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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 18, 2007

Agenda Item No. 9(A)(2)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

R-1377-07

Subject: Resolution Authorizing Execution of an Agreement with the Humane Society of Greater Miami to Operate Spay/Neuter Clinic

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of a sub-lease agreement with the Humane Society of Greater Miami/Adopt-A-Pet (HSGM) to operate the County's Spay/Neuter Clinic in order to provide low cost veterinary care to the community.

Scope

This agreement will allow HSGM to utilize the County's Spay/Neuter Clinic facility for $1 per year in order to continue providing low-cost veterinary preventive care services countywide. HSGM will provide some additional services for preventive care that the Animal Services Department is unable to provide. At this time, Animal Services provides free spay/neuter services and low-cost rabies vaccines at the Spay/Neuter Clinic five days per week. HSGM will have sufficient staffing to provide some expanded services such as low-cost spay/neuter surgeries, vaccinations, heartworm and fecal tests. Qualified constituents who provide proof of federal income assistance will be able to receive free services. The level of service provided to the community will remain consistent with the standards set by Miami-Dade County.

Fiscal Impact/Funding Source

The adopted FY2007-08 budget includes projections for the Animal Services department to enter into an agreement whereby the leased property at 10700 SW 211 Street would be used by the HSGM to provide low cost spay/neuter and preventive veterinary care services. Currently, Animal Services operates the clinic five days a week with four full time staff that include one Veterinarian, one Veterinary Technician and two Customer Service staff.

With the approval of this agreement, those four staff persons will be transferred to the main animal shelter at 7401 NW 74 Street in order to assist the department in operations there. This will alleviate a percentage of overtime in the clinic, decrease the need for contract veterinarians and provide much needed staff in the customer service area of the main shelter. The HSGM will incur the operational costs associated with these services as per the agreement attached. As part of the FY 2007/08 budget, Animal Services will continue to make the lease payments on the property of $24,000 per year.

Track Record/Monitor

This is the first time that such partnership is being implemented. The HSGM, in existence since 1936, operates a successful shelter and a low cost clinic in Palmetto Bay providing spay/neuter surgery and preventive care. The Executive Director of the Humane Society of Greater Miami will be responsible for the contract, with oversight by the Animal Services department.

Background

In FY 2006/07, Animal Services handled over 34,000 pets. This overpopulation crisis, unfortunately not unique to our community, can best be addressed through low cost, high volume spay/neuter programs. Since no one specific organization or Miami-Dade County department can solve this overwhelming problem on its own, the department is working on forming partnerships to more effectively address this

crisis while simultaneously being fiscally responsible. The approval of this agreement will allow for these critical services to continue being offered to the community.

The agreement is for a period of two years, with the option to renew for two additional one-year periods.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 18, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(2)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)(A)
12-18-07

RESOLUTION NO. R-1377-07

RESOLUTION APPROVING EXECUTION OF SUB-LEASE WITH HUMANE SOCIETY OF GREATER MIAMI/ADOPT-A-PET TO OPERATE VETERINARY CLINIC AT SOUTH DADE GOVERNMENT CENTER AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, there is an overpopulation of companion animals in Miami-Dade County; and

WHEREAS, the Humane Society Of Greater Miami/Adopt-A-Pet, Inc. (the "HSGM") is a registered Florida non-profit corporation, organized for, among others, the purposes of caring for shelter animals and reducing the animal overpopulation problem; and

WHEREAS, the COUNTY, through its Animal Services Department, is in the first year of a three-year lease for a modular space unit (the "Unit") to operate a veterinary clinic at the South Dade Government Center; and

WHEREAS, the Animal Services Department does not have the financial resources to continue to operate the clinic during the remaining term of the lease and the Unit will not be used for County purposes; and

WHEREAS, the HSGM has requested to sub-lease the Unit to operate a veterinary clinic to provide low-cost spay/neuter surgeries and vaccinations and other preventive care to the pets of Miami-Dade County residents on a not-for profit basis,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a sub-lease with the Humane Society Of Greater Miami/Adopt-A-Pet, Inc. (the "HSGM"), in

substantially the form attached hereto and made a part hereof, which provides the HSGM with the use of the modular space unit located at the South Dade Government Center for a 2-year term renewable for two 1-year terms for a rent of $1.00 per year; and authorizes the County Mayor or designee to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner Joe A. Martinez , who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa , and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairman thereupon declared this resolution duly passed and adopted this 18th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney
to form and legal sufficiency.

