



## Interoffice Memorandum

### REAL ESTATE MANAGEMENT ITEM 3

**DATE:** November 16, 2023

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** David Murphy, Senior Acquisition Agent *DM/mll*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Lease Agreement between Orange County, Florida and Pet Alliance of Greater Orlando, Inc., and authorization for the Manager of the Real Estate Management Division to exercise renewal options, furnish notices, and execute estoppel certificates, as required, or allowed by the Lease Agreement, as needed.

**PROJECT:** Pet Alliance East Side Clinic  
12050 East Colonial Drive, Orlando, Florida 32826  
Lease File #10015  
  
District 4

**PURPOSE:** To continue to provide space for an off-site spay/neuter clinic.

**ITEMS:** Lease Agreement  
Revenue: None/Services provided  
Size: 2,874 square feet  
Term: Five years  
Options: Two, Five-year renewals

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Risk Management Division  
Facilities Management Division  
Animal Services Division

**REMARKS:** This action provides for a spay/neuter clinic on the east-side of Orange County at East Orange Neighborhood Park located at 12050 East Colonial Drive, Orlando, Florida 32826. The term is for five years, with two additional five-year renewals. While rent is not associated with this Lease Agreement, Pet Alliance of Greater Orlando will pay all utilities. This facility will only be used as a spay/neuter clinic that offers large volume, low-cost sterilization surgeries, including anesthesia, pre/post-operative medications, microchip implants (and their delivery systems), rabies vaccinations, and associated veterinary services for outpatient procedures.

DEC 12 2023

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**LEASE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**PET ALLIANCE OF GREATER ORLANDO, INC.**

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**THIS LEASE AGREEMENT ("Agreement")** is made effective as of the date last executed below (the **"Effective Date"**) and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the **"LANDLORD"**), and **PET ALLIANCE OF GREATER ORLANDO, INC.**, a not-for-profit corporation organized under the laws of the State of Florida (the **"TENANT"**). The LANDLORD and TENANT may be referred to individually as "party" or collectively as "parties."

**RECITALS**

**WHEREAS**, LANDLORD is the fee simple owner of certain real property known as East Orange Neighborhood Park, located at 12050 East Colonial Drive, Orlando, FL 32826 whose Parcel ID is 22-22-31-0000-00-003 (the **"Facility"**). In consideration of the services to be performed by TENANT, LANDLORD will lease to the TENANT a portion of the Facility containing approximately 2,874 square feet of rentable space more particularly depicted and legally described herein (the **"Premises"**), as shown in Exhibit A attached hereto and thereby made a part of this agreement; and

**WHEREAS**, LANDLORD and TENANT previously entered that certain Lease Agreement dated October 30, 2018 (referred to herein as the **"Original Lease"**) authorizing TENANT to use the Premises for specific, limited purposes; and

**WHEREAS**, the parties desire to enter into a new lease agreement related to TENANT'S use of the Premises; and

**WHEREAS**, TENANT is presently operating a facility designed to benefit the public and community interest and welfare on a portion of the parcel owned by LANDLORD; and

**WHEREAS**, it is the intent of the parties that, upon full execution of this Agreement, the Original Lease will be terminated in its entirety and this Agreement shall henceforth govern TENANT'S use of the Premises.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Agreement, the parties agree as follows:

**SECTION 1 Recitals.** The above recitals are true and correct and are incorporated herein and form a material part of this agreement.

**SECTION 2 The Premises.** The LANDLORD is fee simple owner of the property identified, shown, and described in **Exhibit A**, attached to this Agreement (the “Premises”).

**SECTION 3 Effect of this Lease Agreement.**

- A. **Termination of the Original Lease.** By executing this Agreement, both parties agree to the immediate termination of the Original Lease.
- B. **Creation of this Lease Agreement.**
1. The LANDLORD hereby agrees to lease the Premises to TENANT.
  2. The parties understand and agree that this Agreement only grants permission to use the Premises as contemplated in this Agreement and confers no other rights or entitlements to the Premises to TENANT unless those rights or entitlements are explicitly stated in this Agreement.
  3. The parties agree that this Agreement supersedes any previous agreements between the parties regarding TENANT’S use of the Premises.

**SECTION 4 Documents.**

- A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:
1. **Incorporated by Reference:**
    - a. This Lease Agreement.
  2. **Exhibits to this Lease Agreement:**
    - a. **Exhibit A**: Legal Description of Premises; Leased Premises
    - b. **Exhibit B**: Scope of Services
    - c. **Exhibit C**: Maintenance and Repair Responsibilities

**SECTION 5 Term.**

- A. **Term.** Subject to Section 17 below, the term of this Agreement shall commence retroactively on November 1, 2023, and shall expire five (5) years thereafter on October 30, 2028 (“**Initial Term**”).
- B. **Rent.** In lieu of rental, and as consideration for the use and occupancy of the Leased Premises during the Agreement Term, TENANT shall provide the services set forth in **Exhibit B** Scope of Services.
- C. **Renewal.** Subject to Section 17 below, the parties may renew this Agreement for no more than two (2) consecutive five (5) year terms, each entered by written agreements executed by both parties (“**Renewal Term**”). If TENANT desires to

exercise its option to renew. TENANT must provide notice to the LANDLORD at least one hundred and twenty (120) calendar days prior to the expiration of the applicable term. If mutually agreed upon, the parties will then enter into a written agreement ("Renewal Agreement"). The Renewal Agreement will reflect the terms of such renewal.

