

OFFICE USE AGREEMENT

THIS AGREEMENT is entered into as of August 19, 2011, between THE CITY OF LEESBURG, FLORIDA, as Owner, and THE LAW OFFICES OF TIMOTHY M. DOUD, LLC, as Occupant.

TERM. The term of this Agreement shall commence on October 1st, 2011, and shall continue thereafter on a month to month basis until terminated in accordance with the terms set out below.

TERMINATION. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to the effective date of the termination.

USE. Owner shall provide, subject to the terms of this Agreement, use of the conference room at Owner's property described as 8807 Airport Boulevard, Leesburg, Florida 34788, along with use of the fax machine and copier in the premises. All usage by Occupant shall be between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday only. Occupant shall have no access to the premises outside those days and hours.

COMPENSATION. Occupant shall pay Owner the sum of \$75.00 per month, plus any applicable sales taxes, payable on the first day of each calendar month during the term of this Agreement, without invoice or demand. In addition, Occupant shall pay Owner the following amounts ("Additional Compensation") which shall be invoiced monthly to Occupant by Owner, on the 25th day of each month with payment due on the first day of the following month: (i) \$25.00 per hour or portion thereof during which Occupant actually utilizes the premises under this Agreement; (ii) for faxes and copies, \$0.25 per page faxed or copied at the premises.

Occupant shall have a grace period of five (5) days from the due date to pay the monthly usage fee and the Additional Compensation. Any amounts not paid within that grace period shall be subject to a late fee of 8% of the unpaid amount or \$5.00 per day after the grace period until paid, whichever is greater.

MAIL. Occupant shall not receive regular mail deliveries at the premises, but may on an occasional basis receive documents either by hand delivery or by Federal Express, UPS or other overnight courier service. Owner shall have no obligation to forward any such items delivered to the premises, to the Occupant, and shall have no liability for the loss of or damage to any such items.

RESERVATION FOR USE. Occupant shall reserve the use of the conference room at least 24 hours in advance of usage, and shall notify Owner of cancellation of any reserved usage as soon as possible after learning that Occupant will not be using the premises during the reserved time. All usage by Occupant shall be inferior to the rights of Owner to use the premises for its own purposes, and Owner may decline a reservation by Occupant if Owner has planned to use the premises at the same time, however once Occupant registers a reservation with Owner, Occupant shall have the primary right to use the facility during the reserved time.

NOTICES. Notices may be sent by regular mail, via hand delivery, or by Federal Express, UPS or other widely recognized overnight courier service. Notices sent by regular mail shall be considered effective as of the third business day following posting, whether or not received. Notices sent by hand delivery shall be effective upon delivery. Notices sent by overnight courier service shall be effective on the next business day after the notice is placed in the hands of the courier service for delivery. Notices to Owner shall be sent to City Hall, 501 West Meadow Street, Leesburg, Florida 34748, Attention: Airport Manager. Notices to Occupant shall be sent to P.O. Box 1777, Tarpon Springs, Florida 34688.

ASSIGNMENT. Occupant may not assign its rights or delegate any of its responsibilities under this Agreement, without the prior, written consent of Owner, which may be granted or withheld in Owner's sole and unfettered discretion.

ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
BILL POLK, Mayor

ATTEST: _____
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

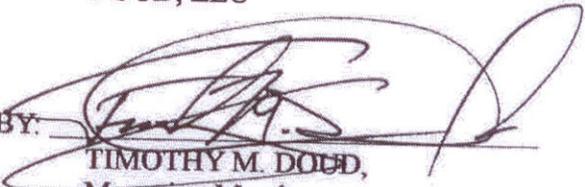
CITY ATTORNEY

WITNESSES:

Barbara Brandon
Barbara Brandon
(Type or print name of witness)

Brandi Cavell
Brandi Cavell
(Type or print name of witness)

LAW OFFICES OF TIMOTHY M.
DOUD, LLC

BY: 
TIMOTHY M. DOUD,
Managing Member