

**LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND AUDIOLOGY BY ACCENT, LLC
FOR 4340 NEWBERRY ROAD, NEWBERRY, FL 32607, NO. 14156**

THIS LEASE AGREEMENT made and entered into by and between AUDIOLOGY BY ACCENT, LLC, a Florida Limited Company (from now on referred to as "LANDLORD"), and ALACHUA COUNTY a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (from now on referred to as "COUNTY" or "TENANT"). Collectively, the County and Landlord are hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, LANDLORD is the owner of a portion of a commercial building, located at 4340 Newberry Road, Gainesville, Alachua County, Florida ("Building"); and

WHEREAS, LANDLORD agrees to lease to TENANT a portion of said Building, being approximately one thousand six hundred and forty-six (1,646) square feet, known and numbered as Suite 204 (from now on referred to as the "PREMISES"), at and for the rental rate and the rental term and upon the conditions as from now on set forth; and

WHEREAS, TENANT agrees to lease the PREMISES and pay a rental fee to LANDLORD to use the said PREMISES, as outlined in this Lease Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and understandings herein contained, and other good and valuable consideration, the receipt and sufficiency of which is at this moment acknowledged by all Parties, the Parties agree as follows:

I. The Premises. Landlord leases to Tenant the part of the land and office building identified as Suite 204 located at 4340 Newberry Road, Suite 204, Gainesville, FL 32607, consisting of approximately 1646 square feet, a/k/a Alachua County Tax Parcel 06544-202-204, along with all rights and uses in common areas within the development, including but not limited to parking areas, sidewalks, lobby, stairways and elevators (the "PREMISES"). The legal description for the property is attached as **Exhibit "A"**. The PREMISES is a portion of the Building and references herein made to

the Building shall include the PREMISES. Additionally, references made herein to the Property shall include the Building.

II. Lease Term

A. Term. The Parties agree that the term of this Lease shall commence on April 1, 2024 and shall end and expire on 11:59 PM on September 30, 2026.

B. Option to Renew. Assuming that TENANT is not otherwise in default under the terms of this Lease, LANDLORD grants to TENANT an option to renew and extend this Lease Agreement for additional one (1) year period. Should TENANT wish to exercise its option to extend this Lease for an additional one (1) year, TENANT must request the renewal extension no shorter than 90 days prior to the Lease Term expiration. If Renewal is granted by LANDLORD, the rent for such additional one (1) year period shall be calculated every one (1) year thereafter, based upon the same Consumer Price Index adjustments as set forth in Section III, Rent, (below) of this Lease.

III. Rent

TENANT does at this moment agrees to pay rent for the PREMISES for the term of this Lease, as follows:

A. For the period of time from commencement of this Lease, through a period of the first twelve (12) months of this Lease, rent shall be paid in equal consecutive monthly installments of three thousand hundred and fifty five dollars (\$3,155.00) per month, due in advance on the first day of each and every month. There shall be a five (5) day grace period, and rent will be late if not received by the LANDLORD on the sixth (6th) day of the month.

B. For the balance of the term of this Lease, including any renewals, the rental rate shall be recomputed and adjusted once every one (1) year on the Lease anniversary date, the first such rent adjustment being effective one (1) year from the date of commencement (on the first day of the second year of this Lease), with subsequent rental rate adjustments being made every year thereafter during the term of this Lease, and any renewals of it. The rental rate shall be recomputed and adjusted by adding to the monthly rent for the previous one (1) year term a sum equal to the previous monthly rent plus the percentage increase for the previous one (1) rental year of the United States Department of Labor Statistics Consumer Price Index (all prices) or 3%, whichever is greater. But, in

no event shall the rent be increased by more than eight percent (8%) in any one (1) year period. The Consumer Price Index increase computation and adjustment shall be after that made for each one (1) year period of this Lease, and any extensions or renewals.

C. TENANT agrees to pay a late charge of Ten Dollars (\$10.00) per day, payable with the monthly rental payment, for each twenty-four (24) hour period that the rent remains unpaid beyond the sixth (6th) day of the month, it being understood that the rent is due on the 1st day of each month and is late if not received by 5:00 PM on the sixth (6th) day of the month, unless that day is a weekend or holiday, in which case it shall be due by 5:00 PM on the next business day of the month.

IV. Security Deposit.

TENANT agrees to pay at the time of the execution hereof, and LANDLORD acknowledges receipt of, the sum of \$3,155.00 Dollars as a security deposit for TENANT'S faithful performance hereunder. The Landlord will return to the COUNTY the security deposit upon termination or expiration of this Agreement in accordance with Florida law.

V. Tenant's Responsibilities During Lease.

TENANT shall be responsible for the following:

A. Taxes, TENANT shall be solely responsible for all City or County tangible personal property taxes for TENANT's personal property on or in the PREMISES, together with any sales taxes assessed against TENANT'S rent payments.

B. Maintenance and Repair. TENANT will be solely responsible for keeping and maintaining the PREMISES in good and sanitary condition and repair during the term of this Lease.

C. Janitorial and Pest Service. TENANT agrees to, at its sole expense, keep and maintain janitorial and pest service for the PREMISES during the term of this Lease.

D. Liability Insurance: Exculpation of Landlord.

i. LANDLORD shall not be liable for any personal injuries occurring within the PREMISES, such areas being under the custody and control of TENANT, unless such was due to the negligence or wrongful acts of the LANDLORD or its employees or agents. Except in cases involving the negligence of TENANT or its employees, TENANT shall not be liable for any personal injuries occurring in the

common areas of the Building, the other areas of the Property excluding the Premise, and the parking areas. TENANT shall further not be liable for personal injury or property damage suffered by any third party or entity, done or occasioned by or from electric wiring, falling plaster, plumbing, water, gas, steam, or other pipes, or sewage or the failure of the air conditioning or refrigeration system, or the breaking of any electric wire, the bursting, leaking or running water from any tank, washstand, water closet, or waste pipe, sprinkler system, radiator or any other pipe in, above, upon, or about the PREMISES. TENANT shall further not be liable for any damages or injuries to persons or property arising from acts or neglect of any other owner, tenant or occupant of the PREMISES, common areas, or any portion of the subject commercial Building.

ii. TENANT shall secure and maintain comprehensive general liability, fire and extended coverage, and all risk perils insurance on the PREMISES.

TENANT's comprehensive general liability insurance coverage shall have coverage limits of not less than \$1,000,000.00, and LANDLORD shall be identified in all such policies as an additional insured.

E. Assignment. TENANT shall not assign this Lease Agreement, or sublet any portion of the PREMISES, without LANDLORD's prior written consent. Should LANDLORD consent to an assignment of this Lease, then the assignees shall execute a written assumption agreement with LANDLORD, and TENANT shall remain liable to LANDLORD as an absolute guarantor of the assignees' performance of all Lease terms and obligations of the assignee/tenant for the remaining balance of the term of this Lease (or any applicable extension there-of). The parties agree that LANDLORD may reject a proposed assignee for any reasonable basis. The parties expressly agree that it would be reasonable and appropriate for LANDLORD to reject a prospective assignee whose business or professional specialty would compete or conflict with another existing or contractually obligated future tenant or owner in the building complex in which the PREMISES are located.

F. Use of Premises. TENANT shall use the PREMISES as a Pharmacy and shall comply with all the sanitary laws, regulations, ordinances, rules and orders of appropriate governmental authorities regarding the cleanliness, occupancy and

preservation of the PREMISES, during the term of this Lease. Should the use, negligence, willful act, or misuse of PREMISES by TENANT, or its employees, lessees, agents, patients, customers or guests result in damage to the PREMISES, the building, or any other unit in the building, TENANT will be held responsible for said damage, not to include normal wear and tear.

G. Utilities. TENANT is solely responsible for arranging for and paying for all utility services at the PREMISES including, but not limited to, electricity, water, and sewage.

H. Alterations and Improvements. TENANT shall make no alteration to the PREMISES without the prior consent of LANDLORD. All alterations, changes and improvements built, constructed or placed in the PREMISES by TENANT, with the exception of trade fixtures removable without damage to the PREMISES and movable personal property shall, unless otherwise provided to the contrary by agreement between the LANDLORD and TENANT, be the property of LANDLORD and remain in the PREMISES at the expiration or sooner termination of this Lease. Or, at the option of LANDLORD, at the time of expiration or sooner termination of this Lease TENANT shall, at its expense, remove any such modifications or improvements and restore the PREMISES to its condition before the commencement of TENANT'S occupancy of the PREMISES. TENANT, after date of commencement and at its expense, shall pay for all improvements placed on the PREMISES and shall keep and maintain the PREMISES and all improvements therein in good, clean, and substantial repair during the term of this Lease, so that at the expiration or termination of the lease period the PREMISES shall be delivered up to LANDLORD in good, clean, and well kept, newly painted, condition, reasonable wear and tear excepted, and any damage done to the interior walls, floors, carpets, ceilings or fixtures shall be repaired in a good and workmanlike manner with materials identical to or as near as may be reasonably possible to the original materials which were damaged, and any such repairs and materials shall be approved by LANDLORD prior to being made or installed.

