

**LEASE AGREEMENT
FOR
PRIVATELY OWNED PROPERTY
BETWEEN
[INSERT PARTY(S) NAME(S)] AND THE UNITED STATES OF AMERICA**

Pursuant to the authority contained in 10 U.S.C. §2675, this **LEASE**, is made and entered into this ____ day of _____ in the year of 20__, between the owner, _____, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Lessee. The Lessor and the Lessee may be referred to jointly as the “Parties,” and each separately as a “Party.”

In consideration for the **RENT** specified in Article 3, below, the Parties promise and agree as follows:

1. **PROPERTY:** The Lessor leases to the Lessee the following described property with all its appurtenances, hereinafter known as the “Premises”: **[INSERT LEGAL DESCRIPTION HERE (include GPS if possible).]** A map depicting the borders of the property is attached as **Exhibit “A”** hereto and made a part hereof.

2. **LEASE TERM:** The Lessee shall have the right to have and to hold the Premises, or any portion thereof, for the period beginning _____ 20__ through _____ 20__. The Lessee shall have the right but not the obligation to renew this Lease for up to four (4) additional terms of up to one year or less, under the same terms, conditions, and negotiated consideration provided herein. The Lessee shall provide written notice to the Lessor of the Lessee’s intent to renew this Lease prior to the expiration date of the current term or renewal period, provided further that the renewal of this Lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee’s intent to renew this Lease prior to the expiration date of the current lease term, or renewal period, this Lease will expire, with no further notice being required from Lessee, at the end of the current lease term or renewal period.

3. **RENT:**

a. The Lessee shall pay the Lessor Annual Rent in the amount of <insert amount and currency>.

b. The lease payment schedule shall be as follows:

(1) First payment, <insert date> through <insert date> <amount/currency>

(2) All subsequent quarterly payments starting <insert date> <amount/currency>

(3) Last payment, <insert date> through <insert date> <amount/currency>

c. Rent shall be paid by electronic fund transfer and made payable to:

<Lessor’s legal name>, <Lessor’s official address>.

d. The initial payment of this Lease will be due within 30 days of the effective date of this Lease.

[Delete if not applicable.]e. In addition to the rent described in 3.a above, the Parties mutually agree that the Lessee may pay, and that the Lessor agrees to accept, a one-time lump sum payment of <insert amount and currency> as full and final compensation for past rent (for the period _____ through _____).

4. **OWNERSHIP:** The Lessor warrants that the Lessor is the rightful and legal owner of the herein described premises and has the legal right to enter into this Lease and perform its obligations. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the Lessee, the Lessee shall have the option to terminate this Lease. The Lessor, the Lessor’s heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rental paid by the Lessee. Further, the Lessee shall have the option to withhold rents pending the resolution of any and all ownership issues and discrepancies.

5. **EXCLUSIVE USE:** The premises are to be used exclusively by the Lessee, its employees, agents, invitees or contractors. The Lessor shall not interfere with or restrict the Lessee, or its invitees, employees, contractors or representatives, in the use and enjoyment of the Premises, nor shall the Lessor erect any fence, wall, partition or any construction upon the Premises, except as otherwise agreed to in writing by the Lessee.

6. TERMINATION:

a. The Lessee may terminate this Lease for breach or default by the Lessor. No rent shall accrue after the effective date of such termination. Notice of termination under this Article 6 will be computed commencing with the day after the date of mailing, hand delivery to the Lessor, or transmission of such through other form of written notification (such as e-mail).

b. The Lessee may terminate this lease in whole or in part, at any time by giving thirty (30) days notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing, hand delivery to the Lessor, or transmission of such through other form of written notification (such as e-mail). No rents shall accrue for the portion or entirety of the lease premises so terminated after the effective date of said termination. In the event Lessor is furnished said notice that Lessee desires to terminate the entire lease or a portion of the leased premises after rental payment has been made, the balance of such advanced payment of rent to the Lessor, covering the time period after the effective date of said termination, shall be refunded to the Lessee within thirty (30) days after said effective date of termination. Refund payments shall be prorated on a daily basis for the occupancy period consistent with the rental rates stipulated in Article 3. RENT.

c. The Lessor has no termination rights under this Lease.

7. UTILITIES, SERVICES, EQUIPMENT AND PERSONAL PROPERTY: [Note: This paragraph is optional depending on whether the premises have such equipment. If none of the subparagraphs are applicable, delete them and mark this paragraph as reserved – e.g., “7. UTILITIES, SERVICES, EQUIPMENT AND PERSONAL PROPERTY: Reserved.”]

a. The Lessor warrants that any mechanical equipment and utilities within the Premises are in good serviceable and operating condition. [Note any specific requirements such as heating/cooling systems, communications and internet capability, water, sewer, etc.]

b. There is no personal property in or on these premises.

8. ALTERATIONS: The Lessee shall have the right, during the existence of this Lease, to make alterations, attach fixtures, excavate, and erect additions, structures, or signs, in or upon the Premises, which fixtures, additions, or structures, so placed in, upon or attached to the Premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee.

9. DAMAGES: The Lessee shall not be liable for any loss, destruction or damages to the Premises beyond the control and without the fault or negligence of the Lessee, including but not restricted to acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of combat, war, or terrorism. The Parties agree that settlement of any damages otherwise caused by the Lessee, if any, shall be done at termination of the Lease. The Lessee's liability under this clause may not exceed appropriations available for such payment at the time of termination and nothing contained in this Lease may be considered as implying that the U.S. Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

10. RESTORATION: On or before the expiration of this Lease, the Lessee shall vacate the Premises and, in its sole discretion, (1) restore the Premises to the same condition as existed at the time of Lessee occupation of the Premises, reasonable wear and tear and damages beyond the control of the Lessee excluded; or, (2) make appropriate settlement to the Lessor representing either the diminution in the fair market value of the Premises due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount, however, in no event shall such restoration or settlement exceed the fair market value of the fee interest of the Premises; or, (3) leave any fixtures, additions, or structures, so placed in, upon or attached to the Premises in place. Any final settlement shall be documented by a Supplemental Agreement, executed by both Parties.

