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- (c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes any prior understandings between them concerning the same. This Agreement may not be altered, changed, or amended, except by an instrument in writing executed by all parties hereto. The terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party is the "owner" or the "tenant" hereunder or such party or its counsel is the draftsman of this Agreement.
- (d) If Tenant is a corporation, partnership or other entity, Tenant warrants that all consents or approvals required of third parties (including but not limited to its board of directors or partners) for the execution, delivery, and performance of this Agreement have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Agreement.
- (e) Whenever in this Agreement there is imposed upon Owner the obligation to use its best efforts, reasonable efforts or diligence, Owner shall be required to do so only to the extent the same is economically feasible and otherwise will not impose upon Owner extreme financial or other burdens.
- (f) The phrase "the date hereof" shall mean and refer to the date first above written. Any reference to the "Term" hereof shall be deemed to include any renewal or extension thereof where appropriate.
- (g) If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.
- (h) The captions at the beginning of the several paragraphs of this Agreement are for convenience of reference only. They shall be ignored in construing this Agreement.
- (i) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument.
- (j) Neither this Agreement nor any memorandum thereof (except as otherwise specifically provided for hereinabove) shall be recorded in any public records.
- (k) This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida.