

# COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 27th day of September, 2011, by and between Space Coast Credit Union, a State Chartered Credit Union, ("Landlord"), and THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, ("Tenant").

## WITNESSETH:

### 1. Demise and Description

Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the terms and conditions and for the purposes set forth herein, the following described property:

All of the second floor area located at 20 S. Wickham Road, Melbourne, Florida, consisting of approximately 10,411 square feet, together with a non-exclusive easement to use the common building areas including, sidewalks, driveways, elevators, stairwells, and east entrance vestibule, (the "Premises" or "Leased Space").

### 2. Term

(a) **Duration and Commencement:** This lease shall be for a term of one (1) month (the "Term"), with automatic extensions of one (1) month unless terminated pursuant to the provisions hereinafter set forth. The Term shall commence on the October 1, 2011, (the "Commencement Date") and shall expire at 5:00 p.m. on October 31, 2012, (the "Expiration Date"). Automatic extensions shall commence on the 1st day of each month and shall expire at 5:00 p.m. on the last day of each month.

(b) **Delivery of Premises:** Tenant has inspected the Premises and accepts same in its present condition.

### 3. Rents

In lieu of a monetary rent at a current market value of approximately \$160,000 annually, Tenant agrees to provide the following benefits to Landlord:

- The facility should be named to include the words "Space Coast Credit Union," and the full name should be used in all references to the facility.

- **SCCU will be considered a site sponsor of any sessions or events held at the facility, and informational materials provided by SCCU will be distributed to participants, including sessions and events that have other sponsors. In addition, placement of SCCU informational materials will be allowed in selected areas of the training facility, such as the lobby, elevator, and hallways.**
- **Space Coast Credit Union's broker-dealer, CUSO Financial Services LLP (CFS), will remain on the District's list of approved 403(b) vendors. This status will be communicated to existing employees, and provided to any new employees going forward.**
- **SCCU to receive an electronic directory of Tenant employees twice annually at no charge for SCCU's marketing purposes.**
- **Senior District staff will provide information to SCCU about event participation and sponsorship opportunities, such as Teacher of the Year, Employee of the Year, benefits and recruiting fairs, area awards, etc. SCCU will receive a 25% discount on stated sponsorship rates, for events where such rates are charged. SCCU will receive exposure and/or recognition equal to the non-discounted sponsorship level.**
- **SCCU will work separately with the Brevard Schools Foundation to administer the Education Donation Program through the Brevard Schools Foundation. The Foundation's acceptance of the program must occur prior to the Tenant's occupation of the space.**

#### **4. Use of Premises**

**Tenant shall have the right to use the Premises for the operation of training rooms and offices, and for no other purpose without the written consent of the Landlord. Tenant shall comply with all laws and ordinances relating to the improvements, maintenance, use and occupancy of the Leased Space. Tenant shall not commit any illegal act in the Premises nor do anything to the Premises which shall create an environmental nuisance or which shall cause a cancellation of any of Landlord's insurance on the Building.**

#### **5. Condition and Maintenance of Premises**

**(a) Maintenance and Repairs: Subject to Landlord's obligations hereinafter described, Tenant shall maintain the Premises in good repair and tenantable condition, normal wear and tear excepted. In furtherance of the foregoing obligation, Tenant shall at all times during the Term of this Lease perform ordinary minor repairs in the Leased Premises, including the improvements and fixtures located therein. Tenant shall not be responsible for repairs and replacements in the Premises to the extent such items are covered under any warranty or insurance policy maintained by**

Landlord pursuant to the terms of this Lease. As referred to herein, minor repairs shall include, but not be limited to, changing burned out light bulbs or florescent tubes. Tenant shall be solely responsible for repairing any and all damage which is caused by abuse or misuse of the Premises by the Tenant, Tenant's employees, agents or representatives. Any maintenance or repair which Tenant or Landlord is obligated to perform or make shall be commenced as soon as possible, except in the case of emergency repairs requiring immediate response, in which case the party responsible shall use its best efforts to provide immediate service and diligently pursue to completion.

