.2 Leashold Improvements	In the event improvements to the Premises will be made to ready them for occupancy, a description of the improvements is set forth on <u>Exhibit B</u> , attached hereto and incorporated herein by reference. If Lessor is providing a build-out allowance to Lessee, the amount is set forth in the Lease Summary and the build-out allowance will be payable in accordance with <u>Exhibit C</u> , attached hereto and incorporated herein by reference.
Section 2.1 Initial Term	The initial term of this Lease shall be as set forth in the Lease Summary. If no improvements to the Premises are necessary to ready the Premises for occupancy, then the "Commencement Date" shall be the date set forth in the Lease Summary. In the event it is necessary to make improvements to the Premises to ready them for occupancy by University, then the Commencement Date shall be the earlier of (i) the date the improvements are completed and a certificate of occupancy has been issued for the Premises, (ii) in the event University is performing the improvements, the date which is _____ days after the Premises are made available or (iii) the date agreed by Lessor and Lessee. Once known, the parties shall execute a document acknowledging the Commencement Date.
Section 5.1 Utilities	Lessee shall pay all charges for water, sewer, electricity, gas, telephone and other utilities supplied to the Premises. Lessee shall pay for its own utility charges directly to the provider of the services. If any such utilities are not separately metered because the Premises are part of a multi-tenant project, Lessee will pay to Lessor its proportionate share (rentable square footage of the Premises divided by the total rental square footage of the building or project) of such charges. Lessor shall make all utilities, including but not limited to heating, ventilation and air-conditioning ("HVAC") service available to the Premises during the hours set forth in the Lease Summary. In the event any utility is disrupted through no fault of Lessee's to such an extent that Lessee cannot, in its reasonable discretion, operate for business for a period of more than forty eight (48) hours, the minimum Rent payable under this Lease shall abate during the remaining period of disruption.

Section 8.1 Lessee's Responsibilities	Lessee shall keep the interior, non-structural portions of the Premises, all HVAC systems installed by Lessee or University, and the non-structural elements of all doors and entrances, in good clean order, condition and repair, and shall deliver same to Lessor at the termination of this Lease in good order and condition, ordinary wear and tear excepted.
Section 8.2 Lessor's Responsibilities	At Lessor's expense, Lessor shall maintain, repair and replace as necessary, all other portions of the Premises, that are not Lessee's responsibility under Section 8.01, including but not limited to the roof (specifically, keeping the roof free of leaks), foundations, floor slabs, columns, exterior walls, imbedded utility lines, gutters, downspouts and subfloors, HVAC (except for HVAC installed by Lessee or University), parking lot, driveways, sidewalks, landscaping, and all other exterior and structural elements, so as to keep the same in good order and repair throughout the term of this Lease, ordinary wear and tear excepted. All repairs, replacements and restorations made by Lessor shall be equal or better in quality and class to the originals thereof and shall be completed in compliance with applicable law. Lessor shall expeditiously commence and complete any repairs or replacements required by the terms of this Lease. If Lessor fails to make the repairs or replacements (a) in an emergency promptly after notice, or (b) otherwise fails to make the repairs or replacements within thirty (30) days after notice, or (c) in the event that such repair or replacement is of such a nature as cannot with diligent effort be completed within thirty (30) days, Lessor fails to commence to cure within thirty (30) days or fails to diligently prosecute remedial efforts to completion within a reasonable time thereafter, then Lessee may, at its option, make the repairs or replacements and the cost of such repairs or replacements shall be charged to Lessor. If Lessor should fail to pay any sums owed for Lessee's repair activities within ten (10) days of Lessee submitting an invoice for same, Lessee may immediately begin offsetting such sums against Lessee's obligation to pay rent under this Lease.

Section 10.1 Lessee's Insurance	Throughout the Term, and so long as Lessee or University remains in possession of the Premises, Lessee shall carry commercial general liability insurance covering the Premises and the business operated by Lessee or University in the Premises with a combined single limit of the amount set forth in the Lease Summary. Lessee shall furnish Lessor a certificate of insurance evidencing such coverage and naming Lessor as an additional insured therein prior to occupying the Premises.
Section 13.1 Assignment and Subletting	<p>(a) Lessee shall not assign this Lease nor sublet, except to University, all or any part of the Premises without the prior written consent of Lessor. For the purposes of this section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer of any right to possession or use of the Premises shall be deemed an assignment or subletting.</p> <p>(b) Consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.</p> <p>(c) If the Premises are occupied by anyone other than Lessee or University, whether as assignee, sublessee, concessionaire or otherwise, Lessor may collect rent from such occupant, and apply the amount collected to the Minimum Rent reserved under this Lease and acceptance of such rent shall not be deemed a consent to any such occupancy or any such other party.</p> <p>(d) Any consent by Lessor to any assignment of this Lease may be conditioned upon the assignee assuming the full and faithful performance of all the terms and conditions of this Lease and upon the continued liability of Lessee under all the terms hereof. Any consent by Lessor to any subletting shall be conditioned upon the express agreement by the sublessee to be bound by the terms, covenants and conditions and restrictions of this Lease applicable to Lessee.</p>
Section 19.5 Holding Over	Any holding over after the expiration of the Term with the consent of Lessor shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease. If Lessee holds over without Lessor's consent, such tenancy shall be construed as a tenancy at sufferance and Lessee shall pay as holdover rent an amount equal to _____ percent (____%) of the prorated Minimum Rent for each day that Lessee fails to surrender possession of the Premises to Lessor.

Submission of a completed contract request form can be accomplished in a number of ways. You may send the form electronically as an attachment to the office e-mail address at VPHA-contracts@hsc.ufl.edu; you may call us at 273-7007 for pick-up of the completed form by our courier; or you may route the completed form by personal delivery to Room 4206 in the Orthopaedics and Sports Medicine Institute, 3450 Hull road. If necessary, you may also contact our office manager, Mary Fenton, at 273-7007, to schedule a meeting with a member of our professional staff to discuss different options of a proposed contractual arrangement.

Last updated 08/21/07 AAH