# Real Estate Leasing Manual

2015

The Leasing Division of
The Indiana State Department of Administration

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Commissioner

# Table of Contents and Contact information:

**INTRODUCTION TO REAL ESTATE LEASING** ..... **1**

**GETTING STARTED** ..... **2**

STATUTORY OBLIGATIONS ..... 2
SPACE UTILIZATION STANDARDS ..... 7
PROCEDURAL REQUIREMENTS ..... 9

**LEASE CLAUSES** ..... **19**

NON-NEGOTIABLE CLAUSES ..... 19
MANDATORY CLAUSES ..... 20

**PROCESSING LEASE PAYMENTS** ..... **21**

**BOILERPLATE LEASES** ..... **23**

OFFICE LEASE ..... 23
AMENDMENT TO RECOGNIZE SUBSTITUTION OF PARTY TO LEASE ..... 47
RENEWAL LETTER ..... 49
LETTER OF CONFIRMATION ..... 50
JANITORIAL EXHIBIT ..... 51
REQUEST TO LEASE SPACE ..... 55
PROPOSAL FOR LEASING SPACE ..... 57
TENANT INTERIOR BUILD-OUT INFORMATION ..... 58

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# Introduction To Real Estate Leasing

The Leasing Section of the Department of Administration has been statutorily mandated to carry out all leasing activities for State Agencies. It is our intent to assist State Agencies in obtaining appropriate leased facilities. We hope this manual will help facilitate that end.

**Section 1: Getting Started**

1. Explains why the Department of Administration is the primary facilitator in the leasing process, and the basic laws and policies that govern the process.
2. Informs you of important guidelines that must be followed.
3. Gives both the general guidelines on how to determine the amount of space you will need for your leased office and a formulary for assigning space.
4. Explains, step by step the process for each type of leasing transaction.

**Section 2: Lease Clauses**

Contains the non-negotiable clauses and mandatory clauses for all leases.

**Section 3: Lease Payments**

Explains the process for making lease payments.

**Section 4: Boilerplate Leases**

This section contains the most often used boilerplate documents. These are just examples and are not to be duplicated and used. Documents that have been approved or pre-reviewed by the Attorney General can be found and downloaded from the leasing web page: **http://www.in.gov/idoa/2528.htm**.

**Section 5: Forms**

This section contains copies of the forms most often used in the leasing process along with a list of the other documents that are available through the Leasing Section. All leasing forms can be found at **http://www.in.gov/idoa/2528.htm**.

It is our desire to make this process as simple and painless as possible. Should you have any suggestions that might improve this manual or the leasing process, we welcome your comments.

Leasing Manager

# Getting Started

## Statutory Obligations
## (IC 4-20.5)

**The following information is presented to clarify IDOA's responsibilities as the primary facilitator of the leasing activity.**

**IC 4-20.5-5-3: Duties of the Department of Administration:**

1. Establish uniform standards for determining the amount and type of facilities needed by agencies.

2. Assign facilities in or on property owned or leased by the State.

3. With the approval of the Governor, lease facilities for the use of agencies.

4. Prepare and make available for public inspection an annual report of facilities leased for state agencies in each county.

5. Establish the amount and type of facilities needed for different categories of employees, equipment and materials.

**Below are listed the Standards that are to be considered and followed by both the using agency and IDOA when leasing real estate.**

**IC 4-20.5-5-4, IC 4-13-1.1: Standards established under section 3(1) must do the following:**

1. Encourage increased efficiency of agencies through the grouping of interrelated agencies.

2. Facilitate public access to state government.

3. Ensure that state offices will be centrally located in urban areas, unless such a location would not serve the interests of accessibility, economy and efficiency.

4. The state shall utilize and maintain, wherever operationally appropriate and economically prudent, downtown properties, especially in historic structures and districts. Subject to IC 4-20.5-5 and IC9-16-2 and other relevant state statutes, when locating state facilities, state agencies shall give first consideration to historic properties within downtowns or historic districts. If no such property is suitable, then state agencies shall consider other developed or undeveloped sites within downtowns. If there are no suitable sites, state agencies shall then consider historic properties outside of downtown or district.

Downtown is defined as:

1. The central business district of a city, town or township
2. Any commercial or mixed use area within a neighborhood of a city , town, or township that has traditionally served, since the founding of the community, as the retail service and communal focal point within the community
3. An enterprise zone established under IC 4-4-6-1
4. A brownfield revitalization zone established under IC 6-1.1-42

**IC 4-20.5-5-5: Needs request:**

An agency that needs facilities must submit a description of its needs to the Department of Administration. (SF202)

**IC 4-20.5-5-6: Satisfaction of request with facilities already owned or leased:**

Whenever the Department of Administration approves all or part of an agency's request for facilities, the department shall determine whether the agency's needs can be met by assigning the agency facilities in or on property already owned or leased by the state. If the agency's needs can be met by such an assignment, the department shall make the assignment.

**IC 4-20.5-5-7: Newly leased facilities; lease conditions:**

1. If an agency's needs cannot be met under IC 4-20.5-5-6 of this chapter, the Department of Administration may approve the leasing of facilities for the agency or lease facilities in its own name and assign them to the agency. A lease approved under this subsection must satisfy all the following:

    a) Must be approved under IC 4-13-2-14.1.

    b) Normally must not exceed four (4) years, however, may be rented for a term of up to ten (10) years. If a property is rented for a term of more than four (4) years, the Commissioner of Administration must make a written determination stating the reasons that it is in the best interest of the state to rent property for a longer term. IC 4-13-1-4-10(B)

    c) May provide for the state to make improvements on the leased property if authorized by the public works division of the department.

    d) Notwithstanding IC 4-13-2-20, may provide for payment to Landlord at any time during the term of the lease for leasehold improvements made by Landlord.

2. A lease entered into under this section may be renewed for successive terms.

**Additional statutory/policy statements that apply to the leasing process are as follows:**

1. Leases for Real Estate must be submitted for approval by:

    a) The Landlord
    b) The Department of Administration
    c) The State Budget Agency
    d) The Attorney General

2. Leases of real estate do not have to be competitively bid, however, you will be expected to follow the Procedural Requirements set by the Department of Administration as stated in this section.

3. Agencies (except judicial and legislative) must process leases through the Department of Administration.

4. No payments may be made under the lease unless the Auditor certifies that funds have been encumbered for such a purpose.

5. No obligations may be incurred for lands or structures without the prior approval of the State Budget Agency (with the exception of State Highways and the State Universities).

## Important Guidelines

**The next items are important guidelines that "must" be adhered to by all agency personnel involved in the leasing activity.**

1. Agency personnel are not to contact or discuss possible leases with real estate agents, brokers, builders, building owners or their representatives unless given direct authorization by the Leasing Section of the Department of Administration.

2. Although our Standard Lease Form makes provision for holding over, this is not to be construed as a right and should not be used as an excuse by any agency to take more time than is necessary to perform their part of the leasing task.

3. Early possession or making a commitment to a Landlord for needed space without the approval of the Department of Administration and the State Budget agency may be construed as "obligating the state without proper authority". IC 4-13-2-18 states that an officer who knowingly incurs any obligation without proper authorization is providing legal grounds for his removal.

4. Any agency that is negotiating its own lease and wishes to make changes to the state's standard boilerplate must first get approval from the Leasing Section of the Department of Administration.

5. Any new site that has been selected must meet the requirements of IC 4-13-1-4 or supply justification for not selecting this type of site. No lease will be approved that does not meet this requirement or supply sufficient justification for not complying with this requirement.

