

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FT. MYERS, FL 33902-0398

**THIS LEASE AGREEMENT** ("*Lease*"), entered into this 7th day of December 2021, between **United States Congressman Byron Donalds**, in his official capacity, hereinafter called the "Lessee", and **Lee County**, acting by and through the Board of County Commissioners for Lee County, a political subdivision and charter county of the State of Florida, hereinafter called the "County".

**WITNESSETH:**

That the County, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, described as follows:

**1039 S.E. 9<sup>th</sup> Avenue  
Suite 308  
Cape Coral, FL 33990**

Which shall constitute an aggregate area of approximately 996 square feet of net rentable office space ("*Premises*") at a gross rental rate of \$10.00 per square foot per year.

**1. TERM**

The Term ("*Term*") of this Lease for the above-described Premises will commence on the 1<sup>st</sup> day of January, 2022 to, and including, the 31<sup>st</sup> day of December, 2022.

**2. RENT**

The County hereby leases to the Lessee and the Lessee hereby leases from the County the above-described Premises for the Term set out in Article I of this Lease and the Lessee agrees to pay the County the sum of \$860.00 per month ("*Monthly Rent*"). The Monthly Rent for the Term will be paid, in arrears, in monthly installments of the rent on or before the last day of each calendar month. The Monthly Rent will be paid to the County at the following address:

Lee County Board of County Commissioners  
1500 Monroe Street, Fourth Floor  
Ft. Myers, FL 33901  
Attention: Fiscal Pool

(or at such other address as may be directed by the County.)

### **3. PARKING SPACE(S)**

County will provide three (3) uncovered assigned parking spaces for use by Lessee or Lessee's employee. The County affirms that the current fair market value of an uncovered parking space is \$10.00 per month each. The fee is included in the agreed upon Monthly Rent. The County agrees to notify the Lessee of any change in the fair market value of the space.

### **4. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

The County agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the Premises during the Term of this Lease at the sole expense of the County.

The County agrees to furnish janitorial services and all necessary janitorial supplies for the Premises during the Term of this Lease.

### **5. LIGHT FIXTURES**

The County agrees to install in the Premises, suitable light fixtures for the use of the Lessee.

The County will be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

### **6. SECURITY OF THE PREMISES**

The County, including its agents and representatives, reserves the right to alter or install required security measures and access means to the building.

### **7. MAINTENANCE AND REPAIRS**

The County will maintain and keep in repair the interior and exterior of the Premises during the Term of this Lease and will be responsible for the replacement of all windows broken or damaged in the Premises, except when such breakage or damage is caused to the Premises by the Lessee, its officers or agents. The cost of any repairs to the Premises that are caused by the Lessee, its officers or agents will immediately be paid to the County upon receipt of an invoice from the County.

The Lessee will provide for maintenance and repairs, and replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, personal artwork, etc.) during the Term of this Lease.

## **8. UTILITIES**

Unless otherwise indicated, the County will bear the full cost of electrical service, water service, garbage pickup, sewer service, pest control service and fire extinguisher service used by the Lessee. Lessee will bear the full cost of telephone and data services provided to the Premises at its own expense. County will provide and bear the full cost of service for cable television in one (1) location within the Premises, to include CNN, C-SPAN I, C-SPAN II, and all local channels.

## **9. ADA STANDARDS AND ALTERATIONS**

The County agrees that the Premises now conform, or that prior to Lessee's occupancy, the said Premises will, at County's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

The Lessee will not have the right to make any alterations in and to the Premises during the Term of this Lease. If Lessee requires an alteration within the Premises, Lessee will first send a written request to the Director of County Lands. Upon review of the request, the Director of County Lands will determine if the request for alteration is suitable for the space. All work will be performed and/or supervised by the County. Lessee will bear the cost of the alteration unless otherwise noted.

## **10. NONLIABILITY OF LANDLORD FOR PROPERTY INDEMNITY**

The County will not be responsible or liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee, including those arising out of damages or losses occurring on sidewalks or other adjacent areas to the Premises. Lessee waives any claim against County for damages relating to its occupancy of the Premises from any cause whatsoever including, but not limited to burglary, theft or damage by water. Lessee waives any claim against County for damages relating to its occupancy of the Premises from any cause whatsoever including, but not limited to burglary, theft or damage by water. The foregoing waiver is subject to the terms of the Federal Tort Claims Act, 28 U.S.C. 2671-80.

