

SUBMIT OFFER TO:
Via Bonfire Web Portal
UNIVERSITY OF CENTRAL FLORIDA
 Phone:(407) 823-2661
www.procurement.ucf.edu
<https://ucfprocurement.bonfirehub.com/opportunities/57010>

Your submission must be uploaded, submitted, and finalized prior to the closing time on **March 30, 2022 @ 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See **Appendix IV** for submittal instructions.

University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

Page 1 of 71 Pages

OFFERS WILL BE OPENED: **March 30, 2022 @ 3:00PM EST**

ITN NO: **2021-12TCSA**

and may not be withdrawn within **120** days after such date and time.

UNIVERSITY ADVERTISING DATE:

February 14, 2022

ITN TITLE: **Retail Space Lease at Knights Plaza**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME

REASON FOR NO OFFER

VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

POSTING OF PROPOSAL TABULATIONS

AREA CODE

TELEPHONE NO.

Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

TOLL FREE NO.

FAX NO.

Government Classifications

Check all applicable

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Supplier are to be initialed.

3. NO OFFER SUBMITTED: If not submitting an offer, respond
I certify that this offer is made without prior understanding.

agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

by returning only this offer acknowledgment form, marking it "NO OFFER," and explaining the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, the Supplier must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the Proposer's risk.

(c) **INVOICING AND PAYMENT:** All Suppliers must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Division of Finance
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <https://fa.ucf.edu/travel-payables-forms/>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Supplier interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1082; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment amount is due, the amount of the payment; and, shall ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) 2021-12TCSA

FOR

RETAIL SPACE LEASE AT KNIGHTS PLAZA

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) Board of Trustees for the benefit of the UCF Convocation Corporation to enter into an agreement with a “Tennant” for the lease of a retail space at the “**Knights Plaza**” facility located on the UCF main campus adjacent to the UCF Arena.

The selection of a Tenant will be based on the Respondent’s overall perceived benefit to the University as determined through the proposal evaluation process described herein and shall be subject to the approval of and acceptance to the University of Central Florida (UCF). Refer to Section 2.8 for award evaluation criteria.

Respondents are encouraged to propose creative and innovate solutions to increase the perceived value of its proposal to the University through marketing opportunities, naming rights opportunities, work in-kind, gift agreements, corporate sponsorships, or any other creative method that is in accordance with all State of Florida Statutes and Laws.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix I) must always be performed by the Respondent.

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent’s proposal, and all the terms and conditions found in any resulting contract. A sample of UCF’s standard terms and conditions can be viewed at <http://www.procurement.ucf.edu>. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF’s best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent’s offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent’s offer is not in UCF’s best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent’s initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose proposal may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF’s best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 ABOUT UCF

UCF Campus Environment

The UCF campus is 13 miles east of downtown Orlando and adjacent to one of the top research parks in the nation. The university also has a fully accredited College of Medicine, founded in the Medical City at Lake Nona.

With more than 69,000 students, UCF is the second-largest university by enrollment in the nation. UCF researchers received 204 million in fiscal year 2020 for funded research. In Fall 2020, the freshman class had an average SAT combined score of 1332, the Burnett Honors College enrolled 1872 students, and the number of incoming National Merit Scholars ranked UCF among the top 40 colleges and universities.

The university offers 224-degree programs with 99 bachelor's, 88 master's, 34 doctoral and 3 specialists degree programs, and leads all universities in Florida in conferring more than 16,000 degrees a year. UCF is committed to innovative community partnerships, world-class research with local impact, and the integration of technology and learning. from UCF's main campus, hospitality campus, health sciences campus and its ten regional locations.

Additional information is available at http://www.ucf.edu/about_ucf

Athletics & Campus Life

UCF is a member of the National Collegiate Athletic Association (NCAA) and the American Athletic Conference. For additional information regarding UCF Athletics please visit www.ucfknight.com. In addition, UCF offers many recreational sports including intramural sports, club sports, and fitness programs.

UCF has over 650 social clubs and organizations, plus an array of academic resources to help students succeed in school and as alumni. From orientation to graduation, the UCF experience creates opportunities that last a lifetime.

Academic Calendar

The University of Central Florida academic schedule consists of two semesters (Fall and, Spring), and the Summer term. The Fall and Spring semesters are approximately 14 weeks long, with a 4-week break (no classes held) between semesters. The Summer term ranges from 6 to 12 weeks.

Specific dates can be found at <https://calendar.ucf.edu>

University Dining Facilities and Services

Residential dining is comprised of two main Dining facilities: "63' South" which is located on the southern end of the campus, is approximately 19,500 square-feet, has a seating capacity of 500, and is currently serving on average 3,100 meals per day. The other dining facility is "Knights" which located on the northern end of campus at Knights Plaza, is approximately 16,200 square feet.

Housing

On-campus and affiliated housing includes 11 communities and provides beds for approximately 12,000 students ranging from first-year to graduate students.

