**State of Indiana**

Office Lease

EDS # or Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Lease is entered into by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

**1. Description of Premises Leased**

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately \_\_\_\_ square feet. The space to be leased is commonly known as \_\_\_\_\_, in the City of \_\_, County of \_\_\_\_\_, State of Indiana (the "Leased Premises"). The Leased Premises are more fully described in the legal description, attached as **Exhibit A,** and the floor plan, attached as **Exhibit B**, both fully incorporated herein.

**2. Term of Lease**

This Lease shall be effective for a period of \_\_\_\_\_ (\_) year(s), commencing on \_\_\_\_\_\_\_\_\_\_ \_\_, 202\_, and ending on \_\_\_\_\_\_\_\_\_ \_\_, 202\_.

**OR**

**2. Term of Lease and Confirmation Letter**

This Lease shall be effective for a period of \_\_\_\_ (\_) years, commencing within five (5) working days after the completion of the leasehold improvements as described in the Landlord’s Work Letter, attached as **Exhibit C** and incorporated herein, and the floor plan, attached as **Exhibit B**, and completion of all computer and telephone wiring, including locations of service as agreed by Tenant. The commencement and expiration dates of this Lease will be confirmed by a letter generated by the Tenant and signed by the Landlord with a copy to the Department of Administration (“Confirmation Letter”). This letter will become a part of this Lease as **Exhibit D**. A sample Exhibit D is attached hereto for reference. The actual **Exhibit D**, once executed, shall be incorporated into and made a part of this Lease.

1. **Consideration**

The total agreed rent for the entire term of this Lease shall not exceed the sum of $\_\_\_\_\_\_\_, payable in equal consecutive monthly installments of $\_\_\_\_\_\_\_\_\_, which represents an annual square foot amount of $\_\_\_\_\_. The first month’s rent shall be prorated based on Tenant’s actual move-in date.

If required by law, Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises based on Tenant’s proportionate share of such real estate taxes.

Rent shall be paid in **arrears** as described in Section 5 of the Lease titled “Method of Payment”.

**If rental rate changes annually**:

**If rate changes annually**:

The total agreed rent for the entire term of this Lease shall not exceed the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable as follows:

Year 1 Monthly amount Square foot amount

Year 2 Monthly amount Square foot amount

Year 3 Monthly amount Square foot amount

Year 4 Monthly amount Square foot amount

The first month’s rent shall be prorated based on Tenant’s actual move-in date. Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises based on Tenant’s proportionate share of such real estate taxes.

Rent shall be paid in **arrears** as described in Section 5 of the Lease titled “Method of Payment”.

#### OR

**If operating expenses apply**

**If operating expenses apply**

1. **Base Rent**

The total agreed base rent for the entire term of this Lease shall not exceed the sum of $ \_, payable in equal consecutive monthly installments of $\_\_\_\_\_, which represents an annual square foot amount of $\_\_\_\_\_\_, and an annual total amount of $\_\_\_\_\_\_\_\_\_. The first month’s rent shall be prorated based on Tenant’s actual move-in date.

Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises based on Tenant’s proportionate share of such real estate taxes.

Rent shall be paid in **arrears** as described in Section 5 of the Lease titled “Method of Payment”.

1. **Additional Rent**

It is further agreed that the Tenant may be required to pay additional rent under the following circumstances. Landlord is to be responsible to pay the first $\_\_\_\_\_\_ per square foot, per year of the expenses to operate the Leased Premises. The expenses are set forth within the attached Exhibit "\_\_." Should the components of the expenses to operate the Leased Premises exceed $ per square foot, per year, the Tenant would be responsible to pay the overage, provided the overage does not exceed \_\_\_\_\_percent (\_\_\_ %) annually of the Landlord’s share, or;

Year one : \_\_\_\_\_ cents Year three : \_\_\_\_\_ cents

Year two : \_\_\_\_\_ cents Year four : \_\_\_\_\_ cents

Landlord shall provide verification of actual expenses on an annual basis to Tenant.

1. Landlord and Tenant agree that all rents and additional expenses including, but not limited to, operating expenses and leasehold improvements covered under this Lease shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_.

**Should there be leasehold improvements that will be paid for by the State, please select from one of the following clauses and add under Consideration.**

Tenant shall pay to Landlord an additional one-time payment of $\_\_\_\_\_\_\_\_\_\_\_\_, for improvements as listed in Exhibit "\_\_\_."

### OR

Tenant shall pay to Landlord during the initial term of this Lease $\_\_\_\_\_\_\_\_\_\_ per month for improvements as listed in Exhibit "\_\_\_."