6. All changes in Landlords must be memorialized by amendment. An approved boilerplate form is available on the IDOA Leasing web page.

7. All improvements to leased space that will be paid for by the Tenant and are in excess of $25,000 must be approved by amendment.

## Space Utilization Standards

**In order to lease efficient, cost effective space the following space standards have been established. The use of these standards will make it easier to determine the maximum space allowed for each area required.**

Office space standards shall be computed for all purposes in terms of total number of square feet per total number of employees in a given location, hereafter referred to as the "A/E." "A/E" benchmarks are established as follows:

Conventional Office Areas and Open Plan Office Areas, or a combination: 200 Square Feet per number of employees.

This square footage includes but is not limited to conference rooms, rest rooms, waiting areas, etc. Any assignment of space above the benchmarks must be justified by the Tenant Agency and approved by the Leasing Section.

The following breakdown should be used in your justification:

| | **Staff** | **Recommended Square Feet** |
|---|---|---|
| 1. | Commissioners | 300 |
| 2. | Directors | 225 |
| 3. | Division Heads/Chiefs/Deputy Directors | 150 |
| 4. | Supervisors/Managers/Staff w/ Office | 100 |
| 5. | Technical Personnel and Staff w/out Office | 80 |
| 6. | General Clerical & Secretarial | 60 |
| 7. | File Cabinets | 7.5 |
| 8. | Conference/Public areas/training | 20 square feet Per Person |

| | **Circulation Space** | |
|---|---|---|
| 1. | Secondary – The total for secondary horizontal circulation, including aisles and circulation space within the agency; circulation within large open space areas or between individual areas. | 15% of contingency area and staff |
| 2. | Primary - The total for primary horizontal circulation, including space between or outside agencies, i.e.: major hallways from vertical areas to the agency. | 10% of Staff, contingency and secondary circulation |

## Net Space Allocation Formula

Below is the formula to be used during the space allocation process. This formula Is highly recommended for all new placements. It is mandatory for any agency requesting space over the 200 square feet per person guideline.

| Staff Category | # of Staff | | Sq Ft/Type | | Allowable Sq Ft |
|---|---|---|---|---|---|
| Commissioner | | X | 300 | = | |
| Directors | | X | 225 | = | |
| Division Head/Chief/Deputy | | X | 150 | = | |
| Supervisor/Manager/Staff | | X | 100 | = | |
| Technical/Staff w/o office | | X | 80 | = | |
| General Clerical/Secretarial | | X | 60 | = | |
| Filing Cabinets | | X | 7.5 | = | |
| Conference / Public Areas / Training | | X | 20 | = | |
| | | | **Sub Total # 1** | | _____ |
| 15% of Sub Total #1 is Secondary Circulation | | | | | X .15 |
| | | | **Sub Total # 2** | | |
| 10% of Sub Total #1 is Primary Circulation | | | | | X .10 |
| | | | **Sub Total #3** | | |

By adding Sub Totals 1, 2 & 3 you will get;

**Total Allowable Square Footage =** _____

## Procedural Requirements

**The following categories explain the process for each type of leasing transaction.**

## I
## Process when Tenant Representative is involved.

1. Requirement identified by IDOA
2. 202 submitted to IDOA by agency
3. Assignment made to Tenant Representative firm by IDOA with a copy to the agency.
4. Representative will contact appropriate person within the agency to set up initial meeting. This meeting should take place within 1 week of the receipt of the assignment.
5. Prior to the meeting the agency person should deliver to the Representative their priority list, staffing numbers and classifications, adjacencies, number of offices needed and for what classifications, open areas and type of layout desired (systems furniture or built out cubicles etc.), conference rooms and any other necessary information that the Tenant Representative might need to assist in this placement.
6. The Tenant Representative and agency will meet to discuss the data gathered by the agency and location preferences.
7. Once the Tenant Representative has reviewed the information they will put together a strategic plan and timeline for this placement and will report the results to IDOA and the agency.
8. Representatives will identify site options in the requested market.
9. Representatives will present site options to the agency within a week of the first meeting with the agency, provided the agency delivered the necessary information requested at the time of the first meeting.
10. Representatives and agency will tour selected sites.
11. Representatives will report feed back from these tours to IDOA.
12. Representatives and agency will determine a short list of properties or if not satisfied with the first set of properties will select additional properties to view. Once a short list of properties has been identified;
13. Representatives will prepare an RFP.
14. The RFP along with the required information listed in Section **II D** of this manual and the Tenant Representative's Commission Agreement will be sent to this short list of Landlords by the Tenant Representative.
15. Perspective landlords will be given 2 weeks to respond to the RFP.
16. Representatives will prepare a comparative analysis of the responding properties.
17. Proposals and analysis will be reviewed by IDOA and the agency and if deemed necessary best and final offers will be requested.
18. After final review a recommendation will be made by the Tenant Representative and the selection will be made by the agency.
19. IDOA will approve or disapprove the selection.

20. Agency will send letters notifying each respondent of their selection or non-selection.
21. Tenant Representative will complete any final negotiations with the selected respondent.
22. Any requested changes to the lease document will be approved or disapproved by IDOA.
23. Agency will prepare the lease document and start the signature process. (See **Section II** I through M for proper process)
24. Agency and Tenant Representatives will start space planning and develop a time line.
25. Once lease is fully executed, Tenant Representative will assist the agency in construction oversight and coordinating timing on any systems furniture installation and/or data/phone installation with build out
26. Tenant Representative will report any issues that arise during the process to IDOA
27. Tenant Representative will be available for any troubleshooting necessary during the entire process and until punch list is completed and confirmation signed.
28. Tenant Representatives will deliver a post transaction summary put together by the tenant representative and the agency and deliver to IDOA.

# II

## Locating and Leasing New Space without Tenant Representation

When an agency believes that it has a need to lease space outside of the Government Centers, or needs to relocate an existing leased office into new space, these steps should be followed:

### A. Submit 202 to IDOA

12 to18 months prior to your desired move date, submit a State Form 202, Request to Lease Space, to the Department of Administration, Leasing Section. Please complete all of the relevant, available information and send with a cover memo detailing the requirement.

### B. IDOA determines options and approves

If it is determined that there is no space available within already owned or leased buildings, IDOA will approve the request and determine whether to make this an assignment for one of the Tenant Representative firms under contract, or whether the agency should handle this placement. Should it be decided that the agency will handle this placement the following procedures are to be followed.

### C. Agency identifies space available in the desired market

The Agency will endeavor to obtain at least two or preferably three proposals from landlords whose space meets the agency's described needs. These potential landlords may be solicited in several ways; a news release, contact with local landlord's or their representatives who have available space in the target market and placement of the requirement on the IDOA solicitations web page.

### D. Agency prepares RFP or 203 packages to send to interested landlords.

The potential landlords who request a proposal package should be given a package detailing the specific needs of the Tenant Agency.

**Package should contain at minimum the following:**

1. Number and classifications of employees along with the allotted amount of space designated for these positions
2. A description of the type of build out that you will need.(If you have a floor plan from another office that is similar to this one, use it as an example)
3. Number of offices required
4. Amount of open space
5. A breakdown of the adjacencies
6. Minimum build out requirements (Tenant build-out form)
7. Expected services: list that is in Section 7 of the boilerplate lease including section B and janitorial exhibit.
8. Insurance Requirement
9. State Form 203 (Proposal for Leasing Space) or standard RFP (Request for proposal)
10. Copy of appropriate Standard Lease Boilerplate.

