

**U.S. GOVERNMENT
LEASE FOR
REAL PROPERTY**

LEASE NO. DACA905210300400

THE LESSOR, <Insert Names(s)>, whose address is <Insert Address>, whose Agent is <Insert Name, if using agent>, does hereby lease to the UNITED STATES OF AMERICA, acting by and through its Real Estate Contracting Officer, pursuant to delegations of authority from the Secretary of the Army, hereinafter called the GOVERNMENT, under the authority of 10 U.S.C. § 2675, the described premises on the terms stated herein.

1. LOCATION OF LEASED PREMISES.

<Building Name, Address of Leased Location>

2. DESCRIPTION OF LEASED PREMISES.

FULL-TIME EXCLUSIVE USE of a <# of rooms> <fully / partially / not> <un-serviced / serviced>, and <un-furnished / furnished> <single-family residence / apartment / townhouse / etc.> and containing approximately <insert amount of space leased> square meters of above grade space, to be used for Government purposes.

3. TERM.

TO HAVE AND TO HOLD the said premises with all appurtenances thereto for the term beginning <insert start date> through <insert final date>, subject to termination and renewal rights as may be hereinafter set forth.

4. RENEWAL.

The Government shall have the right but not the obligation to renew this lease for additional periods of time, under terms and conditions to be negotiated and mutually agreed upon by both the Government and the Lessor. If the Government elects to exercise this renewal right, written notice will be provided to the Lessor prior to expiration of the current lease term. This lease shall in no event extend beyond a total period of 10 years.

5. TERMINATION.

A. The Government may terminate this lease at any time by giving at least <# of days> days written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. The Lessor has no termination rights under this Lease.

B. Any holdover of Government occupancy of premises after expiration of the lease terms shall be considered to be a tenancy from month to month, and shall otherwise be on the same terms and conditions as herein specified subject to current fair market rental being paid for the premises.

C. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the

Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(2) The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(3) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

D. The rights and remedies specified in this Termination clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

6. RENTAL CONSIDERATION.

A. The Government shall pay the Lessor an annual TOTAL RENT of **<insert amount and currency>**. Total annual rent shall be comprised of the following components:

(1) BASE RENT in the amount of **<insert amount and currency>** per month.

Base rent shall include the following items and at no additional cost:

(i) Exclusive use of the premises;

(ii) Lessor provided appliances, fixtures, and furnishings;

(iii) All maintenance and repair of interior and exterior areas, equipment, and amenities.

(2) SERVICES in the amount of **<insert amount and currency>** per month.

Services shall include the following items and at no additional cost:

(i) Yard and lawn care maintenance;

(ii) Refuse removal;

(iii) Pest control service;

(iv) **<Additional service, as needed>**.

(3) UTILITIES in the amount of <insert amount and currency> per month. Utilities shall include the following items and will be reconciled annually in accordance with Article 7 in this Lease, UTILITY RECONCILIATION:

- (i) Water/Sewer;
- (ii) Electricity;
- (iii) Gas;
- (iv) Heat;
- (v) <Additional utility, as needed>.

(4) LUMP SUM payment in the amount of <insert amount and currency, if necessary, otherwise delete paragraph> will also be paid at the start of this Lease. This one-time payment will be included in the first payment and shall include the following items:

- (i) All furnishings;
- (ii) Lessor's Agent commission fee;
- (iii) <Additional item, as required>.

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 for a lesser period shall be prorated.

D. Rent shall be paid by electronic fund transfer and made payable to: <Lessor's legal name>, <Lessor's official address>.

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

F. The Lessor acknowledges and agrees that the payments for the first quarter of each U.S. Fiscal Year (October, November, and December) may be delayed due to administrative procedures. Accordingly, the due date for these payments is extended and shall not be considered late, nor shall interest accrue, if payment is made no later than 1 December. The Lessor also hereby waives any and all claim(s) related to, arising from, or resulting from such delayed payments.

G. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

H. The Lessor hereby agrees that the rental consideration specified herein is the only consideration to be received for the demised premises and includes maintenance, and services specified herein. No other remuneration will be paid by the Government, the Government's occupant, members of his or her family, or any other person on their behalf.