Dennis A. Kerbel

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SUB-LEASE AGREEMENT

THIS AGREEMENT made on the day of , 200 , by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "COUNTY" or the "LANDLORD," and the HUMANE SOCIETY OF GREATER MIAMI/ADOPT-A-PET, INC., 16101 W. Dixie Highway, Miami, FL 33160, hereinafter referred to as the "HSGM" or the "TENANT,"

WITNESSETH:

WHEREAS, there is an overpopulation of companion animals in Miami-Dade County; and

WHEREAS, the COUNTY, through its Animal Services Department, leases a modular space unit to operate a veterinary clinic at the South Dade Government Center (the "Clinic") but currently does not have the financial resources to continue to operate the Clinic to its fullest capacity; and

WHEREAS, the HSGM has volunteered to sub-lease the unit and operate the Clinic to provide low-cost spay/neuter surgeries and vaccinations and other preventive care to the pets of Miami-Dade County residents,

NOW THEREFORE, the COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby sub-leases to the HSGM and the HSGM hereby agrees to sub-lease from the COUNTY the demised premises described as follows:

GE Capital Modular Space Units located at 10700 SW 211 Street, Miami, Florida 33166, behind the South Dade Government Center, and further described as:

UNIT	CLASS	WIDTH	LENGTH	SERIAL NO.
603699	MULT	12'	60'	DSI126686A
603700	MULT	12'	60'	DSI126686B
603701	MULT	12'	60'	DSI126686C
603702	MULT	12'	60'	DSI126686D

and subject to the lease agreement, including any subsequent renewals or amendments, between the County and GE Capital Modular Space (the "Lease"), a copy of which is attached hereto as Exhibit A and is incorporated herein by this reference.

TO HAVE AND TO HOLD unto said TENANT for a term of two (2) years , commencing upon approval of the Board of County Commissioners and acceptance of leased space, and terminating two (2) years thereafter, for and at a total rental of 1 Dollar and 00/100 ($1.00) per year.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

Property #

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely to operate a veterinary clinic, subject to the following provisions:

a. HSGM shall comply with the terms of the Lease.

b. HSGM shall be responsible for providing the following:
   i. All personnel necessary to operate the veterinary clinic;
   ii. All medical equipment, including without limitation the following equipment: oxygen for surgeries, pharmaceutical supplies, suture supplies, and surgical tools;
   iii. Maintenance of each anesthesia machine;
   iv. Scheduling and hours of operation;
   v. Computers and telephone equipment;
   vi. Custodial Services; and
   vii. Serving as the responsible veterinarian for the premises permit.

c. The COUNTY shall be responsible for providing the following:
   i. All payments due under the Lease; and
   ii. Anesthesia machines (2)
   iii. All office furniture, surgical tables and animal cages currently at the site.

d. HSGM shall provide the following services:
   i. Low-cost spay/neuter services;
   ii. Preventive care, including without limitation, rabies vaccines, vaccine boosters, and heartworm and fecal tests; and
   iii. Free surgeries for indigent residents of Miami-Dade County who provide proof of federal income assistance (limited program).

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises in the condition they are in at the beginning of this Sub-Lease Agreement.

ARTICLE III
UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Sub-Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in sanitized and good repair, condition, and appearance, during the term of this Sub-Lease Agreement or any extension or renewal thereof, the interior of the demised premises. TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the demised premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenantable or unfit for the purpose of TENANT, either party may cancel this Sub-Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased building are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Sub-Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such demised premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said demised premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the demised

premises so that they equal the condition of the demised premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the demised premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD. TENANT has no obligations under the lease if the LANDLORD's acts or omissions cause the premises to be damaged or destroyed.