11. Copy of the non-negotiable and mandatory clauses.
12. Definitions of downtown locations generated by IC 4-13-1.1 and IC 4-20.5-5-4.
13. Registration information for Buy Indiana and registering with the Secretary of State

**E. Agency distributes 203 or RFP with the above information to the responding landlords**

**F. Tenant agency will receive responses and send a comparative analysis along with their preference to IDOA.**

**G. Selection made**

In the event of a disagreement, pursuant to the aforementioned statute, IDOA will make the final decision as to the property to be leased.

**H. Agency negotiates any final issues with the selected Landlord.**

**I. Agency prepares appropriate Lease document and sends it along with a W-9 for Landlord's signature.**

**Upon the return of the signed document, the agency will then**

**J. Attach an EDS that was generated in People Soft, the signed 202, the Comparative analysis and the clearances from DWD and DOR (If lease is longer than 4 years, the approval letter from IDOA) and send to the Department of Administration**

**K. IDOA will sign and forward through the balance of the signature process.**

**L. Once fully executed, lease will be returned to IDOA Leasing, we will retain a copy for our files and send the tenant agency the original.**

**M. Tenant Agency will retain original and send copy to the Landlord.**

**Note:** It will be the responsibility of the Agency to supervise any leasehold improvements and to submit the letters of confirmation to IDOA once the agency has taken possession of the leased space.

## III

## Renegotiating a Lease for Existing Space without Tenant Representation

**All renegotiations should being at least 12 months prior to expiration.**

**A. Determine if the space is still appropriate for your need.**
The following areas should be reviewed prior to sending 202 or beginning renegotiations.

- Does the space need painting or new carpet?
- Has the Landlord fulfilled his obligations?
- Has the Landlord been responsive when issues surfaced?
- Do your staffing numbers still justify this much space?
- What are other similar offices renting for in this market?
- Do a comparative market analysis (CMA)

If the answers and the CMA lead you to staying at this location, you will then do the following:

**B. Submit 202 to IDOA**
Submit 202 to IDOA, Leasing Section with a cover memo and the CMA attached. The 202 will not have your definite negotiated amount but the market analysis should tell you and IDOA what the reasonable range to be negotiated should be.

**C. IDOA determines reasonableness and approves**

**D. Send letter to Landlord requesting a proposal. Include any improvements that may be needed in this letter. Give him a time frame to respond. Once you have received the response;**

**E. Discuss with IDOA leasing the reasonableness of the Landlord's proposal.**

- If the proposal is not acceptable, negotiate with landlord. If he will not come within reason start Locating and Leasing New Space process.
- If the proposal is acceptable or you have negotiated to an acceptable rate, then follow the next steps.

**F. Agency prepares appropriate lease document and sends it along with a W-9 for Landlord's signature.**

**G. Attach an EDS generated in People Soft, the signed 202, the CMA and the clearances from DWD and DOR and send to the Department of Administration.**

**H. IDOA will sign and forward through the balance of the signature process.**

**I. Once fully executed lease will be returned to IDOA Leasing, we will retain a copy for our files and send the tenant agency the original.**

**J. Tenant Agency will retain original and send copy to the Landlord.**

## IV

## Lease Renewals without Tenant Representation

**A. Do a Comparative Market Analysis(CMA)**
12 months prior to expiration, conduct a CMA

**B. Submit 202 and completed CMA to IDOA for approval**

**C. IDOA approves 202**

**D. Negotiate with landlord to reduce rate from pre-negotiated amount.**

**E. Prepare renewal letters (2) for signatures.**
If your current lease does not contain the Direct Deposit, Ethics and Telephone Solicitation clauses your renewal will need to be done by amendment to add them.

**F. Attach a copy of the original lease, an EDS generated in People Soft, the signed 202, the CMA and the clearances from DWD and DOR and send to the Department of Administration.**

**G. IDOA will sign (and if done by amendment, forward through the balance of the signature process.)**

**H. Once fully executed we will retain a copy for our files and send the tenant agency the originals.**

**I. Tenant Agency will retain one original and send the other original to the Landlord.**

## V

## Other non-office lease types where the State is the Tenant (Warehouse, Parking, Hangar etc.)

**A. Send 202 to IDOA 12 months in advance including cost.**
Once approved

**B. Agency prepares appropriate Lease document and sends it along with a W-9 for Landlord's signature.**
Once signed

**C. Attach an EDS generated in People Soft, the signed 202 and the clearances from DWD and DOR and send to the Department of Administration.**

**D. IDOA will sign and forward through the balance of the signature process.**

**E. Once fully executed lease is returned to IDOA Leasing, we will retain a copy for our files and send the tenant agency the original**

**F. Tenant Agency will retain original and send copy to the Landlord.**

## VI

## Land Leases Where the State is the Landlord

**1. Advertising Process:**

a. Post a Bid Notice on the IDOA Solicitations web page.
b. Advertise through at lease one other method, such as a notice in the local newspaper, grain elevator, seed supplier or farm supply store.
c. Mail to any interested party, previous bidders and the current tenant (if there is one) a copy of the bid notice, copy of the lease and bid form to use to submit their bid.

**All notices should contain the following:**

- Agency contact person and their contact information
- County in which the land is located
- Number of acres
- The bid notice will provide bidders with 30 days to submit their bit
- Any additional information that the agency feels will make the process clear and precise.

**2. Response Process:**

a. Respondents will need to mail the bid form to your designated contact person with a money order or certified check that represents at least 25% of the total bid amount.

**3. Selection Process:**

a. The agency will make the selection based on the highest bit.
b. The Respondent who submits the highest bid on the required form and has met the requirements listed on the form and is not delinquent in paying taxes (Clearance by the Department of Revenue) or is making payments on a current lease with the Agency will be notified by mail of their award. All other bidders will be notified by mail that they were not selected.

**4. Lease Process:**

a. Once a selection is made, the agency will send a lease document to the selected Respondent for his signature.
b. Upon its return to the agency the agency will attach a People Soft generated EDS, have their agency head sign, and submit to IDOA for the balance of the signatures.
c. Once the lease is fully executed, it will be returned to IDOA for distribution.
d. IDOA will retain a copy for their files and return the original to the agency.
e. The agency will keep the original and send a copy to the Tenant.

## VII

## Housing Leases

The Housing policy and boilerplate document can be found on the IDOA Leasing Web page, http://www.in.gov/idoa/2528.htm. For any additional information please contact IDOA Leasing.

We have yet to establish new pricing. You should continue to use the rental rates you are currently using.

# Lease Clauses

## Non-Negotiable Clauses

**The following are a list of statutory limitations and policies that most often cause conflict when negotiating with new Landlords. This list is a tool for you to refer to during negotiations. It should *ALWAYS* be included in your proposal package that is given to prospective landlords. The items listed below are *NOT* negotiable.**

***Any of the following clauses will be cause for rejection!***

1. Payment in advance, including security deposits. [IC 4-13-2-20]

2. Inappropriate time frame for making payments and inappropriate percentage of late fees. [IC 5-17-5-1]

3. Purchase of insurance by the State. [Property: IC 4-13-1-17; Personal injury: (IC 34-13-3-20(b).)

4. Any term longer than four (4) years, unless accompanied by written approval from the Commissioner of Administration. [IC 4-13-1-4 (10)(B).]

5. Indemnification of the landlord for anything, including but not limited to: personal injury, property damage, real estate commission, insurance premium increases, or damages caused by invitees. Reference: Landlord may look to IC 34-13-3 of the Tort Claims act and IC 34-30-9-2 for the allowable protection in this area.

