

Lease ##

**LEASE**

**STATE OF LOUISIANA**

**PARISH OF PARISH NAME**

The following contract of lease is made and entered into by and between Lessor Name, herein represented by, Lessor Representative Name, hereinafter referred to as “Lessor”, and the State of Louisiana, Department Name, herein represented by the undersigned, hereinafter referred to as “Lessee”.

**LEASE TERM:**

**Dates**

**OPTION TERM:**

**Number (#) Years**

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of # Years (#) years, commencing Begin Date, and ending End Date, the following described property:

“# square feet of usable space located at Street Address, City, Louisiana, to be used by the Office, as an type, at the rate of \$sf rate, per square foot per annum with # (#) parking spaces provided.”

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of TOTAL (\$amount) DOLLARS in number (#) equal installments of DOLLARS (\$\$) DOLLARS each, the first installment being due and payable on the day day of month/year, and the remaining installments being due and payable, respectively on the day day of each month thereafter; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30)

days after Lessee actually occupies the leased premises. In any event rent is earned from the date of actual occupancy.

3.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of number (#) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease, unless the United States Government Consumer Price Index reflects an increase in excess of 15% during the term of the primary lease, and Lessor requests, in writing, within sixty (60) days of notification of the Lessee's intent to exercise the option term, a rental increase during the option term to reflect said increase. In that event, the rental payments shall increase the same percentage as the Consumer Price Index, but in no event shall the rental payments increase in excess of 20% of the primary rental payment.

Any increase in rental due to increases in the United States Government Consumer Price Index is contingent upon approval by the State of Louisiana, Division of Administration and legislative funding. In the event said increase is not approved by the State of Louisiana, Division of Administration and/or the Louisiana Legislature does not provide funds for the increase in rental, said increase will not go into effect, in which event Lessor shall have the right to terminate said lease upon six (6) months written notice to the Lessee.

4.

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with thirty (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of State of Louisiana, Division of Administration.

5.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy in accordance with specifications or negotiations by Date, the Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy in accordance with specifications.

6.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy by Date, the Lessee may, at its option and with the approval of the State of Louisiana, Division of Administration, cancel this lease at any time after expiration of such time. If the Lessee elects not to cancel the lease, the Lessee is entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver occupancy in accordance with the specifications until such time as occupancy is delivered or the Lessee cancels the lease.

7.

Should Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

8.

All monthly payments of rent as herein fixed shall be paid by Lessee to: **Lessor remit to address**, until notified in writing differently by Lessor.

9.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirement of La. R.S. 40:Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR DISABLED COMMUNITY, specifically Articles La. R.S. 40:1731 through 40:1744.

10.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

11.

Lessor must comply with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

12.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

13.

Lessor further agrees to paint the interior of the leased premises and all hallways and corridors associated with such premises at not more than three (3) year intervals. All costs associated with this work will be the Lessor's responsibility, including but not limited to, moving of all furniture and equipment.

14.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Division of Administration, quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair,

including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

If an Event of Default has occurred and Lessee fails to remedy the Lessee's Event of Default, Lessor shall have the option to pursue any and all remedies and enforcement of Lessee's obligations against Lessee available in law, subject to any and all limitations set forth the in the Louisiana Procurement Code (La. R.S. 39:1551 – 1755).

This Lease shall be governed by the Law of the State of Louisiana. Any controversy or claim concerning the Lease shall be resolved in accordance with applicable Louisiana law La. R.S. 39:1673. Venue of any action Petition for Judicial Review brought with regard to this Lease shall be in the Nineteenth Judicial District, Parish of East Baton Rouge, after exhaustion of administrative remedies, in accordance with the Louisiana Procurement Code.

15.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to ensure that areas outside of leased premises, including parking facilities, are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor

shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

16.

Any water intrusion in the building will require the following action by Lessor:

Carpet: The following work shall be performed by a restoration contractor who is knowledgeable and experienced in the remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within 48 hours of notification of the occurrence by Lessee, all areas of wet carpet and padding must be immediately removed within the following 24 hours, and replaced with new carpet and padding to match the existing material within a reasonable timeframe, considering production times and availability of the replacement materials.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in the remediation of water-damaged sheetrock. All sections of walls, baseboards, insulation, and ceilings subjected to water intrusion shall be removed within 24 hours of notification of the occurrence from Lessee, and replaced with matching materials, finished and painted not later than seven (7) calendar days following the initial notice from Lessee. The restoration contractor shall certify that the interior wall or ceiling cavities are completely dry prior to the installation or replacement of the insulation, sheetrock, and baseboards.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed within 24 hours of notification from Lessee, and the area dried by the use of area fans. Damaged tiles will thereafter be replaced within a reasonable timeframe, considering production times and availability or replacement materials to match the existing finishes in the leased premises.

17.

Communications:

Lessee Responsibilities:

All communications desktop devices—including intercoms, paging instruments, line status indicators, computer terminals, radio or paging consoles, and telephone answering consoles or sets—shall be installed, maintained, and paid for by the Lessee. The Lessee shall also be responsible for the installation, maintenance, and cost of all communications equipment such as network switches, routers, firewalls, modems, and telephone system controllers.

Lessor Responsibilities:

Should it not be present or be of adequate distribution in the leased space, the Lessor shall provide and install all communications cabling/wiring within the leased space as required to serve the functional needs of the Lessee. All such cable/wire shall be TIA/EIA-568 Category 6A compliant and installed in accordance with applicable installation, electrical, and building codes and standards. The Lessor shall also provide a secured and

adequately conditioned space (including power, cooling, lighting, grounding, and sufficient physical area) for the Lessee's communications equipment. The Lessor's cabling/wiring shall terminate within this same space.

Telecommunications Service Entrance:

The Lessor shall provide a service entrance into the leased space to accommodate local telecommunications carriers for the installation of service delivery cables. These service delivery cables—whether fiber optic or copper—shall terminate in the same room or space as the Lessor's inside cabling/wiring. The Lessor shall provide the required pathways (e.g., conduit, trench, or other approved means) for these service cables in accordance with the carrier's requirements.

Elevator Communication Requirements:

If the leased space includes elevators used by Lessee personnel, the Lessor shall provide an emergency telephone in each elevator as required by applicable building codes. All charges associated with these elevator emergency telephone lines (dial tone service) shall be borne by the Lessor.

18.

LESSOR shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

19.

Complete janitorial services, including restroom and custodial supplies shall be provided by the LESSOR.

LESSOR shall provide pest control services on a monthly basis.

20.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

21.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled

ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease is cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building are only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

22.

Lessor agrees to carry Property Insurance to the replacement cost value of the building structure. Lessee agrees to carry commercial general liability insurance of \$1,000,000 per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee.

For other than intentional and/or negligent acts of the Lessee, Lessor agrees to waive rights or claims against the Lessee, its agents, or employees for any loss to the premises that arises due to force majeure, Acts of God, and other conditions outside the control of Lessee.

If the lessor requires an insurance certificate verifying lessee coverage, please contact State of Louisiana, Office of Risk Management at 225-342-8500 to request the insurance certificate. Lessor will be required to provide a fully executed lease agreement upon insurance certificate request.

23.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such an assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such an assignment must be approved by the Lessor. If the request to assign is by the Lessor, such an assignment must be approved by the Commissioner of Administration via an amendment issued by the Facility Planning and Control, Real

Estate Leasing Section. Approval of the requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

24.

It is agreed by both Lessee and Lessor that in the event Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

25.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days' notice.

26.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the current lease.

27.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

Lessor Representative Name	Division of Administration
Lessor Company Name	Facility Planning and Control
Lessor Address	Real Estate Leasing Section
City, State, Zip	P. O. Box 94095, Capitol Station
Lessor Phone Number	Baton Rouge, LA 70804-9095

28.

Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease recorded in the office of the parish recorder of the parish where the property herein leased is located.

The Lessor must provide a certified copy of the recorded lease to the Lessee.

29.

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27 (LAC 33:III, Chapter 27) Asbestos-Containing Materials (ACM) in Schools and State Buildings and any revisions to these regulations promulgated pursuant to the Louisiana Environmental Quality Act (La. R.S. 30:2001, et seq.) and the Louisiana Administrative Procedure Act (La. R.S. 49:951 et seq.). A copy of these regulations may be found on the Louisiana Department of Environmental Quality's (LDEQ) public website.

Pursuant to LAC 33:III, Chapter 27, if the Lessor has reason to believe that the facility being leased does not contain asbestos, the Lessor must provide appropriate documentation from the architect, project engineer, or other principal responsible for the construction or renovation of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. In addition, the Lessor must provide any forms required by LAC 33:III, Chapter 27, and all required forms shall be properly completed as specified in the regulations. This documentation and any required forms must be submitted to the LDEQ Office of Environmental Services, Public Participation and Permit Support Division for review and approval. If

the documentation as mentioned above cannot be obtained, the Lessor shall have conducted an asbestos inspection of the building in accordance with LAC 33:III. Chapter 27 indicating therein locations of all materials containing more than one (1) percent asbestos, as determined in accordance with LAC 33:III. Chapter 27. This inspection shall be performed by a LDEQ accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the building is occupied, the Lessor shall have developed and shall maintain an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Asbestos Management Plans must be developed by an LDEQ accredited Management Planner and must be submitted in the format as outlined in the LDEQ document entitled “*Required Elements for Asbestos Management Plans for School and State Buildings, Form AAC-8*” located on the LDEQ public website. Prior to occupancy, the original and completed Form AAC-8 must be provided to the LDEQ for approval. Occupancy of the building cannot occur until the Asbestos Management Plan is approved by LDEQ. The Lessor, in accordance with LAC 33:III, Chapter 27, must maintain, have updated, and comply with the approved Asbestos Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, renovations. response action activities, and training of maintenance and custodial personnel. Any updates to the Asbestos Management Plan shall be submitted to the Division of Administration for record purposes. The Lessor must provide a copy of the Asbestos Management Plan and any updates to the Lessee to be maintained at the facility.

All documentation required under this section shall be forwarded to the LDEQ by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

30.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

31.

When requested by the Lessor, the State shall execute a Subordination and/or Estoppel for the Lessor’s financing.

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

**WITNESS:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**LESSOR: Company Name**

**BY:** \_\_\_\_\_  
Name, Title

**Date:** \_\_\_\_\_

**LESSEE: (Department Name)**

**BY:** \_\_\_\_\_  
Name, Title

**Date:** \_\_\_\_\_

**APPROVED:**

This \_\_\_\_\_ day of \_\_\_\_\_, 20##.

**Office of the Governor  
Division of Administration**

**BY:** \_\_\_\_\_  
**Matthew H. Baker, Director  
Facility Planning and Control**