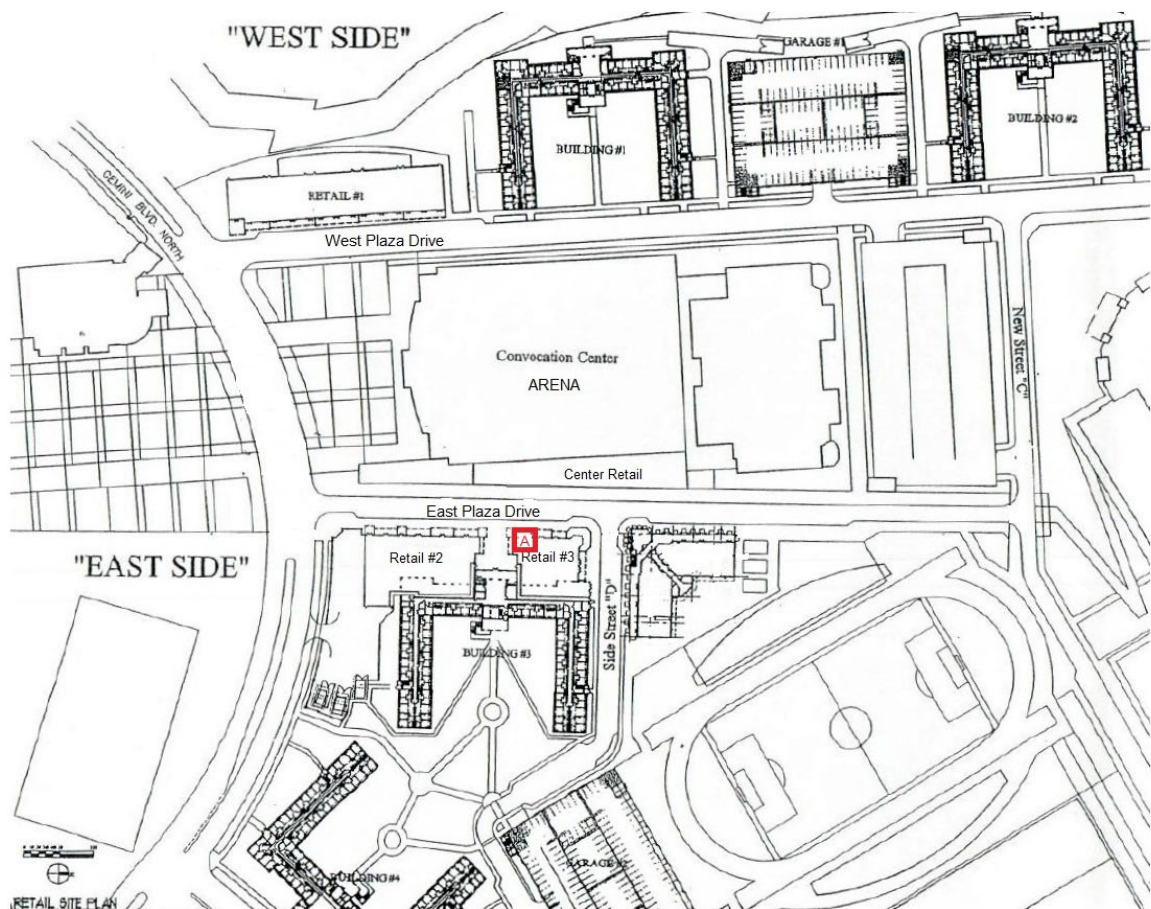
1.4 Knights Plaza

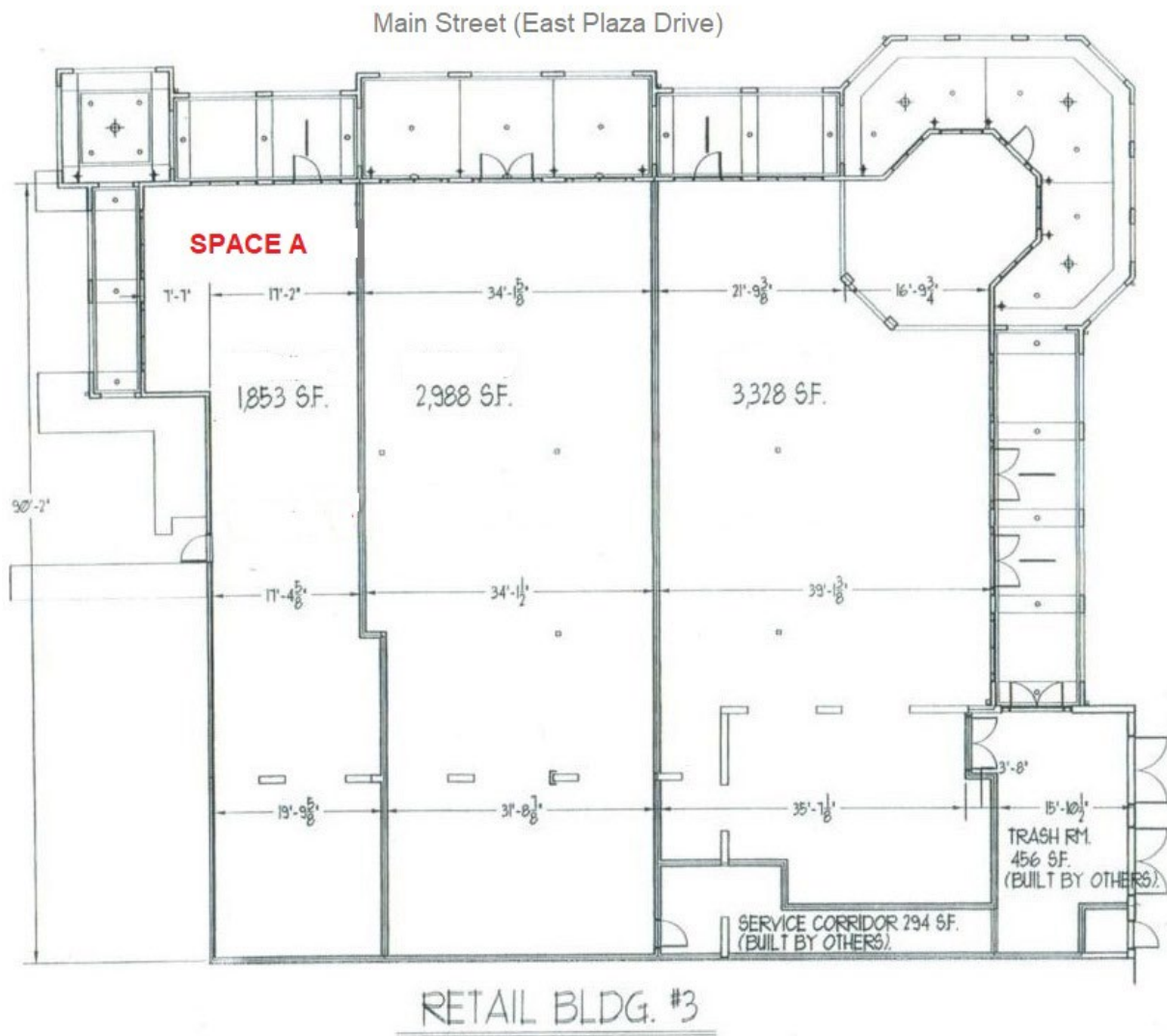
Knights Plaza is the “Campus Town Center” and sits at the north end of the University of Central Florida's Orlando Campus. The plaza includes housing for more than 2,000 students in four towers, 183,000 square feet (17,000 m²) of commercial space, a 10,000-seat Arena, and a 2,300-seat Venue at UCF Arena. The Arena hosts a diverse lineup of shows, entertainers, and special events, and is home to UCF's men's and women's basketball.

Available Retail Space:

The Knights Plaza facility currently has one retail space available. Refer to Exhibits A and B for details.

“SPACE A” Located in “Retail Center #3” is approximately 1,853 SF





2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Trinh Nguyen
Procurement Services Department
12424 Research Parkway
Orlando, FL 32826-3248
trinh.nguyen@ucf.edu
PH: 407-823-2661

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted on UCF's Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
February 14, 2022	Invitation To Negotiate advertised
March 3, 2022, 11:00AM EST	Non-mandatory pre-proposal meeting and site visit; 12479 Research Parkway, Bld 600, 32826.
March 9, 2022, 1:00PM EST	Last day to submit communications and/or inquiries in writing only; preferably by email to trinh.nguyen@ucf.edu (buyer)
March 16, 2022	Responses to inquiries and Addenda
March 30, 2022 3:00PM EST	Deadline for Offer submission at 3:00 p.m. EST (ITN opening)

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate on Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix I and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix I will always stay as they are and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **March 9, 2022 by 1:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries are to

be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

2.4 Respondents' Conference and Site Visit

Non-mandatory pre-proposal conference will be conducted on **March 3, 2022 @ 11:00 a.m.** at the Business Service Department, in the Conference room located at:

**Business Services Department
Orlando Tech Knights Plaza
12479 Research Parkway, Suite 600
Orlando FL 32826**

Please review this information before attending the meeting:

<https://www.ucf.edu/coronavirus/resources-for-visitors-vendors-contractors/>

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer/Proposal Opening Date

Proposals will be received and opened on **March 30, 2022 at 3:00 p.m.** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, including facsimile and electronic mail, offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
 1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all

- responsive offers;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluators or other boards (if any);
 6. Select the proposer(s) whose offer(s) is the best value to the university;
 7. Select a negotiation team, (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s), determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses (refer to Section 3.0)

Evaluation Criteria	Max Points
1. Proposers Experience and Qualifications	20
2. Type of products or services offered (use of space)	20
3. Base Rent Offer (\$ per square-foot)	40
4. Facility Investment/Improvements (Finishes, Fixtures, and Equipment)	10
5. Marketing, Corporate Sponsorship, and Goodwill.	5
6. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (APPENDIX I)	5

Evaluation of Responses Point Total	100
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Each evaluator must independently score, each offer in UCF's Bonfire Web Portal, in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Specialist identified in section 2.1**, will forward a summary to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Procurement Services Specialist**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

- D. Decision Maker shall obtain approval from the University Board of Trustees to award a contract exceeding the Delegation of Authority, per Policy BOT-4.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for 120 days after the offer submission date.

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your bid detailing what provisions, if any, Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential," "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and received on a timely basis, i.e., not later than **March 9, 2022 by 1:00 PM**, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

2.16 Definitions

Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITN and the Respondent's offer.

Commission – a percentage of Net sales paid to the University.

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

Gross Sales - shall mean the total income received from the sale of all taxable and tax-exempt goods and services.

May, Should – Indicates something that is not mandatory, but permissible, recommended, or desirable.

Minor Irregularities – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Net Sales - shall mean Gross Sales less deductions for sales returns, discounts, and allowances to customers for damaged or defective goods sold on the Premises, less sales tax paid by the Vendor to any government agency which was collected from customers.

- No deduction from Sales receipts shall be made by reason of any credit loss sustained, bad checks, or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements.

Proposal – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Renewal- Contracting with the same Respondent for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent/Offerer - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sales Tax - refers to the Sales Tax (general tax) and the Discretionary Sales Surtax (county tax) the paid to the Florida Department of Revenue on all taxable goods and services. The current rate, as of January 2021 is 6.0%. Note that Rent payments made to the University are subject to Sales tax.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, “Vendor”, “Contractor”, and “Tennant”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” or “vendor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the

Respondent that certifies them shall be responsible for their actions and omissions.

University's Contract Administrator - The University's designated liaison with the Respondent. In this matter UCF's Contract Administrator will be appointed by the "UCF Business Services department".

University – University of Central Florida

2.17 Procurement Rules

- A. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words "should" or "may" are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.18 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Respondent's reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

2.19 Indemnification/Insurance

Contractor shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, losses, actions, damages, suits, proceedings, judgments from claims, costs and expenses (including all costs for investigation and defense thereof, including but not limited to, court costs, paralegal and expert fees and reasonable attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to, or destruction or loss of any property of the University, or injury to or death of any person resulting from or arising out of or in connection with the performance of this contract, or resulting from the acts or omissions of Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by University's negligence or by the joint negligence of University and any person other than Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision, or (ii) arising out of or in connection with the Contractor to keep, observe or perform any of the covenants or agreements in this contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any action by Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision. University agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligation under this section, Contractor shall engage counsel reasonably acceptable to University. In any suit, action, proceeding, claim or demand brought in respect of which the University may peruse indemnity, the University shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the University unless (1) the Contractor and the University shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the University, or (3) the University and the Contractor are both named parties in any such proceeding and, in the sole judgment of the University, representation of both the University and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of the above stated instances, Contractor shall be responsible for all of the legal fees and expenses. The indemnification provisions of this section shall survive the expiration or earlier termination of this contract with respect to any acts or omissions occurring during the term of the contract.

- A. If any part of a delivery to the University pursuant to this contract is protected by any patent, copyright, trademark, other intellectual property right or other right, Contractor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
- B. Up to the amount expressly authorized by F.S. 768.28 and the Constitution of the State of Florida, UCF shall hold the Contractor, its officers, employees and agents harmless from and indemnify each of them against any and all liabilities, actions damages, suits, proceedings and judgments from claims arising or resulting from the acts or omissions of University employees or the acts or omission of others under UCF's supervision and control while acting within the scope of their

employment or agency.

- C. In any and all claims against the University, or the UCF Board of Trustees, or any of the University's officers, employees, agents and/or servants, by any employee of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- D. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the University may have as to any party or person described herein.

Insurance

Refer to Knights Plaza Space Lease Agreement (Appendix V, Section 20) for coverage requirements.

- A. **Certificates of Insurance:** The "University Of Central Florida Board Of Trustees" is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Mail: **University of Central Florida**

Risk Management

e-mail: RiskManagement@ucf.edu

- B. UCF shall maintain Fire and Extended Coverage insurance on the premises occupied by Tennant. In the event the premises is partially or totally destroyed by fire or otherwise, during the term of this contract, UCF shall, at its sole option, terminate this contract, repair the premises or rebuild the premise; and in the event of partial destruction which leaves the premises uninhabitable, or in the event of total destruction, this contract shall, at UCF's sole option, be terminated immediately or be extended for a period of time equal to the time from when the premises became uninhabitable until the premises again became habitable.
- C. Supplier, at its own expense, shall obtain and maintain property insurance to cover all personal property owned by it, and its stock, materials and supplies. Under no condition shall UCF be liable for the personal property, tangible or intangible, of the Supplier or its customers, employees or contractors that might be damaged or destroyed on the premises because of fire or other casualty.

