

Real Estate Leasing Manual

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The Leasing Division of
The Indiana State Department of Administration

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Commissioner

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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.

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 Standards for determining amount and type of facilities

The standards established under section 3(1), above, 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. Establish the amount and type of facilities needed for different categories of employees, equipment and materials.

IC 4-13-1.1 Location of State Agencies in Downtown Areas

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 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.

Pursuant to IC 4-13-1.1-4, “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 5-28-15; or
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. Please use **State Form 202, Request to Lease Space** (“SF 202”). <https://forms.in.gov/Download.aspx?id=4587>

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, 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 interests 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 signature and approval by:
 - a) The Landlord
 - b) The Tenant Agency
 - c) The Department of Administration
 - d) The State Budget Agency
 - e) 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 following 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(j) states in part, "If any appointive officer or employee of the state shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this chapter, or take any part, it shall be ground for removal of the appointive officer or employee of the state by the officer appointing the appointive officer or employee of the state."
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 4-20.5-5-7 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. SF 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 SF 202 to IDOA

12 to 18 months prior to your desired move date, submit SF 202 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 State Form 203 package 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**, (“SF 203”) <https://forms.in.gov/Download.aspx?id=5487>, 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 4-13-1.1-4 and IC 4-20.5-5-4.
13. Registration information for Buy Indiana and registering with the Secretary of State

E. Agency distributes SF 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 PeopleSoft, the signed SF 202, the Comparative analysis, the clearances from DWD, SOS and DOR, and, if the lease term 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 be 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 SF 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 the determination to stay at this location, you will then do the following:

B. Submit SF 202 to IDOA

Submit SF 202 to IDOA, Leasing Section with a cover memo and the CMA attached. The SF 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 (Section II).
- 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 PeopleSoft, the signed SF 202, the CMA and the clearances from DWD, SOS 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 SF 202 and completed CMA to IDOA for approval**
- C. **IDOA approves SF 202**
- D. **Negotiate with landlord to reduce rate from pre-negotiated amount.**
- E. **Prepare Notice of Intent to Renewal Office Lease letter.**
The letter should comply with the notice requirements in Section 4. Option to Renew of the Lease. If you have missed that deadline, add the clause at the end of the form letter if the Landlord agrees to waive the notice requirement.
- F. **Prepare the Lease Renewal or Amendment for signatures.**
A renewal to extend the term of a lease may ONLY be used when:
 - the lease term has not exceeded the 10 year statutory maximum for leases; and
 - there are NO OTHER CHANGES to the lease terms (e.g. the rental rate and square footage remain the same).

If there are any changes to the lease terms, use a lease amendment to memorialize the terms during the extension period.
- G. **Attach a copy of the original lease, an EDS generated in PeopleSoft, the signed SF 202, the CMA and the clearances from DWD, SOS and DOR, and send to the Department of Administration.**
- H. **IDOA will sign (and if done by amendment, forward through the balance of the signature process).**
- I. **Once fully executed IDOA will retain a copy and send the Tenant Agency the originals.**
- J. **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 SF 202 to IDOA 12 months in advance, including cost estimates.

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 PeopleSoft, the signed SF 202 and the clearances from DWD, SOS and DOR, and send to the Department of Administration.

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

E. Once the fully executed lease is returned to IDOA Leasing, IDOA will retain a copy 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 least 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 bid
- Any additional information that the agency feels will make the process clear and precise.

2. Response Process:

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 bid.
- 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.

Inclusion of 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 attorney's fees for any matter whatsoever. This policy was established by the Attorney General's office concerning all leases. Reference: IC 4-6-2-11 and 4-6-3.
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 10 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 to these clauses.

1. Nondiscrimination
2. Cancellation for funding. [IC 5-22-17-5]
3. Drug-Free Workplace Certification (and certification if over \$25,000)
4. Ethics Clause in Compliance with Laws
5. Non-Collusion and Acceptance
6. Direct Deposit in Method of Payment
7. Telephone Privacy clause in Compliance with Laws
8. Indemnification
9. Employment Eligibility Verification
10. Indiana Law

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 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 the Lease 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/2864.htm>

After a lease is fully executed (signed and approved by all state signatories) a letter should be sent to the landlord giving them the purchase order number. (The Landlord will receive an official notice from the Auditor giving them the purchase order number, but giving them the number in advance will help expedite the process.) The Tenant Agency 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 holdover and the amount approved in the new agreement.