6. Agreements to pay the landlord's attorneys fees for any matter whatsoever. This policy was established by the Attorney General's office concerning all leases. Reference: [IC 4-6-1,2,3, and 11]

7. Acceptance of liability for the acts of persons on the premises who are not the agents or employees of the State. Reference: Landlord may look to IC 34-13-3 of the Tort Claims Act for the allowable protection in this area.

8. Waiver of rights granted to the State by statute.

a) The right to withhold payment in the event of a dispute. [IC 5-17-5-1 et seq]
b) Waiver of subrogation in cases of personal injury. [IC 4-6-2-11] (Waivers of subrogation are appropriate only when limited to damage to State property or, in the case of waivers of both personal injury and property damage liability, the state has been named an additional insured on the landlord's insurance policy.)
c) Waiver of landlord's duty to repair structural elements of the leased premises.
d) Waiver of notices of defaults or other actions with adverse consequences for the state.
e) Mechanics liens: no landlord discharge or release provision. Notice to cure may be sent to the State.

9. Uncapped or unknown costs: all price increases must be capped and/or linked to a definable dollar amount.

10. Insurance premium increases. We will accept a notice and opportunity to cure the cause of the increase should it be due to our usage.

11. Any unrealistic costs in the event of default or holding over, for example: 125% of the rental rate to be paid while in holdover.

12. Any provisions that are not applicable (i.e., bankruptcy, tax liens, etc.). The State is exempt from paying taxes.

13. Waiver of Subrogation: This is not an acceptable clause due to the fact that the State may not purchase insurance.

14. A governmental body may not enter into a cost plus a percentage of cost contract. IC 5-22-17-1

## Mandatory Clauses

**The following 8 items are mandatory in all leases. The preferred wording for all leases is found in the State's Boilerplate document within this manual. No substantive changes will be allowed.**

1. Nondiscrimination clause.

2. Conflict of Interest.

3. Cancellation for funding. [IC 5-22-17-5]

4. Maintaining a Drug-Free Work Place (and certification if over $25,000)

5. Ethics clause

6. Non-collusion clause

7. Direct Deposit

8. Telephone Solicitation

## Processing Lease Payments

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 Contractor 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 Contract except as permitted by IC 4-13-2-20.
**Direct Deposit and Waiver forms can be found on the Auditor's web site at http://www.in.gov/auditor/2340.htm.**

**The agency will follow the Procurement Peoplesoft guidelines located at:**
**http://www.in.gov/idoa/2342.htm**

After a lease is fully executed (fully signed) a letter should be sent to the landlord giving him the purchase order number. (The landlord will receive an official notice from the Auditor giving him the purchase order number, but giving him or her the number in advance will help expedite the process) Your letter should also include the following instructions and information:

A. The Landlord must send a monthly invoice (in arrears), directly to the Tenant Agency. The invoice should contain the following:
   - An invoice number
   - A purchase order number
   - A description of service for which we are being billed in a line item fashion, (rent, additional rent, utilities, leasehold improvements, etc.)
   - A remittance address
   - An amount due

B. Provide the Landlord with the name and phone number of the person within your agency who will be the landlord's contact in the event there are questions or problems.

Upon receipt of the Landlord's invoice, the Tenant Agency must send a claim voucher or a partial against a PO with the invoice to the Auditor for payment. When the Auditor has both documents the direct deposit can take place, or in the case of a landlord who has a valid waiver, a warrant (check) will be prepared and sent to the Landlord. (In the case of a claim voucher the warrant will be sent to the agency to mail to the Landlord)

### Payment During Holdover

In an acceptable case of holding over, such as negotiations taking longer than anticipated, the Landlord may be paid by claim voucher under the terms of the expired lease on a month-to-month basis. If the new agreement includes the time in holdover and contains an increase in monthly consideration, you may not pay that additional amount until the new lease is fully executed. Once the new lease is fully executed, you may make a one-time payment for the difference between the amount paid during hold over and the amount approved in the new agreement.

# NOTES:

# Boilerplate Leases

**State of Indiana**
**Office Lease**

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 "___" and floor plan attached as Exhibit "___."

**2. Term of Lease**

This Lease shall be effective for a period of _____ year(s) commencing on the _____ day of _____, and ending on the _____ day of _____.

**OR**

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 work letter and floor plan attached as Exhibits "___" and "___" respectively, and completion of all computer and telephone wiring. 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. This letter will become a part of this Lease as Exhibit "___."

**3. Consideration**

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 $_____. Rent shall be paid in **arrears** as described in Section 5.

**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 |

Rent shall be paid in arrears as described in Section 5.

**OR**

**If operating expenses apply**

A. 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 $_____.

B. 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.

C. 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, the appropriate of the following two clauses should be used and made C under Consideration. The original C Clause would then become D.**

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 "___."

**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.

**Additional expense and not to exceed Language would be the same as under consideration should they apply**

**5. Method of Payment**

A. 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.

B. 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.

C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.

D. 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.

E. Should a waiver be approved by the Auditor of the State for the Direct Deposit defined in D above, all payment obligations shall be made to the following person/company/agent, at the following address:

_____

_____

_____

**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**

A. Tenant agrees that the Leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.

B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the guidelines outlined in 6C.

C. 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**

A. Landlord shall provide the following services for the Leased premises specified above 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 "__" attached hereto;
2. Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

Summer: Cool to 75 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;

3. Gas, where applicable, and electricity;
4. Water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water;
5. Sewage services;

6. Parking; _____ spaces, located _____;
7. 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);
8. Pest control when needed;
9. Trash removal (Scavenger Service);
10. Lawn maintenance, where applicable;
11. Installation and maintenance of building-standard signage identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;
12. Paint walls and shampoo carpets within the Leased Premises should the Tenant exercise its option to renew the lease under Section 4; and
13. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 101, 1990.

**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 general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the 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 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 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. The Landlord or its insurance agent shall 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.

**10. Access to Records**

The Landlord and its subcontractors, 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,

A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;

B. 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;

C. 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**

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 State of Indiana without the prior written approval of Landlord.

**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 32 (Conflict of Interest), or Section 31 (Cancellation), 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**

A. 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

Landlord agrees to indemnify, defend and hold harmless Tenant and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord and/or its Sub-Landlords. Landlord may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

## 18. Indiana Law

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## 19. Default by Landlord

A. 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.

B. 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.

C. 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 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

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 required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

## 23. Disputes

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

B. Landlord agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

   The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

## 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

A. 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.

B. 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.

C. 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

Landlord certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency. The term “principal” for purposes of this agreement is defined as 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 Landlord.

## 30. Compliance with Laws

A. The Landlord agrees to 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 of any state or federal statute or the promulgation of

regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of the Lease require formal modification.

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

C. The Landlord warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Landlord agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

D. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

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

F. The Landlord hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

G. Landlord agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Landlord from leasing with the State in the future, cancel existing leases, withhold payments to setoff such obligations, and withhold further payments until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

**31. Cancellation**

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**32. Conflict of Interest**

A. As used in this paragraph:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party," means:

1. The individual executing this Lease;

2. An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under subparagraph B above if Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

D. Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Landlord knows or reasonably could know.

**33. Drug-Free Workplace Certification**

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Landlord will give written notice to the Tenant and the Department of Administration within ten (10) days after receiving actual notice that Landlord or an employee of the Landlord has been convicted of a criminal drug violation occurring in the Landlord's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of $25,000.00, Landlord hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of $25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of this Lease or agreement as part of the lease documents.

The Landlord certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying its employees 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;

B. 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;

C. 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;

D. Notifying in writing the Tenant and the Department of Administration within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;

E. 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

**34. Nondiscrimination**

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its Sub-Landlords, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations and Executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

**OR**

**If lease is paid for with Federal funds use the following in place of the above**

A. Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its Sub-Landlords, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or

ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran. The Landlord shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by reference.

B. The Landlord understands that the Tenant is a recipient of Federal funds. Pursuant to that understanding, the Landlord, and its Sub-Landlords, if any, agree that if the Landlord employs 50 or more employees and does at least $50,000.00 worth of business with the Tenant, and is not exempt, the Landlord will comply with the affirmative action reporting requirements of 41 CFR 60-1.7.

**35. Ethics**

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 Indiana Code § 4-2-6 et seq. the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at http://www.in.gov/ig/commission.html. 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 Indiana Code § 4-2-6-12."

**36. Compliance with Telephone Solicitations Act.**

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 (i) IC 24-4.7 [Telephone Solicitation Of Consumers**]**, (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) 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.

(2) 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: (A) except for de minimis and nonsystematic violations, 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.

**37. Notice**

All notices required to be given under this Lease will be made in writing and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord:

Tenant:

Copy to: Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

**38. Non-Collusion and Acceptance**

The undersigned attests under penalties of perjury that he/she is the Landlord or that he/she is the representative, agent, member, or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

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

**Lobbying Activities**

A. Pursuant to 31 U.S.C. S 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.

B. 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 Form to Report Lobbying," in accordance with its instructions.

**If you desire an out provision for convenience add this clause**

**Termination for Convenience**

The parties agree that the Tenant may terminate this Lease during the lease term upon sixty (60) days prior written notice to the Landlord. Termination shall occur without penalty to the Tenant.

**IN WITNESS** to their agreement, the persons signing this lease execute it for the Landlord and Tenant:

**For Landlord:**
(Company name)

_____
(Type in Landlord name
under this signature line)

Date:_____

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this _____ day of _____, _____.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____

County of Residence:_____

**For Tenant:**
(Agency Name)

_____
(Type in Agency Head's name
under this line)

Date:_____

**Department of Administration**

By:_____
For: (Agency Head's Name), Commissioner

Date: _____

**State Budget Agency**

By: _____
For: (Agency Head's Name), Director

Date:_____

**Approved as to form and legality**

By: _____
For: (AG's Name), Attorney General

Prepared By:
Indiana Department of Administration,
Leasing Section
IGCS W479
232-3279

revised 3/08

**State of Indiana**
**Parking Permit Agreement**

This Permit Agreement is made and entered into by and between _____,(hereinafter referred to as "Permittor") and the State of Indiana, acting through its Department of Administration, for and on behalf of _____, (hereinafter referred to as "Permittee"). The signatories for the Permittor and Permittee warrant that they have been duly authorized to execute Permits on behalf of the Permittor and Permittee respectvely.

In consideration of the promises and obligations specified in this Agreement, Permittor and Permittee agree as follows:

**1. The Spaces to be leased**

Permittee agrees to rent from Permittor and Permittor agrees to rent to Permittee _____ ____ parking spaces located at _____, in the City of _____, State of Indiana.

**2. Term and Holdover**

A. The term of this Permit Agreement is for a period of _____ years beginning _____, and ending _____.

B. In the event Permittee continues in possession of the parking spaces after this Permit Agreement has expired or has 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.

**3. Consideration**

The total agreed rent for the entire term of this Permit Agreement shall not exceed the sum of $_____, payable in equal consecutive monthly installments of $___. This amount represents a maximum cost of $_____ per space per month. Rent shall be paid in arrears as described in Section 5 of this Agreement.

**4. Option to Renew**

The Permittor grants to Permittee an option to renew this Permit Agreement 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. Permittee may exercise the renewal option by submitting in writing to the Permittor a notice of renewal, approved by the Department of Administration at least sixty (60) days prior to the expiration date of the Permit Agreement.

**5. Method of Payment**

A. The Permittor shall submit a monthly invoice (in arrears) on Permittor's letterhead, directly to the Permittee Agency. The invoice must contain an invoice number, purchase order number (which will be provided to Permittor by the Auditor of State upon final approval of this Agreement), number of parking spaces and price per space, remittance address and total

amount due. No invoice shall be paid for any month before the first day of the month following the month for which the rented spaces were provided. Permittor must submit final claims for payment of rent on the spaces within sixty (60) calendar days after the expiration date of this Permit or the State of Indiana may elect to deny payment.

B. If the term of this Agreement does not begin on the first day of a calendar month, or if this Agreement does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than the calendar month will be prorated based upon the total number of days the parking spaces were actually used during that month.

C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.

D. 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 Permittor 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 Permit Agreement except as permitted by IC 4-13-2-20.

E. Should a waiver be approved by the Auditor of the State for the Direct Deposit defined in D above, all payment obligations shall be made to the following person/company/agent, at the following address:

_____
_____
_____

**6. Condition of Payment**

All services provided by the Permittor under this Permit Agreement 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 Permit Agreement or performed in violation of federal, state, or local law.

**7. General Uses by Permittee**

A. Permittee will not be permitted to make any alterations, additions, repairs, improvements or decorations to the parking areas except as agreed upon in a separate written agreement between Permittor and Permittee.

B. Permittee will not affix or cause to be affixed to the parking area any sign, advertisement or notice without written consent of Permittor.

**8. Services Provided by Permittor**

Permittor will provide all ordinary maintenance of the parking area, including snow removal (when snow reaches 2 inches) and ice removal as needed.

## 9. Assignment of the Agreement

Permittee shall not assign this Agreement or any part thereof, or permit the use of any of the parking spaces, by anyone other than the Permittee, its agents, officers and employees, without the prior consent of the Permittor. However, should the Indiana Department of Administration request to assign the parking spaces to another Department or agency of the State of Indiana the Permittor will not unreasonably withhold his approval.

## 10. Indiana Law

This Permit Agreement shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## 11. Compliance with Laws

A. The Permittor agrees to 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 of any state or federal statute or the promulgation of regulations thereunder after execution of this Permit shall be reviewed by the State and the Permittor to determine whether the provisions of the Permit require formal modification.

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

C. The Permittor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Permittor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

D. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

E. The Permittor warrants that the Permittor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Permit and grounds for immediate termination of the Agreement and denial of further work with the State.

F. The Permittor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

G. Permittor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Permittor from leasing with the State in the future, cancel existing permits or leases, withhold payments to setoff such obligations, and withhold further payments until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

**12. Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Permitii Agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**13. Conflict of Interest**

A. As used in this section:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party," means:
1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of Permittor, if Permittor is not an individual; or
3. Any member of the immediate family of an individual under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

B. The Department may cancel this Agreement without recourse by Permittor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under Subsection B above if Permittor gives the Department an opinion by the Commission indicating that existence of this interested party does not violate any statue or code relating to ethical conduct of state employees. The Department may take any action, including cancellation of this Permit Agreement consistent with an opinion of the Commission obtained under this section.

D. Permittor has an affirmative obligation under this Permit Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subsection extends only to those facts that Permittor knows or reasonably could know.