11. MAINTENANCE AND REPAIRS: [Note: This paragraph is optional depending on whether the premises have such equipment. Depending on the circumstances, it may need additional tailoring. If this paragraph is not applicable, delete the subparagraphs and mark as Reserved.]

a. The Lessor shall, at all times, maintain the Premises in good repair and tenantable condition. In the event the Lessor shall be absent or otherwise unavailable, Lessor shall provide the Lessee the name, address, e-mail address, and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. The Lessor shall be responsible to perform all maintenance and repairs, which shall be performed in a timely manner. Scheduling of all maintenance and repairs shall be coordinated with the designated occupant representative of the Lessee.

c. The Lessee occupant representative will notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to: (1) leaking water pipes; (2) blocked or leaking drains; (3) electrical failure; and (4) sewerage system malfunction.

d. In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this Lease.

12. **INSPECTION:** As of the beginning date of this Lease, or as soon as practicable thereafter, the Lessee will prepare a joint physical condition survey and inspection (JS&I) report signed by representatives of the Lessor and the Lessee setting forth the agreed physical appearance and condition of the Premises on the beginning date of this Lease as determined from a joint inspection by the Parties. If required, the Lessee will perform an environmental baseline survey (EBS) reflecting the condition of the Premises on the date of this Lease as determined by an environmental site assessment of the Premises. Upon completion of the EBS, a copy will be furnished to the Lessor. At the expiration or earlier termination of this Lease, the Lessee prepare, as appropriate, updates to the JS&I and/or EBS, which shall be used to determine any required Lessee obligations under Articles 9 and 10.

13. **TAXES:** The Lessor accepts full and sole responsibility for the payment of all fees, taxes and other charges of a public nature which may arise in connection with this Lease, or which may be assessed against the Premises. This includes registration of this Lease and payment of related charges. The U.S. Government is not subject to <COUNTRY> Value Added Tax or any other taxes related to this lease. These taxes remain the full responsibility of the Lessor.

14. NOTICE:

a. Any notice under this Lease shall be in writing signed by a duly authorized representative of the party giving such notice.

b. If given by the Lessee, such notice shall be addressed to the Lessor at: _____, by e-mail of a scanned document to _____, or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Lessor, or transmission of e-mail.

b. If notice is given by the Lessor, such notice shall be addressed to the Lessee at:

c. If given by the Lessor, such notice shall be addressed to the Lessee at: _____, by e-mail of a scanned document to _____, or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Lessor, or transmission of e-mail.

15. **LESSOR'S SUCCESSORS:** The terms and conditions of this Lease shall be binding on the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns. If the Lessor shall sell or otherwise transfer the land containing all or any portion of the Premises, Lessor shall ensure that such land is sold or transferred subject to this Lease. If Lessor fails to sell or transfer such land subject to this Lease, the Lessee shall have the same rights as under Article 4 of this Lease, OWNERSHIP.

16. **COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability therefore, or in the Lessee's discretion, to deduct from the RENT in Article 3, the full amount of such commission, percentage, brokerage, or contingent fee.

17. **OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

18. **GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or the Secretary of the Army's duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided that the existence of facts upon which the Secretary of the Army or the Secretary of the Army's duly authorized representative makes such findings, shall be in issue and may be reviewed in any competent court.

b. In the event this Lease is terminated as provided in Article 18.a hereof, the Lessee shall be entitled: (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of this Lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or Secretary of the Army's duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the Lessee provided in this Article 18 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

19. **EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized representatives of the Lessee shall have the right until the expiration of three (3) years after final payment of the agreed rental in Article 3, to have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this Lease.

20. **MODIFICATION:** No change or modification of this Lease shall be effective unless it is in writing and signed by both parties to this Lease.

21. **LANGUAGE PRECEDENCE:** This Lease is executed in English. A courtesy translation may be furnished to the Lessor. In the event of inconsistency between any terms and conditions of this Lease and its translation, the English language version will have precedence and control.

22. **ASSIGNMENT:** The Lessee shall have the right to assign this Lease to a successor organization or entity, hereinafter referred to as a "Successor." Such assignment shall take effect by the signing of an amendment to this Lease by Lessor, Lessee, and the Successor. Assignment rights contained herein include the right of the Lessee to enter into agreements with any Successor for any and all fixtures, additions, alterations, improvements, or structures of the Lessee.

23. DISPUTES CLAUSE:

a. All disputes arising under or relating to this Lease shall be resolved under the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§7101-7109).

b. The Parties shall proceed diligently with their performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease.

24. ENTIRE AGREEMENT:

a. This Lease contains all terms and conditions agreed to by the parties and no other verbal statement or conditions will be honored without an amendment to this Lease in writing as provided in Article 20, above. The failure of either party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally. The provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns of the parties hereto.

b. Nothing in this lease agreement shall constitute, or be deemed to constitute an obligation of future appropriations by the Lessee, for the costs herein set forth.

This Lease is not subject to 10 USC § 2662.

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IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

LESSOR:

WITNESS

(Lessors Name)

THE UNITED STATES OF AMERICA:

WITNESS

BY: NAME