

# U.S. GOVERNMENT LEASE OF REAL PROPERTY

1. THIS LEASE entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the United States of America, herein called Lessor, and \_\_\_\_\_ hereinafter called the Lessee, whose address is \_\_\_\_\_ to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises:

to be used exclusively for the following purpose(s):

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term:  
(Check and complete ONE of the following paragraphs)

A. MONTH-TO-MONTH: This tenancy for an indefinite period, and may be terminated at any time by either party giving to the other a thirty days' written notice.	B. FIXED TERM: To have and hold said premises with their appurtenances for a predetermined term.
INDEFINITE PERIOD BEGINNING DATE	NUMBER OF MONTHS      BEGINNING DATE      ENDING DATE

4. The Lessee shall pay the Lessor an annual rental of \_\_\_\_\_ \$ \_\_\_\_\_ payable at the rate of \$ \_\_\_\_\_, per month in advance. Rents for part of a month shall be prorated. All payments shall be made payable to the U.S. General Services Administration, and shall contain the following lease number for identification purposes \_\_\_\_\_. All payments are to be paid by check or money order and mailed or delivered to: U.S. GENERAL SERVICES ADMINISTRATION, P.O. BOX 6200-28, Portland, OR 97228-6200.

5. The Lessor shall furnish the Lessee under the terms of this lease services and utilities as follows:

If heat or air conditioning services are provided under this lease, the Lessor agrees to maintain temperatures in the demised premises in accordance with current Lessor standards for its buildings. In the event of a fuel shortage, where the Lessor is required to cut back or curtail fuel consumption, the Lessee agrees to accept heating or air conditioning at whatever level is available.

6. It is understood and agreed that this lease is subordinate to the lease dated \_\_\_\_\_ between the United States of America and \_\_\_\_\_ and to any pre-existing mortgage on the demised premises, and that anywhere the words Lessor or Lessee appear in this lease, these words shall be come Sublessor and Sublessee.

7. The following paragraphs were deleted before execution of this lease:

8. The following paragraphs or documents were incorporated before execution of this lease:

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed:	In Presence of:	Lessee:
DAY	WITNESS SIGNATURE	SIGNATURE
DATE (Month and year)	WITNESS SIGNATURE	SIGNATURE

ACCEPTED ON BEHALF OF THE UNITED STATES OF AMERICA

DAY	DATE (Month and year)	SIGNATURE	CONTRACT NUMBER
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U.S. GENERAL SERVICES ADMINISTRATION

BY	TITLE
ADDRESS	CITY      STATE      ZIP CODE

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## TERMS AND CONDITIONS

- A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.
- B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.
- C. Lessee shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessor, his agents, or employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.
- D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his/her property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.
- E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.
- F. Lessee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (*collectively, Laws*) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Lessee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.
- G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.
- H. Lessee, Lessee's agent, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.
- I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.
- J. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on authority hereby granted to the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.
- K. Payments that are more than 120 days delinquent may be treated as a debt owed to the United States Government. The debt may be referred to the U.S. Department of the Treasury for collection. Interest and penalties may be assessed in accordance with the United States Code set forth at 31 U.S.C. § 3717, as such provision may be amended from time to time, which is hereby incorporated in this Lease by this reference as if set forth in full. Additional information on interest, debts and penalties can be found in the GSA handout "Your Rights as a Debtor," which can be provided by the GSA Contracting Officer upon request. This provision does not limit the Lessor's rights under paragraph J to terminate the Lease upon nonpayment of rent or any other rights Lessor has under the Lease.
- L. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.
- M. The provisions set forth at 18 U.S.C. § 431 (*Contracts by Member of Congress*) and 41 U.S.C. § 6306 (*Prohibition on Members of Congress making contracts with Federal Government*), as such provisions may be revised from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full.
- N. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.
- O. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- P. Any notice to or demand made upon the Lessee must be in writing and will be deemed to have been given or made on the day when it is sent by United States Postal Service mail to the Lessee's address indicated in the Vendor Code Request Form, to be completed by the GSA Contracting Officer, or to such other address as Lessee may hereafter from time to time specify in an update to the Vendor Code Request Form. Any notice to or demand upon the Lessor must be in writing and will be deemed to have been given or made on the day when it is sent by United States Postal Service mail to the Lessor's Contracting Officer address indicated on the signature page herein or at such other address as Lessor's Contracting Officer may hereafter from time to time specify, in writing, for such purpose. The Contracting Officer is the Lessor's Representative and is the only person who has authority to sign or amend the terms or conditions of this Lease.
- Q. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's Representative and is the only person who has authority to sign or amend the terms or conditions of this lease.
- R. The Lessee agrees not to discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.
- S. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.
- T. Lessee acknowledges no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- U. If the property leased is located in a state requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.
- V. The provisions of subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as such provisions may be revised from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full. In confirmation thereof, the Prospective Lessee must provide a Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, in the form attached hereto as Exhibit A and incorporated into this Lease by reference.

**Exhibit A - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**

*NOTE: The term "Prospective Lessee" refers only to the entity that executes the lease contract, and not U.S. affiliates, subsidiaries or parent companies of the entity.*

(a) *Definitions.* As used in this provision-

*Covered telecommunications equipment or services* means any of the equipment or services listed in subsection (f) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable or Ethernet).

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement Number 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (*relating to assistance to foreign atomic energy activities*);

(4) Nuclear facilities, equipment and material covered by part 110 of title 10, Code of Federal Regulations (*relating to export and import of nuclear equipment and material*);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video or data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system or service.

(b) *Prohibition.*

Subsection 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in connection with any work under a Federal contract. Nothing in the prohibition shall be construed to --

PROSPECTIVE LESSEE: \_\_\_\_\_

GOVERNMENT: \_\_\_\_\_

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.*

The Prospective Lessee must review the Excluded Parties List in the System for Award Management (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Prospective Lessee represents that --

(1) It  will,  will not utilize covered telecommunications equipment or services in connection with any contract, subcontract or other contractual instrument, regardless of whether that use is in connection with any work under a Federal contract. The Prospective Lessee must provide the additional disclosure information required at subparagraph (e)(1) of this section, if the Prospective Lessee responds “will” in subparagraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Prospective Lessee represents that --

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The Prospective Lessee must provide the additional disclosure information required at subparagraph (e)(2) of this section, if the Prospective Lessee responds “does” in subparagraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in subparagraph (d)(1) of this provision. If the Prospective Lessee has responded “will” in the representation in subparagraph (d)(1) of this provision, the Prospective Lessee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b)(1) of this provision.

(2) Disclosure for the representation in subparagraph (d)(2) of this provision. If the Prospective Lessee has responded “does” in the representation in subparagraph (d)(2) of this provision, the Prospective Lessee must provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

PROSPECTIVE LESSEE: \_\_\_\_\_

GOVERNMENT: \_\_\_\_\_

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in subparagraph (b) of this provision.

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PROSPECTIVE LESSEE OR LEGALLY AUTHORIZED REPRESENTATIVE

NAME AND ADDRESS ( <i>INCLUDING ZIP CODE</i> )	TELEPHONE NUMBER
SIGNATURE:	DATE:

PROSPECTIVE LESSEE: \_\_\_\_\_

GOVERNMENT: \_\_\_\_\_