7. UTILITY RECONCILIATION.

After the lease has been in effect for one year, the Government or Lessor shall request reimbursement for the decreased or increased difference between actual and the annual costs of utilities. If it is determined that a change in the cost of utilities has occurred, the Government shall prepare a supplemental agreement to reimburse the Lessor or Government in lump sum for the difference in utility costs and to establish a new base amount for annual cost of utilities. The

Lessor agrees to make all records applicable to such costs available to the Government or its representatives. After the supplemental agreement has been executed, further requests for reimbursement may be made at the anniversary date of the last supplemental agreement, reimbursing the Lessor or Government in lump sum for the difference in the current annual costs from the annual base year costs. Nothing herein contained shall be construed as providing payment for any changes in the delineated costs that accrued prior to the effective date of any supplemental agreement provided above. The reimbursement will be effective 30 days after the day the request for reimbursement was received and validated.

Lessor is required to retain records applicable to utility costs, to include copies of paid utility bills, for a period of no less than two (2) years from the date in which the utility bill is satisfied. The Lessor will have 30 calendar days to comply with the Government's request for actual documentary evidence of costs expended for utilities. In the event the Lessor does not produce the necessary documents required by this paragraph, the Lessor and Government agree to reduce the annual amount included in the lease for utilities by 25% for the following year, with Lessor having no right or claim to the actual cost of utilities for that year in which the 25% reduction was in effect.

8. APPLICABLE LAWS AND REGULATIONS.

The Lessor shall comply with all applicable laws, ordinances and regulations wherein the premises are located.

9. 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 Government, such notice shall be addressed to the Lessor at: <Lessor's legal name>, <Lessor's official address>, by e-mail of a scanned document to: <Lessor's email address>, or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Lessor, or transmission of e-mail.

C. If given by the Lessor, such notice shall be addressed to the Government at: U.S. Army Corps of Engineers, Real Estate Division, <location of contracting group>, by e-mail of a scanned document to: <Government email address>, or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Government, or transmission of e-mail.

D. The Lessor, by written notice to the Government, will furnish notification of any change of address, ownership of property, name of new Lessor or line of succession. Such notice shall be provided at least 15 days prior to said change. If the Lessor fails to provide such notice, the Government shall not be liable for any rental paid to the Lessor and/or agent herein specified until such notice is provided and acted upon by the Government. Notice is effective the day after the date of mailing, hand delivery to the Government, or transmission of e-mail.

10. INITIAL CONDITION REPORT.

A joint inspection and condition report shall be made as of the effective date of this lease. This report should reflect the then present condition of the demised premises and will be signed and agreed to by the Lessor (or Lessor's authorized representative) and the Government. A copy of the report shall be provided to the Lessor. All identified repairs shall be accomplished within a reasonable period, but in any event not later than 30 days from notification.

11. REPAIR AND MAINTENANCE OF PREMISES.

A. The Lessor agrees to keep the demised premises (including all appliances and fixtures located therein) in good repair and in tenantable condition so that the premises will be fit for the use for which it was intended.

B. The Lessor is responsible for maintaining any existing landscaping and for any other required maintenance of the exterior demised premises, to include, but not limited to, eaves, walls, patios, decks, sidewalks, drives, gutters, removal of tree leaves or needles, and tree trimming.

C. The Lessor is responsible for the maintenance, repair, and replacement of all Lessor provided appliances, fixtures, and furnishings, including but not limited to the servicing of smoke detectors, carbon dioxide detectors, heating, ventilation and air conditioning (HVAC) equipment and filters.

D. The Lessor warrants that any mechanical equipment and utilities within the Premises are in good serviceable and operating condition.

E. The Government shall within a reasonable time notify the Lessor of any conditions in the demised premises that are in need of repair. In the event, an emergency repair is required, the Government's occupant may notify both the Government and the Lessor simultaneously using the contact information in Article 10. However, the Lessor understands and acknowledges that Government's occupant is not authorized to make any agreements, whether oral or written, regarding the leased premises in accordance with Article 36 and that without express Real Estate Contracting Officer authority, no agreement or related action associated with this Lease is binding on the Government in accordance with Article 37 below.

F. 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.

G. 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 five (5) days from the date notice is given by the Government, the Government 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.