Except as set forth above, all improvements by or on behalf of TENANT to the structure or interior, such as partitioning, mechanical systems, carpet, tile, light fixtures, ceiling materials, duct work, etc., shall remain as part of the PREMISES at the

termination of the Lease and shall be and remain the property of LANDLORD. TENANT shall promptly pay for all labor and materials used in constructing any improvements to the PREMISES made by or on behalf of the TENANT. The interest of LANDLORD in the project shall not be subject to liens for improvements made by or on behalf of TENANT. At the expiration of this Lease, provided TENANT shall not otherwise be in default under any of the terms or provisions hereof, TENANT shall have the right to remove any and all trade fixtures placed by TENANT on the PREMISES; provided, however, that if any damage is caused to the PREMISES as a result of such removal, such damage shall be immediately repaired by TENANT as provided for above.

I. Damage of Premises. In the event the PREMISES is destroyed or so damaged or injured by fire or another casualty during the term of this Lease Agreement, whereby the leased PREMISES shall be rendered untenable, then the TENANT shall give prompt notice to the LANDLORD and the LANDLORD shall thereupon have the right to render the PREMISES tenantable by repairs within ninety (90) days of TENANT'S written notice of the destruction or damage. If the PREMISES cannot reasonably be rendered tenantable within said time, it shall be optional with either Party to cancel this Lease Agreement, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. Cancellation shall be evidenced in writing. Rent shall abate as long as the PREMISES is not tenantable. Failure of the TENANT to give timely notice to LANDLORD as required above shall be construed as a waiver of such condition or defect, and of any and all claims to the effect that the TENANT has been evicted, wholly, partially or constructively, by such damage to the PREMISES.

J. Exterior of Building. Tenant shall have no rights under this Lease to or any obligations to maintain any exterior features or areas of the Building wherein the PREMISES are located. Tenant will have the reasonable right to access, and LANDLORD and/or the condominium or owners' association of the Building may impose restrictions on the use of all common areas of the Building, subject to such reasonable restrictions as determined by condominium association.

K. Parking. TENANT shall have a non-exclusive right for itself and its guests and customers to use the parking area located on the immediate Property wherein the

PREMISES are located, subject to such reasonable restrictions as may be imposed by LANDLORD or the condominium or owners' association of the Building.

L. Window Treatments. LANDLORD shall approve all window coverings, before their installation by TENANT or TENANT's agents, as to the window coverings style and coloring, so as to maintain an attractive and consistent window covering treatment throughout the building.

VI. Landlord's Obligations and Rights.

A. LANDLORD shall be entitled to inspect the PREMISES from time to time to see that it is kept in a clean and properly maintained, to post any notice provided for by law, or to otherwise protect any and all rights of LANDLORD, the building condominium association, owners' association and other tenants in the Building. LANDLORD must give us at least a written 24-hour notice prior to conducting an inspection of the PREMISES. Nothing herein contained shall be construed to obligate LANDLORD to make any changes or alterations in the PREMISES.

B. LANDLORD covenants that TENANT, on paying the rental and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the demised PREMISES for the term of this Lease and any renewals or extensions.

C. LANDLORD will pay all Common Area Maintenance charges, as well as all other applicable fees, charges, taxes and assessments, excepting only those services, utilities, maintenance, and repairs required to be completed by Tenant for the PREMISES as set forth in this Lease Agreement.

D. LANDLORD shall secure and maintain comprehensive general liability, fire and extended coverage, and all risk perils insurance on the PREMISES. LANDLORD'S comprehensive general liability insurance coverage shall have coverage limits of not less than \$1,000,000.00, and TENANT shall be identified in all such policies as an additional insured.

E. LANDLORD shall be responsible for maintenance and repairs on the PREMISES such as those to or relating to roofs, leaks, air conditioning, heating, and plumbing, except for maintenance and repairs necessitated by the actions of the TENANT.

VII. Landlord Released from Liability in Certain Events.

LANDLORD shall not be responsible for any defect, deterioration, or change in the condition of the PREMISES caused by the TENANT which does not violate LANDLORD's preceding obligations under this Lease Agreement, nor for damage to the same or any property contained therein, nor for injury to person or property caused thereby, unless such caused by LANDLORD or due to the negligence or wrongful acts of the LANDLORD or its employees or agents..