Boilerplate Leases

State of Indiana

Office Lease

EDS # or Contract # _____

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

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

1. Description of Premises Leased

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

2. Term of Lease

This Lease shall be effective for a period of ____ () year(s), commencing on _____, 201_, and ending on _____, 201_.

OR

2. Term of Lease and Confirmation Letter

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

3. Consideration

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

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

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

If rental rate changes annually:

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

| | | |
|--------|----------------|--------------------|
| Year 1 | Monthly amount | Square foot amount |
| Year 2 | Monthly amount | Square foot amount |
| Year 3 | Monthly amount | Square foot amount |
| Year 4 | Monthly amount | Square foot amount |

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

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

OR

If operating expenses apply

A. Base Rent

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

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

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

B. Additional Rent

It is further agreed that the Tenant may be required to pay additional rent under the following circumstances. Landlord is to be responsible to pay the first \$ _____ per square foot, per year of the expenses to operate the Leased Premises. The expenses are set forth within the attached Exhibit "___." Should the components of the expenses to operate the

Leased Premises exceed \$_____ per square foot, per year, the Tenant would be responsible to pay the overage, provided the overage does not exceed _____percent (____%) annually of the Landlord's share, or;

| | | | | | |
|----------|---|-------------|------------|---|-------------|
| Year one | : | _____ cents | Year three | : | _____ cents |
| Year two | : | _____ cents | Year four | : | _____ cents |

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

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, please select from one of the following clauses and add under Consideration.

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

OR

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

OR

B. Additional Rent

It is further agreed that the Tenant shall be required to pay additional rent under the circumstances set out in this Section. Beginning on the first anniversary of the commencement date of the Lease and annually thereafter for the balance of the Term, including any renewal Term, if exercised, Tenant shall reimburse Landlord its pro-rata share of the actual Operating Expenses incurred by Landlord for Tenant's use of the Leased Premises as described herein, adjusted to the basis of ____% occupancy of the Building, if actual occupancy by tenants for such year averaged less than 100%, and Controllable Costs subject to a cumulative cap of ____% per year over the Base Year Amount (as defined herein) (hereinafter referred to as "Additional Rent"). Only those expenses that vary by occupancy shall be grossed up. Tenant shall not be responsible for any Additional Rent during the first twelve (12) months of the Lease Term.

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

(1) "Operating Expenses" with respect to any Lease Year shall mean the aggregate of all of Landlord's actual, out-of-pocket expenses incurred in connection with the operation, repair, replacement and maintenance (as qualified below with respect to capital expenditures) of the Building as is necessary to keep the Building, parking garage and the Common Areas in good order, condition and repair with respect to the operation, maintenance and repair of a Class _ commercial office building in _____, Indiana. Such Operating Expenses shall be determined in accordance with sound management

and generally accepted accounting principles. Notwithstanding the foregoing, the following shall not be included as part of the Operating Expenses:

- depreciation;
- interest on, and amortization of, mortgages or other similar indebtedness secured by the Building;
- leasehold improvements, including painting, made for other tenants of the Building or made in order to prepare any portion of the Building for occupancy by a new tenant;
- brokerage commissions;
- financing costs;
- the cost of repairs or restoration necessitated by condemnation;
- franchise taxes, gross receipts taxes and income taxes of Landlord;
- the cost of any item or items for which Landlord is reimbursed by insurance, reimbursed by other tenants of the Building, or otherwise compensated;
- the cost of any work or service performed for any tenant of the Building to a greater extent or in a more favorable manner than that furnished generally to Tenant or other occupants of the Building;
- rent under any ground lease and/or underlying leases;
- the cost of any electric current furnished separately to any other tenant through sub-metering or any other means;
- compensation of any kind paid by any means to officers and executives of Landlord above the level of building or property manager;
- any cost representing an amount paid to a corporation or entity which is controlled or under common control with Landlord which is in excess of the amounts which would be paid in the absence of such relationship;
- advertising and promotional expenses incurred in leasing of the Building;
- the cost of correcting defects in the construction of the Leased Premises, or other parts of the Building;
- any insurance premium to the extent that Landlord is entitled to be reimbursed therefor by Tenant pursuant to the Lease or by any other occupant of the Building, excluding insurance premiums that are part of Operating Expenses under this Lease;
- the cost of any architectural additions to the Building that result in a larger building;
- capital expenditures for depreciable Building improvements, structural repairs, tenant improvements or initial landscaping, except that these expenditures may be amortized at the then-current prime rate of interest over the improvement's useful life (as determined in accordance with GAAP and/or IRS guidelines), and the annualized amortized amounts may be charged to Tenant as Operating Expenses, but only during the Lease Term;
- expenditures and capital outlays to bring the Building into compliance with the ADA (defined below) or other applicable, current state, federal, or local statutes, regulations, rules, guidelines, and directives;
- any expenses resulting from the negligence of Landlord, its agents, servants or employees;
- any bad-debt loss, rent loss or reserves for bad debts or rent loss;
- all interest or penalties incurred as a result of Landlord's failing to pay any Operating Costs or real property taxes as the same shall become due, unless such delay shall be caused by Tenant or Tenant's agents;
- the cost of repair or renovation of any tenant space within the Building for the purposes of leasing or releasing said space to third parties or for any other purpose;