2.20 Term of Contract

Refer to Knights Plaza Lease Agreement (Appendix V, Section 5.7) regarding the definition of "Commencement date".

This Agreement shall be for a **Five (5) year Term** beginning on the Commencement date as defined herein. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.21 Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.22 Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.23 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.24 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Supplier/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Supplier/Payee/Offerer in conjunction with a resultant contract.

2.25 Liaison

UCF's liaison with the successful Respondent, if any, shall be the Director of Business Services and/or his/her designee.

2.26 Conflict of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.27 Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly

involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.28 Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.29 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

1. Knights Plaza Lease Agreement
2. University's ITN and ITN specifications;
3. Respondent's ITN response; and
4. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.30 Public Entity Crimes:

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.31 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and

conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix I of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.32 Secure Handling of UCF Data

The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

2.33 Smoke-Free Policy

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

2.34 Contact with Minor Children

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.35 Reporting of Child Abuse

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

2.36 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the

University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

2.37 E-Verify

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement.

2.38 COVID-19 Compliance Policy

Pursuant to UCF's Emergency COVID-19 Return Policy (<https://policies.ucf.edu/documents/PolicyEmergencyCOVIDReturnPolicy.pdf>), the University requires vendors/contractors and employees to wear a mask or facial covering when indoors and when outdoors but unable to maintain physical distancing of six (6) feet. In addition, before coming

to campus, you are required to complete the COVID self-checker questionnaire (https://ucf.service-now.com/self_checker?id=public) and be cleared each day you plan on coming to campus. Violation of this policy may result in immediate removal from campus. Repeat offenses may result in termination of contract. For additional information regarding COVID and vendors/contractors, please visit <https://www.ucf.edu/coronavirus/resources-for-visitors-vendors-contractors/>.

3.0 REQUIRED OFFER FORMAT

Introduction

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The contract, if any, resulting from this ITN shall incorporate the entire ITN and proposal by reference.

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.1 Respondent/Offer Submittal Sections:

The Proposer shall organize its proposal into the following major sections and provide a response to all sections below (1 – 5).

1. Experience & Qualifications:

Proposals will be rated based upon the number of years and the type of experience provider has providing services similar to those proposed for this ITN. Provide information about the business: such as number of years in business, type of business and products offered, number/location of store(s); average gross revenues; and any other information that helps distinguish you and your business.

2. Types of products or services offered (use of space).

Describe how you will use the leased space, and the type of products and/or services that will be provided.

3. Base Rent Offer (\$ per square-foot):

Indicate the "annual rent" amount you are willing to pay per square foot (sales tax not included).

The minimum acceptable Base Rent is \$24.00 SF (Twenty-Four dollars) per square foot.

Note: The "Additional Rent" (currently \$3.90/SF) described in Section 5 of the Knights Plaza Lease Agreement is in addition to the "Base Rent". Respondent must not combine the "Additional Rent" amount with the "Base" rent amount in Respondent's offer. Only propose the "Base Rent" amount.

4. Facility Investment (Finishes, Fixtures and Equipment).

Proposers are expected to provide details on the investment made into the leased. Details should include:

- a. Expected investment cost for equipment (e.g. Point-Of-Sale equipment, etc.).
- b. Expected investment cost for finishes (decor, service counters, wall/floor finishes,

signage, theme presentation, etc.)

- c. Drawings, renderings, artist's sketch, etc., depicting the look of the finished space (finishes, décor, theme, etc.) are desired.

5. Marketing, Corporate Sponsorship, and Goodwill:

Respondents are encouraged, but not required, to propose creative and innovative revenue contribution solutions to enhance the value of Respondent's offer.

Respondent may propose marketing opportunities, naming rights opportunities, corporate sponsorship, product discounts/giveaways, work-in-kind, gift agreements, promotional plans or any other creative method that is in accordance with all State of Florida Statutes and Laws."

- a. Note that any offer(s) made pertaining to this ITN, must indicate if offer is "Lump Sum", "Annual Contribution", or other form of contribution/offer (i.e. product/service discounts/giveaways, etc.).
- b. Describe the value to the University that your offer provides.
- c. Describe the benefit you (the "Respondent") expect to receive in return (i.e. publicity, advertising space, naming rights, goodwill, etc.).

APPENDIX I
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. **Respondents disagreeing with any term or condition of this ITN are to act to resolve the difference prior to the deadline for inquiries, as noted in this ITN.** A Respondent's disagreement with any non- negotiable section of this ITN may be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.0 General Conditions ** Non-negotiable**	_____	_____	_____
2.1 UCF Representative ** Non-negotiable**	_____	_____	_____
2.2 Calendar of Events **Non-negotiable**	_____	_____	_____
2.3 Communications/Inquiries ** Non-negotiable**	_____	_____	_____
2.4 Conference and Site Visit	_____	_____	_____
2.5 Written Addenda	_____	_____	_____
2.6 Offer Due/Opening Date **Non-negotiable**	_____	_____	_____
2.7 Section Not Used	_____	_____	_____
2.8 Evaluation Criteria and Selection Process ** Non-negotiable**	_____	_____	_____
2.9 Posting of Recommended Solution	_____	_____	_____
2.10 Offer Validity Period	_____	_____	_____
2.11 Public Records Law Compliance ** Non-negotiable**	_____	_____	_____

2.12 Economy of Presentation	_____	_____	_____
2.13 Restricted Discussions/Submissions ** Non-negotiable**	_____	_____	_____
2.14 Verbal Instructions Procedure **Non-negotiable**	_____	_____	_____
2.15 State Licensing Requirements	_____	_____	_____
2.16 Definitions	_____	_____	_____
2.17 Procurement Rules	_____	_____	_____
2.18 Force Majeure	_____	_____	_____
2.19 Indemnification/Insurance **Non-negotiable**	_____	_____	_____
2.20 Term of Contract	_____	_____	_____
2.21 Independent Parties	_____	_____	_____
2.22 Performance Investigations	_____	_____	_____
2.23 Records	_____	_____	_____
2.24 Public Records ** Non-negotiable**	_____	_____	_____
2.25 Liaison	_____	_____	_____
2.26 Conflicts of Interest ** Non-negotiable**	_____	_____	_____
2.27 Employee Involvement/Covenant Against Contingent Fees ** Non-negotiable**	_____	_____	_____
2.28 Employment of Aliens	_____	_____	_____
2.29 Contractual Precedence	_____	_____	_____
2.30 Public Entity Crimes	_____	_____	_____
2.31 Non-negotiable Terms and Conditions ** Non-negotiable**	_____	_____	_____

2.32 Secure Handling of UCF Data **Non-negotiable**	_____	_____	_____
2.33 Smoke Free Policy **Non-negotiable**	_____	_____	_____
2.34 Contact with Minor Children	_____	_____	_____
2.35 Reporting of Child Abuse	_____	_____	_____
2.36 Employee Background Check **Non-negotiable**	_____	_____	_____
2.37 E-Verify **Non-negotiable**	_____	_____	_____
2.38 COVID-19 Compliance Policy **Non-negotiable**	_____	_____	_____
Appendix II Certification of Non-Segregated Facilities	_____	_____	_____
Appendix III Compliance and Certification of Good Standing	_____	_____	_____
Appendix IV Bonfire Submission Instructions	_____	_____	_____

<u>APPENDIX V - KNIGHTS PLAZA LEASE AGREEMENT TERMS SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
1.0 - 3.0 ** Non-negotiable **	_____	_____	_____
4.0 - 4.2 Term	_____	_____	_____
5.1 - 5.2 Rent	_____	_____	_____
5.3 Records -- Not Applicable	_____	_____	_____
5.4 Audit -- Not Applicable	_____	_____	_____
5.5 Conflicting Businesses Prohibited -- Not Applicable	_____	_____	_____
5.6 Additional Rent	_____	_____	_____
5.7 Commencement and Payment of Additional Rent	_____	_____	_____

6.0 - 9.0 -- Not Applicable	_____	_____	_____
10.0 Alterations and Additions	_____	_____	_____
11.0 Prohibited Uses **Non-negotiable**	_____	_____	_____
12.0 Compliance with the Law ** Non-negotiable**	_____	_____	_____
13.0 Compliance with Knights Plaza Rules and Regulations	_____	_____	_____
14.0 Repairs	_____	_____	_____
15.0 Permits	_____	_____	_____
16.0 Liens	_____	_____	_____
17.0 Assignment and Subletting	_____	_____	_____
18.0 -- Not Applicable	_____	_____	_____
19.0 Subrogation ** Non-negotiable **	_____	_____	_____
20.0 Insurance	_____	_____	_____
21.0 Utilities	_____	_____	_____
22.0 Personal Property Taxes ** Non-negotiable **	_____	_____	_____
23.0 Surrender of Premises ** Non-negotiable **	_____	_____	_____
24.0 Renovation Upon Expiration	_____	_____	_____
25.0 Holding Over	_____	_____	_____
26.0 Entry By Landlord	_____	_____	_____
27.0 - 27.1 Tenant's Default	_____	_____	_____
28.0 Default By Landlord ** Non-negotiable **	_____	_____	_____

28.1 Limited Liability of Landlord ** Non-negotiable **	_____	_____	_____
29.0 Reconstruction	_____	_____	_____
30.0 Parking and Common Area	_____	_____	_____
31.0 Signs	_____	_____	_____
32.0 Displays	_____	_____	_____
33.0 Auction	_____	_____	_____
34.0 Radon	_____	_____	_____
35.0 Hazardous Substances	_____	_____	_____
36.0 Subordination ** Non-negotiable **	_____	_____	_____
37.0 Attornment ** Non-negotiable **	_____	_____	_____
38.0 Costs and Attorney's Fees	_____	_____	_____
39.0 Waiver of Right to Trial by Jury	_____	_____	_____
40.0 Notices to Parties	_____	_____	_____
41.0 Relocation	_____	_____	_____
42.0 Go Dark Provision	_____	_____	_____
43.0 General Provisions	_____	_____	_____
EXHIBIT E - Knights Plaza Rules and Regulations	_____	_____	_____
Appendix VI PCI Compliance	_____	_____	_____

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX II
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III

COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX IV

BONFIRE SUBMISSION INSTRUCTIONS

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/57010>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 30, 2022 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

APPENDIX V

UCF KNIGHTS PLAZA RETAIL SPACE LEASE AGREEMENT

This UCF KNIGHTS PLAZA RETAIL SPACE LEASE (the “Lease”) is made by and between **University of Central Florida, Board of Trustees herein referred to as “UCF”** (the “Landlord”), and UCF to fill in after award, (the “Tenant”).