**OR**

**B. Additional Rent**

It is further agreed that the Tenant shall be required to pay additional rent under the

circumstances set out in this Section. Beginning on the first anniversary of the commencement

date of the Lease and annually thereafter for the balance of the Term, including any renewal

Term, if exercised, Tenant shall reimburse Landlord its pro-rata share of the actual Operating

Expenses incurred by Landlord for Tenant’s use of the Leased Premises as described herein,

adjusted to the basis of \_\_% occupancy of the Building, if actual occupancy by tenants for such

year averaged less than 100%, and Controllable Costs subject to a cumulative cap of \_% per

year over the Base Year Amount (as defined herein) (hereinafter referred to as “Additional

Rent”). Only those expenses that vary by occupancy shall be grossed up. Tenant shall not be

responsible for any Additional Rent during the first twelve (12) months of the Lease Term.

The building in which the Leased Premises are located is referred to herein as the “Building.”

**(1) “Operating Expenses”** with respect to any Lease Year shall mean the aggregate of all of Landlord’s actual, out-of-pocket expenses incurred in connection with the operation, repair, replacement and maintenance (as qualified below with respect to capital expenditures) of the Building as is necessary to keep the Building, parking garage and the Common Areas in good order, condition and repair with respect to the operation, maintenance and repair of a Class \_ commercial office building in \_\_\_\_\_\_\_\_, Indiana. Such Operating Expenses shall be determined in accordance with sound management and generally accepted accounting principles. Notwithstanding the foregoing, the following shall not be included as part of the Operating Expenses:

 -depreciation;

 -interest on, and amortization of, mortgages or other similar indebtedness secured by the Building;

 -leasehold improvements, including painting, made for other tenants of the Building or made in order to prepare any portion of the Building for occupancy by a new tenant;

 -brokerage commissions;

 -financing costs;

 -the cost of repairs or restoration necessitated by condemnation;

 -franchise taxes, gross receipts taxes and income taxes of Landlord;

 -the cost of any item or items for which Landlord is reimbursed by insurance, reimbursed by other tenants of the Building, or otherwise compensated;

 -the cost of any work or service performed for any tenant of the Building to a greater extent or in a more favorable manner than that furnished generally to Tenant or other occupants of the Building;

 -rent under any ground lease and/or underlying leases;

 -the cost of any electric current furnished separately to any other tenant through sub-metering or any other means;

 -compensation of any kind paid by any means to officers and executives of Landlord above the level of building or property manager;

 -any cost representing an amount paid to a corporation or entity which is controlled or under common control with Landlord which is in excess of the amounts which would be paid in the absence of such relationship;

 -advertising and promotional expenses incurred in leasing of the Building;

 -the cost of correcting defects in the construction of the Leased Premises, or other parts of the Building;

 -any insurance premium to the extent that Landlord is entitled to be reimbursed therefor by Tenant pursuant to the Lease or by any other occupant of the Building, excluding insurance premiums that are part of Operating Expenses under this Lease;

 -the cost of any architectural additions to the Building that result in a larger building;

 -capital expenditures for depreciable Building improvements, structural repairs, tenant improvements or initial landscaping, except that these expenditures may be amortized at the then-current prime rate of interest over the improvement’s useful life (as determined in accordance with GAAP and/or IRS guidelines), and the annualized amortized amounts may be charged to Tenant as Operating Expenses, but only during the Lease Term;

 -expenditures and capital outlays to bring the Building into compliance with the ADA (defined below) or other applicable, current state, federal, or local statutes, regulations, rules, guidelines, and directives;

 -any expenses resulting from the negligence of Landlord, its agents, servants or employees;

 -any bad-debt loss, rent loss or reserves for bad debts or rent loss;

 -all interest or penalties incurred as a result of Landlord’s failing to pay any Operating Costs or real property taxes as the same shall become due, unless such delay shall be caused by Tenant or Tenant’s agents;

 -the cost of repair or renovation of any tenant space within the Building for the purposes of leasing or releasing said space to third parties or for any other purpose;

 -any and all costs associated with the operation of the business of Landlord as a legal entity, as the same are distinguished from the costs of operation of the Building or Leased Premises;

 -all charges for complying with existing laws, codes, regulations, or ordinances relating to hazardous materials;

 -any mark-up of the cost of utilities as billed by the utility service provider; and

 -real property taxes for the Building, parking areas and common areas. Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises during Tenant’s occupancy based on Tenant’s proportionate share of such real estate taxes subject to the provisions of Section 37 herein.

**(2) Operating Expenses Cap**: Notwithstanding any provision of this Lease to the contrary, the Controllable Operating Expenses used to calculate the Additional Rent for each calendar Lease Year shall be subject to a cap of **\_%**, with the exception of any increases in operating costs with respect to snow removal and any on-site utilities (the “Operating Expenses Cap”). The \_% Operating Expenses Cap shall be cumulative, calculated based on the **20\_\_ Base Year**.