-any and all costs associated with the operation of the business of Landlord as a legal entity, as the same are distinguished from the costs of operation of the Building or Leased Premises;
-all charges for complying with existing laws, codes, regulations, or ordinances relating to hazardous materials;
-any mark-up of the cost of utilities as billed by the utility service provider; and
-real property taxes for the Building, parking areas and common areas. Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises during Tenant's occupancy based on Tenant's proportionate share of such real estate taxes subject to the provisions of Section 37 herein.

- (2) **Operating Expenses Cap:** Notwithstanding any provision of this Lease to the contrary, the Controllable Operating Expenses used to calculate the Additional Rent for each calendar Lease Year shall be subject to a cap of %, with the exception of any increases in operating costs with respect to snow removal and any on-site utilities (the "Operating Expenses Cap"). The % Operating Expenses Cap shall be cumulative, calculated based on the **20__ Base Year**.
- (3) **"Controllable Operating Expenses"** shall mean and refer to those Operating Expenses, the prices of which are under the direct control of the Landlord. Controllable Operating Expenses shall not include the cost of on-site utilities and snow removal. Controllable Operating Expenses are subject to the % Operating Expenses Cap.
- (4) **"Uncontrollable Operating Expenses"** with respect to any Calendar Year means the aggregate of all actual expenses for on-site utilities, snow removal and janitorial services incurred by Landlord during such calendar year. A detailed breakdown of such Uncontrollable Operating Expenses should be included in the Year-End Statement.
- (5) **Base Year and Base Year Amount.** For purposes of this Lease, Operating Expenses for calendar year 20__ are to be considered the "**Base Year or 20__ Base Year.**" The "Base Year Amount" shall be an amount equal to the rentable rate per square foot of Operating Expenses for the **20__ Base Year** of the Lease grossed up as if the building were at 100% occupancy, multiplied by the square footage of the Leased Premises. The Base Year Amount shall not include real estate taxes.
Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises during Tenant's occupancy based on Tenant's proportionate share of such real estate taxes subject to the provisions of Section 37 herein.
- (6) **"Tenant's Building Expense Percentage"** shall mean the quotient by dividing the rentable square footage of the Leased Premises by the total rentable area of the building. The total rentable area of the building is **rentable square feet** and the Tenants' Building Expense Percentage is %.
- (7) **"Tenant's Proportionate Share of Operating Expenses"** shall be an amount equal to the **remainder** of (i) the product of Tenant's Building Expense Percentage times the Operating Expenses **less** (ii) Base Year Amount; provided, however, for purposes of the calculation, Tenant shall pay the lesser of the actual amount of the Controllable Operating Expenses or the amount subject to the Operating Expenses Cap ("Controllable Operating Expenses" shall be subject to a maximum cumulative

compounded yearly increase of five percent (5%) as compared against the Base Year Amount). At no time shall Tenant be responsible for any amount which is grossed up in excess of those amounts that Landlord actually paid.

(8) Payment of Additional Rent

The amount of Tenant's Additional Rent shall be estimated annually by Landlord, and Written Notice thereof shall be given to Tenant 30 days prior to the end of the Lease Year. Tenant shall pay to Landlord each month, at the same time the Base Rent payment is due and otherwise in accordance with Section 5, Method of Payment, an amount equal to one-twelfth (1/12) of the estimated annual amount of Additional Rent.

(9) Reconciliation of Additional Rent Amount

Within 30 days after the end of the Lease Year, and every year thereafter, Landlord shall prepare and submit to Tenant as part of the monthly invoice required under Section 5, Method of Payment, a statement showing Tenant's actual annual Additional Rent amount (the "Year-End Statement"). In support of the Year-End Statement, Landlord shall provide verification of actual Operating Expenses on an annual basis to Tenant, upon request.

