

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND CINQUE HOLDINGS, INC. FOR SPACE LOCATED AT 249 WEST UNIVERSITY AVENUE, GAINESVILLE, FLORIDA, NO. 13376

THIS FIRST AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County” or “Tenant”), and Cinque Holding Inc., a Florida for Profit corporation authorized to do business in the State of Florida (“Landlord”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated October 14, 2022 for the County to lease space at 249 West University Avenue, Gainesville, Florida (the “Space”) identified as Contract No. 13376 (the “Lease Agreement”); and

WHEREAS, the County has elected its option to renew the term of the Lease Agreement to continue occupancy of the Space; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A. Section #2, of the Agreement titled “Term” is amended as follows:
 - 2. Term. The term of the Lease Agreement is extended through September 30, 2025 unless earlier terminated as provided herein.
- B. Section #3, of the Agreement titled “Renewal” is amended in its entirety to read as follows:
 - 3. Renewal. County shall have an option to renew the Lease Agreement on a month-to-month basis at the same Monthly Rent. The County shall provide written notice to the Landlord of its intent to exercise this option at least 90 (ninety) days before the end of the then current term of the Lease Agreement. During a month-to-month rental period, either Party may cancel the lease by proving 30 day notice.
- C. Subsection 4.A., of the Agreement, is amended in its entirety to read as follows:

4.A The County agrees to pay the Landlord monthly rental payments as follows:

Monthly Rent	Suite A	Suite B	Monthly Total	Annual Total
10/1/23 - 9/30/25	\$5,750.00	\$1,916.67	\$7,666.67	\$92,000.04

- D. Section #9, of the Agreement titled “Service and Repair” is amended in its entirety to read as follows:

Services provided by the Landlord to Tenant are:

- A The Landlord shall maintain the building's structural components of the premises and specifically the roof, windows, doors, floors, steps, porches, exterior walls, and foundations. Additionally, the exterior of the building, the landscape areas, parking lot, elevator, HVAC repairs and replacement, plumbing, electrical and mechanical equipment. Ceiling tiles, lights, floor coverings, locks, wall coverings or paint shall be maintained in good operating condition and replaced as necessary.
- B. Landlord shall provide timely maintenance and repairs of the building's structural components and equipment and ensure the leased space is kept in a clean and safe condition.
- C. Landlord shall provide monthly report to Facilities Management Department regarding all services completed.
- D. Landlord shall provide a response to major systems failures (HVAC, Plumbing, Electrical, Mechanical, etc.) within 48 hours of it being reported by Facilities to the Landlord.
- E. Communications on any required repairs or maintenance shall be between the Landlord and Facilities. Landlord will not communicate directly with Court Services employees.

Tenant Responsibilities:

- A The Tenant shall not occupy or use the Premises in a manner that violates applicable provisions of building, housing, and health codes.
- B Tenant shall operate in a reasonable manner all electrical, plumbing, sanitary, heating, air- conditioning, and other facilities and appliances, including elevators.
- C The Tenant shall pay its own telephone, computer line and security monitoring costs.
- D Tenant shall have sole authority over the control of temperature in the leased area but shall exercise reasonable energy practices.
- E Tenant shall provide pest control on a routine basis.
- F Tenant shall provide janitorial services in the Space occupied at a level and schedule determined by the Tenant.
- G Tenant shall provide HVAC Preventative Maintenance (PM), consisting of quarterly AC filter changes, semi-annual freon pressure level checks, and annual coil cleaning on equipment for the Space occupied.
- H Tenant shall notify the Landlord as soon as reasonably practical of any defects, maintenance issues, or dangerous conditions of which the Tenant becomes aware.
- I Tenant shall be liable for any damage to the building caused by the negligent or willful actions of the Tenant, its employees, or guests. The Tenant shall promptly repair such damage. If the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.

E. Effective Date. Upon and after full execution of this First Amendment by the Parties, this Amendment shall be effective on October 1, 2023.

F. Original Lease Agreement. Unless expressly amended herein, all other terms and provisions of the Lease Agreement between the Parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the day and year below written.

TENANT:

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

LANDLORD:

CINQUE HOLDINGS, INC.

DocuSigned by:
Craig Cinque
By: B1BFD857D08C467...
Craig Cinque
Print: _____
Title: Pres.
Date: 7/12/2023

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.