(b) **Right of Inspection:** Upon reasonable notice, Tenant shall permit Landlord or its agent to enter into and upon the Premises during normal business hours for the following purposes: (i) for the purpose of inspecting and maintaining the same; (ii) for the purpose of making repairs to the Premises; and (iii) within the final ninety (90) days of the Term, to show the Premises to prospective purchasers, tenants or lenders. Landlord shall coordinate such entry with Tenant so as to minimize disruption to Tenant's business activities on the Premises. In case of emergency, Landlord or its agents may enter into the premises at any time.

(c) **Tenant's Surrender:** On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in as good condition as when received, normal wear and tear excepted. prior to the expiration or earlier termination of this Lease, Tenant shall have the right to remove any trade fixtures and equipment and furnishings in the Premises, including without limitation, all furniture, phone systems, switching gear and computer equipment upon the termination of this Lease, and Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings, equipment or other improvements..

## **6. Alteration and Improvements**

Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which may not be unreasonably withheld.

## **7. Taxes on Personal Property**

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the term of this Lease against any personal property of any kind owned or placed in, upon, or about the premises by Tenant.

## **8. Signs, Furniture, Fixtures**

**Any sign, as well as any other advertisement or notice to be inscribed, painted or affixed anywhere outside of the Demised Premises or Building, is subject to the Landlord's approval as to size, color, location and style. Installation of all such signs, including any required permits, shall be at Tenant's expense.**

## **9. Tenant Equipment**

**Tenant shall pay for installation and/or connection of telephone service, security, intercom, computer, window coverings, and/or any other systems peculiar to Tenant's business. Maintenance and repair of such equipment, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith.**

## **10. Personal Property**

**All personal property of the Tenant in the Demised Premises or in the building of which the demised premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage of the cooling, electrical or plumbing apparatus caused by Tenant. Landlord shall not be liable for damages to property resulting from water, steam or other causes, unless such damage is caused by the willful act, negligence or omission of the Landlord, its agents, employees or representatives.**

## **11. Termination of Lease**

**The automatic one-month lease extensions may be terminated by either party. Notice of termination shall be given by the terminating party a minimum of twenty (20) days prior to the end of the current one-month lease extension. Upon termination of this Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to the Landlord.**

## **12. Bankruptcy. INTENTIONALLY OMITTED.**

## **13. Parking**

**The Leased Premises shall include the non-exclusive right to use of available parking spaces in the parking lot only as indicated in Exhibit "A". Tenant agrees that said parking areas shall not be used at any time for storage of any type of vehicle, trailer, boat, etc. Any such improper use of the parking areas by Tenant will result in said vehicle, trailer, boat, etc. being removed at Tenant's expense and Landlord shall have no responsibility for damages thereto.**

#### **14. Insurance**

**(a) Casualty Insurance:** Throughout the Term, Landlord shall keep or cause to be kept insurance against loss or damage by fire, explosion, vandalism, malicious mischief, and all other hazards customarily included in an all-risk extended coverage insurance policy in an amount equal to the full replacement cost of the Building and other related improvements. Landlord covenants that any proceeds from the aforementioned casualty insurance policy shall be used to rebuild or restore the Premises.

**(b) Contents Insurance:** All personal property of the Tenant in the Premises or in the building of which the Premises is a part shall be at the sole risk of the Tenant; Tenant shall be responsible for maintaining sufficient insurance coverage for said personal property.

**(c) Notice of Cancellation:** Landlord shall attempt to require of its insurer that each policy of insurance required in this section bear an endorsement to the effect that notice on intention of cancellation thereof shall be given to the other party at least (30) thirty days prior to the effective date of any such cancellation.

**(d) Proof of Coverage:** On or before the Commencement Date, Landlord and Tenant, as the case may be, shall deliver to the other party a certificate of the insurer or a certificate of self insurance, reflecting that the insurance coverages required in this section are in full force and effect.

**(e) Waiver of Subrogation:** Each party waives, for itself and its respective insurance companies, and its officers, employees and agents, any and all rights of recovery and claims by way of subrogation against the other party, its officers, agent or employees, for the full amount of any loss, damage or expense to the extent covered by any insurance.

#### **15. Utilities and Services**

**(a)** All charges for electric utility, water and sewer services to the Premises shall be incurred in the name of the Landlord. SCCU will use current expenditures to create a base cost and provide the Tenant with an estimate of the increase expected due to the additional occupancy. This will be adjusted based on actual costs and will be Tenants obligation to pay.

**(b)** Tenant shall be responsible for obtaining its own interior janitorial and cleaning service.

- (c) Tenant shall be responsible for interior pest control services.
- (d) Tenant shall be permitted to utilize the existing dumpster for normal trash disposal and removal.

#### **16. Damage or Destruction**

If the Premises or Building is damaged or destroyed so that the Premises become totally or partially untenable or unsuitable for the intended use, Landlord shall be required, to the extent of available insurance proceeds, to repair or restore the Premises or Building within sixty (60) days of the date of damage, or to commence repairs and pursue completion of same with due diligence in the event said repairs cannot be reasonably completed within the sixty (60) day period. If Landlord fails to comply with these provisions, Tenant may elect to terminate this Lease by giving written notice to the Landlord. In the event that this Lease is so terminated, neither party shall be further obligated to the other except that Tenant shall be responsible to pay Landlord all Rent and other charges due hereunder to the date of such termination. Tenant may remove any non-structural improvements made by Tenant or other property owned by Tenant, and shall be responsible for any repairs necessitated by said removal.

In the event that the Premises are damaged or destroyed by fire, storm or other casualty so that the Premises shall be rendered totally or partially untenable or unsuitable for the intended use, then until the Premises are rebuilt or restored to their former condition by Landlord, payment of Rent shall be reduced in the same proportion as the number of square feet of the Premises which is untenable or unsuitable for the intended use bears to the total number of square feet of the Premises occupied by the Tenant prior to the loss or destruction. Rental shall automatically be reinstated as portions of the Premises are returned to use by Tenant (provided it is commercially reasonable for Tenant to conduct its business thereon) and shall be fully reinstated upon completion of the repairs or restoration by Landlord.

#### **17. Condemnation**

(a) Complete Taking: If at any time during the Term, title to the entire Premises should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation or the right of eminent domain (or transfer in lieu thereof) or in the event that title to a portion of the Premises should be so taken or transferred rendering continued use by Tenant unreasonable or impractical, then this Lease shall terminate as of the time of vesting of title, after which neither party shall be further obligated to the other except that Tenant shall be responsible to pay Landlord all Rent and other charges due hereunder for the current Lease year owed to Landlord up to the

date of such termination. Tenant may remove any non-structural improvements made by Tenant or other property owned by Tenant.

(b) **Partial Taking:** In the event of a partial taking of the Premises and/or the off-street parking area associated therewith, or transfer in lieu thereof which does not render continued occupancy and use by Tenant unreasonable or impractical, then this Lease shall continue, provided, however, that payment of Rent shall be reduced in the same proportion as the number of square feet of the Premises taken or transferred bears to the total number of square feet of the Premises prior to the taking or transfer in lieu thereof. In all other respects this lease shall be unaffected.

(c) **Condemnation Award:** In the event of any such taking or transfer in lieu thereof, whether of the entire Premises or a portion thereof, it is expressly agreed and understood that all sums awarded, allowed or received in connection with the loss of fee simple title to Premises or a portion thereof shall belong to Landlord; provided, however, the foregoing shall not prevent Tenant from seeking compensation in its own name on its own behalf for the loss of Tenant's right to use and occupy the Premises under this Lease, and other incidental and consequential damages.

#### **18. Subletting and Assignment**

Tenant shall not assign its interest in the Premises or sublease the Premises in whole or in part without the prior consent of Landlord, which consent may be unreasonably withheld.

#### **19. Default**

(a) **Tenant Default:** Any of the following events shall constitute an event of default ("Event of Default") by Tenant hereunder:

(1) failure to comply with the benefits to be provided to Landlord or any other amounts due hereunder if such failure continues for then (10) days following receipt by Tenant of written notice from Landlord regarding such failure;

(2) failure to perform any of the other terms, conditions, obligations or covenants of Tenant hereunder within ten (10) days, or, if such performance cannot reasonably be performed within ten (10) days, then failure to begin performance within said ten (10) day period, after written notice of such failure from Landlord;

(3) failure to discharge any lien filed against the Premises as a result of any action or inaction by Tenant within sixty (60) days of notice by Landlord of its filing;

(4) seizure of the Premises or any part thereof pursuant to writ of possession or execution or other legal process;

(5) the (i) the failure of a trustee or receiver who has been appointed on Tenant's behalf to affirm Tenant's interest in this Lease within sixty (60) days of his appointment pursuant to the Bankruptcy Code and thereafter, within a reasonable time, to provide adequate assurance of performance hereunder;

(ii) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises where such seizure is not discharged within sixty (60) days; or

(iii) Tenant's convening of a meeting of his creditors or any class thereof for the purpose of effecting a moratorium upon or composition of his debts.