Within thirty days after receipt of such Year-End Statement, Tenant shall pay to Landlord, or Landlord shall credit against the next payment or payments due from Tenant, as the case may be, the difference between the Tenant's actual Additional Rent Amount for the preceding Lease Year and the estimated amount paid by Tenant during such Lease Year. If this Lease shall commence, expire or be terminated on a date other than the last day of a calendar year, then the Tenant's Additional Rent Amount for such partial calendar year shall be prorated on the basis of the number of days during the year this Lease was in effect in relation to the total number of days in such year.

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

C. Landlord's Books and Records; Tenant's Audit Rights

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

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

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

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

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

4. Option to Renew

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

OR

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

5. Method of Payment

- 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, clerical and all other work performed by employees of Tenant in the ordinary course of their duties on behalf of Tenant. Any other use by Tenant must be approved by Landlord prior to such use and Landlord will not unreasonably withhold its approval.
- 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 during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease:

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

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

Summer: Cool to 72 degrees.

Winter: Heat to 70 degrees.

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

(3) Gas, where applicable, and electricity;

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

(5) Lighting fixtures and light bulbs adequate to serve the Leased Premises; replacement and repair of lighting fixtures and replacement of light bulbs, when necessary;

(6) Sewage services;

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

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

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

(10) Fire extinguishers, in adequate number and in functioning condition to serve the Leased Premises. Landlord shall inspect, maintain, repair or replace fire extinguisher devices on a regular basis at the Landlord's own expense as part of the Operating Expenses. All fire extinguishers shall conform to all Local, State and Federal statutes and regulations;

- (11) Pest control when needed;
- (12) Trash removal (Scavenger Service);
- (13) Lawn maintenance, where applicable;
- (14) Installation and maintenance of building-standard signage identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;
- (15) Building, grounds, Leased Premises and appurtenances in every part kept clean, free from all accumulations of substantial debris, filth, rubbish, garbage, rodents and vermin, and all areas under the control of the Landlord;
- (16) Air quality testing shall be conducted by the Indiana State Department of Health as deemed necessary. Any costs incurred for testing and or remediation shall be the sole responsibility and expense of the Landlord;
- (17) Shampoo carpets two (2) times per year following the commencement date of the Lease Term, including any renewal terms, over the course of the Lease Term;
- (18) Paint walls within the Leased Premises should the Tenant exercise its option to renew the Lease under Section 4; and
- (19) Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

- 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 12101 *et seq.*

9. Insurance

- A. Landlord, at its cost and expense, shall maintain in full force and effect casualty and public liability insurance, with the State of Indiana named as an additional insured, throughout the Lease Term in accordance with the following:
 - (1) A policy of commercial general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the Leased Premises, the Common Areas or the Building in an amount not less than seven hundred thousand dollars (\$700,000.00) for injury to or death of any one person; five million dollars (\$5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Fifty thousand (\$50,000.00) for damage to property arising out of any one accident or occurrence; and
 - (2) Broad form fire and extended coverage insurance on the Leased Premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in or used in connection with the Common Areas and the Building for their full insurable value on a replacement cost basis.
- B. Landlord shall furnish to Tenant a Certificate of Insurance showing that the casualty and broad form fire and extended coverage insurance described in Section 9 (A) is in full force and effect and may not be canceled or materially altered without thirty (30) days prior written notice to Tenant. Landlord shall furnish or shall cause its insurance agent to furnish to the Indiana Department of Administration, Leasing Section, a copy of such certificate at the time Landlord receives the executed Lease from the State. In addition, annually, and in the event of any assignment of this Lease by Landlord, Landlord shall provide or shall cause its assignee to provide updated Certificates of Insurance or copies of such certificates, as applicable, pursuant to the above, to the Tenant and the Department of Administration, within ten (10) days of the anniversary of the effective date of this Lease and within ten (10) days of the effective date of such assignment.

10. Access to Records

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

11. Loss of Use by Tenant

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

- 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

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

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

14. Abandonment of Premises

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

15. Surrender and Holding Over

- 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

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

18. Indiana Law

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

19. Default by Landlord

- 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

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

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

23. Disputes

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

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

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

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

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

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

24. Modification of Lease

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

25. Miscellaneous Provisions

- 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

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

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

30. Compliance with Laws

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

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

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

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

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

F. The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work

activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.

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

H. As required by IC § 5-22-3-7:

(1) The Landlord and any principals of the Landlord certify that:

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

(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, except for de minimis and nonsystematic violations,

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

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

31. Funding Cancellation

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

32. Drug-Free Workplace Certification

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 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 the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

33. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Landlord covenants that it shall

not discriminate against any employee or applicant for employment relating to this Lease with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Landlord certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Lease, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Landlord or any subcontractor.

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

34. Notice

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

Landlord: _____

Attn: _____
E-mail: _____

Copy to: [If requested by Landlord]

E-mail: _____

Tenant: _____

E-mail: _____

Copy to: Commissioner, Department of Administration
Attention: Deputy Commissioner
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204
Email: sharless@idoa.IN.gov

Add the following to leases paid for with Federal Money

35. Lobbying Activities

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.
- 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 of Lobbying Activities," in accordance with its instructions.

36. Termination for Convenience

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

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

36. Termination for Convenience

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

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

37. Real Estate Taxes

- A. Landlord shall file an Application for Property Tax Exemption (the "Exemption") with the County Assessor's Office (the "Assessor's Office") in which the Leased Premises is located with respect to the real estate taxes due on behalf of Tenant in accordance with IC § 6-1.1-10-2(b).
- B. Tenant shall cooperate with Landlord in completing any required application forms in connection with the preparation and filing of the Exemption and deliver to the Landlord, not less than thirty (30) days prior to the applicable filing date, the forms and such other

information or documents required by the Assessor's Office. At no expense to Tenant, Landlord shall prepare and file the Exemption prior to April 1st of every even numbered calendar year or such other time as the Assessor's Office shall require. Landlord shall deliver a copy of the Exemption to Tenant within **five (5) days** of filing. If Landlord fails or refuses to do so, Tenant may execute such exemption form and file it in the name and as the act of the Landlord.

- C. In addition to the filings set forth above, in the event (i) Tenant's proportionate share of property taxes changes and/or (ii) the ownership of the Building changes, Landlord shall make such additional filings on behalf of Tenant as may be required by the Assessor's Office to maintain the Exemption.
- D. Upon Landlord's receipt of any credit, rebate, refund or other savings resulting from the Exemption with respect to the aggregate amount of real estate taxes that otherwise would be payable by Landlord (collectively, the "Exemption Amount"), Landlord shall submit to Tenant within **five (5)** business days following the determination of the Exemption Amount, a copy of such exemption and, if applicable, invoice Tenant's proportionate share of any real estate taxes due less the Exemption Amount. Landlord shall deliver to Tenant a copy of any correspondence received in connection with the Exemption.
- E. The real estate tax savings realized by Landlord's Exemption as a result of Tenant's occupancy in the building (as a non-taxable entity) shall be passed through directly to Tenant and shall not be included in any Operating Expenses, if so applicable, effective following the year the Landlord secures such Exemption.
- F. The provisions of this section shall survive the expiration or earlier termination of the Lease.

38. Order of Precedence; Incorporation by Reference

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

39. Public Record.

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

40. Landlord certification form Lease language not altered

I certify that I have not changed or altered in any way the preprinted lease form from the version transmitted electronically to me, except for filing in blanks where they apply and the deletions, additions or changes as noted below:

41. Counterparts.

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

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

[Applicable only to leases processed through SCM.]

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

For Landlord:
(Company name)

For Tenant:
(Agency Name)

(Type in Landlord name
under this signature line)

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

Date: _____

Date: _____

Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

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 _____, _____.

State Budget Agency

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____

Approved as to form and legality

By: _____ (for)

Curtis T. Hill, Jr., Attorney General

Prepared by _____ (Agency Legal Counsel)

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

Revised 11/2018

EXHIBIT A

LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

EXHIBIT B

FLOOR PLAN

ATTACH FLOOR PLAN

EXHIBIT C

LANDLORD'S WORK LETTER

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

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

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

SAMPLE

EXHIBIT D

Letter of Confirmation

EDS # or Contract # _____

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

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

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

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

For the Landlord:

For the Tenant:

Name: _____
Title: _____

Name & Title

Date: _____

Date: _____

EXHIBIT E

Janitorial Exhibit

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

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

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

Under 3,000 SF
3,000 – 5,000 SF
5,000 – 10,000 SF
Over 10,000 SF

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

EXHIBIT F

SAMPLE

**_____ Amendment to Recognize Substitution of Party
To State of Indiana Office Lease
EDS # or Contract # _____**

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

Witnesseth:

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

Whereas, _____ ("**Successor Landlord**") has purchased the Leased Premises from Current Landlord;

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

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

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

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

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

1. Landlord.

The Lease is hereby amended to delete the name, " _____," wherever it occurs and to replace said name with the name " _____."