Furniture and artwork placed by the County and located in the Premises is the property of the County and may be used by the Lessee during the Term of the Lease. Any repairs to or replacement of this furniture is at the sole discretion of the County. If Lessee does not desire to use any or all of the furniture, it will be removed and stored by the County. Lessee may furnish the office area only with their personal furniture at their own expense. No furniture from the common areas will be removed.

County will not be liable for any repairs or damages to Lessee's furniture or equipment.

## **11. FIRE AND OTHER HAZARDS**

In the event that the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the Lessee, the County at its option may forthwith repair the damage to Premises at its own cost and expense. As the result, the Monthly Rent will cease until the completion of such repairs and the County will immediately refund the pro rata part of any Monthly Rent paid in advance by the Lessee prior to such destruction. Should the Premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the Monthly Rent will abate to the extent that the injured or damaged part bears to the whole of such Premises and such injury or damage will be restored by the County as rapidly as is practicable and upon the completion of such repairs, the full Monthly Rent will commence and the Lease will then continue the balance of the Term.

Should the Premises be damaged or rendered unsuitable for occupancy due to the negligence of the Lessee, its officers, agents or invitees during the Term of this Lease then the Monthly Rent will continue to be paid by the Lessee until such repairs have been completed and Lessee can once again occupy the space. The cost of any repairs to the Premises that are caused by the Lessee, its officers or agents will immediately be paid to the County upon receipt of an invoice from the County. The cost of any repairs to the Premises that are caused by the Lessee, its officers or agents will immediately be paid to the County upon receipt of an invoice from the County, subject to the terms of the Federal Tort Claims Act, 28 U.S.C. 2671-80.

The County will provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal. The County will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

## **12. SUITABILITY FOR USE**

The County warrants that the Premises are fit for the conduct of the governmental business of the Lessee. The County further warrants that the Premises comply with all statutes and laws, either federal, state or local, applicable to the intended use of the Premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the Premises, or any portion thereof by the Lessee, at the option of the Lessee, will automatically

void this Lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this Lease by giving seven (7) calendar days' notice to the County of its intention to do so.

### **13. EXPIRATION OF TERM**

At the expiration of the Term, the Lessee will peaceably yield up the Premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee will have the right to remove from the Premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by it, provided the Lessee restores the Premises to as good a state of repair as they were prior to the removal.

### **14. WAIVER OF DEFAULTS**

The waiver by the County of any breach of this Lease by the Lessee will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

### **15. RIGHT OF COUNTY TO INSPECT**

The County, at reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this Lease.

### **16. BREACH OF COVENANT**

This Lease is made upon the condition that, except as provided in this Lease, if the Lessee will neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default will continue for a period of thirty (30) days after written notice thereof from the County to the Lessee, then the County lawfully may, immediately, or at any time thereafter, without further notice or demand, enter into and upon the Premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise will terminate but without prejudice to any remedy which might otherwise be used by the County for arrears of Monthly Rent or for any breach of the Lessee's covenants herein contained.

### **17. INSURANCE**

The County and Lessee acknowledge that the United States House of Representatives, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, under which recovery

may be sought through the United States House of Representatives Chief Administrative Officer for any injury or loss arising under this Lease due to the negligent or wrongful act or omission of Lessee or any of Lessee's employees acting within an official scope and capacity. Lessee, the United States Chief Administrative Officer, and their agents, employees or invitees, will not be required to provide any certificates of insurance to County. County further agrees that neither the Lessee nor the United States House of Representatives, nor any of the United States House of Representatives' officers or employees will indemnify or hold harmless the County against any liability of the County to any third party claim that may arise during or because of the Lease or Lessee's occupancy. Notwithstanding any condition or provision to the contrary as may be stated or contained in this Lease or any attachment thereto, in all events, Lee County's liability under the terms and conditions as set forth in the Lease, is limited to the extent provided by Florida law.

Lee County agrees to be liable in tort for any injuries or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time. However, nothing herein will be deemed to be a waiver of the County's sovereign immunity under law.