**(3) “Controllable Operating Expenses”** shall mean and refer to those Operating Expenses, the prices of which are under the direct control of the Landlord. Controllable Operating Expenses shall not include the cost of on-site utilities and snow removal. Controllable Operating Expenses are subject to the \_% Operating Expenses Cap.

**(4) “Uncontrollable Operating Expenses”** with respect to any Calendar Year means the aggregate of all actual expenses for on-site utilities, snow removal and janitorial services incurred by Landlord during such calendar year. A detailed breakdown of such Uncontrollable Operating Expenses should be included in the Year-End Statement.

**(5) Base Year and Base Year Amount**. For purposes of this Lease, Operating Expenses for calendar year 20\_\_ are to be considered the “**Base Year** or **20\_\_ Base Year**.” The “Base Year Amount” shall be an amount equal to the rentable rate per square foot of Operating Expenses for the **20\_\_ Base Year** of the Lease grossed up as if the building were at 100% occupancy, multiplied by the square footage of the Leased Premises. The Base Year Amount shall not include real estate taxes.

 Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises during Tenant’s occupancy based on Tenant’s proportionate share of such real estate taxes subject to the provisions of Section 37 herein.

**(6)** “**Tenant’s Building Expense Percentage**” shall mean the quotient by dividing the rentable square footage of the Leased Premises by the total rentable area of the building. The total rentable area of the building **is \_\_\_\_\_\_ rentable square feet** and the Tenants’ Building Expense Percentage is **\_\_\_%.**

**(7)** “**Tenant’s Proportionate Share of Operating Expenses**” shall be an amount equal to the **remainder** of **(i)** the product of Tenant’s Building Expense Percentage times the Operating Expenses **less (ii)** Base Year Amount; provided, however, for purposes of the calculation, Tenant shall pay the lesser of the actual amount of the Controllable Operating Expenses or the amount subject to the Operating Expenses Cap (“Controllable Operating Expenses” shall be subject to a maximum cumulative compounded yearly increase of five percent (\_%) as compared against the Base Year Amount). At no time shall Tenant be responsible for any amount which is grossed up in excess of those amounts that Landlord actually paid.

**(8) Payment of Additional Rent**

The amount of Tenant’s Additional Rent shall be estimated annually by Landlord, and

Written Notice thereof shall be given to Tenant 30 days prior to the end of the Lease

Year. Tenant shall pay to Landlord each month, at the same time the Base Rent payment

is due and otherwise in accordance with Section 5, Method of Payment, an amount equal

to one-twelfth (1/12) of the estimated annual amount of Additional Rent.

**(9) Reconciliation of Additional Rent Amount**

Within 30 days after the end of the Lease Year, and every year thereafter, Landlord shall

prepare and submit to Tenant as part of the monthly invoice required under Section 5,

Method of Payment, a statement showing Tenant’s actual annual Additional Rent amount

(the “Year-End Statement”). In support of the Year-End Statement, Landlord shall

provide verification of actual Operating Expenses on an annual basis to Tenant, upon

request.

Within thirty days after receipt of such Year-End Statement, Tenant shall pay to

Landlord, or Landlord shall credit against the next payment or payments due from Tenant,

as the case may be, the difference between the Tenant’s actual Additional Rent Amount

for the preceding Lease Year and the estimated amount paid by Tenant during such Lease

Year. If this Lease shall commence, expire or be terminated on a date other than the last

day of a calendar year, then the Tenant’s Additional Rent Amount for such partial

calendar year shall be prorated on the basis of the number of days during the year this

Lease was in effect in relation to the total number of days in such year.

As used in this Lease, “Rent” means (1) Base Rent; (2) Additional Rent; and (3) Property Taxes, if applicable. Rent shall be paid in arrears as described in Section 5.

**C. Landlord’s Books and Records; Tenant’s Audit Rights**

Within twelve (12) months after the end of any Lease Year, and no more than once per year, upon thirty (30) days written notice to Landlord, Tenant (and/or its authorized representatives) may examine, inspect, audit, and copy the Landlord’s records concerning Additional Rent for the prior calendar year of the Lease Term at Landlord’s office during normal business hours. Tenant agrees to maintain the confidentiality of any information reviewed in conducting the audit and not to disclose such information to any other party, except as required by law. No such audit shall be conducted by a person or entity paid on a contingency fee basis or whose compensation is determined in whole or in part by the discovery or amount of overcharge or errors. If Tenant’s audit reveals that Landlord overstated the actual expenses for any calendar year, Tenant shall submit a written claim to Landlord (“Tenant’s Audit Claim”) that describes how the expenses have been overstated.

Within 30 days’ receipt of Tenant’s undisputed Audit Claim, Landlord shall reimburse Tenant for any overpayment and, if such audit reveals an overpayment by Tenant of more than 5% of the actual Operating Expenses, Landlord shall pay for Tenant’s reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs associated with such inspection and audit.

