

**6C7-7.206 Standard Lease Agreement Form.**

(1) The University uses a standard lease form, which may be obtained from the Purchasing Division, Orlando Tech Center, 12479 Research Parkway, Orlando, Florida. Provisions of the University's Standard Lease Agreement may be changed or additional covenants or conditions added thereto with the prior approval of the University Attorney.

(2) Escalation Clauses Prohibited. A lease shall not contain a rental escalation clause or an open rental rate that permits an adjustment in the amount paid by the University based on the happening of a future event, such as a change in the Consumer Price Index. Any such clause in a lease shall be null and void and unenforceable. The final cost to the University for the complete term of a lease, including the projected costs for all renewal periods, must be clearly set forth in the lease or calculable based on the terms of the lease.

(3) Right-to-Terminate Clause Required. A right-to-terminate clause shall be a part of any lease for a term exceeding one fiscal year and may not be omitted from any University lease. To comply with this provision, each lease for a term exceeding one fiscal year shall contain the following clause; "The State of Florida's performance and obligation to pay under this lease is contingent upon an annual appropriation by the legislature."

(4) Renewal of Leases. Any lease may contain an option to renew. Any such renewal shall be made according to the terms and conditions of the lease.

*Authority: BOG Resolution dated January 7, 2003. History—Formerly 6C7-4.052(4), (5), (6), (7), F.A.C., Renumbered 8-4-82, Amended 3-16-03.*