- D. **Delegation.** By execution of this Agreement, the Orange County Board of County Commissioners hereby delegates to the Real Estate Management Division Manager, or their designee, the authority to execute any permitted renewals, estoppel documents and amendments that are part of this Lease Agreement.

**SECTION 6 Delegation of Responsibilities.**

- A. Unless otherwise specified in this Agreement, LANDLORD shall be responsible for all maintenance, repair, overhaul, and replacement activities for all of the Premises' systems, including but not limited to, grounds, fire alarm systems, fire extinguishers, flooring, HVAC, exterior cleaning, interior and exterior lighting, interior and exterior painting, interior and exterior plumbing, interior and exterior walls, irrigation systems, landscaping, parking lot, pest control, roof, and signage. TENANT shall be responsible for all janitorial including nightly vacuuming and spot cleaning carpet, security systems including cameras, locks and key management will be maintained by the LANDLORD at TENANT'S expense. TENANT shall be responsible for all utilities including electrical, waste disposal, internet access, phones service, IT equipment, water, and sewer.
- B. Should TENANT fail to comply with and fulfill its obligations regarding the Premises, as set forth above or should TENANT or any of its employees, volunteers, or guests damage the Premises in any manner, the LANDLORD may meet those obligations on behalf of TENANT.
1. Prior to exercising its right under this provision, the LANDLORD shall provide TENANT five (5) business days advance written notice in order to provide TENANT the opportunity to correct any such failure.
  2. The LANDLORD is not required to provide any prior notice to TENANT if the LANDLORD, using its sole discretion, believes that such inaction by TENANT, or such damage caused by TENANT or its employees, volunteers, or guests, is considered an exigent circumstance whereby delay of action by the LANDLORD could lead to further damage to property or person.
  3. The LANDLORD hereby reserves the right to invoice TENANT for the fair market value, plus an administrative fee of ten percent (10%), for any action taken, or service provided, by the LANDLORD under this provision.

- C. Unless otherwise determined by the LANDLORD, TENANT shall be responsible for payment for all utility services provided to the Premises for the term of this Agreement, including all renewals.
- D. Notwithstanding the foregoing, upon twenty-four (24) hours' notice, LANDLORD may enter the Premises to ensure TENANT'S compliance with Section 6(A).
- E. Through executing this Agreement, TENANT understands that it is obligated to immediately document and report all identified maintenance issues to:

**ORANGE COUNTY FACILITIES MANAGEMENT EAST DISTRICT**

**Email:** [FR-FacilitiesEast@ocfl.net](mailto:FR-FacilitiesEast@ocfl.net)

**Phone:** 407-836-9850

**Weekends & Holidays:** 407-836-0114

**SECTION 7 Tenant Obligations.**

- A. **Scope of Services.** TENANT shall be responsible for performance of the *Scope of Services* attached to this Agreement as **Exhibit B**.
- B. **Improvements to the Premises.** The TENANT shall have the right at its own expense and with prior written approval from the LANDLORD to make any improvements to the leased premises. All additions, alterations and improvements made in, on, or to the leased premises shall become the property of the LANDLORD and be surrendered with the leased premises upon termination of this lease. TENANT shall have the right to remove its personal property from the leased premises upon termination of the lease, provided TENANT repairs any damage caused by such removal.
- C. **Reporting Requirements.** TENANT shall submit quarterly reports, as well as one cumulative annual report, documenting the services it has provided to the LANDLORD as stated in Scope of Services in **Exhibit B**.
  - 1. **Annual Report.** The annual report must be provided to the LANDLORD prior to January 31<sup>st</sup> of the following year.
  - 2. **County Audits.** The LANDLORD reserves the right to have the LANDLORD, or any other LANDLORD-authorized personnel evaluate any and all of TENANT'S records, events, and activities at any time during regular hours of operation or TENANT-hosted events.
  - 3. **Immediate Notification.** In the event TENANT loses its not-for-profit corporation status in good standing in the State of Florida, in addition to the provisions outlined in Section 7(C) and 17(B)(1), TENANT must immediately notify LANDLORD of such loss of charitable status. TENANT shall maintain a non-profit charitable organization status, under the Internal Revenue Code during the term of this Agreement.

- D. **Regulatory Audits; Investigations.** TENANT agrees to provide the LANDLORD with the reports of any audits or investigations performed by regulatory agencies other than the LANDLORD within 30 days of issuance of the final audit report.

**SECTION 8 Payment for Lease.**

- A. TENANT hereby agrees that in consideration for providing services to the County of Orange Florida, as detailed in the *Scope of Services* attached to this agreement as **Exhibit B**, and maintenance of the Premises, as detailed in the *Maintenance and Repair Responsibility* attached to this agreement as **Exhibit C** that TENANT will not be responsible for the monthly cost of \$1,828.00 which includes general maintenance being provided by the LANDLORD to the leased facility.
- B. By executing this Agreement, TENANT hereby represents and warrants that it is eligible to pay for this Agreement by means of "in-kind" contribution because TENANT:
1. Is a not-for-profit corporation in good standing in the State of Florida providing services as set forth in the *Scope of Services* attached hereto as **Exhibit B** and has been determined to be a non-profit charitable organization under the Internal Revenue Code and shall continue to maintain such status during the term of this Agreement; and
  2. Shall exclusively use the Premises to provide services as set forth in the *Scope of Services* attached hereto as **Exhibit B** and such services provide a benefit to the LANDLORD and the general health and welfare of the citizens of Orange County.
- C. In the event TENANT loses its status as a non-profit corporation in good standing in the State of Florida, TENANT may request to continue occupying the Premises by providing fair market rental payment(s) to the LANDLORD for the remainder of the then current term. Any such agreement for the continuation of TENANT occupying the Premises shall be at the sole discretion of the LANDLORD, including any additional terms and conditions deemed necessary by the LANDLORD. Should TENANT'S status as a charitable organization be reinstated prior to the end of the then current term, TENANT may request to return to using its performance of the *Scope of Services* in lieu of payment of market rent. Notwithstanding the above, TENANT shall have no rights to recollect any rental payment(s) paid to LANDLORD for the period during which it lacked status as a charitable organization.

**SECTION 9 Lease Restrictions.**

- A. **Permitted Use.** TENANT shall use the Premises exclusively for the purpose(s) listed in the *Scope of Services* attached to this Agreement as **Exhibit B**.

- B. **Public Access.** Services provided by TENANT while using the Premises shall be open and available to the public during TENANT'S regularly scheduled hours of operation.
- C. **Restriction on Open Fires.** No open fires of any sort shall be permitted on the property. Open fires are defined as: "incineration where the burning of any matter results in the products of combustion being emitted directly into the outdoor atmosphere without passing through a stack or chimney." This includes, but is not limited to candles, incense, open flames including cooking or warming "Sterno" or other denatured alcohol burners, campfires, bonfires, unpermitted controlled burns, burning of yard and household trash, burning of construction debris, burning of organic debris, and igniting of fireworks.
- D. **Fixtures and Alterations.**
1. TENANT shall not alter or make additions to the Premises, nor attach or affix any article to the Premises, nor permit any sound device that could be considered "loud and ruckus" or disturbing to the neighbors of the Premises, or in any manner deface the Premises, except as provided for in this Agreement.
  2. TENANT shall not build, construct, change modify or otherwise make any interior or exterior improvements to any building or structure on the Premises, or attach any fixtures in or to the Premises without:
    - a. Securing the LANDLORD'S written consent (which shall in no way be construed as the LANDLORD accepting liability or responsibility for any such interior or exterior improvements); and
    - b. Obtaining any required permit(s) from appropriate Governmental Agency with jurisdiction.
  3. Failure to receive such prior written consent and any applicable permit(s) for such improvements shall be considered a breach of this Agreement, and grounds for termination.
  4. Any interior or exterior improvements made to the Premises by TENANT shall be the responsibility of TENANT to maintain at its own expense. The LANDLORD shall in no way be held liable for any damage or harm caused to any person or property that in any manner results from, or is in any way related to, such interior or exterior improvements added to the Premises by TENANT.
- E. **Signs.** Any signs installed by TENANT shall be maintained by TENANT. Notwithstanding the foregoing, TENANT shall not install or locate signs on the Premises without obtaining:

1. LANDLORD'S written consent; and
  2. Any required permit(s) from the any Governmental Agency with jurisdiction.
- F. **Political Activity.** TENANT is not permitted to endorse any political activity through the use of the Premises. TENANT will not use the facilities to promote the election of particular candidates for public office or to promote particular political causes, nor will they allow other organizations or individuals to use the facilities in a manner that might be construed as promoting particular candidates or political issues beyond what would be allowed in other facilities owned by the LANDLORD.
- G. **Use of County Buildings.** Buildings on the Premises shall be used for their designed purposes only. These buildings are never to be used for storage beyond that specifically indicated in the approved and permitted design plans.
- H. **Alcoholic Beverages.** The possession, consumption or sale of alcoholic beverages shall be strictly prohibited on the Premises. LANDLORD may, at its sole discretion, immediately terminate this Agreement upon TENANT'S breach of this Section. Termination of this Agreement pursuant to this Section shall not be subject to the default and opportunity to cure provisions contained in Section 17 herein.
- I. **Outdoor Events.** TENANT is prohibited from conducting, either for its own benefit or for the benefit of another organization or individual (for profit or not-for-profit), any outdoor events on the Premises for fundraising or any other purpose. This prohibition shall be equally applicable to events that are free to the public or subject to an entry fee or donation.
- J. **Outside Amplification.** There shall be no amplification of sound occurring from the Premises.
- K. **Parking.** Parking shall be permitted on the Premises only and is strictly prohibited elsewhere, including, but not limited to, abutting streets and private properties. No vehicle abandoned or disabled or in a state of non-operation shall be left upon the Premises and TENANT shall enforce this restriction against TENANT'S employees, volunteers, agents, visitors, licensees, invitees, contractors, and clients. No overnight parking is permitted.
- L. **On-Site Storage.** Notwithstanding Section 9(G), TENANT may, but is not required to, install temporary storage units on the Premises, behind the buildings, in the event TENANT needs them. Notwithstanding the above, TENANT shall not place them in the parking area, nor permit such storage units to be on site for more than six (6) months. LANDLORD may, in its sole discretion, revoke this provision by providing written notice to TENANT.