If Landlord disputes the results of any Tenant audit, Landlord may hire a certified public accounting firm to conduct an independent audit. Both parties will cooperate with such accounting firm so that it can make a determination so as to the validity of the Tenant’s Audit Claim. The non-prevailing party shall pay the costs of such independent audit. Following Landlord’s audit, the parties may agree to a different reimbursement amount or may resolve any remaining dispute as provided in Section 24 herein. Should Landlord fail to reimburse Tenant hereunder within 30 days after Landlord’s audit or mutual resolution, Tenant shall have the right to offset the overpayment against Additional Rent.

Nothing in this section shall preclude Tenant from conducting an internal audit of expenses paid under this Lease at any time during the Lease Term and any renewals.

Additionally, Landlord agrees to assist Tenant in responding to any federal audit during the Lease Term, if requested.

**4. Option to Renew**

Landlord grants to Tenant an option to renew this Lease for an additional term of \_\_\_\_\_ (\_) year(s). The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment not to exceed $\_\_\_\_\_\_\_\_ per month, which represents an annual square foot amount of $\_\_\_\_, and an annual total amount of $\_\_\_\_\_\_. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal, approved by the Department of Administration, at least sixty (60) days prior to the termination date of this Lease.

**OR**

Landlord grants to Tenant an option to renew this Lease for an additional term of \_\_\_\_\_ (\_) years after the Lease Term. The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment **not to exceed** **the then current market rate for comparable office space in \_\_\_\_\_\_\_\_\_ County, Indiana,** as negotiated by the parties. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal, approved by the Department of Administration, at least sixty (60) days prior to the termination date of this Lease. [If applicable: The Base Year for Additional Rent shall be reset during the renewal term.]

**5. Method of Payment**

1. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this Lease or the State of Indiana may elect to deny payment.
2. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.
3. Late payments, if any, shall be determined and made in accordance with IC § 5-17-5-1.
4. Payments; Direct Deposit

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC § 4-13-2-20.

**6. Condition of Payment**

 All services provided by the Landlord under this Lease must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Lease or performed in violation of federal, state, or local law

**7. General Uses by Tenant**

1. Tenant agrees that the Leased Premises will be used and occupied for office, clerical and all other work performed by employees of Tenant in the ordinary course of their duties on behalf of Tenant. Any other use by Tenant must be approved by Landlord prior to such use and Landlord will not unreasonably withhold its approval.
2. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the guidelines outlined herein at 7.C.
3. Should Tenant require improvements during the term of this Lease, said improvements shall be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this clause shall not exceed $25,000.00.

**8. Services to be Provided by Landlord**

1. Landlord shall provide the following services for the Leased Premises during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease:

(1) Routine janitorial services and supplies, including rest room supplies, replacement of light bulbs, and customary cleaning in and about the Leased Premises, as more specifically described in **Exhibit E**, attached hereto and incorporated herein;

(2) Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

 Summer: Cool to 72 degrees.

 Winter: Heat to 70 degrees.

 Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy. The temperature criteria for heating and cooling includes all of the Leased Premises, for example, office space, IT/Server room, conference rooms, lobby area, etc.;

(3) Gas, where applicable, and electricity;

(4) System and fixtures to provide water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water; maintenance and repair of these systems;

 (5) Lighting fixtures and light bulbs adequate to serve the Leased Premises; replacement and

 repair of lighting fixtures and replacement of light bulbs, when necessary;

(6) Sewage services;

(7) Parking; \_\_\_\_\_\_\_\_\_\_ spaces, located \_\_\_\_\_\_\_\_\_\_, at no charge to Tenant during the Lease Term and any renewals;

(8) Snow and ice removal from the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);

(9) Smoke detectors, in adequate number and in functioning condition, to serve the Leased Premises. Landlord shall inspect, maintain, repair or replace smoke detectors as needed. Landlord shall visually inspect the smoke detectors annually to determine that the smoke detectors work properly, and every other year, sensitivity test the smoke detectors. The Leased Premises shall have smoke detectors spaced per applicable building codes.

(10) Fire extinguishers, in adequate number and in functioning condition to serve the Leased Premises. Landlord shall inspect, maintain, repair or replace fire extinguisher devices on a regular basis at the Landlord’s own expense as part of the rent payment or Operating Expenses, if applicable. All fire extinguishers shall conform to all local, state and federal statutes and regulations;

(11) Pest control when needed;

(12) Trash removal (Scavenger Service);

(13) Lawn maintenance, where applicable;

(14) Installation and maintenance of building-standard signage identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;

(15) Building, grounds, Leased Premises and appurtenances in every part kept clean, free from all accumulations of substantial debris, filth, rubbish, garbage, rodents and vermin, and all areas under the control of the Landlord;

(16) Air quality testing shall be conducted by the Indiana State Department of Health as deemed necessary. Any costs incurred for testing and or remediation shall be the sole responsibility and expense of the Landlord;

(17) Shampoo carpets two (2) times per year following the commencement date of the Lease Term, including any renewal terms, over the course of the Lease Term;

(18) Paint walls within the Leased Premises should the Tenant exercise its option to renew the Lease under Section 4; and

(19) Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

1. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant negligence, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.
2. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner after notice is provided by Tenant, or after its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
3. Tenant acknowledges and agrees that in order for Landlord to fulfill its obligation to maintain and repair the Leased Premises, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, at times agreed to by Tenant, for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, at times agreed to by Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.
4. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in section D. above.
5. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.
6. Landlord further agrees to provide access and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 12101 *et seq*.