## **18. USE OF PREMISES**

The Premises are publicly-owned property and leased to Lessee for use as United States Congressman administrative offices, the services of which are open to the public and other activities related to Lessee's purpose. No member of the public will be arbitrarily prohibited or denied reasonable access to the Premises during normal business hours open to the public.

The Lessee will continuously and uninterruptedly use, occupy, operate and conduct business in the Premises in such a manner as to help establish and maintain a good reputation for the whole building complex of which the Premises forms a part.

The Lessee will not voluntarily, involuntarily or by operation of law assign or in any manner or otherwise encumber this Lease, or sublet the Premises or any part thereof, or permit the use of the same by anyone other than the Lessee.

The Premises must be used to provide direct services in a normal workweek and will not be used for other purposes such as storage.

The Lessee acknowledges that it is liable and responsible for the performance of all Lessee's obligations under this Lease and that the County is entitled, at the County's discretion, for the faithful performance of all such obligations.

The Lessee will abide by all reasonable directions and requirements of the County and will keep and abide by all laws, ordinances, rules and regulations of all government bodies and their respective regulatory agencies having jurisdiction over the Premises. The Lessee further agrees that it will not use said Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice.

The Lessee will not make or suffer any unlawful, improper or offensive use of the Premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the Premises are located, now or hereinafter made, as may be applicable to the Lessee.

#### **19. RIGHT TO TERMINATE**

Provided that the Lessee is not in default under the terms of this Lease, if Lessee desires to terminate this Lease, it may do so by giving County written notice of such intent not less than thirty (30) days prior to the termination date. In the event of a termination of this Lease by the Lessee, then Lessee will not remove any of its goods or property from the Premises other than in the normal course of its business without first having paid all Monthly Rent and other charges due or assessed against it.

This Lease may be terminated upon thirty (30) days written notice by Lessee or the U.S. House of Representatives Chief Administrative Officer upon resignation, expulsion, or death of the Lessee.

This Lease may be terminated by Lessee or the United States House of Representatives Chief Administrative Officer upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Lessee's use of the Premises for the intended purpose.

Lessee will correct any violation of the requirements of this Lease within ten (10) calendar days written notice of same from County.

## 20. NOTICES AND INVOICES

All notices required to be served upon the County will be served by Registered or Certified Mail, Return Receipt Requested, at:

Lee County  
1500 Monroe Street, 4th Floor  
Ft. Myers, FL 33901  
Attention: County Lands

All notices required to be served upon the Lessee will be served by Registered or Certified Mail, Return Receipt Requested, at:

Congressman Byron Donalds  
1039 S.E. 9<sup>th</sup> Avenue, Suite 308  
Cape Coral, FL 33990

with copies to:

Administrative Counsel  
217 Ford House Office Building  
Washington, D.C. 20515.

## 21. CONTACTS

For purposes of this Lease, the County representative will be **Robert Clemens, County Lands, 239-533-8833** and the Lessee's representative will be **Jesse Purdon, 734-516-1688, [jesse@jessepurdon.com](mailto:jesse@jessepurdon.com)**.

## 22. TERMINATION OF PRIOR AGREEMENTS

Upon the effectiveness of this Lease, any prior lease, including any amendments thereto, will terminate and be of no further force and effect, and will be superseded and replaced in its entirety by this Lease.

## 23. DEFINITION OF TERMS

The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and will also include any renewals, extensions or modifications of this Lease.

The terms "County" and "Lessee" will include the heirs, successors and assigns for the parties hereto.

The terms "rentable" will be interchangeable with "useable" when used to describe

the square feet of office space occupied under the Lease.

The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

**24. INCORPORATED DISTRICT OFFICE LEASE ATTACHMENT**

County and Lessee agree that the District Office Lease Attachment (attached hereto) is incorporated into and made part of this Lease.

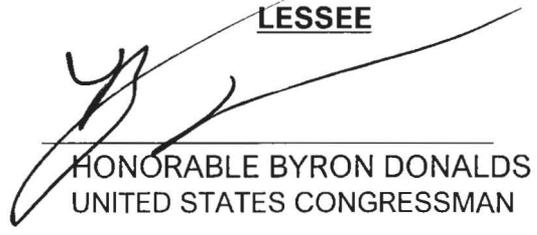
**25. WRITTEN AGREEMENT**

This Lease and the District Office Lease Attachment contains the entire agreement between the parties hereto and it may be modified only in writing, with the approval of the Board of County Commissioners and the Lessee.