**14. Nondiscrimination** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Permittor and his Subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Permit Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Permit Agreement. Acceptance of this Permit Agreement also signifies compliance with applicable federal laws,

regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**15. Ethics**

The Permittor 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 Indiana Code § 4-2-6 et seq. and § 4-2-7 the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Permittor is not familiar with these ethical requirements, the Permittor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ig/commission.html. If the Permittor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Permit immediately upon notice to the Permittor. In addition, the Permitor may be subject to penalties under Indiana Code § 4-2-6-12 and § 4-2-7.

**16. Compliance with Telephone Solicitations Act.**

As required by IC 5-22-3-7:

(1) the Permittor and any principals of the Permittor certify that (A) the Permittor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers**]**, (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) 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 Permittor will not violate the terms of IC 24-4.7 for the duration of the Permit, even if IC 24-4.7 is preempted by federal law.

(2) The Permittor and any principals of the Permittor certify that an affiliate or principal of the Permittor and any agent acting on behalf of the Permittor or on behalf of an affiliate or principal of the Permittor: (A) except for de minimis and nonsystematic violations, 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 Permit, even if IC 24-4.7 is preempted by federal law.

**17. Miscellaneous Provisions**

A. No waiver of any condition or covenant of this Permit Agreement or failure to exercise a remedy by either of the parties shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

B. This Permit Agreement shall be interpreted and governed by the laws of the State of Indiana. All nouns, pronouns and any variation thereof shall be deemed to refer the masculine, feminine, neuter, singular or plural as the context may require.

C. This Permit Agreement contains all the agreement and understandings between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors. This Permit Agreement may be executed in one or more counterparts, each of which shall constitute an executed original.

D. Should the term of this Permit Agreement be in excess of three (3) years, Permittor agrees to record this Permit Agreement in its entirety (in the county where the leased spaces are located) within 45 days of the commencement, in conformance with IC 32-7-2-1. Permittor is liable for any compensatory and consequential damages incurred by Permittee due to Permittor's failure to comply with IC 32-7-2-1.

E. Nothing in this Permit Agreement will be deemed by the Permittor or Permittee as creating the relationship of principal and agent, partnership, or joint venture. The parties agree that this Permit Agreement and all acts done in compliance with this Permit Agreement will not be deemed to create any relationship other than the relationship of Permittor and Permittee.

**18. Drug-Free Workplace Certification**

The Permittor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Permittor will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Permittor's or his/her subcontractor's workplace.
False certification or violation of the certification may result in sanctions including, but not limited to, suspension of rent payments, termination of the Permit or agreement and/or debarment of contracting opportunities with the Permittee for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total rent amount set forth in this Permit Agreement is in excess of $25,000.00, Permittor hereby further agrees that this Permit Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of $25,000.00. No award of a permit shall be made, and no permit, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Permittor and made a part of the Permit or agreement as part of the Permit documents.

The Permittor certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Permittor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Permittor's 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.

(c) 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 Permittor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

(e) 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs (a) through (e) above.

**19. Notices**

All notices required to be given under this Permit Agreement will be made in writing and will be sent by registered or certified mail to the parties as follows:

PERMITTOR:

PERMITTEE:

COPY TO: Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Suite W479
Indianapolis, In. 46204

**20. Non-Collusion and Acceptance**

The undersigned attests under penalties of perjury that he/she is the contracting party or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Permit Agreement other than that which appears upon the face of the Permit Agreement.

**IN WITNESS** to their agreement, the persons signing, execute it for the Permittor and Permittee:

**For Permittor**:

_____

Date:_____

_____
The above named Person(s) personally appeared before me, a Notary Public and acknowledged the execution of this Agreement
This _____day of _____, 200__.

_____
Notary Public

_____
Printed Name

My Commission Expires:_____
County of Residence:

Prepared By:
Indiana Department of
Administration, Leasing Section
IGCS, W479
232-3279

revised 3/08

**For Permittee**:

_____

Date:_____

**Department of Administration**

By:_____
For:(Agency Head's Name), Commissioner

Date:_____

**State Budget Agency**
By: _____
For: (Agency Head's Name), Director

Date:_____

**Approved as to form and legality**

By: _____
For: (AG's Name), Attorney General

## Amendment to Recognize Substitution of Party to Lease

#____

**This Amendment** to the lease dated as of _____between (old landlord should be inserted here), (Landlord) and the State of Indiana, acting by and through its Department of Administration for and on behalf of the (using agency should be inserted here), (Tenant).

The Landlord and Tenant agree to the following amendment of the Lease for the purpose of commemorating the substitution of a Party in interest:

**Amendment of Paragraph 1**

Paragraph #1 shall be amended to change the Landlord (or his agent) from _____ to _____.

**Amendment of Section 5: Method of Payment**

Section 5D shall be amended to; Payments shall be mailed to;

Insert new landlord or landlord agent name here

Insert new landlord or landlord agent address here

**Amendment of Section 30: Notice**

Section 30 entitled Notice, shall be changed to reflect the new Landlord (or agent if they will be receiving notice for Landlord) as follows:

Landlord: _____
_____
_____

**Effect of Amendment: The Parties agree that the foregoing amendment of the lease is for the convenience of the Landlord to recognize Landlord's assignment of his/her/its interest in the lease or change of property manager or agent administering the terms of the lease. That the purpose of this amendment is to facilitate the direction of payments and notices required under the lease and that the amendment is made at the specific request of the Landlord. The Parties expressly agree that this amendment does not alter the legal relationship between the original Parties to the lease, except as provided herein. The Parties further agree that this amendment does not ratify any assignment of the Landlord's interest in the lease or relieve the Landlord of any responsibilities or obligations thereunder, until the successor Landlord complies with the lease terms.**

**All other terms and conditions of the lease not modified by this Amendment shall remain unchanged and in full force and effect.**

**Non-Collusion**

The undersigned attests to the penalties for perjury that he/she is the Landlord, or that he/she is the representative agent, member or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

**In Witness** to their agreement, the persons signing this Amendment execute it for the Landlord and Tenant:

**For Current Landlord**: Company Name

_____
Name & title of signing authority

Date: _____

**For New Landlord**: Company Name

_____
Name & title of signing authority

Date:_____

**For Tenant**: Agency Name

_____
Name and title of Agency Head

Date:_____

**Department of Administration**

By_____
For:(Agency Head's Name),Commissioner

Date:_____

**State Budget Agency**

By: _____
For: (Agency Head's Name), Director

**Approved as to form and legality**

By: _____
For: (AG's Name), Attorney General

Revised 3/08

**Renewal Letter**

This letter is to serve as notice of the State of Indiana's intent to renew its lease for _____ square feet of space located at_____.

A copy of the lease is attached and incorporated by reference into this renewal. The renewal will begin immediately upon expiration of the original term of the lease and shall be in effect from _____ through _____ unless otherwise specified within the lease document. The rental rate shall not exceed _____ per month which represents an annual square foot amount of .

This notice complies with Section four (4) of the lease and causes this lease to be renewed.

| | |
|---|---|
| _____ | _____ |
| Agency Head<br>Agency | (Agency Head's Name), Commissioner<br>Department of Administration |
| Date:_____ | Date:_____ |

**Letter of Confirmation**

This Letter of Confirmation is to be attached to the lease between _____(Landlord) and _____ (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 _____square feet located at in the County of_____, City 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 _____. It is further agreed that the rent shall not exceed _____ monthly, which represents _____ per square foot annually.