**9. Insurance**

A. Landlord, at its cost and expense, shall maintain in full force and effect casualty and public liability insurance, with the State of Indiana named as an additional insured, throughout the Lease Term in accordance with the following:

 (1) A policy of commercial general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the Leased Premises, the Common Areas or the Building in an amount not less than seven hundred thousand dollars ($700,000.00) for injury to or death of any one person; five million dollars ($5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Fifty thousand ($50,000.00) for damage to property arising out of any one accident or occurrence; and

 (2) Broad form fire and extended coverage insurance on the Leased Premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in or used in connection with the Common Areas and the Building for their full insurable value on a replacement cost basis.

B. Landlord shall furnish to Tenant a Certificate of Insurance showing that the casualty and broad form fire and extended coverage insurance described in Section 9 (A) is in full force and effect and may not be canceled or materially altered without thirty (30) days prior written notice to Tenant. Landlord shall furnish or shall cause its insurance agent to furnish to the Indiana Department of Administration, Leasing Section, a copy of such certificate at the time Landlord receives the executed Lease from the State. In addition, annually, and in the event of any assignment of this Lease by Landlord, Landlord shall provide or shall cause its assignee to provide updated Certificates of Insurance or copies of such certificates, as applicable, pursuant to the above, to the Tenant and the Department of Administration, within ten (10) days of the anniversary of the effective date of this Lease and within ten (10) days of the effective date of such assignment.

**10. Access to Records**

The Landlord and its subcontractors and sub-landlords, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Lease. They shall make such materials available at their respective offices at all reasonable times during this Lease term, and for three (3) years from the date of final payment under this Lease, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**11. Loss of Use by Tenant**

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant,

1. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;
2. Either party may elect to terminate this Lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty;
3. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable office space available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this period.

**12. Installation of Fixtures**

Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal.

**13. Assignment and Subletting**

A. Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another department or agency of the State of Indiana without the prior written approval of Landlord.

B. Landlord agrees to bind its successors and assignees to all the terms and conditions of this Lease. In the event of such an assignment, whether by sale of the Building or other transfer, and at the request of the Landlord, the parties will enter into an amendment substantially similar to the sample amendment attached to this Lease as **Exhibit F**, recognizing the substitution of party to the Lease. **Landlord shall provide ninety (90) days’ prior written notice to Tenant of Landlord’s assignment of ownership transfer in order to reduce the risk of delayed payments under the Lease amendment.**

**14. Abandonment of Premises**

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of Tenant's rights under Section 30 (Compliance with Laws), Section 31 (Funding Cancellation) or Section 36 (Termination for Convenience) shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under this Lease, Landlord shall in good faith use its best efforts to re-let the Leased Premises and set off against rents due from Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

**15. Surrender and Holding Over**

1. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures and other movable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.

 B. In the event Tenant remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.

**16. Memorandum of Lease**

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property.)

**17. Indemnification**

The Landlord agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Landlord and/or its subcontractors or sub-landlords, if any, in the performance of this Lease. The State shall not provide such indemnification to the Landlord. Landlord may look to IC § 34-13-3 of the Indiana Tort Claims Act and IC § 34-30-9-2 for allowable protection in this area.

**18. Indiana Law**

This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**19. Default by Landlord**

1. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being performed. Default by Landlord shall entitle Tenant to withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within ninety (90) days after Tenant has provided written notice of the default to Landlord.
2. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.
3. Should Tenant be compelled to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:

(1) All administrative and other costs borne by Tenant in procuring a replacement lease or leases.

 (2) Such other, additional relief as may be provided for in this Lease, at law or in equity.

(3) Damages to which the Tenant may be entitled under this clause shall be due and payable thirty (30) days following the date Landlord receives notice from Tenant specifying such damages.

**20. Default by Tenant**

Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by Indiana law.

**21. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

**22. Penalties - Interests - Attorney's Fees**

The Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**23. Disputes**

A. Should any disputes arise with respect to this Lease, the Landlord and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Landlord agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Landlord as a result of such failure to proceed shall be borne by the Landlord, and the Landlord shall make no claim against the State for such costs.