ARTICLE VI
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Sub-Lease Agreement or the term hereof.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

Signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Sub-Lease Agreement and any damage or unsightly condition caused to demised premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during the TENANT's established operating hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of

removing placards, signs, fixtures, alterations, or additions which do not conform to this Sub-Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Sub-Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Sub-Lease Agreement or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Sub-Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Sub-Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Sub-Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Sub-Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this Sub-Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the TENANT.

2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

1) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

1) Non-performance of any covenant of this Sub-Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of LANDLORD in litigation instituted by TENANT against LANDLORD or brought by LANDLORD against TENANT.

E. LANDLORD, through its County Manager or his designee, shall have the right to cancel this Sub-Lease Agreement or any portion thereof at any time by giving the TENANT at least eleven (11) months written notice prior to its effective date, provided that LANDLORD may not exercise this right during the first year of this Agreement..

CANCELLATION By TENANT: TENANT shall have the right to cancel this Sub-Lease Agreement at any time by giving LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Sub-Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Sub-Lease Agreement for two (2) additional one (1) year renewal option periods upon the same terms and conditions by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Sub-Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the Executive Director, Humane

Society of Greater Miami/Adopt-A-Pet, 16101 W. Dixie Highway, North Miami Beach, Florida 33160, shall constitute sufficient notice to TENANT to comply with the terms of this Sub-Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Sub-Lease Agreement or required by law.

ARTICLE XVIII
INSURANCE

Prior to occupancy, TENANT shall furnish to the Miami-Dade County Animal Services Department,, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the HSGM as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Sub-Lease Agreement in an amount not less than $500,000 combined single limit for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $250,000.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida",

issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Sub-Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Sub-Lease Agreement. If insurance certificates are scheduled to expire during the term of the Sub-Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

LANDLORD is responsible for standard property insurance which would cover the property in the event that the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty except solely due to TENANT's negligence.

ARTICLE XIX
PERMITS , REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Sub-Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by LANDLORD and failure to do so will constitute a breach of this Sub-Lease Agreement.

ARTICLE XX
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Sub-Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without

limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Sub-Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Sub-Lease Agreement.

ARTICLE XXII
DEFAULT OF TENANT

If TENANT shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after

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written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Sub-Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Sub-Lease Agreement.

ARTICLE XXIV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month. In the event of such holding over, all of the terms of the Sub-Lease Agreement shall remain in force and effect on said month to month basis.

ARTICLE XXV
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVI
WRITTEN AGREEMENT

This Sub-Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Sub-Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

WITNESS

WITNESS

(TENANT)

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

COUNTY COMMISSIONERS

By:_____
Carlos Alvarez
Mayor (LANDLORD)

EXHIBIT A

GE Modular Space
modspace.com

LEASE AGREEMENT NO.:	305667
RENEWAL AGREEMENT NO.:	350733
ACCOUNT NO.:	752344
CUSTOMER NO.:	305951

RETURN EQUIPMENT TO GEMS:

MIAMI
5000 N.W. 72ND AVENUE
MIAMI
FL 33166
Telephone: 305-592-7998
1-800-523-7918
Fax: 305-477-0862

ACTIVATED

GE MODULAR SPACE, a division of Transport International Pool, Inc., a Pennsylvania corporation ("GEMS") hereby leases the equipment specified below (the "Equipment") to:

Miami Dade County
Animal Services Department
7401 N.W. 74 Street
MIAMI
FL 33166
Customer Contact: Virginia C. Diaz
Telephone: 305 805 1761
Fax: 305 805 1619
P.O. #: POPDO300727
Project Name: Animal Control

The Equipment will be located at (subject to Section 4 on attached page):

10800 SW 211th St
Behind Govt Center
MIAMI
FL 33166

Customer hereby leases Equipment from GEMS for a minimum period of 36 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay GEMS without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. This lease is hereby renewed as of the 5th day of April, 2007.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
603699	MULT	12'	60'	DSI12686A	$444.75	$102.35	$14.62	$24,776
603700	MULT	12'	60'	DSI12686B	$444.75	$102.35	$14.62	$24,776
603701	MULT	12'	60'	DSI12686C	$444.75	$102.35	$14.62	$24,776
603702	MULT	12'	60'	DSI12686D	$444.75	$102.35	$14.62	$24,776

