

USE AGREEMENT

This Use Agreement is by and between BROWARD COMMUNITY COLLEGE, a publicly supported State of Florida Community College, its successors and assigns (hereinafter referred to as “BCC”) and JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as “JA”).

WHEREAS the above parties have entered into a land lease agreement dated October 27, 2004; and

WHEREAS, as the parties have subsequently entered an Amendment to the Lease, Construction and Easement Use Agreements; and

WHEREAS pursuant to the land lease Amendment to the Lease Construction and Easement Agreement, TENANT was given the opportunity to construct a facility on the land pursuant to the terms and conditions of the land lease agreement; and

WHEREAS the construction of the leasehold improvements were to proceed in a timely manner; and

WHEREAS the parties hereto recognize, acknowledge and herein incorporate all the terms and conditions of the land lease and acknowledge their respective intent; not to waive, alter, delete or limit any of those terms and conditions except as to more clearly define the day-to-day interactions and logistics between the parties; and

WHEREAS the parties now incorporate the terms, conditions and obligations of the Amendment to the Lease, Easement and Use Agreements herein; it is hereby

AGREED AND UNDERSTOOD as follows:

Hydrants:

- JA will contract with a properly licensed inspection and certification vendor.

- JA agrees that hydrants will be maintained pursuant to a schedule standards established by BCC
- JA's failure to adhere to the schedule is a material breach of this Agreement.

Irrigation:

- JA will adhere to all BCC mandates with regards to the use, limitation or restriction of irrigation.
- JA agrees to compensate BCC or to otherwise be responsible for any and all cost associated with their direct or proportionate use of irrigation. The usage rate will be the equivalent rate in effect for the City of Margate for non-potable water. BCC will bill JA Quarterly when applicable. Payment is due within 30 days of JA's receipt of invoice. Interest will apply to all delinquent amounts at one and one-half (1½) percent per month, or the maximum legal interest allowed, whichever is lowest.
- JA will implement all conservation and waste mitigation measures used by BCC immediately upon BCC's issuance of an applicable mandate.

Security Phones:

- JA will insure that all security phones located on the leased premises are in proper working order.
- The operation of all exterior security phones to comply with _____ and BCC security protocol as may change from time to time.
- All damages to the phones will be repaired immediately. JA must report to BCC within twenty-four (24) hours, any security phone that is not in proper working condition.

- If the phone repair is unreasonably delayed, BCC may repair same and JA will pay 115% of the amount incurred by BCC. The reasonableness of the time to make the repair is in BCC's sole discretion.
- BCC will provide notice prior to initiating repair.

Site Lighting:

- JA will maintain all site lighting in proper working order.
- JA is solely responsible for the maintenance and the cost of all sight lighting. This includes any lighting requested or placed by JA outside of the leased area.
- JA will strictly adhere to BCC mandates with regard to on and off time for site lighting unless a specific exception is granted. This requirement is of particular importance with regards to security and conservation.
- JA will provide BCC with a copy of all business licenses so that BCC has an updated copy of licenses for all operations recurring on the leased property.
- JA will provide BCC and keep current an emergency contact list.
- BCC will be immediately advised of a situation requiring notification or response by an external emergency service.
- JA to maintain and provide documentation to BCC of current certifications on all annually inspected systems, such as fire suppression system, fire hydrants, security system, security phones, etc.
- JA to maintain and provide documentation to BCC of current licenses to operate the facilities.
- JA to provide a monthly summary of utility expenses on an annual basis.

Parking

J.A., at its expense, will build one parking space on BCC property for every BCC parking space that is eliminated as a result of the design of the JA facility. The location of the spaces to be built by JA will be determined by BCC.

GENERAL TERMS:

1. In the event JA owes payment to BCC, JA shall mail BCC's payment within forty (40) days after receipt of an invoice, or receipt, inspection and acceptance of the goods or services whichever first occurs. Failure to mail the warrant within 40 days shall result in JA paying interest at a rate of one and one-half (1½) percent per month, or the maximum allowed by law, whichever is lowest, on the unpaid balance. The interest payment shall be mailed within 15 days after BCC has mailed the invoice, and said interest will continue to accrue until all outstanding debt, including interest, is paid in full.

2. BCC agrees that bills and invoices for labor, services and materials shall be submitted to the Controller with sufficient detail. Each bill or invoice will clearly identify the services, portion of services and expenses for which compensation is sought.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

4. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of the any contract.

5. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

6. This Agreement will remain in effect for the term of the land lease and may be modified by BCC upon JA's breach of the land lease or upon the assignment of all or any portion of the land lease as may be permitted by BCC.

7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the schedule of documents attached hereto as **Schedule A**. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

9. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document

shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. BCC's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. Failure to comply is a material breach of this Agreement.

12. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered without the expressed prior written consent of BCC. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any party hereto.

15. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (Force Majeure). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

16. All obligations of the parties under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

17. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

18. Notice to the other party must be in writing, sent by U. S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice to:

Broward Community College
Attn: Provost North Campus
1000 Coconut Creek Blvd., 49/102
Coconut Creek, FL 33066 - Telefacsimile: 954-201-2389

Junior Achievement
2335 East Atlantic Boulevard
Suite 200
Pompano Beach, Florida 33062

Signed, Sealed and Delivered
In the Presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ of _____, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

Notary Public, State of Florida
Commission No. _____
My Commission Expires: