|  |  |  |
| --- | --- | --- |
|  |  | **Real Estate and Leasing Services Lease Agreement for Storage Facilities** |

THIS LEASE AGREEMENT is made and entered into this  day of , , between , their successor(s) and/or assigns, hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the , hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to-wit:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE the following described premises:

|  |  |
| --- | --- |
| (Room/suite and street address) |  |
| (City, state and ZIP) |  |
| (Legal description and building name) |  |
| Consisting of       net usable square feet of space to be used by the LESSEE for  (general purpose). The leased premises are shown on the floor plan, signed and dated by LESSOR, attached to this Lease Agreement as **Attachment A.** |

1. **TERM.** This lease shall begin on the  day of ,  and end on the  day of , .
2. **RENT.** The LESSEE shall pay the LESSOR the amount of $ per MONTH for a TOTAL $as rental for the above described premises for the term of this Lease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time that the facility is occupied by the LESSEE.
3. **UTILITIES AND SERVICES.** The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this lease: (LESSOR must initial each service which will NOT be provided.)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Electricity |  | General parking |  | Pest control |
|  | Gas |  | Snow and ice removal |  |  |
|  | Water and sewer |  | Building security |  |  |

1. **MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.**
	1. LESSOR agrees to keep, repair and maintain, at LESSOR’s expense, the leased premises and all electrical and mechanical devises, sidewalks, roof structure and parking surfaces of every kind or nature located upon or serving the leased premises in good repair, condition, and working order, suitable to the purpose and use for which LESSEE has leased these premises.
	2. The LESSOR shall be responsible for all costs incurred for any inspections required for LESSEE’S occupancy.
	3. LESSEE agrees to use the premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.
	4. Exterior lighting shall be furnished by LESSOR as necessary for security.
	5. For the purpose of maintaining the premises, the LESSOR reserves the right to enter at reasonable times to inspect the premises and to make the necessary repairs thereto.
	6. LESSEE is prohibited from making permanent improvements to nonstate-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
2. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** The LESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to health, safety, fire and public welfare.
3. **CASUALTY DAMAGE.** It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the building and premises shall be promptly repaired by the LESSOR. During the time of repair, if the space cannot be fully utilized by LESSEE, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of fire or any other cause or causes, this Lease Agreement may be terminated and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.
4. **LIABILITY INSURANCE.** The LESSOR shall maintain general liability insurance in an amount no less than $1,000,000.00 per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement, unless a greater amount is specified by the LESSEE in Section 12 of this Lease Agreement. There shall be no cancellation, material change or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original Certificate of Insurance naming the Certificate Holder as follows: State of Oklahoma, Attn: **contact name, agency, street address, city, state, ZIP code**. The Certificate of Insurance shall be attached to this Lease Agreement as **Attachment B**. A valid Certificate of Insurance shall be provided to LESSEE as changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals thereof.
5. **LESSEE’S PERSONAL PROPERTY.** LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees or invitees, and shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE’S personal property, equipment and fixtures if caused as a result of a failure of the building systems or LESSOR’S negligence.
6. **TERMINATION.** LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least 30 days prior to desired date of cancellation, and that rental shall cease upon date of vacation.
7. **OPTION TO RENEW.** The LESSEE shall have the option to renew this Lease Agreement for  additional 12-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder, the parties agree that during any option period, the LESSEE reserves the right to cancel the lease by LESSEE giving notice in writing to LESSOR, at least 30 days prior to desired date of cancellation and that rental shall cease upon date of vacation.
8. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions and deletions listed below or attached hereto:
	1.
	2.
	3.
9. **SIX-MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification to the user agency by certified mail to the LESSEE if the lease will not be renewed on the same terms and conditions as this Lease Agreement no less than six months prior to (a) the end of the lease term or any extension of the lease term, if the LESSEE has no options to renew in Section 11 above; or, (b) the end of the last renewal period after the LESSEE has exercised its last option to renew. Failure by the LESSOR to provide said notification shall result in the automatic renewal of the Lease Agreement at the option of the LESSEE, for an additional 12-month period, on the same terms and conditions. This extended 12-month term, however, shall not automatically include any further options to renew. In such case, the six-month notification requirement must also be provided for this additional 12-month lease period.
10. **TRANSFER.** In the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma Legislature, becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. In such case the Oklahoma Office of Management and Enterprise Services determines it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, to include the transfer of any options remaining on the current Lease Agreement.
11. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S. § 451-457 of the Oklahoma statutes, as amended. Written documentation of the inspection is attached to this Lease Agreement as **Attachment C**. Reinspection of the premises will not be necessary after initial occupancy unless determined by the appropriate State of Oklahoma regulatory agency or the Oklahoma Office of Management and Enterprise Services. This inspection will not be required on self-storage type buildings.
12. **HEALTH AND SAFETY STANDARDS.** The LESSOR shall adhere to the requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40 O.S. § 401-424.
13. **CHANGE OF OWNERSHIP.** The LESSOR shall be responsible for immediately notifying the LESSEE of any transfer of ownership of the leased premises. Further, the LESSOR and transferee shall provide a fully executed Notice of Change of Lessor form (CAM/LEASING – FORM 289F) to the Oklahoma Office of Management and Enterprise Services. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Office of Management and Enterprise Services.
14. **OWNERSHIP/FINANCIAL INTEREST.** The LESSOR attests that no person holding an ownership or other financial interest to the leased premises is a current member of the Oklahoma Legislature. Further the LESSOR attests that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the Contract Non-Collusion Certification.
15. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| LESSOR |  |  | LESSEE |  |
|  | (Type or print) |  |  | (Type or print) |
| By |  |  | By |  |
|  | (Signature) |  |  | (Signature) |
|  |  |  |  |  |
|  | (Print name and title) |  |  | (Print name and title) |
| Date |  |  | Date |  |

|  |
| --- |
| State of Oklahoma, by and through itsOklahoma Office of Management and Enterprise Services |
|  |
| Director of OMES Real Estate and Leasing Services |

|  |  |  |
| --- | --- | --- |
|  |  | **Contract Non-Collusion Certification** |

In accordance with 74 O.S. § 85.22, any contract executed by the state shall contain the following certification:

|  |  |
| --- | --- |
|  | , for purposes of entering into a lease contract with the state, do hereby certify: |

1. I am the duly authorized agent of      , the LESSOR under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.
2. I am fully aware of the facts and circumstances surrounding the making of the contract, to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract.
3. Neither the LESSOR nor anyone subject to the LESSOR'S direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
5. That no person holding an ownership or other financial interest to the leased premises is a current member of the Oklahoma Legislature.
6. I further certify that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the real property, the execution of the Lease Agreement will not violate any provisions of the Oklahoma Constitution.

|  |  |  |
| --- | --- | --- |
|       |  |       |
| Name (PRINT) |  | Title (PRINT) |
|  |  |       |
| Signature |  | Date |

LESSOR INFORMATION: (Must be completed.)

|  |  |
| --- | --- |
| Firm/name |       |
| Address |       |
| City/state |       |
| Phone |        |
| Email |       |
| Soc. Sec./FEI # |       |

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including, but not limited to, the Civil Rights Acts of 1964 and 1991 and the Americans with Disabilities Act of 1990.