2. Landlord's Notice Address.

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

Landlord: [Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

With copy to: (if required)
 [Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

3. Landlord's Payment Address [If Applicable]

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

 [Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

4. Counterparts.

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

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special**

state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

[Applicable only to leases processed through SCM.]

SIGNATURE PAGE

**Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____**

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

For Current Landlord:

By: _____

Name: _____

Title: _____

Date: _____

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

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____

SIGNATURE PAGE
Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____

For Successor Landlord:

By: _____

Name: _____

Title: _____

Date: _____

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

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____

SIGNATURE PAGE
Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____

For Tenant:

By: _____ (for)
Name & Title

Date: _____

Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Approved as to form and legality

By: _____ (for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Prepared by _____ (Agency Legal Counsel)

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

If referenced in Lease, include

EXHIBIT G

AMORTIZATION SCHEDULE

Month#

Unamortized Principal

Principal to Date

State of Indiana
Parking Permit Agreement
EDS# or Contract # _____

This Permit Agreement is made and entered into by and between _____, (hereinafter referred to as "Permitter") 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 Permitter and Permittee warrant that they have been duly authorized to execute Permits on behalf of the Permitter and Permittee respectively.

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

1. The Spaces to be leased

Permittee agrees to rent from Permitter and Permitter agrees to rent to Permittee _____ parking spaces [within the garage facility or parking lot] located at _____, in the City of _____, State of Indiana (sometimes hereinafter referred to as the "facility" or "lot").

Permitter shall issue to Permittee a parking permit card for each of the aforesaid _____ spaces for use by Permittee and its employees, invitees and licensees in accessing the parking facility/lot, and shall reserve said number of parking spaces for use by the Permittee throughout the term hereof.

The parking permit cards shall allow entry into the lot/facility twenty-four (24) hours per day, seven (7) days per week, including holidays.

Insert additional terms of the agreement here, if necessary.

2. Term and Holdover

A. The term of this Permit Agreement is for a period of _____ years, beginning _____, 201____, and ending _____, 201____.

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 \$_____.00, 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 Permitter 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 Permitter 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 Permitter shall submit a monthly invoice (in arrears) on Permitter's letterhead, directly to the Permittee agency. The invoice must contain an invoice number, purchase order number (which will be provided to Permitter by the Auditor of State upon final execution), description of the service(s) for which the Permittee 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. Permitter must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this Permit Agreement or the State of Indiana may elect to deny payment.

B. If the term of this Permit Agreement does not begin on the first day of a calendar month, or if this Permit Agreement 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 Permit Agreement 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 Permitter 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 Permitter 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 and walkways, including snow removal (when snow reaches 2 inches) and ice removal as needed, including weekends and holidays.

9. Assignment of the Agreement

Permittee shall not assign this Permit Agreement or any part thereof, or permit the use of any of the parking spaces, by anyone other than the Permittee, its agents, officers, employees, invitees and licensees 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 its approval.

10. Indiana Law

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

11. Compliance with Laws

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

B. 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 IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Permittor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Permit Agreement, the Permittor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Permit Agreement.** 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 Inspector General's website at <http://www.in.gov/ig/>. If the Permittor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Permit Agreement immediately upon notice to

the Permitter. In addition, the Permitter may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

F. As required by IC § 5-22-3-7:

(3) The Permitter and any principals of the Permitter certify that:

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

(iv) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(v) IC § 24-5-12 [Telephone Solicitations]; or

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

(4) The Permitter and any principals of the Permitter certify that an affiliate or principal of the Permitter and any agent acting on behalf of the Permitter or on behalf of an affiliate or principal of the Permitter, except for de minimis and nonsystematic violations,

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

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

12. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Permitter hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Permitter will give written notice to the State within ten

(10) days after receiving actual notice that the Permitter, or an employee of the Permitter in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Permit Agreement payments, termination of this Permit Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Permitter'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 Permitter'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 Permitter of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

13. Funding Cancellation

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Indemnification

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

15. Insurance

Permitter, 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 Permit Agreement Term in accordance with the following:

A policy of commercial general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the parking facility/lot 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.

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

16. Miscellaneous Provisions

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

B. Permitter and Permittee agree that this Permit Agreement and all acts done in compliance with this Permit Agreement shall not be deemed to create any relationship between the parties other than the relationship of Permitter and Permittee.

C. This Permit Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Permit Agreement will be valid provisions of this Permit Agreement. This Permit Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

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 § 32-31-2-1. Permittor is liable for any compensatory and consequential damages incurred by Permittee due to Permittor's failure to comply with IC § 32-31-2-1.

17. Nondiscrimination

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

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

18. Notice

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

Permittor: _____

Attn: _____
E-mail: _____

Copy to: [If requested by Permittor]

E-mail: _____

Permittee: _____

E-mail: _____

Copy to: Commissioner, Department of Administration
Attention: Deputy Commissioner
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204
Email: sharless@idoa.IN.gov

19. Public Record.

The Permitter acknowledges that the State will not treat this Permit Agreement as containing confidential information, and will post this Permit Agreement on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Permit Agreement shall not be considered an act of the State.

20. Termination for Convenience

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

21. Counterparts.

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Permitter, or that the undersigned is the properly authorized representative, agent, member or officer of the Permitter. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Permitter, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Permit Agreement other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Permit Agreement, the Permitter attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

IN WITNESS to their agreement, the persons signing this Permit Agreement execute it for the Permitter and Permittee:

For Permitter:
(Company name)

For Permittee:
(Agency Name)

(Type in Permitter name
under this signature line)

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

Date: _____

Date: _____

Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

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

State Budget Agency

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Notary Public

Printed Name

Approved as to form and legality

By: _____ (for)
Curtis T. Hill, Jr., Attorney General

My Commission Expires: _____

County of Residence: _____

Prepared by:

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

Prepared By:
Indiana Department of Administration,
Leasing Section
IGCS W479
317-232-3279

Revised 11/2018

**Amendment #_ to Recognize Substitution of Party
To State of Indiana Office Lease
EDS# or Contract # _____**

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

Witnesseth:

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

Whereas, _____ ("**Successor Landlord**") has purchased the Leased Premises from Current Landlord;

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

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

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

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

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

1. Landlord.

The Lease is hereby amended to delete the name, "_____" wherever it occurs and to replace said name with the name "_____."

2. Landlord's Notice Address.

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

Landlord: [Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

With copy to: (if required)
 [Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

3. Landlord's Payment Address [If Applicable]

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

[Name] _____
 [Title] _____
 [Address] _____
[City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

4. Counterparts.

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

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special**

state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

[Applicable only to contracts processed through SCM]

SIGNATURE PAGE

**Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____**

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

For Current Landlord:

By: _____
Name: _____
Title: _____
Date: _____

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

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____

SIGNATURE PAGE
Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____

For Successor Landlord:

By: _____

Name: _____

Title: _____

Date: _____

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

Notary Public

Printed Name

My Commission Expires: _____

County of Residence: _____

SIGNATURE PAGE
Amendment #_ to State of Indiana Office Lease
EDS # or Contract # _____

For Tenant:

By: _____ (for)
Name & Title

Date: _____

Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Approved as to form and legality

By: _____ (for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Prepared by:

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

EXHIBIT █
State of Indiana Office Lease
EDS # or Contract # _____

Letter of Confirmation

This Letter of Confirmation is to be attached to the Lease between _____(Landlord) and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the _____ (Tenant). This Letter complies with Section 2 of the Lease which states that Landlord and Tenant shall confirm the commencement and expiration dates of the Lease for _____ **rentable square feet** located at _____, **in the City of _____, County of _____, State of Indiana**, by signing a Letter of Confirmation, generated by the Tenant, which shall then become an attachment to the Lease. Therefore, it is agreed by the Landlord and Tenant that the Lease commenced on _____, 20__, and will expire on _____, 20__.

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

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

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

Your Confirmation Letter should mirror the Consideration terms of your lease. If the rental rate changes annually, include all rates and their applicable years. If operating expenses are to be paid, the letter should reflect those expenses as well.

For the Landlord:

For the Tenant:

Name: _____

Name & Title _____

Title: _____

Date: _____

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

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 contact the Leasing Section for assistance.

