

**LEASE AGREEMENT
FOR
AGENCY USE OF STATE-OWNED PROPERTY**

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the South Carolina Department of Administration, Division of General Services, executes this Lease as set forth on the signature page) by and between the South Carolina Department of Administration (the "Landlord"), having an address of 1200 Senate Street, Suite 460, Columbia, South Carolina 29201, and the _____ (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina, having an address of _____.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of _____ rentable square feet on the _____ floor(s) of the building commonly known as the _____ **Building** (the "Building") located at: _____ together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A."

ARTICLE 2 - TERMS

2.1. The initial term ("Initial Term") of this Lease shall begin on _____ (the "Commencement Date") and, unless terminated or extended, end on _____ (the "Expiration Date"). Provided there is no continuing event of default hereunder by Tenant, the term of this lease shall be automatically extended annually for additional one year terms (the "Extended Terms") unless either Tenant or Landlord gives at least **ninety (90) days** written notice prior to the expiration of the then existing term to the other that it shall not be extended. The Extended Term shall be upon the same terms and conditions with the exception of the amount of the rent which is subject to change annually. Either Landlord or Tenant can terminate this lease at any time by providing ninety (90) days written notice to the other party.

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the Initial Term at the annual rental rate of \$_____ per rentable square foot in the annual amount of \$_____. Rent shall be paid, in advance, at the beginning of the Initial Term and any Extended Term.

3.2. Basic Rent shall be adjusted as approved by the General Assembly. Basic Rent includes Tenant's share of operating costs and an allocation towards energy costs.

3.3. In addition to Basic Rent, Tenant shall pay all energy costs for water, heating, ventilating, air conditioning, natural gas and electricity less amounts allocated in Basic Rent for energy costs.

3.4. All payments to be made by Tenant pursuant to this Lease shall be prorated as of the Commencement Date and the Expiration Date or as of the date of an earlier termination.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for _____ use relating to its (Name of office/division).

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall not have the right to assign this Lease or sublet the Demised Premises without the prior written consent of the Division of General Services.

ARTICLE 6 - SERVICES TO BE PROVIDED

6.1. Landlord shall provide to Tenant the following services:

(a) **UTILITIES** - Water, heating, ventilating, air conditioning, and electricity during the ordinary business hours of seven A.M. and six P.M. Monday through Friday and for ordinary office equipment;

(b) **GENERAL BUILDING SYSTEMS MAINTENANCE** - Maintenance and repair of large commercial grade building equipment that provides the primary cooling and heating used for the entire building including, but not limited to chillers, boilers, cooling towers and primary pumping systems;

(c) **ELECTRICAL SYSTEMS MAINTENANCE** - Maintenance and repair of complete building electrical systems;

(d) **HEATING, AIR CONDITIONING AND PLUMBING SYSTEMS MAINTENANCE** - Maintenance and repair of all building heating, air conditioning and plumbing systems. Air conditioning and similar equipment purchased,

installed, operated and maintained for computer rooms, servers, switches in equipment, or other purpose that meets the needs of the Tenant only are the responsibility of the Tenant;

(e) ENERGY MANAGEMENT AND FIRE DETECTION SERVICES - Twenty four (24) hours per day and seven (7) days per week central energy management for the heating and air conditioning systems and fire detection services;

(f) ELEVATOR SYSTEMS MAINTENANCE - Maintenance and repair of elevators;

(g) CUSTODIAL SERVICES – Complete custodial service with full time staffing, in accord with other Division of General Services' Buildings;

(h) ADMINISTRATIVE AND MANAGEMENT EXPENSES – Expenses incurred in connection with the operation and maintenance of the building and grounds in which the premises is located;

(i) HORTICULTURE AND GROUNDS MAINTENANCE – Complete horticulture and grounds services;

(j) BUILDING INSURANCE – Insurance on the building; and

(k) DEPRECIATION RESERVE – A depreciation reserve fund for any building systems, parts or equipment that must be replaced due to age or use.

ARTICLE 7 - ADDITIONAL SERVICES

7.1 Additional Services - All services not included in the schedule of "Services to be Provided" but requested by or required by actions of Tenant, shall be performed on a direct billing basis to Tenant. Tenant agrees to remit payment for additional services rendered within thirty (30) days of receipt of invoice. Services which shall be performed on a direct billing basis shall include, but is not limited to, moving office furniture or boxes, cleaning carpets more than 3 times in one year, stripping or waxing floors more than 2 times in one year, hauling off items that the Surplus Property Office will not accept, cleaning high light fixtures, post construction clean-up and providing extra or special purpose dumpsters.

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent and Energy Costs when due without notice or demand;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the expiration or termination of this Lease in accordance with Article 10 hereof;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Premises; and

(e) Allow Landlord reasonable access to the Premises.

ARTICLE 9 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

9.1. Without the prior written consent of Landlord, Tenant shall not make any additions, improvements or alterations to the Demised Premises. Construction of all additions, improvements or alterations shall be coordinated through the Division of General Services.

ARTICLE 10 - SURRENDER

10.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein. Keys shall be promptly delivered to the Division of General Services, Facilities Management.

ARTICLE 11 - NOTICES

11.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 12 - AMENDMENTS

12.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally. Notice of any termination or waiver must be provided to the other party in writing and no amendment or modification shall be effective for any purposes unless it is in writing and signed by both Landlord and Tenant.

ARTICLE 13 - MISCELLANEOUS

13.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

13.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

13.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

13.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

13.5. Exhibit "A" referred to in this Lease is incorporated herein and made a part hereof.

13.6. This Lease shall be governed by and construed in accordance with the laws and regulations of the State of South Carolina, and the procedures and policies of the Department of Administration.

13.7. Unless indicated otherwise herein, all renovations, including painting, within the Demised Premises shall be at Tenant's expense. All renovations must be coordinated through and approved by the Division of General Services, Facilities Management.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS

LANDLORD:
South Carolina Department of Administration
Division of General Services

Scott Capell
Real Property Services

Date

WITNESS

TENANT:

(Signature of Tenant)

(Name and title of agency signatory)

Date

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EXHIBIT "A"

FLOOR PLANS