(End of provisions signature pages follow.)

IN WITNESS WHEREOF, the COUNTY and LESSEE have caused this Lease to be executed by their respective and duly authorized officers on the day and year first written above.

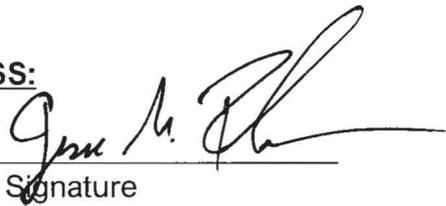
LESSEE

  
\_\_\_\_\_  
HONORABLE BYRON DONALDS  
UNITED STATES CONGRESSMAN

10-28-21

DATE

WITNESS:

  
\_\_\_\_\_  
Witness Signature

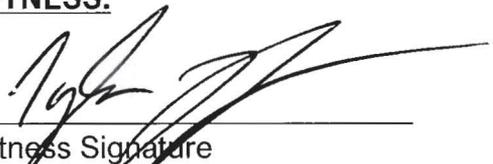
Jesse M. Purdon

Printed/Typed Witness Name

10/28/21

DATE

WITNESS:

  
\_\_\_\_\_  
Witness Signature

Tyler Haymon

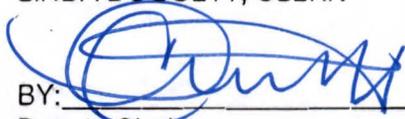
Printed/Typed Witness Name

10.28.21

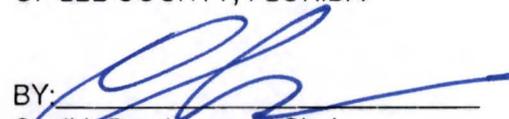
DATE

Approved and accepted for and on behalf of Lee County, Florida, this 7th day of  
December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY:   
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:   
Cecil L. Pendergrass, Chair



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

  
County Attorney's Office

## District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

### SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

#### To be completed by the Lessor (required amenities):

\* High-Speed Internet Available Within the Leased Space.  
Please list any internet providers known to provide service to the property:

\* Interior Wiring CAT 5c or Better within Leased Space.

#### To be completed by the Lessor (optional amenities):

Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

#### The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking.  3 Assigned Parking Spaces

Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes: Water and electric

Janitorial Services. Frequency: \_\_\_\_\_

Trash Removal. Frequency: \_\_\_\_\_

Carpet Cleaning. Frequency: \_\_\_\_\_

Window Washing.  Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: \_\_\_\_\_

Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No

Building Manager.  Onsite  On Call Contact Name: Marco Dano

Phone Number: 239-533-8115 Email Address: MDano@leegov.com

#### To be completed by the Member/Member-elect (required):

- The leased space will serve as my flagship (primary) District Office.  
 The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.

## **District Office Lease Attachment**

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### **SECTION B** **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

## **District Office Lease Attachment**

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).

## **District Office Lease Attachment**

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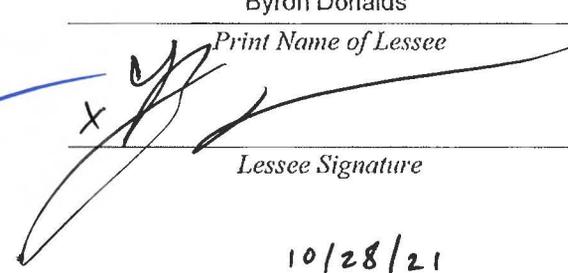
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

### District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<p>Commissioner Cecil L Pendergrass, Chairman Lee County Board of County Commissioners District 2</p> <p>_____ Print Name of Lessor/Landlord</p> <p>By:  Lessor Signature Name: Title:</p> <p>12/8/21 _____ Date</p>	<p>Byron Donalds</p> <p>_____ Print Name of Lessee</p> <p> Lessee Signature</p> <p>10/28/21 _____ Date</p>
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From the Member's Office, who is the point of contact for questions? Name Jesse Purdon Phone (734) 516-1688 E-mail Jesse.Purdon @mail.house.gov
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This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.
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