(b) **Landlord Remedies:** Upon the occurrence of any Event of Default by Tenant, Landlord may exercise any one of the following remedies unless otherwise provided herein:

(1) Terminate this Lease by giving notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord and Landlord may re-enter and take possession of the Premises. Tenant, provided all Rent and other payment obligations hereunder are current, shall have ten (10) days following termination of the Lease to remove any personal property or fixtures belonging to Tenant which remain on the Premises, and thereafter, all such personal property or fixtures remaining on the Premises shall become the property of the Landlord. Any such termination shall be without prejudice to Landlord's right to collect from Tenant any amounts due hereunder for any prior period.

## **20. Successors and Assigns**

The terms and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors and permitted assigns. The obligations of Tenant under this Lease shall transfer to and be binding upon any successor corporation or other entity, which results from a merger, name change, or sale of assets from the named Tenant herein to any other tenant including any other assignee of the Lease.



**21. Notices**

All communications, notices and demands of any kind required under this Lease shall be made in writing and sent by registered or certified mail, return receipt requested, or personally delivered to the following address:

<b>TO LANDLORD:</b>	<b>Space Coast Credit Union Attn: Facilities Superintendent 8045 N. Wickham Road Melbourne, FL 32940</b>
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<b>TO TENANT:</b>	<b>School Board of Brevard County c/o Superintendent 2700 Judge Fran Jamieson Pkwy. Viera, FL</b>
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Either party may change its address by giving the other party written notice of its new address as herein provided.

**22. Modification**

No modification of or amendment to this Lease shall be binding unless contained in writing and signed by both the Landlord and the Tenant.

**23. Interest and Attorney's Fees**

If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the prevailing party shall be entitled to, and shall receive from the non-prevailing party, reasonable attorneys' fees and expenses. The right to such attorneys' fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. Except as otherwise provided herein, interest on amounts which are past due shall accrue at the rate of fifteen percent (15%) per annum after the fifteenth (15th) day from the day said amount was due.

**24. Miscellaneous Provisions**

(a) **Governing Law.** This lease is a Commercial Lease contract and shall be construed and enforced in accordance with the laws of the State of Florida.

**(b) Severability:** If any provision of this Lease shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that such provision shall be severable, and that all remaining provisions of this Lease shall remain in full force and effect.

**(c) Time of the Essence:** Time is of the essence of this Lease.

**(d) Prior Agreements:** This Lease defines the rights, duties and obligations of the parties with respect to the Premises and supersedes all prior agreements and understandings between the parties with respect thereto.

**(e) Quiet Enjoyment:** Landlord warrants that it has the full right and power to execute and perform this Lease and to grant unto Tenant the rights described herein, and that the quiet and peaceable enjoyment of such rights of Tenant, on payment of the rent and performance of the covenants contained therein by Tenant, shall go and remain undisturbed by Landlord or anyone claiming by, through or under Landlord.

**(f) Recording of Lease:** Landlord and Tenant agree that this Lease shall not be recorded; provided, however, upon the request of either party, the other party shall join in the execution of a Memorandum of the Lease for the purpose of recording same. The Memorandum shall describe the parties, the demised Premises, the Term of the Lease, and shall incorporate the Lease by reference.

**(g) Counterparts:** This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**(h) Construction:** Any gender used herein, whether masculine, feminine or neuter, shall be deemed to refer to any other gender applicable to the party to whom such use of gender relates. The use of the singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular, where appropriate.

**(i) Headings:** The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

## **25. Rules and Regulations**

Tenant shall observe faithfully and comply strictly with the following Rules and Regulations and such other Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the Building or the preservation of good order therein:

**(a) Conduct:** Tenant shall not conduct its business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

**(b) Nuisances:** Tenant shall not make or permit any noise, odor or act that is reasonably objectionable to other neighbors of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

**(c) Musical Instruments, Etc.:** Tenant shall not install or operate any phonograph, musical instruments, radio receiver or similar device in the Building in such a manner as to disturb or annoy other occupants in the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

**(d) Locks:** No additional locks or bolts of any kind shall be placed upon any of the exterior doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the written approval of the Landlord; said approval shall not be unreasonably withheld. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Lessor the cost thereof.