ONE TIME CHARGES		
RETURN DELIVERY		
BUILDING RETURN* (Qty: 4)		**
DISMANTLING		
REMOVE RAMPS* (Qty: 1 at $915.00)		$915.00
TEAR DOWN COMPLEX* (Qty: 1)		**
* Billed at Termination	Total	$915.00
** Billed at current rate at Termination		

MONTHLY CHARGES	
COMPLEX	$1,779.00
RENTAL	
STEPS (Qty: 1 at $38.00)	$38.00
RAMPS (Qty: 1 at $226.00)	$226.00
Total	$2,043.00

DAILY: $58.48
WEEKLY: $409.40

No agent, employee or representative of GEMS has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.
Setup is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code.
Electrical, water and sewer supply, and connections provided by others.
Steps, decks, platforms and walkways provided by others.
Lessee/buyer shall be responsible for and bear the cost of obtaining all permits, licenses, and insurance required.
Above figures do not include sales and use tax, unless otherwise specified.
Buyer/Lessee shall be responsible to contact the local utility protection service at least 48 hours prior to setup, and area must be marked.
THIS PROPOSAL DOES NOT REPRESENT A CONTRACTUAL COMMITMENT AND IS SUBJECT TO G.E. MODULAR SPACE CORPORATE APPROVAL.
SUITABLE AND ACCESSIBLE SITE REQUIRED BY TRUCK.
TEARDOWN AND RETURN DELIVERY WILL BE BILLED AT CURRENT RATE AT TIME OF RETURN.
SITE PREPARATION NOT PART OF THIS PROPOSAL.

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modspace.com

Form: US062998A

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. **Lease**
This transaction is an operating lease and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

2. **Rental and Other Payments**
(a) The start of the lease term is the date on which GECMS substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to GECMS in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges for the Optional Insurance Program and Damage Waiver will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to GECMS. All payments by Customer will be made without setoff or deduction of any kind.
(b) Customer will pay GECMS for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by GECMS on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.
(c) For Customer's convenience, GECMS intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, GECMS may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by GECMS.
(d) When the Lease term exceeds eleven (11) months, the rental charge may, at GECMS's option, be adjusted upward, based upon the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI") (United States Bureau of Labor Statistics or such other index as may succeed the CPI), as follows: For each change of one percent (1%) in the CPI from the CPI as available immediately prior to the start date of this Lease, the rental rate will be adjusted by a factor of one percent (1%). Any adjustments will take effect at six (6) months following the start date of this Lease and will be further adjusted each six (6) months thereafter. The adjustment will be based on the most recent CPI indices available prior to the invoice in which an adjustment is made.

3. **Delivery and Installation**
(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Customer. **GECMS ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.**
(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment. Customer agrees that all certificates of title or registration applicable to the Equipment will reflect GECMS's ownership of the Equipment.
(c) GECMS's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond GECMS's control (including but not limited to breaches by GECMS's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.
(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to GECMS with respect to Site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of GECMS's scope of work.
(e) GECMS may suspend work at the Site if GECMS deems the Site to be unsafe.

4. **Maintenance of Equipment**
(a) Customer will not move or in any way modify the Equipment without written consent of GECMS. Notwithstanding GECMS's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. GECMS may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.
(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. GECMS will have the right to inspect the Equipment from time to time until the Return Date and if GECMS believes the Equipment to be misused, abused or neglected, GECMS may summarily remove and repossess the Equipment at Customer's cost.
(c) Customer will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.
(d) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Customer's possession, GECMS may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.
(e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes.

5. **NO WARRANTY FOR MERCHANTABILITY OR FITNESS**
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY GECMS ON THE EQUIPMENT.