C. If the parties are unable to resolve a Lease dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner’s decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner’s decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner’s decision, it may be memorialized as a written amendment to this Lease if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Landlord of one or more invoices not in dispute in accordance with the terms of this Lease will not be cause for the Landlord to terminate this Lease, and the Landlord may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**24. Modification of Lease**

This Lease may be modified at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.

**25. Miscellaneous Provisions**

1. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
2. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.
3. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.

**26. Liens**

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

**27. Substantial Completion**

Any leasehold improvements shall be deemed to be substantially completed only when completion allows for occupancy and full use of premises. Minor punch list items would not be considered a reason for non- occupancy.

**28. Hazardous Materials**

Landlord, to the best of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

29. Debarment and Suspension

A. The Landlord certifies by entering into this Lease that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Lease by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Lease means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Landlord.

B. The Landlord certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Lease and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Landlord shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Lease.

**30. Compliance with Laws**

A. The Landlord shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of this Lease require formal modification.

B.  The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Landlord has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Lease.**If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Landlord certifies by entering into this Lease that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Landlord agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Landlord. Additionally, further work or payments may be withheld, delayed, or denied and/or this Lease suspended until the Landlord is current in its payments and has submitted proof of such payment to the State.

D. The Landlord warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Landlord agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Lease.

E. If a valid dispute exists as to the Landlord’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Landlord, the Landlord may request that it be allowed to continue, or receive work, without delay. The Landlord must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.

G. The Landlord affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

1. The Landlord and any principals of the Landlord certify that:

(A) the Landlord, except for de minimis and nonsystematic violations, has not violated the terms of:

* 1. IC § 24-4.7 [Telephone Solicitation Of Consumers];
	2. IC § 24-5-12 [Telephone Solicitations]; or
	3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Landlord will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC § 24-4.7 is preempted by federal law.

1. The Landlord and any principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC §24-4.7 is preempted by federal law.

**31. Employment Eligibility Verification.**  As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.  The Contractor further agrees that:

A.  The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B.  The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C.  The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**32. Funding Cancellation**

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**33. Drug-Free Workplace Certification**

As required byExecutive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Landlord will give written notice to the State within ten (10) days after receiving actual notice that the Landlord, or an employee of the Landlord in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Lease payments, termination of this Lease and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Lease is in excess of $25,000.00, the Landlord certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Landlord’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**34. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Landlord covenants that it shall not discriminate against any employee or applicant for employment relating to this Lease with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Landlord certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Lease, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Landlord or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable,Landlord and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**35. Notice**

All notices required to be given under this Lease will be made in writing and will be E-mailed or sent by first class U.S. mail to the parties, as follows:

Landlord: \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Copy to: [If requested by Landlord]

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Tenant: \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Copy to: Commissioner, Department of Administration

 Attention: Deputy Commissioner

Indiana Government Center South

402 W. Washington St., Rm. W462

Indianapolis, IN 46204

Email: sharless@idoa.IN.gov

**Add the following to leases paid for with Federal Money**

**36. Lobbying Activities**

1. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

**37. Termination for Convenience**

The parties agree that the Tenant may terminate this Lease during the Lease term whenever, for any reason, Tenant determines that such termination is in the State’s best interest upon sixty (60) days’ prior written notice to the Landlord. Termination shall occur without penalty to the Tenant.

**If the State agrees to certain early termination fees with approval from IDOA, use this clause.**

**37. Termination for Convenience**

The parties agree that the Tenant may terminate this Lease during the Lease term whenever, for any reason, Tenant determines that such termination is in the State’s best interest upon sixty (60) days’ prior written notice to the Landlord. Termination shall occur without penalty to the Tenant, except for the fees detailed below.

Should Tenant terminate the Lease for convenience, Tenant will reimburse Landlord for its proportional share of the prorated costs of the leasehold improvements in connection with this Lease agreement pursuant to the Schedule of Amortization attached hereto as **Exhibit G**, and incorporated herein, provided Landlord supplies satisfactory documentation of such expenses. Partial month reimbursements shall be prorated accordingly. The final Tenant improvement costs for build out are $ \_\_\_\_\_.

**38. Real Estate Taxes**

A. Landlord shall file an Application for Property Tax Exemption (the “Exemption”) with the County Assessor’s Office (the “Assessor’s Office”) in which the Leased Premises is located with respect to the real estate taxes due on behalf of Tenant in accordance with IC § 6-1.1-10-2(b).

B. Tenant shall cooperate with Landlord in completing any required application forms in connection with the preparation and filing of the Exemption and deliver to the Landlord, not less than thirty (30) days prior to the applicable filing date, the forms and such other information or documents required by the Assessor’s Office. At no expense to Tenant, Landlord shall prepare and file the Exemption prior to April 1st of every even numbered calendar year or such other time as the Assessor’s Office shall require. Landlord shall deliver a copy of the Exemption to Tenant within **five (5) days** of filing. If Landlord fails or refuses to do so, Tenant may execute such exemption form and file it in the name and as the act of the Landlord.