**(e) Obstructing Light, Damage:** The toilets and sink shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspaper or other substance of any kind shall be thrown into them. Tenant shall not deface the walls, ceiling, partitions, floors, wood, stone or ironwork. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

**(f) Wiring:** Electrical wiring of every kind shall be introduced and connected only in compliance with existing codes, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc. shall be subject to the approval of Landlord which approval shall not be unreasonably withheld.

**(g) Equipment, Moving, Furniture, Etc.:** Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building. Said approval shall not be unreasonably withheld. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause except by Landlord's negligence, and all other damage done in the Building by moving or maintaining any such property shall be repaired at the

expense of Tenant. All equipment shall be installed as required by law and, if required, in accordance with and subject to written approval received on written application of Tenant.

(h) **Requests of Tenant:** The requests of Tenant will be attended to only upon proper notification to Landlord. Landlord's employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. Employees or agents of the Landlord shall not admit any person, Tenant or otherwise, to the Building without instruction from the Landlord. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the reasonable regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

(i) **Equipment Defects:** Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, electric lights and fixtures, air conditioning and heating apparatus, or any other service equipment.

Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

## **26. Hazardous Substances, Wastes or Materials**

Tenant shall comply with all laws and regulations regarding the storage and disposal of hazardous substances, wastes and materials, and special or infectious wastes. Tenant shall not cause or permit the release of or disposal of any hazardous substances, wastes or materials on or about the Premises or the Building of which they are a part. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 et seq; the Toxic Substance Control Act, as amended, 15 USC Section 2601 et seq; and medical, special or infectious wastes shall include those which are defined pursuant to the medical waste regulations which have promulgated by the State of Florida, and further set forth in any state or local laws and ordinances, and their corresponding regulations. Tenant shall comply with all rules and policies set by Landlord, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Article, which terms shall survive the expiration or earlier termination of this Lease.

Landlord may, at its option, terminate this Lease in the event Tenant engages in a prohibited use and fails to cure such violations within thirty (30) days following Tenant's receipt of written notice from Landlord.

## **27. Subordination**

Tenant agrees to subordinate this Lease to any first mortgage or blanket mortgage placed on the Leased Premises, provided only that so long as Tenant faithfully discharges its obligations under the terms of this Lease; (a) its tenancy will not be disturbed nor this Lease affected by any default under such mortgage; (b) The rights of Tenant hereunder shall expressly survive and shall not be cut off or diminished; and )c) This Lease shall, in all respects, continue in full force and effect, and the holder of such mortgage shall provide Tenant written acknowledgment of such non-disturbance.

## **28. Offset Statement ("Estoppel Certificate")**

Within ten (10) days after Landlord's request, Tenant shall execute in recordable form and deliver a declaration to any person designated by Landlord, (a) ratifying this Lease; (b) stating the Commencement and termination dates of this Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or, if any, stating those claimed), (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them

## **29. Attornment**

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the Building or this Lease, or if the Premises or the Building comes into the hands of a mortgagee, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder, provided such purchaser, mortgagee or other person shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises for the duration of the Term, subject to the terms and conditions of this Lease. Tenant shall execute, at Landlord's request, any reasonable attornment agreement required by any mortgagee, ground lessor or other such person to be executed, and containing such provisions as such mortgagee, ground lessor or other persons requires.

## **30. Radon GAS Disclosure**

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 gas 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 health unit.

By signing this Lease Agreement, the Tenant agrees that upon surrender or abandonment, as defined by the Florida Statutes, the Landlord shall not be liable for storage or disposition of the Tenant's personal property.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals.

**LANDLORD: Space Coast Credit Union**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_ Dated: \_\_\_\_\_  
Print name

**TENANT: The School Board of Brevard County, Florida**

By: \_\_\_\_\_  
Signature

Barbara A. Murray, Ph.D., Chairman Dated: \_\_\_\_\_  
Print name

Attest: \_\_\_\_\_  
Brian T. Binggeli, Ed.D.