6. **Limitation of Damages**
Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. GECMS is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

TERMS AND CONDITIONS OF LEASE AGREEMENT

7. **End of Lease**
(a) Unless specified otherwise, Customer must give GECMS sixty (60) days' prior written notice of the date on which the Equipment is to be returned.
(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of GECMS, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as GECMS declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and GECMS may terminate such month-to-month extensions at any time.
(c) If, at any time after the initial or any renewal term (or at GECMS's request at any time this Lease is on a month-to-month basis), GECMS requests the return of the Equipment, Customer will return the Equipment to GECMS, within five (5) days, at GECMS's designated address, at Customer's sole cost. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.
(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:
i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;
ii) If Customer is not the first user: (A) if the Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease Charge ("AWLC"); (B) if the MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the MLP cancelled.
iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs"). In addition, Customer will pay in full the unpaid Amortized One-Time Costs. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

8. **Indemnification**
Customer hereby specifically indemnifies, agrees to defend and holds harmless GECMS, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:
(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;
(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;
(c) Any act or omission of Customer in violation of this Lease;
(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and
(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of GECMS or the repossession or return of Equipment by GECMS in accordance with the terms of this Lease.
The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to any Losses whether they are asserted before or after the Return Date.

9. **Insurance**
(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to GECMS as to the insurer and as to the form and amount of coverage, with premiums prepaid:
i) Commercial General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming GECMS as an additional insured.
ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming GECMS as a loss payee.
(b) Customer will deliver certificates evidencing all such insurance to GECMS within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Optional Insurance Program or the Damage Waiver Option, Customer will not have to deliver certificates of insurance to GECMS for the type of risks covered by the Optional Insurance Program or Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to GECMS.
(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, GECMS may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars ($100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to GECMS.
(d) Obtaining insurance as described above, including the Optional Insurance Program, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that GECMS is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

10. **Optional Insurance and Damage Waiver**
(a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option") or (iii) to elect both options. If the Optional Insurance Program or the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Optional Insurance Program or accept the Damage Waiver Option, then, Section 10(b) will apply if Customer elects to enroll in the Optional Insurance Program and, Section 10(c) will apply if Customer accepts the Damage Waiver Option.
(b) The Optional Insurance Program is fully described in an Outline of Coverage ("the "Outline of Coverage") which Customer has received and reviewed prior to any election to enroll in the Optional Insurance Program. All questions regarding the Optional Insurance Program will be answered by the qualified licensed insurance agent identified in the Outline of Coverage. If Customer properly elects to enroll in the Optional Insurance Program, so long as such coverage is still in full force and effect, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i).
(c) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a)(ii) and Customer will not be liable to GECMS in excess of $500 per unit of Equipment for loss or damage specified in Section 8(a), except Customer will not be relieved of liability if Customer violates any other provision of this Lease. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**
(d) Customer's coverage under the Optional Insurance Program or acceptance of the Damage Waiver Option may be cancelled by either party and rates for coverage under the Optional Insurance Program or fees for the Damage Waiver Option may be changed upon thirty (30) days' prior written notice. If the Optional Insurance Program or Damage Waiver Option is, for any reason, cancelled, Customer will provide to GECMS evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.
(e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents and, only extends to Equipment installed on ground level.
(f) The Damage Waiver Option will not be binding upon GECMS unless any loss, damage, injury or claim is reported to GECMS in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that GECMS reasonably requests.

TERMS AND CONDITIONS OF LEASE AGREEMENT

11. **Default**

The occurrence of one or more of the following in clauses (a) - (e) below will constitute an Event of Default under this Lease:

(a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;

(b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;

(c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Customer, any Control Person or any Guarantor defaults under any other agreement with GECMS or any affiliate of GECMS; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of GECMS becomes worthless.

Upon the occurrence of an Event of Default, GECMS will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. GECMS will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants GECMS the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment.

(Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to GECMS on demand all fees, costs and expenses incurred by GECMS in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of GECMS will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by GECMS pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in this Lease.

If GECMS retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, GECMS is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in GECMS's possession or in public storage, at GECMS's sole discretion.

12. **GECMS' Right To Cure**

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, GECMS may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. **Set-Off**

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, GECMS will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts GECMS may hold as prepayments or deposits for GECMS liabilities to Customer whether or not then due to Customer.

Unless otherwise prohibited by law, GECMS will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

14. **Assignment, Amendment, Modification, Miscellaneous**

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than GECMS, without the prior written consent of GECMS. GECMS may assign this Lease and the rentals reserved under this Lease. If GECMS makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to GECMS under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on GECMS unless signed by an authorized officer of GECMS. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws.