



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Real Estate and Leasing Services

Lease Agreement

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, DIVISION OF CAPITAL ASSETS MANAGEMENT (DCAM), 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 & 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."

2. **TERM.** This lease shall begin on the _____ day of _____, and end on the _____ day of _____.
3. **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.
4. **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	_____ Janitorial Services & Supplies-5 days/wk (or _____ days/wk)
_____ Gas	_____ Snow and Ice Removal _____ Pest Control
_____ Water & Sewer	_____ Trash Removal
_____ General Lawn Care	_____ Building Security

5. **MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.**

- It is agreed and understood that the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.
- LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances, and equipment belonging to the LESSOR, 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. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the premises as needed due to normal wear and tear. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.
- The LESSOR shall be responsible for all costs incurred for any Government, State, or City inspections required for LESSEE'S occupancy.
- If the LESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the LESSEE and shall be operated twenty-four hours per day, seven days per week.
- Programmable thermostats with a plastic lock box cover shall be provided by LESSOR if the LESSEE is responsible for the utility expenses. A key shall be provided to the LESSEE for each lock box upon occupancy. If a utility is to be paid by the LESSEE, the LESSOR shall, at LESSOR'S expense, furnish and install a meter for measuring each applicable utility for the leased space.
- LESSOR shall provide LESSEE with keys to the entrances and exits and all locking doors within the leased premises.
- The LESSOR shall provide hard surfaced parking sufficient for the LESSEE'S agents, employees, and invitees.
- Exterior lighting shall be furnished by LESSOR as necessary for security.

- i. LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon LESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by LESSEE.
 - j. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises.
 - k. LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
 - l. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by certified mail, of LESSOR'S deficiency in maintaining the leased premises.
 - (1) If LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within thirty (30) days after proper notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected
 - (2) Should any equipment fail, or repairs fail to be made by LESSOR, which render the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) reduce or withhold lease payments on a pro rata basis for that period of time for which the leased premises were not occupied; (b) immediately terminate this Lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) have the deficiencies, repaired, or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from LESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
 - m. LESSEE is prohibited from making permanent improvements to non state-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
 - n. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space.
 - o. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility, serving the leased premises.
 - p. LESSEE agrees to use the leased 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.
6. **JANITORIAL SERVICES.** The LESSOR shall provide janitorial services per the following specifications unless otherwise specified in Section 4 of this Lease Agreement. If janitorial services will be provided less than five days per week in accordance with Section 4 of this Lease Agreement, items a-e below shall be adjusted and provided accordingly.
- a. Daily removal of waste and refuse, and replacement of trash liners as necessary.
 - b. Daily mopping and sanitation with germicidal detergent of rest rooms.
 - c. Floors swept or vacuumed daily unless otherwise specified in Section 14 of this Lease Agreement.
 - d. Hard surface floors spot mopped daily and mopped at least once per week.
 - e. Daily sanitation with germicidal detergent of break rooms and coffee bars.
 - f. Carpets spot cleaned as needed and steam cleaned annually or as needed.
 - g. Soap and paper products furnished in all rest rooms and break rooms at all times.
 - h. Interior and exterior windows washed annually.
 - i. Hard floors waxed and polished quarterly or as needed.
 - j. Window coverings, floor base, wood trim, light fixtures, light lens, air vents, and walls cleaned twice annually.
7. **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. Furthermore, the State Fire Marshal, or applicable City Fire Marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, and National Fire Protection Association Standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment B".
8. **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 LESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by LESSEE during the time of the repair, 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 damage by 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.

9. **LESSOR'S 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 14 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, Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Real Estate and Leasing Services Office, 2401 N. Lincoln Boulevard, PO Box 53448, Oklahoma City, Oklahoma 73152. The Certificate of Insurance shall be attached to this Lease Agreement as "Attachment C". 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 of this Lease Agreement.
10. **LESSEE LIABILITY INSURANCE.** The LESSEE shall maintain insurance or self-insurance covering LESSEE'S contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management. Liability self-insurance shall correspond directly with 51 O.S. §151, et seq. LESSEE shall provide LESSOR with proof of Self Insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives, or agents.
11. **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 all personal property, equipment or fixtures 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.
12. **TERMINATION.** LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least thirty (30) days prior to the desired date of cancellation, and that rental shall cease upon date of vacation.
13. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for additional twelve-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 thirty (30) days prior to the desired date of cancellation and that rental shall cease upon date of vacation.
14. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:
- a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration, which is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
 - b. During the term of this Lease Agreement, or any extension thereof, LESSOR agrees to reduce the LESSEE'S square footage by an amount determined necessary by the LESSEE due to the reduction in LESSEE's staffing and budget.
 - c.
 - d.
 - e.
15. **SIX MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification by certified mail to the LESSEE (user agency) if the lease will not be renewed on the same terms and conditions contained in this Lease Agreement. Said notification shall be provided no less than six (6) months prior to (a) the end of the lease term, or any extension of the lease term, if the LESSEE has no remaining options to renew in Section 13 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 twelve-month period on the same terms and conditions. However, this extended twelve-month term shall not automatically include any further options to renew. Proper six-month notification must be provided for any additional twelve-month lease periods.
16. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as the LESSEE remains the primary tenant and the SUBLESSEE is a similar type agency. Further, in the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma State 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. If the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management determines that 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, including the transfer of any options remaining on the current Lease 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, DIVISION OF CAPITAL ASSETS MANAGEMENT.

State of Oklahoma, by and through its
Oklahoma Office of Management and Enterprise
Services, Division of Capital Assets Management

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**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
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 state employee or current member of the Oklahoma State Legislature, as provided for in the Oklahoma Ethics Commission Rules, specifically 74 O.S., Ch. 62, App., Standard 257:20-1-1 through 257:20-1-13; and,
6. I further certify that if a former member of the Oklahoma State 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: _____

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.