RECITALS:

WHEREAS, Landlord has developed and is operating upon that certain parcel of real property lying and being situated in the County of Orange, State of Florida, which is more generally depicted on Exhibit “A” attached hereto (the “Knights Plaza” properties): provided however, that Exhibit “A” demarcations for retail development space does not represent actual locations or size dimensions within the property, and

WHEREAS, the Knights Plaza properties consists of leasable retail space, together with certain other land, facilities and improvements which have been constructed and developed on the Knights Plaza property for the common use and benefit of all tenants of the Knights Plaza (the “Common Property”), and

WHEREAS, the approximate location, but not the specific configuration, of the Knights Plaza property and Common Property within the Knights Plaza and the respective relationships of each to the other are generally shown and depicted on the schematic site plan of the Knights Plaza properties (the “Knights Plaza Site Plan”) attached hereto as Exhibit “A”, and

WHEREAS, the configuration and floor plan of the relative size and location of the respective space available for lease therein are generally shown and depicted on the schematic floor plan of the Knights Plaza property attached hereto as Exhibit “B”, and

WHEREAS, Tenant desires to lease from Landlord certain space within the Knights Plaza with the intention and for the purpose of operating a particular retail/commercial business therein, all as more particularly hereinafter provided and described.

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

1. RECITALS. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. DEMISE. Landlord, for and in consideration of the Rents (as hereinafter defined) herein reserved and required to be paid by Tenant and of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Tenant, does hereby demise, let and lease unto Tenant, for and in consideration of the foregoing demise by Landlord and of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Landlord, does hereby hire, lease and take as Tenant from Landlord, for the term, for the use and on those terms and conditions hereinafter specified in this Lease the premises hereinafter defined and described in Section 2.1 of this Lease (the "Premises").

2.1 PREMISES. The Premises shall consist of and include that portion of space within the Knights Plaza properties as designated in Exhibit B (and outlined, highlighted and/or crosshatched on the Knights Plaza building Floor Plan attached hereto as Exhibit "B" together with all rights, privileges, and easements appurtenant thereto (the "Premises"). The Premises shall include only the space and appurtenances specifically demised and granted in this Lease, with Landlord hereby specifically excepting and reserving for and unto itself, the ceiling or roof, as the case may be, the air space above the ceiling or roof, as the case may be, the space and ground below the floor, the dividing walls between the Premises and the adjoining premises within and the exterior walls of the Premises and Knights Plaza building, including the storefront, and the right to install, maintain, use, repair and replace conduits, utility lines, wires, pipes and duct work in the Premises.

Tenant and Landlord agree that Landlord shall have no obligation to make any alterations or installations or otherwise prepare the Premises for Tenant's intended use and that the Premises is being leased by Tenant "as is" on the Commencement Date (as hereinafter defined). Landlord represents that the heating and air conditioning systems, plumbing, and electrical systems (if installed by Landlord) in the Premises will be in good working order upon the commencement of the Term as defined herein.

3. USE. Tenant may use the Premises for a [to be filled in after award]. Tenant shall not use or permit the Premises to be used for any other purpose whatsoever without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion.

3.1 NAME. Throughout the term of this Lease, Tenant shall operate and conduct its above-described business on, in and from the Premises under the name or trade name "[to be filled in after award]" and under no other name or trade name without the prior written consent and approval of Landlord; it being expressly acknowledged and agreed by Landlord and Tenant that the use of the aforesaid name within the Central Florida market area will or has established, developed and

attached to that name or trade name considerable name recognition and customer good will within the area and that the continued use of that name or trade name is a material consideration for and inducement to Landlord's execution of this Lease and its demise of the Premises to Tenant.

4. TERM. The term of this Lease shall be comprised of the following:

- (a) an interim term ("Interim Term") may be granted by the Landlord to allow Tenant time to renovate or perform capital improvements in the leased space to get the space ready for Tenant's use. In this event, the Interim Term shall commence on the date of the last signature herein and shall terminate on the day immediately preceding the Commencement Date;
- (b) a primary term ("**Primary Term**") beginning on the Commencement Date and continuing thereafter for a period of **Five (5) years** or until cancelled pursuant to the terms hereof; and
- (c) thereafter, so long as Tenant is not in default under any of the terms and conditions specified in this Section or any other terms and conditions of this Lease, Tenant shall have the right to extend the Lease Term (as hereinafter defined) for two (2) Extended Terms of Five (5) years each (the "**Extended Term**") upon mutual agreement of the parties. The Extended Term shall begin on the expiration of the Primary Term and the same terms and conditions as herein set forth shall apply to the Extended Term.

The phrase "Lease Term", as used in this Lease, shall mean the Interim Term, the Primary Term, the Extended Term, or each or all, as the context may require.

The phrase "Lease Year", as used in this Lease, shall mean the twelve month period commencing with the Commencement Date and expiring on the last day of the twelfth month.

In addition, notwithstanding that the Commencement Date shall be established in the manner and on the date provided in Section 4.1, Tenant and Landlord acknowledge and agree that this Lease is binding upon them as of the date of its execution by Tenant and Landlord.

4.1 COMMENCEMENT DATE. The term "Commencement Date", as used in this Lease, shall mean the first (1st) day of the month in which the Tenant's leased space is open for retail business.

4.2 ACCEPTANCE OF POSSESSION. Tenant shall be conclusively deemed to have accepted the Premises "as is" and as being in good, sanitary order, condition

and repair.

- 5. RENT.** Each Lease Year (as hereinafter defined) throughout the Lease Term, Tenant shall pay to Landlord, in lawful money of the United States of America, without any prior demand by Landlord and without any deduction or set-off, except as may be expressly provided in this Lease, as rent hereunder, a combination of “**Base Rent**” and “**Additional Rent**” (as those terms are hereinafter defined).

Base Rent and Additional Rent and all other amounts becoming due from Tenant to Landlord hereunder shall be referred to collectively as “Rent” herein. Tenant shall also pay to Landlord with each payment of Rent, **sales tax** (currently 6%) **on all payments of Rent**, unless otherwise exempt by law. Rent, including sales tax, shall be made at the time, in the manner and in the amounts hereinafter specified by check or electronic funds transfer payable to Landlord, mailed or delivered to Landlord, at the address herein specified or to such other person or at such other address as Landlord may hereafter designate by written notice to Tenant.

5.1 BASE RENT. Tenant shall and hereby agrees to pay to Landlord during each Lease Year an annual guaranteed minimum sum as base rent (the “Base Rent”). Base Rent for the First Lease Year shall be and is hereby established at the annual rate of \$[*to be filled in after award*] multiplied by the actual number of square feet of space within the Premises as determined in accordance with the provisions of Section 2.1 of this Lease.

RENT ADJUSTMENT After the First Lease Year and throughout the entire Lease Term, Base Rent shall be increased by four percent (4%) for the second year and each year thereafter, including any Extended Term(s).

5.2 COMMENCEMENT AND PAYMENT OF BASE RENT. Base Rent for each respective Lease Year shall be payable in the prescribed monthly installments as noted in Section 5.1, in advance, on the first (1st) day of each month during such Lease Year commencing on the Commencement Date. Thereafter, each monthly installment of Base Rent shall be due and payable without demand and without any set-offs, deductions or counterclaims whatsoever, to Landlord on the first (1st) day of each month. Any Base Rent received after the tenth (10th) day of each month shall be charged a ten percent (10%) late fee.

5.3 RECORDS. Not applicable.

5.4 AUDIT. Not applicable.

5.5 CONFLICTING BUSINESSES PROHIBITED. Section deleted.

5.6 ADDITIONAL RENT. In addition to, and not in substitution or in lieu of, Base

Rent, Tenant shall pay to Landlord as “Additional Rent” **\$3.90 per square foot** per year, plus sales tax, for the following items:

- (a) All real estate taxes (if applicable) and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on Rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the respective building in which the leased property is located at the Knights Plaza (i.e. Retail #1, Retail #2, Retail #3, or Center Retail) which is from time to time completed as of the first day of each calendar quarter; and
- (b) That percent of the total cost of the following items as Tenant’s total floor area bears to the total floor area of the respective retail building in which the leased property is located which is from time to time completed as of the first day of each calendar quarter (“Pro-rata Share”):
 - (i) All real estate taxes, including assessments, all insurance costs, and all costs to maintain, repair, and replace Common Property, including but not limited to, paid-parking lots, sidewalks, driveways and other areas used in common by the Tenants or occupants of the Knights Plaza; and
 - (ii) All costs to supervise and administer the roof, exterior walls, sidewalks, patio area, grassy areas, exterior lighting, paid-parking areas (“Common Property”) of the Knights Plaza. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to fifteen percent (15%) of the total costs of (i) above; and
 - (iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the paid-parking facilities serving the Premises; and
 - (iv) The amount of all real and personal property taxes and assessments (including without limitation sanitary taxes, extraordinary or special assessments and all costs and fees including reasonable attorney's fee incurred by Landlord in contesting or negotiating the same with public authorities) levied, imposed or asked upon the Knights Plaza property during each Lease

Year, plus the full amount of any real property tax assessment that is directly attributed to Tenant's improvements to the Premises as defined and permitted by Section 10; and

(v) HVAC maintenance reimbursement.