**Landlord:**
_____

Date:_____

**Tenant:**
_____

Date:_____

## Janitorial Exhibit

Landlord agrees to furnish reasonable and customary cleaning in and about the premises in accordance with the following schedule:

- Office to be cleaned five (5) days per week.
- Carpet to be vacuumed five (5) days per week.
- Wastebaskets to be emptied five (5) days per week.
- Restrooms to be cleaned and re-supplied five (5) days per week, or as needed.
- Hard surface floors to be mopped once per week.
- Hard surface floors to be stripped and waxed two (2) times per year.
- Windows to be cleaned two (2) times per year, inside and out.
- Light bulbs and starters installed as needed.
- Treat for pest control as needed.
- To provide trash removal (scavenger service) as needed.
- Treat for ice as needed.

All labor and materials for the above mentioned services will be provided by Landlord with no additional cost to the Tenant, including light bulbs, filters, trash-bag liners, hand towels, toilet paper, ice control materials and janitor's cleaning supplies.

Revised 8/04

# NOTES:

# Forms

The following boilerplate documents are available upon request or at the IDOA Leasing web site at http://www.in.gov/idoa/2528.htm. If the document you need is not listed below, please call the Leasing Section, it may be that we have just missed listing it.

- Office Lease
- Parking Lease
- Hangar Lease
- Warehouse Lease
- Land Lease
- Amendment to change Landlord (or his representative)
- Amendment to change Landlord's agent
- All Exhibits
- Improvement Standards
- Request for Proposal
- Housing policy and lease
- Renewal letters
- Confirmation letter

The following pages provide sample copies of a Request to Lease Space, SF 202 and a Proposal for Leasing Space, SF 203 and the minimum standards to be followed for lease hold improvements.

# Request to Lease Space

## REQUEST TO LEASE SPACE

State Form 202 (R5 / 8-01)

*Instructions:* *Please type or print all information.*
*Please include any necessary attachments.*
*After signature of your Agency Personnel, please forward to the Indiana Department of Administration (IDOA), Leasing Section.*

Type of request:
☐ New Lease ☐ Re-negotiation ☐ Renewal ☐ Amendment

**A. CURRENT STATUS**

| | | |
|---|---|---|
| Current date (*month, day, year*) | Name of requesting agency / division | |
| Current address (*number and street*) | | |
| City, state, ZIP code | | |
| Current square footage | Current square foot lease rate | Does this rate include all utilities and services? |
| List additional expenses, if any: | Current Executive Order 99-04 category | |
| Current expiration date | | |

**B. WHAT ARE YOU REQUESTING?**

| | |
|---|---|
| Desired square footage (*If office space and in excess of 200 square feet per person guideline, attach a copy of a completed space justification formulary. If storage space, explain how you determined the square footage needed.*) | |
| Desired term: (*If in excess of 4 years, please attach a written request and justification.*) | |
| Projected rental rate: | Projected annual additional rent costs: (*utilities, janitorial, operating expenses, etc.*) |
| Projected one time expense for such items as systems furniture, telephone / data, tenant improvements to be paid for by your agency. | |
| Projected move costs: | Projected Total cost: |
| Number of parking spaces needed: | Projected move date: |

If you have already identified space, please attach an explanation as to how the property was identified, a 203 (*Proposal for leasing space*) with all relevant information including whether it's located in an area covered by Executive Order 99-04.

**C. STAFFING INFORMATION**

Number of full-time employees and classifications

Number of part-time employees and classifications

Number of any other type of employees working out of your office and their titles

**D. APPROVAL**

| | | | |
|---|---|---|---|
| Agency Budget | Date (*month, day, year*) | Agency Leasing | Date (*month, day, year*) |
| IDOA, Leasing: | | | Date (*month, day, year*) |

# Proposal for Leasing Space

## PROPOSAL FOR LEASING SPACE

State Form 203 (R3 / 8-01)

Please print or type all information.
May use attachments if necessary.

Type of space:
☐ Office
☐ Warehouse
☐ Other _____

**SECTION 1 - INFORMATION ON THE PROPOSED LANDLORD**

| | |
|---|---|
| Name of proposed landlord | |
| Address (*number and street, city, state, ZIP code*) | |
| Name of contact person | Telephone number |

**SECTION 2 - INFORMATION ABOUT PROPOSED PROPERTY**

| | | |
|---|---|---|
| Address of proposed property (*number and street, city, county, state, ZIP code*) | | |
| Is the property a multi tenant or single tenant building? | Is the property ADA compliant? | |
| What type of construction is the building? | | |
| Age of the building | Total rentable square feet within the building | Square feet available for lease |

**SECTION 3 - PROPOSAL**

| | | |
|---|---|---|
| Amount of square feet proposed to lease | Proposed commencement date | Cost per square foot |

Cost per square foot includes:

| | |
|---|---|
| Parking<br>☐ Yes ☐ No | If Yes, how many and where located |
| Utility usage (*i.e.: water, HVAC, electric gas, sewer*)<br>☐ Yes ☐ No | If No, explain: |
| Maintenance, upkeep and repair of all the building structure and systems ☐ Yes ☐ No | If No, explain: |
| Janitorial services<br>☐ Yes ☐ No | If Yes, describe the services to be performed and frequency |
| Trash removal<br>☐ Yes ☐ No | |
| Additional services and / or charges<br>☐ Yes ☐ No | If Yes, please explain: |
| Improvements to the property<br>☐ Yes ☐ No | Describe the improvements and amount to be spent on improvements that are included in the rental rate of this proposal (*use an extra sheet if necessary*) |

Historic Building
☐ Yes ☐ No

Is the building located in one of the following area? ☐ Yes ☐ No If yes please circle the appropriate one.

1.The central business district of the town or city. 2. A traditional neighborhood commercial district.

3. An urban Enterprise zone. 4. A Brownfield.

**I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS.**

Signature

**Indiana Department of Administration**
**Tenant Interior Build-out Information**

MILLWORK

Provide Break room plastic laminate counter with redi made base and wall cabinets. **Length & location of cabinetry to be designated by tenant. Refer to plans provided.**

Provide Coat shelves and metal rods as located on the drawing. **Length & location of shelving to be designated by tenant. Refer to plans.**

DOORS

New interior doors to be prefinished stained 3'-0" x 7'-0" x 1 ¾" solid core birch doors. Frames to be prefinished knock down frames similar to Timely or Redi frames. Provide a lock on all entry & storage room doors. All doors to have new lever handle hardware (Schlage AL series or equal) and 3 hinges. Computer room to have dead bolt lock. Keying of locks to be coordinated with the tenant.
**Number & location of doors to be designated by tenant. Refer to plans.**

WINDOWS

Mini blinds or equivalent building standard window coverings to be provided on all windows.

FINISHES

Walls to be 3 5/8" metal studs at 16 " on center, with 5/8" drywall each side.
Walls
to extend to the underside of ceiling grid. Provide insulation in all Conference
Rooms & Restroom walls, and 2'-0" each side of those walls above ceiling. Extend restroom walls up to deck. Extend demising walls up to deck (unless return air plenum).

Provide new 2 x 4 suspended 15/16" ceiling grid & 2 x 4 acoustical square edge lay-in tiles (Armstrong Cortega or equal) , at +8'-6" minimum ceiling height.

Carpet: All areas except those noted below.
J & J Commercial, Counterpart, or approved equal.
Minimum specifications: 26 oz., 100% nylon (J&J Encore SD Ultima), 1/10 gauge, .124 inch finished pile thickness, 7,548 density, & Fluorochemical Treatment. Carpet must meet Class 1 Standards on all Physical Testings for Flammability, Smoke, Static Generation, & ADA Compliance.