- Office Lease
- Parking Lease
- Farm Land Lease
- Amendment to Substitute Landlord (or his representative)
- All Exhibits- located in the Real Estate Lease
- Real Estate Build-out or Tenant Improvement Standards
- Request to Lease Space <https://forms.in.gov/Download.aspx?id=4587>
- Proposal for Leasing Space <https://forms.in.gov/Download.aspx?id=5487>
- Sample Request for Proposal
- IDOA Policy on State-Owned Housing
http://www.in.gov/idoa/files/real_estate_housing_lease_policy.doc
- Residential Housing Lease for State-Owned Housing
- Confirmation letter
- Janitorial Specs

The following pages provide sample copies of State Form 202, Request to Lease Space, State Form 203, Proposal for Leasing Space, the minimum standards to be followed for leasehold improvements (Build-out Standards) and.

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: | | | |
| <input type="checkbox"/> New Lease | <input type="checkbox"/> Re-negotiation | <input type="checkbox"/> Renewal | <input type="checkbox"/> 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: | |
| <input type="checkbox"/> Office | |
| <input type="checkbox"/> Warehouse | |
| <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, how many and where located | |
| | | |
| Utility usage (i.e.: water, HVAC, electric gas, sewer) <input type="checkbox"/> Yes <input type="checkbox"/> No | If No, explain: | |
| | | |
| Maintenance, upkeep and repair of all the building structure and systems <input type="checkbox"/> Yes <input type="checkbox"/> No | If No, explain: | |
| | | |
| Janitorial services <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, describe the services to be performed and frequency | |
| | | |
| Trash removal <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Additional services and / or charges <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, please explain: | |
| | | |
| Improvements to the property <input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> No | Is the building located in one of the following area? <input type="checkbox"/> Yes <input type="checkbox"/> 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 3/4" 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/MAGIK 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

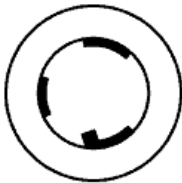
The telephone system requires a dedicated circuit. The circuit must be 110 vac supplied on a 20 amp breaker. The single gang outlet must be installed approximately 12" from the floor and no further than 3 feet from the future telephone system (wall mount). Communications Room drawing will display location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

Telephone System Grounding Requirements

(See Data Communications Rack Grounding Requirements above.)

Fileserver Power Requirements for DCS Offices (MAGIK server sites)

At the main DCS 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 MAGIK 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 DCS 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.

SAMPLE NOTICE LETTER FOR LEASE RENEWAL

DATE

Landlord's Name
Address
City, State Zip Code
E-mail:

RE: Notice of Intent to Renew State of Indiana Office Lease # _____ ("Lease")

Dear Mr./Ms. _____,

Pursuant to Section 4 [Option to Renew] of the Lease, 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 _____ in the City of _____, County of _____, State of Indiana.

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 _____.

The extension of the Lease term will be finalized by a written renewal (or amendment) to the Lease signed by all parties and state approving agencies. You will be provided with the Lease renewal (or amendment) for your signature as soon as it is prepared.

Sincerely,

APPROVED BY:

AGENCY Representative
Tenant
Administration

Steve Harless
Indiana Department of

IF NOTICE IS NOT PROVIDED TIMELY, INCLUDE THIS SECTION:

In the event that the timeliness of this Notice does not comply with Section 4 of the Lease, Landlord signifies his/her willingness to waive the time limit for notice and accept this renewal of the Lease by signing below and returning to Tenant.

Landlord:

Signature

Date: _____

Printed Name

Renewal # _____
State of Indiana Office Lease

EDS # or Contract # _____

Pursuant to IC § 5-22-17-4 and the terms of the Lease, the State of Indiana, by and through the Department of Administration, for and on behalf of _____ [Tenant/Agency name] (the "Tenant") exercises its option to renew this Lease with _____ (the "Landlord") under the same terms and conditions of the original Lease.

1. The Lease is hereby renewed for an additional period of _____. It shall terminate on _____.
2. Said Lease concerns _____ square feet of office space located at _____ in the City of _____, County of _____, State of Indiana.
3. The rental rate remains the same and shall not exceed _____ per month which represents an annual square foot amount of _____.

All other matters previously agreed to and set forth in the original Lease shall remain in full force and effect.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

[Applicable only to leases processed through SCM.]

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

For Landlord:
(Company name)

For Tenant:
(Agency 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: _____

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

Date: _____

Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

By: _____ (for)
Jason D. Dudich, Director

Date: _____

Prepared by _____ (Agency Legal Counsel)

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

NOTES