**SECTION 10 Required Permitting and Licensing.**

- A. TENANT shall observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve TENANT of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.
- B. TENANT shall maintain all required federal, state, and local permits and licensing needed for operation on the Premises.
- C. Copies of all licenses and permits must be provided to the LANDLORD annually and must be conspicuously displayed on the Premises at all times.

**SECTION 11 Access to Premises.**

- A. Absent the existence of exigent circumstances – the existence of which shall be determined at the sole discretion of the LANDLORD – TENANT shall have unlimited access to the Premises. Should an exigent circumstance arise whereby the LANDLORD must restrict TENANT’S use of the Premises, the LANDLORD shall not be liable to TENANT for any damages including loss of use that may occur to TENANT or TENANT’S property regardless as to whether or not such damages were foreseeable. Notwithstanding the foregoing, the LANDLORD shall make every reasonable accommodation to mitigate any damages to TENANT or TENANT’S property in the event of an exigent circumstance.
- B. Authorized representatives of the LANDLORD, including contractors providing services on behalf of the LANDLORD, shall have the right to enter the Premises at any time in order to:
  - a) Determine whether the Premises are in good condition;
  - b) Determine whether TENANT is complying with its obligations under this Agreement;
  - c) Serve, post, or keep posted any notices required or allowed under the provisions of this Agreement; and
  - d) Maintain and make repairs to the Premises.
- C. The LANDLORD shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of the LANDLORD’S entry on the Premises, except damage resulting from any negligent acts or omissions of the LANDLORD or its authorized representatives, in accordance with Section 768.28, Florida Statutes.

**SECTION 12 Cleanliness of Premises; Hazardous Materials.**

**A. Cleanliness.**

1. TENANT shall ensure that the Premises is at all times kept and maintained in a clean and uncluttered manner.
2. The LANDLORD reserves the right to determine whether or not TENANT is in violation of cleanliness standards.

**B. Hazardous Materials and Waste Disposal.**

1. TENANT will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants on the Premises or in or around any buildings on the Premises (including the parking lot).
2. TENANT shall immediately notify the LANDLORD and appropriate governmental agencies and authorities having jurisdiction if a spillage or any type of leak or release of such hazardous materials or contaminants occurs and shall take complete corrective action to clean and remove any such materials or contaminants in order to bring the Premises back into compliance with any procedures established by such authorities.
3. All remediation of hazardous waste and contaminants shall be done at TENANT'S sole expense.
4. Once such remediation is completed, TENANT shall provide the LANDLORD and appropriate governmental agencies and authorities having jurisdiction with appropriate evidence of such.

**SECTION 13 Insurance.** TENANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the LANDLORD'S review or acceptance of insurance maintained by TENANT, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by TENANT under this Agreement.

- A. TENANT shall require and ensure that each of its sub-contractors/consultants providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.
- B. TENANT shall have in force the following insurance coverage, and will provide Certificates of Insurance to the LANDLORD prior to commencing operations under this Agreement, on an annual basis throughout the term of this Agreement, and prior to executing any renewals of this Agreement, to verify such coverage:

1. **Commercial General Liability** - TENANT shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, to cover the TENANT, the LANDLORD, and any others designated by the LANDLORD against liability for all operations including but not limited to contractual, products and completed operations, injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Premises. Additionally, TENANT agrees to endorse the LANDLORD as an Additional Insured with CG 2026 Additional Insured endorsement or its equivalent and a waiver of right of recovery endorsement to all commercial general liability policies. The additional insured shall be listed in the name of Orange County, Florida.
  2. **Sexual Abuse and Molestation Coverage** for all education events directed to minors with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit either shall apply separately to this Agreement or shall be at least twice the required occurrence limit.
  3. **Professional Liability** – TENANT shall maintain coverage for all professional services provided to its clients with limits of not less than \$1,000,000 per incident.
  4. **Workers' Compensation** - TENANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the LANDLORD if services are being provided at LANDLORD facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis.
  5. **Business Automobile Liability** – TENANT shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 per occurrence. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- C. When a deductible exceeds one hundred thousand (\$100,000), the LANDLORD reserves the right to request a copy of TENANT'S most recent audit or review of their organizational financial statements certified by a CPA. For policies written on a "Claims-Made" basis, TENANT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the

right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Agreement TENANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve TENANT of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this Agreement must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the LANDLORD for the approval of the LANDLORD’S Risk Management Division.
- F. All such coverages shall be primary and contributory with any insurance or self-insurance maintained by the LANDLORD. TENANT shall notify the LANDLORD in writing, not less than thirty (30) days prior to any material change or non-renewal of any of the coverage’s required in this Agreement, and such insurance provider shall be required to notify the LANDLORD no less than thirty (30) days prior to any cancellation of any insurance coverage.
- G. TENANT shall require and ensure that all of its contractors, sub-contractors and service providers providing services in or through the Premises shall secure and maintain insurance of the types and limits required in this Agreement, for the duration of the Agreement and any extensions of the Agreement.
- H. In addition to the certificate(s) of insurance, TENANT shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the LANDLORD or its certificate management representative. The certificates shall clearly indicate that TENANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the LANDLORD. Certificates shall specifically reference this Agreement. The certificate holder shall read:

Orange County, Florida  
ATTN: Risk Management Division  
109 East Church Street, Suite 200  
Orlando, Florida 32801

**SECTION 14 Indemnity.**

- A. To the fullest extent permitted by law, TENANT shall defend, indemnify, and hold harmless the LANDLORD, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of

TENANT or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including volunteers); excepting those acts or omissions arising out of the sole negligence of the LANDLORD. Nothing herein constitutes a waiver of the LANDLORD'S sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes.

- B. TENANT shall take on responsibility for, and fully indemnify the LANDLORD against, any claims for any injuries to person or property that were caused by any animals within the custody or care of TENANT. At no point shall the LANDLORD be held responsible or liable for any injuries to person or property caused by any animals within the custody or care of TENANT.

**SECTION 15 Party Relationship.** TENANT'S relationship with the LANDLORD shall be that of a tenant and landlord, respectively. Nothing contained on this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between TENANT and the LANDLORD. TENANT'S employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the LANDLORD for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Agreement.

**SECTION 16 Protection of Persons and Property.**

- A. TENANT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. TENANT shall take all reasonable precautions for the safety and protection of:
1. All employees and all persons whom TENANT suffers to be on the Premises and other persons who may be affected thereby; and
  2. All property, materials, and equipment on the Premises under the care, custody, or control of TENANT; and
  3. Other property at or surrounding the Premises including trees, shrubs, lawn, walk, pavement, and roadways.
- B. TENANT agrees that the LANDLORD does not guarantee the security of any equipment or personal property brought onto LANDLORD property by TENANT, its agents, volunteers, or employees and further agrees that the LANDLORD shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss. TENANT shall be responsible for insuring in an amount not less than the full replacement value of TENANT'S furniture, equipment, supplies, and any other property owned, leased, or possessed by it.

- C. The LANDLORD shall have no liability to TENANT, its employees, agents, invitees, or licensees for losses due to theft or burglary, unless caused by the negligent acts or omissions of the LANDLORD or its authorized agent, or for damages done by unauthorized persons on the Premises and neither shall the LANDLORD be required to insure against any such losses.
- D. TENANT shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This includes, but is not limited to, the following:
  - 1. Occupational Safety & Health Administration (“OSHA”)
  - 2. National Institute for Occupational Safety & Health (“NIOSH”)
  - 3. National Fire Protection Association (“NFPA”)
- E. TENANT must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address:  
<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>
- F. TENANT shall be held responsible for any and all damage resulting from, or in any way related to, its use of the Premises. Consequently, to mitigate its liability as stated in this Agreement, TENANT hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Premises, as may be requested by the LANDLORD.
- G. In any emergency affecting the safety of persons or property, TENANT will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.
- H. TENANT will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

**SECTION 17 Termination.**

- A. **Termination for Convenience.** Either party may terminate this Agreement at any time and for any reason by providing at least one hundred and twenty (120) days written notice to the other party.
- B. **Early Termination.** The LANDLORD may terminate this Agreement at any time should TENANT fail to comply with the provisions of this Agreement, or the responsibilities, duties, or restrictions set forth in **Exhibit B** and **Exhibit C**. The following shall be considered an act of default, and grounds for termination:

1. Loss of status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code;
  2. Failure to maintain insurance as required by this Agreement, or any amendment to this Agreement; or
  3. Failure to perform or adhere to any of the provisions of this Agreement, including maintenance of the Premises.
- C. **Opportunity to Cure.** In the event of default by TENANT, the LANDLORD, at its sole discretion, may provide TENANT written notice of default specifying the nature of the default and an opportunity to cure within the designated time period.
- D. **Termination for Cause.** The failure of TENANT, its employees, or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement.
1. If the breach of this Agreement, as determined by the LANDLORD, is not material and can be readily cured, the LANDLORD may, in its sole and absolute discretion, provide TENANT with written notice with opportunity to cure the breach within a timeframe provided by the LANDLORD in that notice. Should TENANT fail to cure the breach within the timeframe provided, the LANDLORD may terminate this Agreement by providing TENANT with a thirty (30) day notice of termination.
  2. If the breach of this Agreement, as determined by the LANDLORD, is material and cannot be readily cured, the LANDLORD may terminate this Agreement by providing TENANT with a thirty (30) day notice of termination.
  3. In the event the LANDLORD terminates this Agreement due to significant damage to the Premises that results from TENANT'S negligence or intentional misuse of the property, LANDLORD may require TENANT to reimburse LANDLORD for all expenses to bring Premises to substantially the same condition, absent standard and permissible wear and tear, as on the date that the Agreement commences. This clause shall survive the termination of this Agreement.
- E. **Damage by Force Majeure.**
1. This Agreement may be terminated by either party by providing a thirty (30) day written notice should the Premises or any substantial portion of the Premises, are damaged and rendered uninhabitable or untenable and:
    - a. Such damage is an "act of God" that occurred through no fault of either the LANDLORD or TENANT; and