C. In addition to the filings set forth above, in the event (i) Tenant’s proportionate share of property taxes changes and/or (ii) the ownership of the Building changes, Landlord shall make such additional filings on behalf of Tenant as may be required by the Assessor’s Office to maintain the Exemption.

D. Upon Landlord’s receipt of any credit, rebate, refund or other savings resulting from the Exemption with respect to the aggregate amount of real estate taxes that otherwise would be payable by Landlord (collectively, the “Exemption Amount”), Landlord shall submit to Tenant within **five (5)** business days following the determination of the Exemption Amount, a copy of such exemption and, if applicable, invoice Tenant’s proportionate share of any real estate taxes due less the Exemption Amount. Landlord shall deliver to Tenant a copy of any correspondence received in connection with the Exemption.

E. The real estate tax savings realized by Landlord’s Exemption as a result of Tenant’s occupancy in the building (as a non-taxable entity) shall be passed through directly to Tenant and shall not be included in any Operating Expenses, if so applicable, effective following the year the Landlord secures such Exemption.

F. The provisions of this section shall survive the expiration or earlier termination of the Lease.

**39. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Lease shall be resolved by giving precedence in the following order: (1) This Lease; (2) the Work Letter; (3) all the attachments and exhibits prepared by the Tenant, and (4) attachments prepared by the Landlord. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

**40. Public Record.**

The Landlord acknowledges that the State will not treat this Lease as containing confidential information and will post this Lease on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Lease shall not be considered an act of the State.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord.  Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease other than that which appears upon the face hereof.    **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §** **4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC§ 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

1. I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL>

**IN WITNESS** to their agreement, the persons signing this lease execute it for the

 Landlord and Tenant:

**For Landlord: For Tenant:**

(Company name)(Agency Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type in Landlord name (Type in Agency Head's name and title

under this signature line) under this line)

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

 **Department of Administration**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

The above named person(s) for the Rebecca Holwerda, Commissioner

Landlord personally appeared before

me, a Notary Public and acknowledged

the execution of this lease Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_. **State Budget Agency**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Notary PublicZachary Q. Jackson, Director

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

Printed Name

 **Approved as to form and legality**

My Commission Expires: \_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

County of Residence: \_\_\_\_\_\_\_\_\_\_\_ Theodore E. Rokita, Attorney General

Prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Agency Legal Counsel)

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, as required by law.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revised 2/2024

**EXHIBIT A**

**LEGAL DESCRIPTION**

INSERT LEGAL DESCRIPTION

**EXHIBIT B**

**FLOOR PLAN**

ATTACH FLOOR PLAN

**EXHIBIT C**

**LANDLORD’S WORK LETTER**

Landlord shall provide, at Landlord’s sole cost and expense, improvements and renovations to the Leased Premises according to Tenant’s exact standards and specifications (“turnkey”) and in accordance with this Work Letter.

ADD ALL THE TENANT’S SPECIFICATIONS FOR LANDLORD’S TENANT IMPROVEMENTS AND INCLUDE FLOOR PLAN WITH NOTES, IF APPLICABLE.

You may use the **Tenant Interior Build-out Specifications** attached at the end of the Manual.

**SAMPLE**

**EXHIBIT D**

**Letter of Confirmation**

**EDS # or Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Letter of Confirmation is to be attached to the Lease between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Landlord) and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the **\_\_\_\_\_\_\_\_\_\_\_\_** (Tenant). This Letter complies with Section 2 of the Lease which states that Landlord and Tenant shall confirm the commencement and expiration dates of the Lease for **\_\_\_\_\_\_ rentable square feet** located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_, State of Indiana**, by signing a Letter of Confirmation, generated by the Tenant, which shall then become an attachment to the Lease. Therefore, it is agreed by the Landlord and Tenant that the Lease commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The total agreed rent for the entire term of this Lease shall not exceed the sum of $\_\_\_\_\_\_\_, payable in equal consecutive monthly installments of $\_\_\_\_\_\_\_\_\_, which represents an annual square foot amount of $\_\_\_\_\_. The first month’s rent shall be prorated based on Tenant’s actual move-in date.

If required by law, Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises based on Tenant’s proportionate share of such real estate taxes.

Rent shall be paid in **arrears** as described in Section 5 of the Lease titled “Method of Payment”.

For the Landlord: For the Tenant:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name & Title

Title:

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

**EXHIBIT E**

**Janitorial Exhibit**

Landlord agrees to furnish reasonable and customary cleaning in and about the premises in accordance with the following schedule attached (2 pages).

All labor and materials for the services identified in the attached charts will be provided by Landlord with no additional cost to the Tenant, including light bulbs, filter, trash bag liners, hand towels, toilet paper, ice control materials and janitor’s cleaning supplies.

