

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Agreement"), together with any Exhibits attached hereto, is dated this 21st day of June, 2007, and is entered into by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as "SBCC") and ST. JOHNS RIVER COMMUNITY COLLEGE (hereinafter referred to as "SJRCC").

WHEREAS, SJRCC is a community college which is part of the Florida K-20 system of state public education and, as such, is in need of classroom space within the boundaries of Clay County, Florida, which classroom space will be used (a) for dual enrollment college level, academic, non-laboratory instruction, (b) for dual enrollment career and technical education instruction and (c) for apprenticeship programs in various crafts, and

WHEREAS, the use of said classrooms by SJRCC will be during evening hours only between the hours of _____p.m. and _____p.m., and

WHEREAS, the use of said classrooms by SJRCC will vary per course with said use being from one to four evenings per week, and

WHEREAS, SBCC has classroom space available in certain School Board facilities which it is willing to rent to SJRCC for the purposes stated herein and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

(1) Classroom space, including the determination of campus location, specific room utilization, and daily scheduling shall be assigned at the discretion of the designated representative of SBCC.

(2) SJRCC shall provide the SBCC representative with a request designating a schedule of those courses for which SJRCC is in need of classroom space. Said request shall provide sufficient information from which the SBCC representative can determine the type of course being offered and the type of classroom facility required for said course.

(3) SJRCC shall pay rental to SBCC for classroom space at the following rate:

(a) There shall be no charge to SJRCC for classroom usage for dual enrollment academic courses.

(b) There shall be no charge to SJRCC for classroom usage for dual enrollment career and technical education courses.

(c) The charge to SJRCC for classroom or shop space usage for all apprenticeship courses regardless of their level shall be Ten Dollars (\$10.00) per room per night.

(d) The charge to SJRCC for classroom space for any other class or course which is not separately designated in this fee schedule shall be Ten Dollars (\$10.00) per room per night.

(4) A written document which sets forth joint approval of the campus, classroom, and schedule assignment for a particular class or course must be executed for each class for which a classroom or shop is assigned and must reflect the terms set forth in this Agreement. Once signed by the designated representative for each party to this Agreement, said written document shall serve as an addendum to this Agreement.

(5) The rental amount for the classroom space for a specific course is due and payable by SJRCC within thirty (30) days of the execution of the joint approval document described in numbered paragraph four (4) of this Agreement.

(6) SJRCC shall have the continuing obligation and responsibility to maintain and keep rented SBCC classrooms and the tools, appliances and equipment included or contained in each classroom in good order and repair, normal wear and tear excepted. SJRCC agrees that it shall be responsible for the repair or replacement of any part of

SBCC'S facility, or its tools, appliances or equipment damaged or destroyed during the use of said classroom by SJRCC.

(7) SJRCC shall be solely liable for any and all losses, liabilities, claims, damages, and expenses occurring during the time which SJRCC is using or is in possession of the rented facilities.

(8) SJRCC shall indemnify, defend, and hold harmless SBCC and its respective officers, agents, and employees from and against any and all losses arising from SJRCC use of SBCC facilities, tools, appliances, or equipment, and against any and all claims for personal injury, bodily injury to or death of persons or damage suffered or claimed to have been suffered by anyone, including but not limited to SJRCC students and any other person or entity, during the course of use of SBCC facilities, tools, appliances or equipment by SJRCC or its officers, directors, employees, agents, subcontractors, licensees, and invitees.

(9) All personnel used by SJRCC shall, before entering upon any SBCC campus while students are present, pass a Level 2 background screening as required by Florida Statutes.

(10) Either party may terminate this agreement by providing the other sixty (60) days' written notice of its intent to do so.

(11) All notices or other communications given pursuant to this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid and shall be effective upon date of delivery as evidenced by the return receipt. Notice shall be mailed to:

ST. JOHNS RIVER COMMUNITY COLLGE
c/o (Its Designee)
283 College Drive
Orange Park, Florida 32065

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
c/o Superintendent of Schools
900 Walnut Street
Green Cove Springs, Florida 32043

(12) This Agreement, including all other documents referred to herein or other documents annexed hereto contains all of the

representations warranties, covenants, agreements, terms, and conditions relating to the rights and obligations of SBCC and SJRCC with respect to the rental of SBCC classrooms or shops by SJRCC. No alterations, amendments, or modifications to this document shall be valid unless executed in writing by the parties hereto or by their designated representatives.

(13) This agreement is for a period of one year from the date of execution and may be extended by written agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first written above.

SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

By: _____
Printed Name: _____
Title: _____

WITNESS
Printed Name: _____

WITNESS
Printed Name: _____

ST. JOHNS RIVER COMMUNITY
COLLEGE

By: _____
Printed Name: _____
Title: _____

WITNESS
Printed Name: _____

WITNESS
Printed Name: _____