

**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 Facilities Management and Property Services, executes this Lease as set forth on the signature page) by and between the South Carolina Department of Administration, Division of Facilities Management and Property Services (the "Landlord"), having an address of 1200 Senate Street, 6th Floor, 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 and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of rentable square feet (..... usable square feet) on the (.....) floor of the building commonly known as the (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 and subject to the approval of the Division of Facilities Management and Property Services and any other required State approvals, the term of this Lease shall be automatically extended annually for additional one year terms (the "Extended Term") 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 Basic Rent, as defined in Article 3 of this Lease, which is subject to change annually. Either Landlord or Tenant can terminate this Lease at any time by providing ninety (90) days prior written notice to the other party.

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the Initial Term and any Extended Term at the annual rental rate of \$11.29 per rentable square foot in the annual amount of \$....., subject to any adjustments in Article 3.2 of this Lease. 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 for the services provided in Article 6 and an allocation towards utility costs ("Utility Allocation"). The Utility Allocation is \$1.52 per rentable square foot.

3.3. In addition to Basic Rent, Tenant shall pay all utility costs including but not limited to energy costs for water, heating, ventilating, air conditioning, natural gas and electricity less the Utility Allocation and accounting for any previously estimated billings.

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 of the last day of the Initial Term or any Extended Term.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for office use relating to its agency.

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 Landlord.

ARTICLE 6 – OPERATING SERVICES TO BE PROVIDED

6.1. Landlord shall provide to Tenant the following services:

(a) UTILITIES - Water, sewer, 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, subject to the Utility Allocation in 3.2. Tenant requests for utility services outside of ordinary business hours or for purposes other than ordinary office equipment must be submitted in writing to the Landlord and all associated costs will be the responsibility of the Tenant;

(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 to meet the needs of the Tenant only are the sole 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 building heating and air conditioning systems and fire detection services;

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

(g) CUSTODIAL SERVICES – Standard office custodial service. Any additional services, such as but not limited to: cleaning of furniture or other personal equipment, other than periodic dusting of office furniture, is available at an additional cost at the written request of the Tenant.

(h) ADMINISTRATIVE AND MANAGEMENT – Administrative and management services in connection with the operation and maintenance of the building and grounds in which the Demised Premises are located;

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

(j) BUILDING INSURANCE – Insurance on the building.

ARTICLE 7 - ADDITIONAL SERVICES

7.1. Additional Services - All services not included in Article 6 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 not be limited to, renovations, painting, re-keying or additional locks requested by Tenant, moving office furniture or boxes, cleaning carpets or stripping or waxing floors more often than standard, 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.

7.2. All additional services must be coordinated through and approved by the Landlord. If Tenant desires any such additional services, a written request may be submitted to Landlord and Landlord shall provide a quotation for such services. If the parties choose to proceed, such services will be provided on a direct billing basis to Tenant. Landlord will either perform the requested service or serve as the agent in obtaining the requested service from private contractors.

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent, Energy Costs and additional services 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 12 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 Demised Premises; and

(e) Allow Landlord reasonable access to the Demised 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 Landlord. Tenant must also provide notice to the Landlord prior to the installation of any equipment that may increase utility usage.

ARTICLE 10 SIGNS

10.1 Landlord shall not provide any signage for Tenant. During the Initial Term and any Extended Term of this Lease, Tenant may, at its sole expense, install signs at the Demised Premises, provided such sign(s) meet with Landlord's approval, in Landlord's sole discretion. Tenant shall maintain any such sign(s). If Tenant does not adequately maintain such sign(s), Landlord may either provide such maintenance or remove the sign(s) and restore the Demised Premises to its condition prior to the installation of the sign(s). Any such maintenance or removal by Landlord pursuant to this Section 10.1 shall be at Tenant's sole cost and expense. Tenant shall remove any such sign(s) upon termination of this Lease and Tenant may remove any such sign(s) prior to the termination of this Lease provided however, that Tenant will fully repair any damage occasioned by the removal of any sign(s) and provided further that Tenant will not remove any such sign(s) without Landlord's written consent if the removal of such sign(s) will result in impairing the structural strength of the Demised Premises or any part thereof.

ARTICLE 11 PARKING

11.1 The Demised Premises do not have any associated parking spaces. Landlord has no obligation to provide or maintain parking for Tenant or its visitors.

ARTICLE 12 - SURRENDER

12.1 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 Landlord.

ARTICLE 13 - NOTICES

13.1 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 14 - TENANT CANCELLATION PRIVILEGE

14.1 Notwithstanding the Commencement Date and Termination Date and the right of termination as set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

- (a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease; or
- (b) If the Tenant is dissolved; or
- (c) If public space becomes available for Tenant in substitution for private space being leased by Tenant.

ARTICLE 15 - AMENDMENTS

15.1 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 16 - MISCELLANEOUS

16.1 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.

16.2 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.

16.3 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.

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

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

16.6 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.

16.7. Landlord shall have all of its common law, equitable, and statutory rights of set-off, including but not limited to remedies available under Section 11-9-95 of the South Carolina Code of Laws.

16.8 Landlord shall have the right to enter or to allow its contractor to enter the Demised Premises at any time for purposes of inspection, enforcement and/or prevention and Landlord and/or its contractor shall further have the right to enter the Demised Premises at all reasonable times during usual business hours at any time after the Landlord has provided Notice to the Tenant of its intent to perform Operating Services or Additional Services or for the purpose of showing the Demised Premises to prospective assignees, tenants or purchasers.

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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 Facilities Management and Property Services

(Signature of Landlord)

Date

WITNESS

TENANT:

(Signature of Tenant)

(Name and title of agency signatory)

Date