5.7 COMMENCEMENT AND PAYMENT OF ADDITIONAL RENT. Upon the Commencement Date of this Lease, Tenant shall pay the Additional Rent on a monthly basis concurrently with the payment of the Base Rent. Each monthly installment of Additional Rent shall be due and payable without demand and without any set-offs, deductions or counterclaims whatsoever, to Landlord on the first (1st) day of each month. Any Additional Rent received after the tenth (10th) of each calendar month shall be charged a ten percent (10%) late fee. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof.

In any year in which parking lot or driveway resurfacing is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Additional Rent. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Additional Rent for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be rebated by Landlord to Tenant within thirty (30) days of the termination of this Lease.

5.8 PAYMENTS. Remit Rent payments to the following address:

UCF Business Services
PO BOX 160055
Orlando, FL 32816

- 6. SECURITY DEPOSIT.** Section deleted.
- 7. LANDLORD'S EQUIPMENT LIEN (ADDITIONAL SECURITY).** Section deleted.
- 8. HOURS OF BUSINESS.** Section deleted.
- 9. MERCHANDISING LAYOUT.** Not applicable.
- 10. ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of the Premises, including but not limited to, wall covering,

paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration of the Lease Term or the earlier termination of this Lease, upon thirty (30) days prior written demand by Landlord, Tenant shall, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at Tenant's sole cost and expense, repair any damage to the Premises caused by such removal.

- 11. PROHIBITED USES.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Knights Plaza properties or any of its contents, or cause cancellation of any insurance policy covering said Knights Plaza properties or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Knights Plaza property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.
- 12. COMPLIANCE WITH THE LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of the fact as between Landlord and Tenant.
- 13. COMPLIANCE WITH KNIGHTS PLAZA RULES AND REGULATIONS.** The Premises and all business operations conducted on the Premises from time to time shall at all times be in compliance with the Knights Plaza Rules and Regulations attached

hereto as Exhibit "E" and promulgated by Landlord for and with respect to the operation of the Premises and the Knights Plaza, as the same may be changed, amended or modified by Landlord from time to time in Landlord's sole and absolute discretion. Landlord shall use reasonable efforts to enforce such Knights Plaza Rules and Regulations against all tenants of the Knights Plaza properties; however, Landlord shall not be liable or responsible to Tenant for the violation of any such Knights Plaza Rules and Regulations by any other tenant of the Knights Plaza or any other person or party, and the failure to enforce any such Knights Plaza Rules and Regulations against Tenant or any other tenant of the Knights Plaza shall not constitute a waiver of Landlord's right to do so. Tenant shall and hereby agrees to indemnify and save and hold harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, proceedings, claims, demands, costs and expenses of any kind or nature, including, without limitation, reasonable attorney's fees and court costs incurred by Landlord arising directly or indirectly from, on account, or by reason of Tenant's failure to comply with any such Knights Plaza Rules and Regulations.

14. **REPAIRS.** Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront (including plate glass), doors, including any exterior metal doors and frames, windows, casements, glazing, plumbing, pipes, fire sprinkler or fire suppression system, including off-site monitor and annual certification as required by City or County codes and/or local ordinance, electrical wiring and conduits, light fixtures, including light bulb replacement, heating and air conditioning system maintenance & repair (excluding full replacements). Any damage to adjacent premises caused by Tenant's use of the Premises shall be forthwith repaired by Tenant at Tenant's sole cost and expense.

Notwithstanding the provisions of this Section, Landlord shall repair and maintain the structural portions of the Knights Plaza building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant, upon demand, shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 29, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Knights Plaza building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

- 15. PERMITS.** Landlord shall not be responsible for any permits or fees of any nature and kind that may be required by the City and/or County for the operation of Tenant's business. Tenant is responsible for keeping the Premises in a clean and satisfactory condition and to comply with all Health Department and/or Fire Department regulations.
- 16. LIENS.** Notwithstanding anything to the contrary in this Lease, the interest of Landlord in all or any part of the Premises and Knights Plaza properties shall not be subject to any such liens for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the permission of the Landlord or by agreement between Tenant and Landlord, and it is agreed that in no event shall Landlord, or the interest of Landlord in the Premises, be liable for or subjected to any construction claims of lien, or any mechanics', materialmen's, laborers', or other statutory or common law liens for improvements or work done by, or at the instance of, the Tenant, and this Lease expressly prohibits the subjection of the interest of Landlord in the Premises to any construction claims of lien, or any mechanics', materialmen's, laborers' or other statutory or common law liens for improvements made by or at the instance of the Tenant, or concerning which Tenant is responsible for payment under the provisions of this Lease, or otherwise, and all persons dealing with, or contracting with, Tenant are hereby put on notice of these provisions.

Prior to commencement by Tenant of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, *Florida Statutes* (or its successor), Tenant shall record such a notice in the office of the Clerk of the Circuit Court for Orange County, Florida, identifying Tenant as the party for whom such work is being performed and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord shall not be subject to mechanic's or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording thereof, as aforesaid.

Landlord, at Landlord's sole option, may require that Tenant shall provide to Landlord, at Tenant's sole cost and expense, payment and performance bonds in amounts equal to the estimated cost of any improvements, additions or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanic's and materialmen's liens and to insure completion of the work. Landlord shall be named on such bonds as co-payee.

- 17. ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this

Lease or any interest therein, and shall not sublet the Premises or any part hereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Said consent shall not be unreasonably withheld provided the assignee has similar financial statements and experience in operating a similar business, Landlord has reviewed the necessary documents evidencing the above and the consent will not conflict with the terms of any lease agreement between Landlord and other tenants. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void and shall, at the option of the Landlord, constitute an Event of Default (as hereinafter defined) under the terms of this Lease.

It is understood and agreed, by and between both parties, that if Tenant is a corporation and any transfer, sale, pledge, or other disposition of twenty-five percent (25%) or more of the common stock of the Tenant entity shall occur, such action shall be deemed an assignment subject to the terms and provisions as stated above.

Assignment approval of this Lease by Landlord shall be conditioned on the reimbursement to Landlord for legal expenses which are incurred in Landlord's review of the documents effecting assignment. In the event Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay the fees incurred by Landlord in connection with the processing of documents necessary to the giving of such consent.

18. TENANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS LANDLORD. Section deleted.

19. SUBROGATION. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

20. INSURANCE. Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the Lease Term a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000.00 for injury or death in any one accident or occurrence and in the amount of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence, or in such other amounts and

with such deductibles as Landlord may from time to time reasonably request. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$250,000.00, such insurance to specifically cover the Premises, including Tenant's leasehold improvements, if any. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but will not be required to, procure and maintain same, but at the expense of Tenant. Insurance required shall be in companies rated A/XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

Tenant shall also provide and keep in full force and effect workers' compensation insurance, in a form prescribed by the laws of the State of Florida, and employers' liability insurance.

In addition, in the event that at any time during the term of this Lease, beer, wine or other alcoholic beverages or liquors are sold (or given away) upon, within or from the Premises (it being understood and agreed, however, that the foregoing provision shall not by implication authorize the use of the Premises for such purposes unless express consent of the Landlord shall be elsewhere set forth in this Lease), Tenant shall obtain, maintain and keep in force, Dram Shop insurance with policy limits equal to those hereinabove specified with respect to liability insurance covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord (and if such insurance providing protection for the following is available, Landlord's parent company, their related, affiliated and subsidiary companies, and the officers, directors, agents and assigns of each of them) in connection with any such sales of alcoholic beverages. In the event Tenant shall fail to procure such insurance when required, as aforesaid, Landlord may procure the same at Tenant's expense and in the event Landlord shall be unable to do so, then all sales of alcoholic beverages by Tenant shall forthwith be suspended until such coverage is in force.

- 21. UTILITIES.** Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewage service to the Demised Premises, subject to any provisions contained in this Lease. Tenant shall enter into an agreement with the applicable service provider and shall pay for all deposits, water, gas, heat, electrical, power, sewer charges, telephone service, garbage service, janitorial service and all

other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, or available from an applicable third-party service provider, then Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises. Notwithstanding any conditions herein, should any governmental regulatory body assess additional sewer or water impact fees as a result of Tenant's use, then Tenant agrees to pay said fees to meet its sewer or water usage requirements. Tenant shall be solely responsible for and shall promptly pay all charges for electricity, water, gas, telephone service, sewage service and other utilities furnished to the Demised Premises (including without limitation, all tap fees and similar assessments made in connecting the Demised Premises to such utilities) and shall promptly pay any maintenance charges therefore. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase such services as are tendered by Landlord, and shall pay on demand as additional rent the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility. Tenant shall not overload any utility system or any transmission equipment such as wiring, main, pipes, conduits, valves or connections in or serving the Demised Premises or any other system or equipment, or make any use of them so as to constitute a hazard. Landlord shall not be liable to Tenant, or any other person or entity whatsoever, for abatement of any rent as a result of, or for any other loss or damages whatsoever occurring in connection with, any interruption or failure whatsoever in utility services however caused, except when such failure results from Landlord's negligent acts or omissions. Tenant shall comply with all terms and provisions of this Lease notwithstanding any such failure or interruption.

- 22. PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term upon all of Tenant's leasehold improvements, equipment, furniture, fixture, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (20) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.
- 23. SURRENDER OF PREMISES.** Tenant shall, on or before the last day of the Lease Term or upon the sooner termination thereof, peaceably and quietly surrender and deliver the Premises to Landlord "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 29) excepted, and free and clear of liens and encumbrances. Tenant shall not be required to remove any Landlord- approved improvements made to the

Premises at the time of surrender.

- 24. RENOVATION UPON EXPIRATION.** Upon the expiration of the Lease Term or earlier termination of this Lease, if it is necessary for the Landlord to expend any monies in an amount greater than the Security Deposit held in order to put the Premises in a clean, leasable condition, Tenant agrees to pay, within thirty (30) days of Landlord's notice to Tenant of same, the difference between the amount of the Security Deposit held and the cost of such basic renovation.
- 25. HOLDING OVER.** If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Lease Term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Lease by such tenant at sufferance shall be double the rate or rates in effect immediately prior to the expiration of the Lease Term or earlier termination of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.
- 26. ENTRY BY LANDLORD.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Knights Plaza building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of Rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key which will unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant, except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises or any portion thereof.
- 27. TENANT'S DEFAULT.** The occurrence of anyone or more of the following events shall constitute an "Event of Default" and a breach of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant for more than three (3) days without the prior written consent of Landlord.
- (b) The failure by Tenant to make any payment of Rent or another payment required to be made by Tenant hereunder, if and when due, where such failure shall continue for a period of five (5) days after written notice thereof is sent by Landlord to Tenant.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Section 27(b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), or the appointment of a trustee or a receiver to take a possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

27.1 LANDLORD'S REMEDIES ON DEFAULT. In the event of any Event of Default or breach by Tenant, then the entire amount of monies due under this Lease for the full Lease Term shall immediately become due and payable to Landlord and Landlord may, at any time thereafter, in Landlord's sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Event of Default or breach:

- (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments

of Rent or other sums, including any late fees charged thereon, shall bear interest from the eleventh (11th) day of the calendar month it was due to be paid at the rate of the lesser of eighteen percent (18%) per annum or the highest rate of interest then allowable pursuant to Section 687.02, *Florida Statutes* (or its successor) until paid. All personal property, fixtures, and equipment belonging to Tenant, including those listed in Exhibit "D", may be attached by the Landlord to satisfy payment of all past due Rent.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the Rent and any other charges as may become due hereunder and the Landlord may, at his option, forthwith cancel this Lease, or Landlord may enter the Premises as the agent of the Tenant, without being liable in anyway therefore, and re-let the Premises, with or without any furniture that may be therein, as the agent of the Tenant at such price and upon such terms and for such duration of time as the Landlord may determine, and receive the rent therefore, applying the same to the option of the Rent due by these presents, and if the full Rent herein provided shall not be realized by Landlord over and above the expenses to Tenant in such re-letting, then Tenant shall promptly pay any deficiency.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

28. DEFAULT BY LANDLORD; TENANT'S REMEDIES. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed to trust covering the Premises, whose name and address shall theretofore have been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations, provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance thereof then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to the damages specified in Section 28.1 and/or injunctive relief.

28.1 LIMITED LIABILITY OF LANDLORD. Anything to the contrary in this Lease notwithstanding, Tenant hereby acknowledges and agrees that the obligations of the Landlord under this Lease are limited obligations of the Landlord payable only from the revenues and proceeds derived from the Premises. The obligations of the Landlord under this Lease shall not be deemed to constitute a general debt, liability or obligation,

or a pledge of the full faith and credit or taxing power, of the Landlord or of the State of Florida or of any political subdivision thereof, but shall be payable solely from the revenues and proceeds to be derived by Landlord from the Premises, and not from any other assets of Landlord.

Tenant hereby further acknowledges and agrees that no recourse shall be had for any claim based upon or arising out of or in connection with this Lease against any officer, agent or employee, past, present or future, of the Landlord or of any successor body, as such, either directly or through the Landlord or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise.

29. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of Rent. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost of the Premises, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Base Rent to be proportionately reduced as herein provided above in this Section; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination. Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

30. PARKING AND COMMON AREA. Landlord covenants that an area approximately

equal to the common and paid-parking areas shown on the Knights Plaza Site Plan attached hereto as Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the Lease Term. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such paid-parking area or areas; provided, however, that anything to the contrary notwithstanding contained in this Section, said paid-parking areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A". The manner in which such areas and facilities shall be maintained and operated and the expenditures therefore shall be at the sole discretion and under the absolute control of Landlord and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time. Landlord shall keep said automobile paid-parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Section 5.8 hereof.

Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said common and paid-parking areas during the entire Lease Term, or any extension thereof, for ingress and egress and automobile parking. Tenant, in the use of said common and paid-parking areas, agrees to comply with such reasonable rules, regulations and charges for paid-parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and paid-parking areas. Such rules may include, but shall not be limited to, the following: (1) the restricting of employee paid-parking to a limited designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Paid-parking and parking permits for Tenants' employees are the responsibility of the Tenant.

- 31. SIGNS.** Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the Premises, and one sign in the existing vertical sign box in front of Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord. Tenant agrees not to install additional signage to the Premises without the Landlord's prior written approval. Tenant shall maintain signs in presentable condition and, upon request by Landlord, shall fix any damaged or broken signs. Subject to Tenant's receipt of any required local governmental approvals and contingent upon

approval from the University's Contract Administrator, Tenant may install its standard fascia signage on the external Premises as consistent with existing retail tenants' signage and in accordance with Knights Plaza signage standards. Additionally, Tenant may install temporary signage and/or promotional banners in and around the Premises and common area in connection with its grand opening programs during the first 2 months of the Primary Term.

32. **DISPLAYS.** Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which maybe heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts. Tenant assumes that reasonable exterior lighting will be provided by landlord.
33. **AUCTION.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.
34. **RADON.** Radon Gas: 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 Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.
35. **HAZARDOUS SUBSTANCES.** The term "Hazardous Materials" as used in this Lease shall mean and refer to any pollutant, contaminant, toxic or hazardous waste (including, but no limited to, asbestos, Polychlorinated Biphenyls, and petroleum products) or any other substance, the removal or remediation of which is required, or the generation, use, or handling of which is restricted, prohibited, regulated, or penalized by any "Environmental Laws", which term shall mean any federal, state, or local law, rule, regulation or ordinance relating to pollution or protection of the environment or hereafter enacted, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act and the Superfund Amendments and Reauthorization Act of 1986. Tenant hereby agrees that (i) the Premises will at all times be operated in full compliance with all Environmental Laws; (ii) no activity will be conducted on the Premises that will generate any Hazardous Materials, except for activities that are part of the ordinary course of Tenant's business activities and which are specifically described in this Lease (the "Permitted Activities"), provided said activities have been approved in advance in writing by Landlord and are conducted in accordance with all Environmental Laws, and provided further that Tenant has fully disclosed to Landlord

in writing the existence, extent and nature of any such Hazardous Materials which Tenant is legally authorized and empowered to maintain on, in or under the Premises or to use in connection therewith, and provided further that Tenant has obtained and will maintain all licenses, permits and approvals required with respect thereto and is in full compliance with all the terms, conditions and requirements of such licenses, permits and approvals; (iii) the Premises will not be used in any manner for the storage of any Hazardous Materials except for the temporary storage of such materials in accordance with applicable law that are used in the ordinary course of Tenant's business and which are described by quantities in Exhibit "F" attached hereto undertaken by Tenant and at Tenant's sole cost and expense pursuant to all Environmental Laws. In addition, violation of any of the foregoing conditions shall be and constitute an Event of Default under this Lease entitling Landlord to terminate this Lease. Any such termination shall not, however, relieve Tenant of its obligations to comply with the terms of this Section regarding the removal of Hazardous Materials or of the indemnification provided herein. In addition, if Tenant fails to comply with any of the covenants of this Section, or fails to comply with any Environmental Laws, Landlord, at Tenant's sole cost and expense, may immediately commence remedial action to restore the Premises to an environmentally sound condition. Tenant agrees to immediately notify Landlord of (1) any significant release of Hazardous Materials, or other chemicals or substances and (2) the receipt of any pertinent notices or communications from any governmental authority. Tenant further agrees to provide Landlord with a letter of certification from time to time upon the request of Landlord and on each anniversary of this Lease, certifying that Tenant has complied with all applicable Environmental Laws and requirements and the requirements of all applicable agencies and that no contamination has occurred or exists within the Premises or on the Knights Plaza property as a result of Tenant's activities. Without in anyway limiting the obligations of the Tenant, Landlord reserves the right to enter and inspect the Premises and conduct any testing, sampling borings, and analyses which Landlord, in its sole and absolute discretion, may deem necessary. Tenant further covenants and agrees that it shall not cause or allow any lien to be recorded against the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of any Hazardous Materials in or relating to the Premises or the Knights Plaza property, or related in any way to the activities of Tenant, including any mechanic's materialmen's, suppliers, laborers liens or any state, federal, or local environmental liens relating to such matters.

- 36. SUBORDINATION.** This Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises, are hereby agreed by Tenant to be and are hereby made junior, inferior, subordinate and subject in right, title, interest, lien, encumbrance, priority, and all other respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises, the Knights Plaza building, the Common Property and the Knights Plaza property, or any parts thereof, and to all future modifications, extensions, renewals, consolidations and

replacements of, and all amendments and supplements to any such mortgage or mortgages, and upon recording of any such mortgage or mortgages, the same shall be deemed to be prior in dignity, lien and encumbrance to this Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises irrespective of the dates of execution, delivery or recordation of any such mortgage or mortgages. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord or the holder or proposed holder of any such mortgage or mortgages shall request that Tenant execute and deliver any further instrument or agreement of subordination of this Lease, Tenant's interest hereunder or Tenant's leasehold interest in the Premises to any such mortgage or mortgages in confirmation or furtherance of or in addition to the foregoing subordination provisions of this Section, Tenant shall promptly execute and deliver the same to the requesting party. If, within thirty (30) days following Tenant's receipt of a written request by Landlord or the holder or proposed holder of any such mortgage or mortgages, Tenant shall fail or refuse or shall have not executed any such further instrument or agreement of subordination, for whatever reason, Tenant shall be in breach and default of its obligation to do so and of this Lease and Landlord shall be entitled thereupon to exercise any and all remedies available to Landlord pursuant to this Lease or otherwise provided by law, including, without limitation, the cancellation and termination of this Lease without incurring any liability to Tenant on account thereof. The provisions of this Section are material considerations for and an inducement to the execution of this Lease by Landlord and its demise of the Premises to Tenant. Accordingly, any breach or default by Tenant of its covenants and obligations hereunder shall be deemed to be and constitute a material and substantial breach and default of this Lease by Tenant.

37. ATTORNNMENT. Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of Landlord under this Lease for the balance of the Lease Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage encumbering any or all, or a combination of, the Premises, the Knights Plaza building, the Common Property and the Knights Plaza property, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Lease, subject, however, to all of the terms and conditions of this Lease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance Rent which may have been paid by Tenant to Landlord for more than the current period in which such Rent came due.

38. COSTS AND ATTORNEYS' FEES. If either party shall bring an action to recover

any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Each party shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against the other party, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

39. WAIVER OF RIGHT TO TRIAL BY JURY. LANDLORD AND TENANT EACH EXPRESSLY AND IRREVOCABLY HEREBY WAIVE AND SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY, OR COUNTERCLAIM ASSERTED BY, EITHER LANDLORD OR TENANT, WHICH ACTION, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS LEASE.

40. NOTICES TO PARTIES. Any notice required or permitted to be given under this Lease shall be deemed given (i) if hand delivered to the party to be notified or (ii) within three (3) business days after being sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Landlord:
UCF Business Services
P.O. Box 160055.
Orlando, FL 32816-0055

with a copy to:
Office of the General Counsel
University of Central Florida
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

If to Tenant:
Attn: _____

or such other address as may be designated by either party by written notice to the other. Any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person

or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

41. RELOCATION. Landlord shall have the right, in its sole and absolute discretion, to relocate Tenant within the Knights Plaza properties upon thirty (30) days written notice to Tenant, provided that the alternative location (the "New Premises") is a space of comparable size and quality to the Premises. Prior to Tenant's relocation to the New Premises, Landlord shall advise Tenant of the square footage of the New Premises. If necessary, Tenant's Base Rent, as determined in Section 5.1, and Tenant's Additional Rent, as determined in Section 5.6, shall be adjusted to reflect the square footage of the New Premises. Tenant's Base Rent, Additional Rent and the location and the square footage of the New Premises shall be incorporated herein and made a part hereof in a writing signed by the parties hereto. Thereafter, notwithstanding anything to the contrary in this Section, all terms, conditions and provisions of this Lease shall apply to the New Premises and shall remain in full force and effect. Landlord shall directly pay relocation costs or pay a reasonable build-out allowance to tenant not to exceed \$35.00 s.f. to cover relocation costs and allow tenant to move all equipment.

42. GO-DARK PROVISION. Should Tenant close its store and remain closed for a period that exceeds 120 days, Landlord, in its sole option, shall have the right to terminate Tenant's Lease.

43. GENERAL PROVISIONS

(a) Exhibits. Clauses, exhibits, riders, schedules and addendum affixed to this Lease are incorporated herein and made a part hereof by this reference.

(b) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a subsequent waiver of such term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.

(c) Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

(d) Marginal Headings. The marginal heading and section titles to the sections of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(e) Time. Time is of the essence of this Lease and each and all of its provisions in

which performance is a factor.

- (f) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (g) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof shall be recorded if requested by Landlord.
- (h) Quiet Possession. Upon Tenant paying the Rent reserved hereunder and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all the covenants, conditions and provisions of this Lease.
- (i) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to, processing and accounting charges, and late charges that may be imposed upon Landlord by terms of any mortgage or trust deed covering the Knights Plaza property and/or Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to ten (10) percent of such overdue amount, plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- (j) Prior Agreements; Modifications. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- (k) Inability to Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason

of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

- (l) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- (m) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (n) Choice of Law. This Lease shall be governed by the laws of the State of Florida.
- (o) Venue. The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this Lease shall always be lodged in the State Courts of the Ninth Judicial Circuit in and for Orange County, Florida, regardless of whether, under any applicable principle of law, venue may also be properly lodged in the courts of any other federal, state or county jurisdiction.
- (p) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date on which the Rent and other charges, if any, are paid in advance and (b) acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the Commencement Date and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the Knights Plaza property of which the Premises are a part.
- (q) Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Lease is binding upon said corporation.
- (r) Approved by Landlord. In those instances in this Lease requiring Landlord's consent and/or approval, unless the context specifically states otherwise, Landlord's consent and/or approval may be withheld in Landlord's sole and absolute discretion.

(s) Guaranty. Not applicable.

(t) Survival of Obligations. All obligations of Tenant not fully performed as of the expiration of the Lease Term or earlier termination of this Lease shall survive the expiration of the Lease Term or earlier termination of this Lease.

