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

OMES Real Estate and Leasing Services



2401 N. Lincoln Blvd., Ste. 126, Oklahoma City, OK 73105 – Phone: 405-521-3819

**PURPOSE OF FORM**

The standard State of Oklahoma Lease Agreement for storage facilities shall be used for all initial leasing transactions for self-service type storage or facilities leased for the sole purpose of storage where there are no employees working in the space on a daily basis. It shall also be used if the effective date of any change to a lease for storage facilities coincides with a renewal period.

**INSTRUCTIONS FOR USE OF THE FORM**

1. The form shall be used, regardless of the annual rate, if the space will be self-service type storage or the space is storage space where there will be no employees working in the space on a daily basis. (The agency may elect to use CAM Form 289A if employees will be present.)
2. The use of any other lease form must be preauthorized by OMES Real Estate and Leasing Services.
3. No provisions of the form may be changed, or nonstandard terms or conditions added, without prior approval by OMES REALS.
4. If a change, addition and/or deletion to the lease agreement is authorized by OMES REALS, it must also be initialed by both the lessor and the agency in order to indicate mutual acceptance of the terms and conditions.
5. Reference rules: OAC 260:95-1 (all).

**INSTRUCTION FOR PREPARATION OF THE FORM**

1. A draft lease should be prepared and submitted electronically to OMES REALS for approval.
2. Upon approval, the agency should submit one electronically generated Adobe copy of the lease to the lessor for digital signature or obtain the lessor’s original signature on two hard copies of the lease, after which it will be signed by the agency.
3. Each copy of the lease shall be signed by the agency director or designated representative authorized by OMES REALS.

**DATE:** Enter current date.

**LESSOR:** Enter name of person or company who has legal ownership of the property. A broker or property manager cannot be listed unless they have legal authority to represent the owner on the contract and have legal authority to receive rental payment on behalf of the owner. Written documentation of such delegation of authority shall be provided by the owner and attached to the lease.

**LESSEE:** Enter full name of agency. Do not use a division name or individual employee’s name.

**SECTION 1. PREMISES:**

**Room, suite, street address:** Enter complete address, including room or suite number.

**City and ZIP:** Enter appropriate information.

**Legal description and building:** Enter the name of the building, if applicable. The legal description shall be provided. If more space is required, it should be included in Section 13 (Special Terms and Conditions) or as an attachment to the lease.

**Net usable square feet:** The state uses net usable square feet as the standard method of measurement of space in nonstate-owned facilities. It is defined as the area for which the State of Oklahoma shall pay a square-foot rate and shall be determined as follows:

* 1. If single tenant, computing the inside gross area of the space by measuring from the normal inside finish of the permanent exterior walls or from the face of the convector (pipes or other wall-hung fixtures), if the convector occupies at least 50% of the length of the exterior walls.
  2. If multiple tenant, measuring from the exterior building walls as above (a.) and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.
  3. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:
  4. Toilets and lounges.
  5. Stairwells and bearing partitions.
  6. Elevator and escalator shafts.
  7. Building equipment and service areas.
  8. Entrance and all elevator lobbies.
  9. Stacks and shafts.
  10. Common-area space accessible to and/or utilized by entities other than the state is not included as net usable square feet.
  11. If restrooms are available in a common area of a multiple tenant building, those restrooms within the state’s leased space which are for the state’s exclusive use shall be included in net usable square feet.
  12. When the only accessible restroom facilities are within the state’s leased space, one set of restrooms and their enclosing walls shall be deducted.

**Floor plan:** A dimensioned or scaled plan (1/8” = 1’ or 1/4” = 1’) of the space, signed and dated by the lessor, shall be attached to the lease and identified as **Attachment A**.

1. The square footage should be verified by the agency before preparing the lease.
2. The square footage indicated on the floor plan should agree with the figure on the lease.
3. If dimensions are indicated on the floor plan, they should be taken from the interior of the perimeter walls and must include the internal wall spaces.
4. A facsimile of a scaled plan will not be acceptable, as it distorts the scale.

**SECTION 2. TERM**:

1. The initial term cannot exceed one 12-month period. However, it does not have to end the last day of the fiscal period if that would be less than one year.
2. No month-to-month lease periods shall be accepted without preauthorization by OMES REALS.

**SECTION 3. RENT:**

**Sum of:** Enter amount of monthly payment.

**Total of:** Enter amount of total payment for the full lease term. Note: If the lease term is less than 12 months, do not indicate a 12-month total.

**SECTION 4. UTILITIES AND SERVICES:**

* + 1. The lessor must initial all utilities and services that will **not** be provided.
    2. The column to the left of each service must not be marked by the agency except to indicate the number of reserved parking spaces, if applicable.
    3. Any additional services or utilities which the lessor is going to provide must be included in Section 12, Special Terms and Conditions or as an Attachment to the Lease (CAM Form 289B).

**SECTION 5. MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT:**

Section 5(f) of the Lease Agreement notifies the lessor that the state cannot legally pay for any permanent improvements to privately owned property.

**SECTION 6. LAWS, CODES, ORDINANCES, RULES, REGULATIONS**:

These codes have been adopted by the State of Oklahoma to ensure all state facilities provide reasonable safety from fire, smoke, panic and related hazards, and ensure a high level of access, health, comfort and well-being for all occupants and the general public.