H. The Lessor shall not enter the premises without the Government's occupant or the Government occupant representative being present. Access shall be coordinated by using the email addresses listed in Article 10 above, or the Government's authorized representative.

12. RESPONSIBLE PARTY.

A. The Lessor shall not be responsible or liable for injuries to persons or damage to personal property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Lessor, its representatives, or assigns.

B. The Government shall not be liable for any loss, destruction or damage to the leased premises that is not a direct result of the Government's or its authorized occupant's negligent use of the leased premises, including but not limited to acts of nature such as fire, lightning, earthquakes, floods, or severe weather and acts of terrorism or war. The Government's liability under this clause may not exceed appropriations available for such payment and nothing in this agreement shall be interpreted to require obligations or payments by the United States in

violation of the Anti-Deficiency Act, 31 U.S.C. 1341, as amended. 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.

13. PEST CONTROL.

It is understood and agreed that the Lessor is responsible for providing pest control measures and pesticides, which conform to local health department regulations, to keep the premises free from pests and in a tenantable condition.

14. DECENT, SAFE AND SANITARY HOUSING.

The Lessor shall provide Decent, Safe and Sanitary housing and living conditions. Rental housing meeting these conditions is housing that:

- A. Meets applicable housing and occupancy requirements.
- B. Is structurally sound, weather-tight, and in generally good repair.
- C. Contains a safe, adequate electrical system.
- D. Has adequate living space for occupants.
- E. Has a kitchen with a sink, potable hot and cold running water, and connections for a stove and refrigerator.
- F. Has a separate, complete bathroom with potable hot and cold running water.
- G. Has heating as required by climatic conditions.
- H. Has an unobstructed exit to safe, open space at ground level.
- I. Meets standards protecting occupants from hazards to include but not limited to lead-based paint, friable asbestos, etc.
- J. Complies with all applicable local health and housing codes.

15. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

16. INSURANCE.

Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts as Lessor shall deem appropriate. Occupant shall be responsible at occupant's expense for fire and extended coverage insurance at occupant's discretion on all of occupant's personal property located in the leased premises.

17. OWNERSHIP.

The Lessor warrants that the Lessor is the rightful and legal owner, or legally authorized representative, 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 Government, the Government shall have the option to terminate this Lease. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rental paid

by the Government. Further, the Government shall have the option to withhold rents pending the resolution of any and all ownership issues and discrepancies.

18. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind 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 Government shall have the same rights as under Article 17 of this Lease, OWNERSHIP.

19. EXECUTION AUTHORITY.

Whenever the lease is executed by an attorney, agents, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person assigning. A signature authorization must be provided with the signed lease.

20. ALTERATIONS.

Upon obtaining the Lessor's written consent and approval, the Government 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 Government and may be removed or left in place at the option of the Government.

21. DAMAGES.

A. Upon vacating the premises, a final joint inspection and condition report shall be conducted. Upon written notice, the Lessor may request compensation for damage that exceeds reasonable wear and tear. However, all such damage claims must be documented by the Lessor in the final joint inspection and condition report. The referenced notice shall be delivered to the Government no later than 30 days after termination of this lease.

B. The Government shall not compensate either physically or by payment in lieu thereof: 1) reasonable wear and tear; 2) damage by acts of God; 3) any alterations, or damage thereto, which the Lessor installed, otherwise consented to in writing, or for which Lessor has already been compensated; 4) the interior paint of the demised premises, when the Government has possessed the leased premises for one or more years prior to the date of termination; or 5) damaged items for which there is no remaining depreciable life.

C. In the event compensation is warranted, the Government shall pay to the Lessor a sum of money that represents the damage to an item that exceeds reasonable wear and tear, while also taking into account the item's remaining depreciable life. Regardless of the amount required by the Lessor to repair or replace the damaged item, said payment to the Lessor shall be reduced for 1) reasonable wear and tear and 2) the normal depreciation of said item. If there is no remaining depreciable life in the damaged item, Lessor shall not be entitled to any sum of money or other form of compensation. If commercially feasible, the Real Estate Contracting Officer, may require up to three estimates of damages to support the Lessor's damage claim.

D. Unless the Lessor offers contrary evidence at the time of execution of the Lease, and the Government affirmatively accepts an alternative depreciation schedule, all items within the

demised premises, to include carpeting, flooring, and appliances, are subject to a five year straight line depreciation schedule, with the exception of interior paint (one year).

E. The Government will make every effort to effect the return of key(s) to the Lessor on or before the date of expiration or termination of this lease. However, it is the Lessor's responsibility to assure personal entry to the premises by retaining a duplicate set of key(s). Unreturned keys will not entitle the Lessor to a claim or other compensation.

F. The Government shall not be liable for further payment of rent beyond the date of termination or expiration for any reason, including due to key(s) not returned to the Lessor or during the time in which the Lessor must restore the premises to a habitable condition.

22. DISPUTES.

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.

23. INTEREST ON OVERDUE PAYMENTS.

A. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 3901) is applicable to payments under this lease and requires the payment to Lessors of interest on overdue payments, except as specified in Article 6.F. above.

B. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

24. 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.

25. GRATUITIES TO GOVERNMENT EMPLOYEES.

A. The Government 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 his 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 Government 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 his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

B. In the event this lease is terminated as provided in paragraph (A) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

26. 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 contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

27. 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 contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing businesses. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

28. NON-DISCRIMINATION.

The Lessor shall not discriminate against any person or persons or exclude them from participation in the Lessor's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex or national origin.

29. EXAMINATION OF RECORDS.

The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this lease, 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.

30. LANGUAGE PRECEDENCE.

This Lease is executed in English. If a curtesy translation is provided in another language, it is intended that both versions will have an identical meaning. However, in the event of inconsistency between any terms and conditions of this Lease and the translation, the English language version will have precedence and control.

31. ASSIGNMENT.

The Government 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, Government, and the Successor. Assignment rights contained herein include the right of the Government to enter into agreements with any

Successor for any and all fixtures, additions, alterations, improvements, or structures of the Government.

32. FORECLOSURES – CHANGE OF OWNERSHIP.

A. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

- (1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.
- (2) The new owner's tax identification or social security number.

B. The foregoing information must be received not later than 20 days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

C. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

33. FORECLOSURES – SUBORDINATION, NONDISTURBANCE ATTORNMENT.

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within 20 business days following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser,

purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

34. SOVEREIGNTY.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

35. AGREEMENTS WITH GOVERNMENT OCCUPANTS PROHIBITED.

Separate agreements, whether oral or written, regarding the leased premises between the Lessor and the Government's occupant, members of his family, or any other person on their behalf are strictly prohibited and shall constitute a breach of a substantive provision of this lease agreement by Lessor, without the written approval of the Government.

36. AUTHORITY.

Only the undersigned Real Estate Contracting Officer, or his/her duly authorized representative, has authority to enter into, administer, or terminate this agreement and make related determinations and findings. Without express Real Estate Contracting Officer authority, no agreement or related action associated with this Lease is binding on the Government.

37. ENTIRE AGREEMENT.

This lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease is void and of no effect. This lease may be modified only by a written Supplemental Agreement and/or Lease Amendment that has been signed by the parties to this lease.

39. ATTACHMENTS.

The following Attachments are hereby incorporated into this lease and are made a part hereof to the same extent as if they were contained in the body hereof:

A. Attachment A contains a list of all Lessor provided appliances, furnishings, and appurtenances.

B. Attachment B is documentation provided by the Lessor evidencing proof of ownership and/or a legal right to lease the Premises to the Government.

C. Attachment C is an initial Joint Inspection and Condition Report documenting the condition of the Premises prior to Government occupancy.

IN TESTIMONY WHEREOF, witness the signature of the Lessor(s).

BY: _____

Date: _____

<Lessor's Name>

Lessor

BY: _____

Date: _____

<Lessor's Name or Witness>

Lessor <or Witness>

IN TESTIMONY WHEREOF, witness the signature of the Government.

UNITED STATES OF AMERICA

BY: _____

Date: _____

THE UNITED STATES OF AMERICA

Represented by <RECO'S NAME>

CHIEF, REAL ESTATE

REAL ESTATE CONTRACTING OFFICER

USACE, <EUROPE DISTRICT>

ATTACHMENT – A

ATTACHMENT – B

ATTACHMENT – C