VIII. Subordination of Lease.

This Lease and TENANT'S leasehold interest hereunder are and shall be subordinate and inferior to any liens or encumbrances now or hereafter placed on the PREMISES by LANDLORD or the Building condominium or owners' association. This subordination agreement shall include all future advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

IX. Surrender of the Premises.

At the expiration of the Lease term TENANT shall quit and surrender the PREMISES in as good of state and condition as it was at the commencement of this Lease, reasonable use and wear thereof excepted.

X. Hold Over.

No holding over by TENANT after the expiration of the term of this Lease shall operate to renew this Lease without the written consent of LANDLORD endorsed hereto, and if TENANT holds over without the prior written consent of LANDLORD, then TENANT shall pay double rent for the period of holdover.

XI. Default and Termination.

In the event TENANT fails to comply with any of the terms and conditions of this Agreement, after LANDLORD gives prior written notice to TENANT and allows TENANT fourteen (14) calendar days to correct such default or defect. LANDLORD may terminate this Agreement, declare it forfeited and retake possession and control of said PREMISES, and the whole of the rent for the balance of the then remaining term of this Lease, or any applicable Lease Extension or Renewal, shall thereupon be accelerated and become due and payable forthwith, and the LANDLORD shall have the full authority

to demand, recover and collect any such remaining balance of rent, together with all other rights and remedies granted to LANDLORD under then applicable Florida law.

Events constituting a default under this Lease Agreement by TENANT include, but are not limited to, the following:

- A. Failure to pay rent required under this Agreement on or before the sixth (6th) day of the month;
- B. Failure to perform any maintenance or other general obligations required under this Agreement, within five (5) days after receipt of notice from the LANDLORD specifying the defect;
- C. If TENANT is adjudicated bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors.

XII. Attorneys' Fees and Costs.

In connection with any litigation, including appellate proceedings, arising out of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

XIII. Other Agreements.

No prior or present agreements or representation shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, properly executed by the parties to be bound thereby.

XIV. ELECTRONIC SIGNATURES. The Parties agree that an electronic version of this Lease Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

XV. Insurance.

A. The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.

B. TENANT has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.

C. Nothing contained herein shall constitute a waiver by the TENANT of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

XVI. Notices.

All notices, requests, demands and other communications provided for herein shall, when required to be made in writing, be deemed to have been duly given if and when deposited in the United States Mail, certified, properly stamped and addressed to the party for whom intended at the party's address as follows, which may from time to time be changed by like written notice, or when delivered personally to such party:

IF TO LANDLORD: Audiology by Accent, LLC

Attn: John Eastman

4340 Newberry Road Suite 301

Gainesville, FL 32607

IF TO TENANT:

Alachua County Risk Management

Attn: Risk Manager

12 SE 1st Street – 3rd Floor

Gainesville, FL 32601

XVII. Time of Essence.

Time is of the essence in this Lease Agreement, and the terms hereof shall be binding upon the heirs, personal representatives and permitted assigns of the Parties hereto.

XVIII. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, successors or assigns.

XIX. Landlord's Rights in the event of Eminent Domain Proceedings.

If all or any portion of the PREMISES or the parcel of real Property upon which the PREMISES is located should be condemned or taken by eminent domain, LANDLORD shall be entitled to the full condemnation proceeds.

XX. Governing Laws.

This Agreement shall be construed by the laws of the State of Florida applicable to contracts made and to be performed entirely within said State. The Parties stipulate to the jurisdiction of the Courts of the State of Florida to resolve any disputes arising under this Lease and further stipulate that venue for any such action shall be proper in Alachua County, Florida.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

[Signature]
As to LANDLORD

Printed Name: JOHN EASTMAN

[Signature]
As to LANDLORD

Printed Name: LISA PALOMO

LANDLORD:

By: [Signature]
As President of

Audiology by Accent
Printed Name: BRIAN G. KERE, MD

Date: 3/20/24

Attestation:
By: [Signature]

Its: Secretary
Printed Name: DANIEL J. HALL, MD

**ALACHUA COUNTY, FLORIDA
(TENANT):**

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT A: PREMISES

Unit 204 of 43RD STREET MEDICAL BUILDING, a Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 2314, Page 2446, together with amendments thereto if any, and according to the Plat thereof as recorded in Condominium Plat Book 3, Page 40, all of the Public Records of Alachua County, Florida.

Parcel Identification Number: 06544-202-204