VCT: Break Room, Storage Rooms, & other areas specified for VCT:

Mannington Commercial, Essentials, 12”x12” tiles, or approved equal.

Ceramic Floor Tile: Restrooms to have 8”x8”porcelain paver floor tile.
Vinyl Base: 4” Johnsonite or V.P.I., coved, 120 linear feet roll goods, or approved equal.

Paint all walls with 2 coats of eggshell latex paint.

ELEVATOR

Provide ADA elevator, where required, with access to all occupied levels. Elevator must meet ADA requirements.

FIRE PROTECTION

Provide Fire sprinkler system through out the entire space with the system in the computer room (where applicable) to be a preaction type.

PLUMBING

Provide a Break room stainless steel sink with hot & cold water.
Provide all restroom fixtures, and drinking fountains, to comply with ADA, in numbers meeting current building codes.

HVAC

Provide heating & cooling system to condition the space to the following criteria:

Summer: Cool to 75 degrees with design condition of 92 degrees dry bulb/ 76 degrees wet bulb
Winter: Heat to a minimum of 70 degrees with a design condition of 0 degrees outside air temperature.

Fresh air to be provided based upon the proposed number occupants at 20 cfm of outside air per person at the density of 1 person per 200 RSF.

There will not be any humidification nor special dehumidification.

ELECTRIC

Provide new 2 x 4 fluorescent light fixtures, with prismatic or parabolic lenses, T-8 lamps. Provide 1 light per every 75 square feet. Provide one light switch per each individual room, and one switch in open areas per each bank of 25 lights. Light level at 50 foot candles at desktop. **Refer to plans for suggested location of light fixtures. Any deviations taken from that plan by the electrician are subject to final approval from the tenant & their space planner.**

Provide life safety horn/strobes/alarm system as required by building code.

Provide Exit signs and emergency lighting as required by building code.

Work stations:  Power connection to panel system with a capacity of 1 circuit per 3 work stations and empty conduit with a capacity for 2 data/comm. cables per work station.
Stations to be powered off of a wall or column where applicable, floor boxes if in
the center of an open area; no power poles unless with Tenants prior written approval.

Medium Offices: (up to 150 sq. ft.) 2 standard electrical duplex outlets & 1 empty box for data/comm. cables.
Large Offices: (over 150 sq. ft.) 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Lg. Conference Rm. (over 500 sq. ft.) 8 standard electrical duplex outlets and, 4 empty boxes for data/comm. cables.

Other Conferences: 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Provide power and an empty box for data/comm. cable to each copier, printer, and fax machine.

Reception area:  4 standard duplex elec, 1 data/comm.

General Purpose:  Provide convenience and cleaning outlets to be able to reach using a maximum of a 50’ appliance cord.

**Refer to plans for exact locations of all electrical & data outlet devices.**

All cable & wiring for telephones & computers is excluded or performed by Landlord per Tenant’s specifications and reimbursed by Tenant.
Contractor shall be responsible for providing the empty data box & pullstring only.

- Signage issues to be discussed.

COMPUTER ROOM/COMMUNICATION’S ROOM SPECIFICATIONS – SATELLITE OFFICE

## Electrical and Grounding Requirements

### Data Communications Rack Power Requirement

The data communications rack requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 5 feet from the present or future equipment rack (wall mount or floor mount). Communications Room drawing will display location of installation.

### Data Communications Rack Grounding Requirements

The data communications rack requires a #6 copper solid or stranded grounding wire with a green sheath. The wire must be continuous length (no splices). The wire must be connected to the grounding bus bar of the nearest power panel. Verify the grounding bus of the power panel is grounded to the Multi Ground Neutral. The Multi Ground Neutral must be connected to the driven grounding electrode at the service entrance. Mount a busbar (GB10) to the communications backboard and attach the #6 ground wire. If the communications backboard is not in place leave a sufficient amount of wire coiled in a service loop with the GB10 attached. Provide approximately 20 feet of the #6 ground wire for the communications installers to ground the data communications rack, telephone system, and communications cable lightning protectors to the ground busbar. .

### Telephone System Power Requirements

The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location of installation.

### Telephone System Grounding Requirements

(See Data Communications Rack Grounding Requirements above.)

### Fileserver Power Requirements

The fileserver requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 3 feet from the future fileserver location.

## Room Dimensions:

For most county sites, a room 8 feet by 10 feet should be sufficient.

**Physical environment:**

The computer room/communication's room environment must match the office environment for the staff. Sufficient air conditioning, heating, and airflow must be provided to maintain this environment. DTS FSSA recommends running the Netfinity servers in temperatures from 70-80 degrees F. The heat output for the Netfinity Admin Server, & UPS together is around 2200 BTU.

COMPUTER ROOM/COMMUNICATION'S ROOM SPECIFICATIONS – ICES/ICWIS OFFICE

**Electrical and Grounding Requirements**

**Data Communications Rack Power Requirement**

The data communications rack requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12 inches from the floor and no further than 5 feet from the present or future equipment rack (wall mount or floor mount). Communications Room drawing will display location of installation.

**Data Communications Rack Grounding Requirements**

The data communications rack requires a #6 copper solid or stranded grounding wire with a green sheath. The wire must be continuous length (no splices). The wire must be connected to the grounding bus bar of the nearest power panel. Verify the grounding bus of the power panel is grounded to the Multi Ground Neutral. The Multi Ground Neutral must be connected to the driven grounding electrode at the service entrance. Mount a busbar (GB10) to the communications backboard and attach the #6 ground wire. If the communications backboard is not in place leave a sufficient amount of wire coiled in a service loop with the GB10 attached. Provide approximately 20 feet of the #6 ground wire for the communications installers to ground the data communications rack, telephone system, and communications cable lightning protectors to the ground busbar.

**Telephone System Power Requirements**

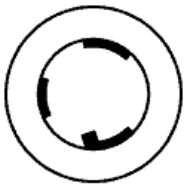
The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12" from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location of installation.

**Telephone System Grounding Requirements**

(See Data Communications Rack Grounding Requirements above.)

**Fileserver Power Requirements for DFC Offices (ICWIS/ICES server sites)**

At the main DFC office in each county, a dedicated circuit is required to supply power to the servers and network equipment installed there. “Main” is defined as the office where the ICWIS server is located. The following are the requirements for the circuits:



1. Installation of a 30AMP, 110 volt circuit with an L5-30 locking plug – a picture of the plug type is shown above:

2. Electrical circuit must be located not more than 6’ from the location of the 2 servers that are currently housed at the main DFC office.

3. The servers and the electrical equipment will be housed in a floor-standing cabinet that is of the following dimensions:

- Height (including monitor) – 5 ½ ft.
- Width – 2 ½ ft.
- Depth – 3 ½ ft.

All offices, with the exception of Lake, Marion and Allen Counties, are required to have (1) circuit installed. Lake, Marion and Allen County locations require (2) circuits.

**Room Dimensions:**

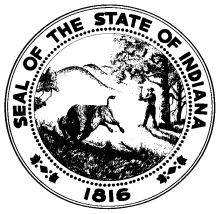
For most county sites, a room 10 feet by 10 feet should be sufficient. Smaller counties may be 8’ x 8’.

**Physical environment:**

The computer room/communication’s room environment must match the office environment for the staff. Sufficient air conditioning, heating, and airflow must be provided to maintain this environment. DTS FSSA recommends running the Netfinity servers in temperatures from 70-80 degrees F. The heat output for the Netfinity Admin Server, & UPS together is around 5500 BTU.

Revised 6/04

NOTE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