ADD APPROPRIATE JANITORIAL SERVICES ATTACHMENTS (2 PAGES) BASED ON SQUARE FOOTAGE OF THE LEASED PREMISES:

Under 3,000 SF

3,000 – 5,000 SF

5,000 – 10,000 SF

Over 10,000 SF

OR YOU MAY USE THE JANITORIAL EXHIBIT ATTACHED AT THE END OF THE MANUAL.

**EXHIBIT F**

**SAMPLE**

**\_\_\_\_\_ Amendment to Recognize Substitution of Party**

**To State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Amendment #\_ to that certain State of Indiana Office Lease dated as of \_\_\_\_\_\_\_\_\_\_, 20\_\_, and effective \_\_\_\_\_\_\_\_\_\_, 20\_\_, per the commencement date stated in the Confirmation Letter (the “Lease”) is entered into by and between \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Current Landlord**”) and the **State of Indiana**, acting by and through its Department of Administration for and on behalf of the **\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “**Tenant**”). Hereinafter, the Current Landlord, Successor Landlord and Tenant may collectively be referred to as the “Parties” or individually as a “Party”.

Witnesseth:

Whereas, Tenant leases certain real estate previously owned by Current Landlord and consisting of approximately \_\_\_\_\_\_\_ **square feet** in the building located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_, State of Indiana (the “Leased Premises”), as more specifically provided in the Lease;

 Whereas, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Successor Landlord”)** has purchased the Leased Premises from Current Landlord;

 Whereas, in connection with the aforesaid purchase, Current Landlord has assigned to Successor Landlord all of Current Landlord’s right, title and interest in and to the Lease;

 Whereas, the Successor Landlord has accepted assignment of the Current Landlord’s right, title and interest in and to the Lease and the Leased Premises, and assumes full responsibility for all obligations and representations under the Lease and this Amendment; and

Whereas, Current Landlord has requested that the State of Indiana memorialize this assignment by amending the Lease to recognize this substitution of Party to the Lease.

 NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Current Landlord, Successor Landlord and Tenant agree as follows:

The purpose of this Amendment is commemorate the substitution of Party in interest at the request of the Current Landlord and to facilitate the direction of payments and notices required under the Lease. The Parties expressly agree that this Amendment #\_ does not alter the legal relationship between the original parties to the Lease, except as provided herein, and that this Amendment #\_ does not ratify any assignment of the Current Landlord’s interest in the Lease or relieve the Current Landlord of any responsibilities or obligations thereunder until this Amendment #\_ is fully executed. The parties further agree that Successor Landlord assumes full responsibility for all obligations and representations under the Lease and this Amendment.

**1. Landlord.**

The Lease is hereby amended to delete the name, “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**”** wherever it occurs and to replace said name with the name “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.”

**2. Landlord’s Notice Address.**

Section 36 [Notice] of the Lease is hereby amended to delete the notice address listed for Landlord and to replace said address with the following address:

Landlord: [Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With copy to: (if required)

 [Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Landlord’s Payment Address** [If Applicable]

 If a waiver has been approved by the Indiana Auditor of the State for the Direct Deposit defined in Section 5. D of the Lease, Section 5.E of the Lease is amended to update Landlord’s payment address. All payment obligations shall now be made to the following person/company/agent, at the following address:

 [Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Address] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [City, State, Zip Code] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Phone] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Counterparts.**

This Amendment #\_ may be executed in counterparts, each of which shall constitute an original, and all of which when taken together, shall constitute one binding instrument once each Party has signed one or more of the counterparts.

**All other matters set forth in the Lease and not affected by this Amendment #\_ shall remain in full force and effect. To the extent that any provisions of this Amendment #\_\_ are inconsistent with any Lease terms, the provisions of this Amendment #\_\_ will control.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

1. I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL>

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In Witness** to their agreement, the persons signing this Amendment execute it on behalf of Current Landlord, Successor Landlord and Tenant:

**For Current Landlord**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The above named person(s) for the

Current Landlord personally appeared before

me, a Notary Public and acknowledged

the execution of this Amendment

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_\_\_

County of Residence:\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Successor Landlord**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The above named person(s) for the

Successor Landlord personally appeared before

me, a Notary Public and acknowledged

the execution of this Amendment

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_\_\_

County of Residence:\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE PAGE**

**Amendment #\_ to State of Indiana Office Lease**

**EDS # or Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For Tenant**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department of Administration**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Name & Title Rebecca Holwerda, Commissioner

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

**State Budget Agency Approved as to form and legality**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Zachary Q. Jackson, Director Theodore E. Rokita, Attorney General

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

Prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agency Legal Counsel)

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, as required by law.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If referenced in Lease, include

**EXHIBIT G**

**AMORTIZATION SCHEDULE**

**Month #** **Unamortized Principal** **Principal to Date**