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

TENNANT

LANDLORD

KNIGHTS PLAZA

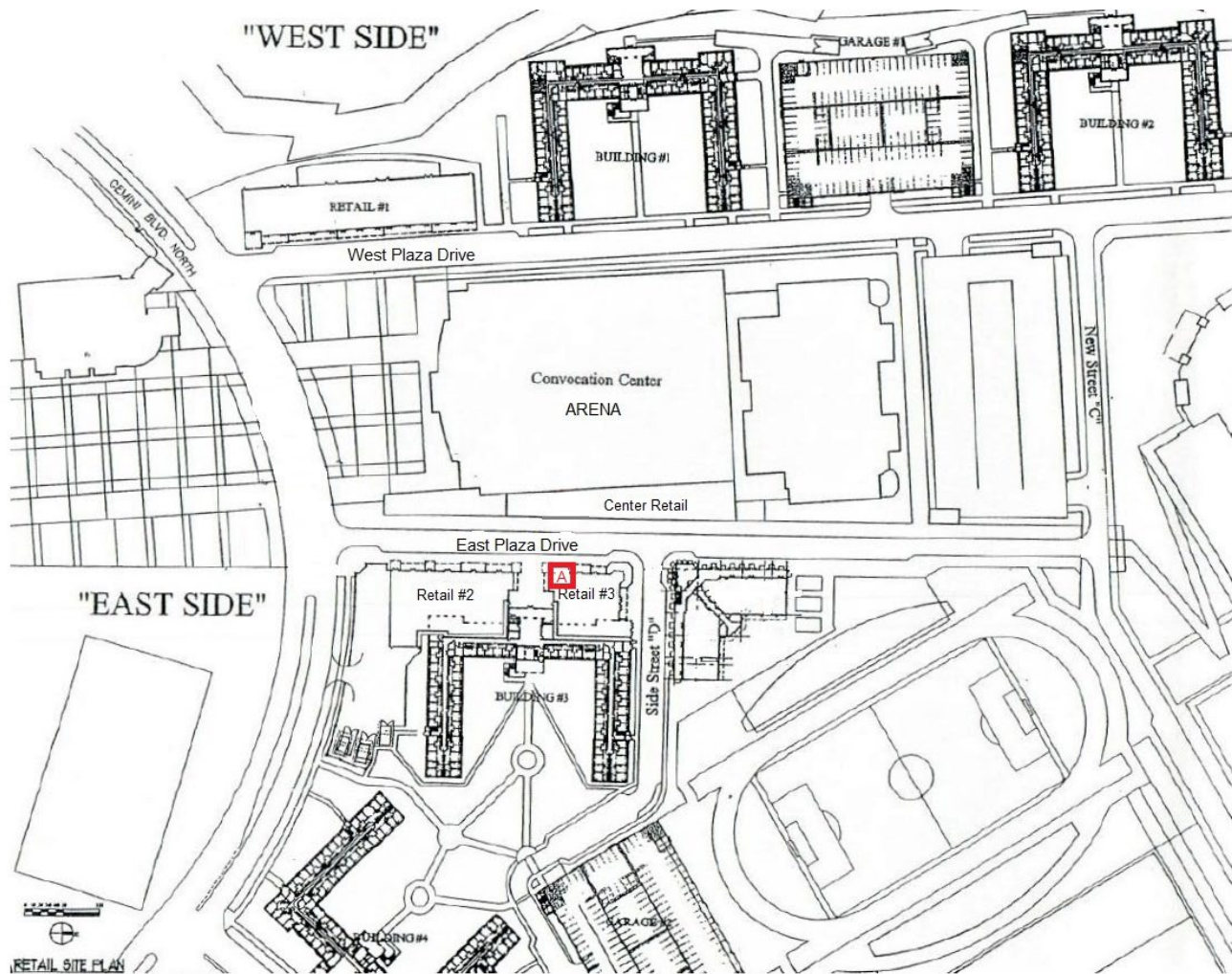


EXHIBIT A

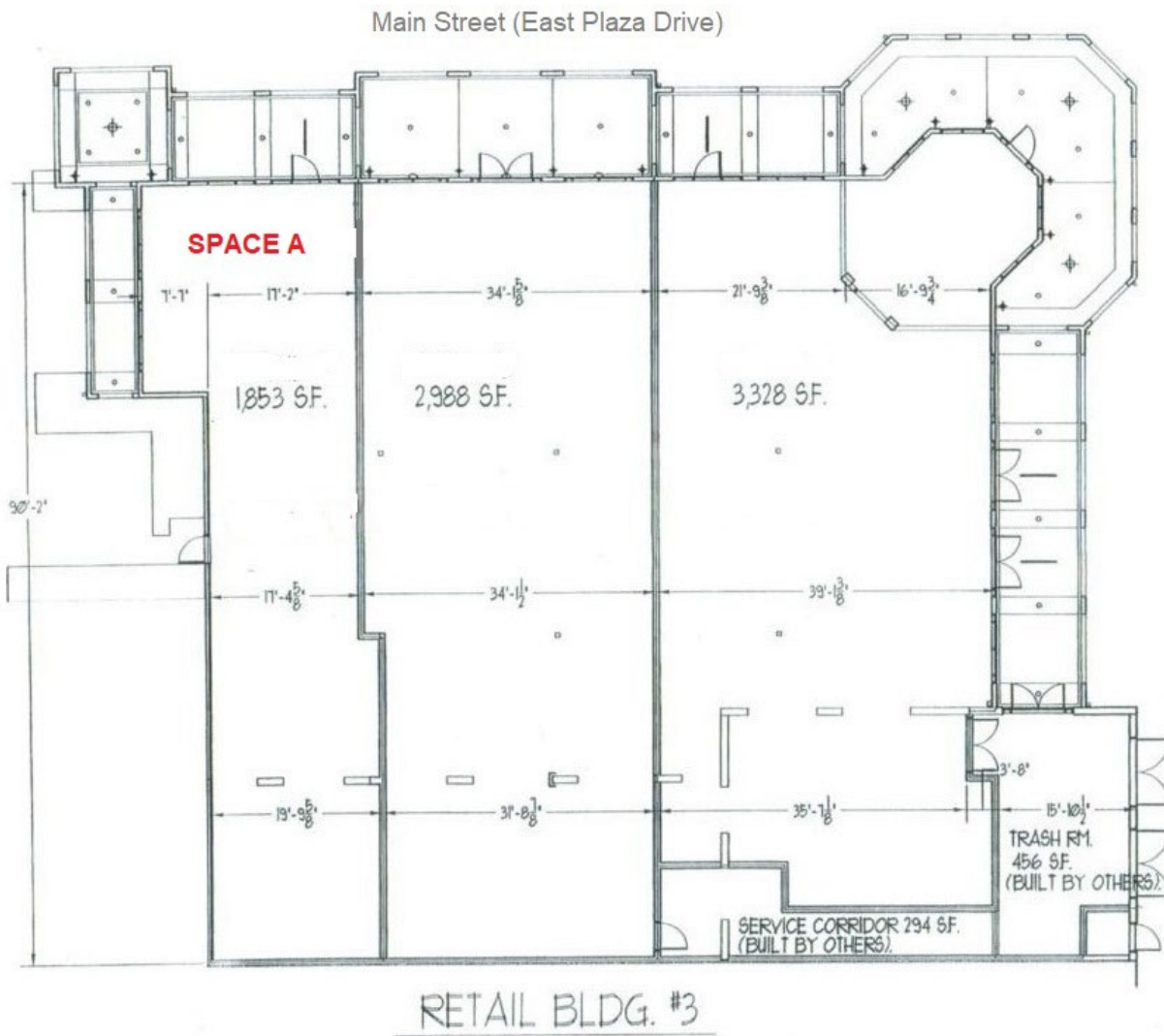


EXHIBIT B

EXHIBIT "C"

Not applicable

EXHIBIT "D"

TENANT'S EQUIPMENT LIST

Not applicable.

EXHIBIT "E"

KNIGHTS PLAZA RULES AND REGULATIONS

1. The sidewalks, entries, passages, or corridors, shall not be obstructed by Tenant, its employees or agents, or used by Tenant for purposes other than ingress and egress to and from the Premises.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Knights Plaza building, including installation of telephones, internet, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment or any other physical portion of the Knights Plaza building. Landlord agrees to give approval or withhold approval within five (5) business days.
3. No sign, advertisement or notice shall be inscribed, appointed or affixed on any part of the inside or outside of the Knights Plaza building unless of such color, size, and style and in such place upon or in the Knights Plaza building as shall first be designated by Landlord; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Knights Plaza building, except as specifically set forth in the Tenant's Lease. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. No furniture shall be placed in front of the Premises or the Knights Plaza building or in any corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture without notice to Tenant and at the expense of Tenant. **All fascia signage shall be submitted to Landlord for approval by Landlord and the UCF Contract Administrator.**
4. Tenant agrees that upon written notice from Landlord, it will furnish to Landlord, within thirty (30) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of the Tenant and its employees.
5. Tenant shall not do or permit anything to be done in the Premises, or bring to keep anything therein, which will in any way increase the rate of fire insurance on the Knights Plaza building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Knights Plaza building or any part thereof, or conflict with any rules or ordinances of any governing bodies.
6. The maintenance personnel may at all times keep a pass key to Premises entry doors, and they and other employees of the Landlord shall at all times be allowed admittance to the Premises.
7. No additional locks shall be placed upon any entry doors without the advance written

consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the expiration of the term or the earlier termination of the term of this Lease.

8. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in the Knights Plaza building, shall be covered or obstructed by Tenant.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Knights Plaza building, shall be borne by the person who shall occasion it.
10. No person shall disturb the occupants of the Knights Plaza building by the use of any musical instruments or by broadcasting music outside of the Tenant's leased space.
11. If Tenant desires shades or awnings, such shades and awnings must be of such shape, color, materials and make as shall be prescribed by Landlord and any outside awning proposed may be prohibited by Landlord.
12. Landlord or its agents shall have the right to enter the Premises to examine the same or to make such repairs, alterations or additions as Landlord shall deem necessary for the safety, preservation or improvement of the building.
13. During the three (3) month period prior to the expiration of the term of the Lease, the Landlord or its agents may show the Premises and may place on the windows or doors thereof, or upon the bulletin board a notice "For Rent".
14. No portion of the Knights Plaza building, or Premises shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.
15. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Premises shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
16. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's prior written approval.
17. Tenant shall follow and comply with the University of Central Florida Campus Alcoholic Beverages Policy and any changes, modifications or amendments thereto.
18. Tenant shall comply with all existing and future exclusive agreements between the landlord, university and/ or other third parties (for example: UCF has an exclusive Agreement with Coca-Cola (for beverages), and Barnes & Noble (relating to the sale of apparel with the UCF logo)). Tenant is responsible to verify that its products and/or services do not conflict with any University "exclusive agreements" during the term of this Agreement.

19. Tenant shall maintain the Premises in a clean, orderly state and in compliance with the Florida Department of Professional Regulation (or other state or local regulatory agency's) requirements for the type of entity Tenant is operating.

EXHIBIT “F”

HAZARDOUS MATERIALS

Not applicable.

EXHIBIT “G”

GUARANTY

Not applicable.

Appendix VI

Payment Card Industry Data Security Standards (PCI DSS)

- A. The Concessionaire shall exercise maximum-security control over all cash, charge, and sales transactions. The University shall not be responsible for theft or loss of the Concessionaire's cash or property or criminal acts of third parties.
- B. Concessionaire shall at all times remain in compliance with the "Payment Card Industry Data Security Standard" (PCI DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Concessionaire's sole cost and expense.
1. Concessionaire acknowledges that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
 2. Concessionaire affirms that it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
 3. Concessionaire agrees to supply the current status of its PCI DSS compliance status, and evidence of its most recent validation of compliance to UCF. Concessionaire must supply to UCF a new status report and evidence of validation of compliance at least annually.
 4. Concessionaire will immediately notify UCF if it learns that it is no longer PCI DSS compliant and will immediately provide UCF the steps being taken to remediate the non-compliance status. In no event should Concessionaire's notification to UCF be later than seven (7) calendar days after Concessionaire learns it is no longer PCI DSS compliant.
 5. Concessionaire acknowledges that any indemnification provided for under terms of this Agreement applies to the failure of the Concessionaire to be and to remain PCI DSS compliant.
- C. Concessionaire's safeguards for the protection of (Cardholder's) Personal Information shall include:
1. limiting access of Personal Information to Authorized Employees/Authorized Persons;
 2. securing of Concessionaire's business facilities, data, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 3. implementing network, device application, database and platform security;
 4. securing information transmission, storage and disposal;
 5. implementing authentication and access controls within media, applications, operating systems and equipment;
 6. encrypting Highly-Sensitive Personal Information stored on any mobile media;
 7. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
 8. strictly segregating Personal Information from information of Concessionaire or its other customers so that Personal Information is not commingled with any other types of information;
 9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting employee background checks consistent with applicable law; and
 10. providing appropriate privacy and information security training to Concessionaire's employees.
- D. The following concepts and actions are to be incorporated in Concessionaire's PCI compliancy program:

1. Ensure a Secure Network and Systems:
 - i. Install and maintain a firewall configuration to protect cardholder data
 - ii. Do not use vendor-supplied defaults for system passwords and other security parameters
2. Protect Cardholder Data:
 - iii. Protect stored cardholder data.
 - iv. Encrypt transmission of cardholder data across open, public networks.
3. Maintain a Vulnerability Management Program:
 - v. Protect all systems against malware and regularly update anti-virus software or programs.
 - vi. Develop and maintain secure systems and applications.
4. Implement Strong Access Control Measures:
 - vii. Restrict access to cardholder data by business need to know
 - viii. Identify and authenticate access to system components
 - ix. Restrict physical access to cardholder data.
5. Regularly Monitor and Test Networks:
 - x. Track and monitor all access to network resources and cardholder data
 - xi. Regularly test security systems and processes.
6. Maintain an Information Security Policy:
 - xii. Maintain a policy that addresses information security for all personnel.

Related Links:

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2.pdf

https://www.pcisecuritystandards.org/pci_security/completing_self_assessment