- b. The LANDLORD determines, in its sole discretion, that it either cannot, or will not, restore or repair the Premises, to a habitable or tenable condition within a reasonable period of time.
- 2. The LANDLORD shall provide TENANT with written notice of its decision on whether or not the LANDLORD will restore or repair the Premises no later than sixty (60) days after the Premises Buildings are rendered uninhabitable.
- 3. Under no circumstances shall the LANDLORD pursuant to this "Force Majeure" Provision:
  - a. Have the obligation to restore or rebuild the Premises;
  - b. Provide TENANT with any alternative facilities; or
  - c. Compensate TENANT for any relocation caused by force majeure.
- F. Nothing in this Agreement shall be construed to interfere with the LANDLORD'S absolute right to terminate this Agreement without cause.

**SECTION 18 Keys and Redelivery of Premises.**

- A. The LANDLORD Representative shall be responsible for issuing keys, or replacement of keys to TENANT for the Leased Premises. The LANDLORD Representative shall also be responsible for coordinating the changing of locks for the Leased Premises with County Facilities Division, if and when needed. TENANT shall be responsible for keeping track of all keys issued to it and to notify LANDLORD Representative of any need for replacement of keys or change of locks as soon as practicable. The LANDLORD shall hold TENANT responsible for the associated costs of replacing lost keys or changing the locks on the Premises during the term of this Agreement.
- B. TENANT shall, on the expiration or termination of this Agreement, deliver the Premises in as good order and condition as received on the date that the Agreement commences with the exception of reasonable use and ordinary wear and tear of the Premises.
- C. TENANT shall, on the expiration or termination of this Agreement, promptly surrender all keys to the Premises to the LANDLORD.

**SECTION 19 Notices.** Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

PET ALLIANCE EAST SIDE CLINIC  
Lease File #10015

**To the LANDLORD:** Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

-and-

Orange County Real Estate Management Division  
Attention: Manager  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32801

-and-

Orange County Animal Services  
Attention: Manager  
2769 Conroy Road  
Orlando, Florida 32839

**To TENANT:** Pet Alliance of Greater Orlando  
Attention: Contracting Department  
333 South Garland Avenue, 13<sup>th</sup> Floor  
Orlando, Florida 32801

**SECTION 20 Record Management.** TENANT acknowledges that TENANT, and any and all of its subcontractors' providing services, or otherwise performing pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

- A. **Maintenance.** For the duration of this Agreement, TENANT shall establish and maintain books, records, and accounts of all activities related to this Agreement and its obligations pursuant to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.
- B. **Retention.** Books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be retained by the TENANT for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the TENANT shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.
- C. **Access.** Books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be open to inspection and auditing during regular business hours by the LANDLORD, or any other authorized representative of the LANDLORD.
- D. **Public Records.** All books, records, and accounts related to the performance of TENANT'S obligations under this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books,

records, and accounts created by the TENANT, or provided to the TENANT pursuant to this Agreement, are public records and the TENANT agrees to assist the LANDLORD in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

**SECTION 21 General Provisions.**

- A. **Compliance with Laws and Regulations.** TENANT shall comply with all federal, state, and local laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Premises by the TENANT or the operations at any time thereon transacted by the TENANT, and TENANT shall comply with all reasonable rules which may be hereafter adopted by the LANDLORD for the protection, welfare, and orderly management of the Premises.
- B. **Equal Employment Opportunity.** Pursuant to Section 17-288, Orange County Code, the LANDLORD shall not extend public funds or resources in a manner that would encourage, perpetuate, or foster discrimination. As such, any and all person(s) doing business with the LANDLORD shall recognize and comply with the LANDLORD'S "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the LANDLORD'S relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the LANDLORD'S commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:
1. The TENANT represents that the TENANT has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
  2. The TENANT agrees that, on written request, the TENANT shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the LANDLORD, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the TENANT shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
  3. The TENANT agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this section shall be incorporated into and become a part of the subcontract.

- C. **Warranty of Quiet Enjoyment.** Except as otherwise explicitly stated in this Agreement, upon keeping and performing its obligations under this Agreement, TENANT shall peacefully and quietly hold, occupy, and enjoy the Premises during the term of this Agreement.
- D. **Eminent Domain.** If the whole or any part of the property of which the Premises is a part, shall be taken by any public authority under the power of eminent domain, so that the TENANT cannot continue to operate its services in the Premises, then the term of this Agreement shall cease as of the day possession is taken by such public authority. The amount awarded for any taking under the power of eminent domain shall belong solely to and be solely the property of the LANDLORD.
- E. **Use of County Logo.** TENANT is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the LANDLORD as per Section 2-3, Orange County Code.
- F. **Radon Gas - Notice to Prospective Tenant.** 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 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 public health unit, pursuant to Section 404.056(8), Florida Statutes.
- G. **Mold - Notice to Prospective Tenant.** TENANT agrees to hold the LANDLORD harmless, to the fullest extent permissible under Section 768.28, Florida Statutes, in the event any mold contaminants are discovered on the Premises. TENANT understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. TENANT agrees that in the event mold-like contamination is discovered, this condition will be reported to the LANDLORD.
- H. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the LANDLORD'S sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.
- I. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the prior, written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

- J. **Waiver.** No waiver of any of the covenants and agreements in this Agreement contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements in this Agreement.
- K. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Agreement shall preclude any other or further exercise of any right, power, or remedy.
- L. **Liability.** The LANDLORD shall not be liable to TENANT for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Agreement or any breach by the LANDLORD of this Agreement, regardless of any notice of the possibility of such damages.
- M. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated with this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.
- N. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.
- O. **No Consent to Sue.** The provisions, terms, or conditions of this Agreement shall not be construed as consent of the State of Florida to be sued because of said leasehold.
- P. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.
- Q. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

- R. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- S. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- T. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- U. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- V. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- W. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- X. **Written Modification.** Unless otherwise explicitly stated in this Agreement, no modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

**SECTION 22 Entire Agreement.** This Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

*(Signature pages and exhibits follow)*

PET ALLIANCE EAST SIDE CLINIC  
Lease File #10015

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement on the dates indicated below.

**"LANDLORD"**  
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 12 December 2023

ATTEST: Phil Diamond, CPA, County  
Comptroller  
As Clerk to the Board of County  
Commissioners

By: *Jennifer Lane-Klimetz*  
Deputy Clerk

Printed Name: Jennifer Lane-Klimetz

Date: DEC 12 2023

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Lease Agreement on the dates indicated below.

**"TENANT"**

**PET ALLIANCE OF GREATER ORLANDO, INC.**  
a Florida nonprofit corporation

By: Stephen Barclay

Print Name: Stephen Barclay

Title: EXECUTIVE DIRECTOR

Date: Nov 7, 2023

**STATE OF  
COUNTY OF**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization this 7<sup>th</sup> of November, 2023, by Stephen Barclay as Executive Director, on behalf of Pet Alliance of Greater Orlando, Inc., a non-profit organization. The individual ☐ is personally known to me or ☐ has produced: drivers license as identification.

(Affix Notary Stamp)



Brandy Lynn Bennett  
Notary Signature

Brandy Lynn Bennett  
Printed Notary Name  
Notary Public of:  
My Commission Expires: 01/24/2025

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PREMISES**

The Lease Premises is a portion of the property that is located at 12050 East Colonial Drive, Orlando, Florida 32826-3909

**A. Description of the Parent Property**

The West 400 feet of the Southwest 1/4 of the Northeast 1/4, and the West 400 feet of the North 1/4 of the Northwest 1/4 of the Southeast 1/4 and that part of the West 400 feet of the Northwest 1/4 of the Northeast 1/4 lying South of the southerly right-of-way line of State Road #50, All in Section 22, Township 22 South, Range 31 East.

PARENT PARCEL IDENTIFICATION NUMBER: 22-22-31-0000-00-003



**EXHIBIT B**  
**SCOPE OF SERVICES**

**PURPOSE.**

The Mission of the Pet Alliance of Greater Orlando, Inc. (TENANT) is to educate, shelter, places, and heal pets and their families with compassionate, responsible care maintained to the highest professional standards and create more caring communities by promoting happier, healthier pets and their families, Pet Alliance or Greater Orlando, Inc. is dedicated to providing low-cost spay/neutering and vaccine services to all of Central Florida.

**SCOPE OF SERVICES.**

1. TENANT shall provide staff to maintain and operate the Premises at no cost to LANDLORD.
2. TENANT shall use the Leases Premises for spay/neuter clinic to offer large volume, low-cost sterilization surgeries, including anesthesia, pre- and post-operative medications, microchip implants and their delivery systems, and rabies vaccinations, as well as associated veterinary services specifically for outpatient procedures. TENANT agrees to staff the Leased Premises with a veterinarian(s) licensed by and in good standing with the Florida Department of Business and Professional Regulation.
3. TENANT shall conduct a minimum of 400 spay/neuter surgeries monthly, barring any natural disaster or emergency.
4. TENANT by the 10th of every month, shall send the number of completed spay/neuter surgeries, separated by dogs and cats, for the month prior to the LANDLORD representative.
5. TENANT shall contract for and provide all utilities for the Leased Premises, including electrical, water, sewer, fire protection service, gross receipt taxes, or any other cost that the local utility company may add to its monthly utility bill during the duration of the Lease Term.
6. Orange County Government Partnership – All collateral materials for marketing purposes and webpages for the East-Side Clinic shall mention Orange County Government or Orange County Animal Services, in an effort to highlight the partnership between the two entities.
7. LANDLORD and TENANT shall maintain the LEASED Premises and shall be responsible for all costs and maintenance, operations, system repair, and janitorial services, etc., as outlined in **Exhibit C**.
8. TENANT shall at all times during the term of this Agreement, maintain all of the insurance required in Section 13 of the Agreement.
9. TENANT will not make use of any part of the Premises for "inherently religious activity", including but not limited to; worship, religious instruction, or proselytization, within the meaning of Title 24 Code of Federal Regulations Section 570. TENANT will not discriminate

against a beneficiary or prospective beneficiary of the services to be provided at the Premises on the basis of religious beliefs, nor discriminate on any other basis prohibited by applicable local, state and federal laws, rules and regulations.

Accordingly, TENANT and LANDLORD will not at any time, discriminate against any person on the grounds of; race, color, religion, national origin, or sex; or deny any person the benefits of, or subject any person to discrimination, with respect to the Premises. TENANT and LANDLORD will comply with: 42 U.S.C 5301, et seq., 42 U.S.C. 6101, U.S.C. 794, 24 CFR 570.602 and 24 CFR Part 6. TENANT and LANDLORD will also at all times comply with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq) and implementing regulations in 24 CFR Part 1. TENANT and LANDLORD will also not discriminate on the basis of Age under the Age Discrimination Act of 1975 (42 U.S.C. 6101, et. seq) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8.

10. TENANT shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations at the Premises. TENANT will take responsible precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to:
  - a) all staff, employees, volunteers, clients, and visitors
  - b) all property, materials and equipment under the care and custody of TENANT
  - c) other property at or surrounding the Premises to include the grounds, pavement, sidewalks, and landscaping.
11. TENANT shall adhere to the following with regard to Reporting, Records, Monitoring and Evaluation:
  - a) TENANT shall provide to LANDLORD, quarterly and annual reports which shall include certain data and demographic information for those individuals' receiving services through the Premises for that respective year. Said data shall include information for; clients served, services provided, outcomes achieved and any other data that may be required to adequately evaluate the program's effectiveness. Such reports shall be submitted to the LANDLORD before the end of each fiscal year (September 30<sup>th</sup>) for the duration of the Term.
  - b) The LANDLORD shall perform monitoring visits annually or more frequently to ensure compliance and assess the progress of TENANT'S performance.
  - c) TENANT shall keep orderly and complete records of its accounts and shall keep those records open for inspection by LANDLORD personnel during reasonable hours during the entire term of the Agreement, plus an additional period of five (5) years after termination of the Agreement. TENANT agrees that any person duly authorized by the LANDLORD shall have full access and right to examine such records.
  - d) TENANT shall collaborate with and maintain ongoing communication with LANDLORD Representative regarding day-to-day operations of the Premises.

**EXHIBIT C**  
**MAINTENANCE AND REPAIR RESPONSIBILITY**

Landlord and Tenant acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Premises:

Portion of the Premises:	Party responsible for maintenance, repair, and replacement:	Comments and Exceptions:
Cabinets, Vanities, and Countertops	LANDLORD	
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	LANDLORD	
Changes / Additions to Building	LANDLORD	
Common Area Maintenance	LANDLORD	
Dumpsters / Trash	LANDLORD	
Elevators	N/A	
Exterior Cleaning	LANDLORD	
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	LANDLORD	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	LANDLORD	
Exterior Lighting (Pole and Building Fixtures)	LANDLORD	
Exterior Painting	LANDLORD	
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	LANDLORD	
Exterior Walls, Building Envelope, and other Structural Components	LANDLORD	
Exterior Windows	LANDLORD	
Fire Alarm Systems (including False Alarms)	LANDLORD	
Fire Extinguishers	LANDLORD	
Generators	N/A	
HVAC (including Preventative Maintenance Filters, Repairs, and Replacement)	LANDLORD	
Interior Doors (including Closure Devices, Frames, Molding, etc.)	LANDLORD	
Interior Electrical: Main Switchgear & Breakers	LANDLORD	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	LANDLORD	
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	LANDLORD	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	LANDLORD	

PET ALLIANCE EAST SIDE CLINIC  
Lease File #10015

Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	LANDLORD	
Irrigation Systems (including Controllers, Pumps)	LANDLORD	
Janitorial	TENANT	Pet Alliance also responsible for nightly vacuuming and spot cleaning carpet
Landscaping (including Debris Clean-up & Storm Drainage)	LANDLORD	
Life Safety / Fire Sprinklers / Fire Hood Suppression	LANDLORD	
Locks / Key Management	LANDLORD	LANDLORD responsible at TENANT'S expense
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	LANDLORD	
Parking Lot and Driveway (including Hardscapes)	LANDLORD	
Pest Control (including removal/disposal of dead animals)	LANDLORD	
Roof	LANDLORD	
Security Systems / Cameras	TENANT	
Signage	LANDLORD	
Utilities – Electrical and Waste Disposal	TENANT	
Utilities – Internet Access, Phones, IT equipment	TENANT	
Utilities – Water / Sewer	TENANT	
Other:		
Other:		
Other:		
Other:		