**SECTION 7. CASUALTY DAMAGE:**

This clause allows the agency to either reduce or withhold lease payments if the space cannot be utilized by the agency because of damages to premises. If the premises are unfit, then the agency may terminate the lease without further obligation.

**SECTION 8. LIABILITY INSURANCE:**

1. The lessor must furnish a current Certificate of Insurance that names the agency leasing the space as the certificate holder.
2. The Certificate of Insurance shall be **Attachment B** of the lease.
3. If the lessor is another state agency, documentation of insurance is not needed.
4. If the lessor is a city, county or federal entity, a statement of self-insurance may be accepted in lieu of a certificate.

**SECTION 9. LESSEE’S PERSONAL PROPERTY:**

1. Each agency is responsible for its own contents, e.g., furniture, computers, file cabinets, etc.
2. If the lessor damages the agency’s property because of building system failures or lessor negligence, the lessor is responsible for the damage and shall replace or reimburse the agency for said damage.

**SECTION 10. TERMINATION:**

The standard Lease Agreement allows the agency the right to terminate the lease with 30-days written notification to the lessor. No deviation from this clause shall be made without preauthorization from OMES.

**SECTION 11. OPTION TO RENEW:**

1. Enter the number of options for which the lessor agrees to renew the lease on the same terms and conditions.
2. It is recommended that the agency attempt to secure at least four additional 12-month periods at the same terms and conditions.
3. If the lease will be renewed at a different rate from the original rate, Section 11 can be amended to reflect the change or the rate for the renewals can be specified in Section 12.

**SECTION 12. SPECIAL TERMS AND CONDITIONS:**

1. Any special terms, conditions, modifications, additions or deletions to the Lease Agreement must be included in this section.
2. If additional space is required, the provisions should be included on an attachment to the lease (CAM Form 289B), and should also be referenced in Section 12. **For example**:Refer to **Attachment F**.
3. Examples of items to be included in Special Terms and Conditions would include special options to renew the lease, renovations, special parking, fencing, security, etc.

**SECTION 13. SIX-MONTH NOTIFICATION:**

The standard Lease Agreement requires the lessor to provide written notification to the agency if the lease will not be renewed on the same terms and conditions as the Lease Agreement. The notification must be made six months prior to the end of the lease term if the agency has no remaining options to renew the lease.

Failure by the lessor to provide this notification will 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.

**SECTION 14. SUBLET OR TRANSFER:**

1. This section provides the agency the ability to sublet or transfer the lease to another state agency so long as the lessee agency remains the primary tenant of the space.
2. If the agency or the division of an agency occupying the space is transferred to another state agency, or the division becomes an independent state agency, this clause enables the lease to transfer to the new agency.

**SECTION 15. ASBESTOS**:

1. The agency must obtain written documentation from the Oklahoma Department of Labor certifying that friable asbestos is not present in the space to be leased. Note: If the space is a self-storage type building, an asbestos inspection will not be required.
2. The documentation shall be identified as **Attachment D** of the lease.
3. If documentation is already on file for a current lease between the lessor and the agency for the same space, it will not be necessary to have the space reinspected.

**SECTION 16. HEALTH AND SAFETY STANDARDS:**

The lessor is responsible for ensuring the leased space meets all applicable health and safety standards. If you have concerns or questions about the compliance of the leased space, contact the Oklahoma Department of Labor.

**SECTION 17. CHANGE OF OWNERSHIP:**

1. The lessor is responsible for notifying the agency when there is a change in legal ownership of the property.
2. A Notice of Change of Lessor (CAM Form 289F) must be provided to the appropriate parties for signature.
3. Payment cannot be made to the new owner until OMES has approved the Notice of Change of Lessor.

**SECTION 18. OWNERSHIP/FINANCIAL INTEREST:**

The lessor shall attest that no person holding an ownership or other financial interest in the property is a current legislator, or ex-legislator whose ownership or financial interest violates any prohibitions of the Oklahoma Constitution.

**SECTION 19. MODIFICATION:**

The lease cannot be modified, altered or amended except through the use of an Addendum to the Lease Agreement (CAM Form 289C), which shall be authorized by OMES Real Estate and Leasing Services, or through initiation of a new Lease Agreement.

**SIGNATURES:**

**Lessor**: Lessor’s signature or signature of the legal authorized agent of owner.

**Lessee**: Signature and title of agency director or designated representative authorized by OMES REALS.

**State of Oklahoma**: Signature of the director of OMES REALS or designated representative.

**CERTIFICATE OF NON-COLLUSION AND OWNERSHIP:**

This shall be completed by the lessor and notarized. Agency employees should not notarize this affidavit unless they actually witness the signing of the statement by the lessor.

**LESSOR INFORMATION:**

If the lessor has legally delegated signature authority to an agent, both sections of the Lessor Information shall be completed accordingly and written documentation from the lessor, verifying the agent’s authority, shall be attached to the Lease Agreement.

**DOCUMENTATION TO BE ATTACHED TO FORM**

* 1. A 1/8” or 1/4” = 1’ scaled dimensioned floor plan of the space – signed and dated by the lessor (**Attachment A**).
  2. Certificate of Insurance (**Attachment B**).
  3. Asbestos documentation from the Oklahoma Department of Labor (**Attachment D**).

Note: This documentation is not required for self-storage type facilities.

* 1. Purchase order.

The Lease Agreement and required attachments must be submitted to OMES REALS for execution.