

1. THIS LEASE for property located at

is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the UNITED STATES OF AMERICA represented by the Department of Veterans Affairs (VA), hereinafter referred to as the Government, acting under the authority of section 5022, title 38, United States Code, and

whose address is

for \_\_\_\_\_ heirs, executors, administrators, successors, and assigns, hereinafter referred to as the lessee.

2. WITNESSETH: The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

a. The Government hereby leases to the lessee the following described premises:

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

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

3. That the lessee shall pay to the Government rental in the amount of

(\$ \_\_\_\_\_) per \_\_\_\_\_ payable in advance, OR other consideration as provided for by section 5022, title 38, United States Code:

and the lessee shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this lease to restore the premises to the condition required by Clause No. 20, hereof. Any monetary compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee directly to the VA.

4. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to:

if to the Government, to the Facility Director or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid and deposited, postage prepaid, in a public mail box maintained by the U.S. Postal Service.

5. That the use and occupancy of the leased property shall be subject to the general supervision and approval of the VA.

and to such rules and regulations as may be prescribed by him/her from time to time.

6. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

7. That no alterations shall be made or improvements installed in the demised premises by the lessee without the prior written consent of the Government.

8. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

9. That the right is hereby reserved to the Government, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the lessee shall have no claim of any character on account thereof against the Government or any officer, agent, or employee thereof.

10. That the lessee shall pay the cost, as determined by the \_\_\_\_\_  
of producing and/or supplying any utilities and other services furnished by the Government. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the VA upon bills rendered \_\_\_\_\_.

11. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this lease without prior permission in writing from the Government.

12. That this lease may be terminated by either party upon \_\_\_\_\_ days notice computed from the date of mailing, in accordance with Clause No. 4.

13. That in the event the Government terminates this lease or in any other manner materially reduces or increases the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rental paid or thereafter to be paid under this lease shall be made.

14. That if the said premises are totally destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial damage or destruction, so as to render the premises untenantable, lessee may terminate this lease in its entirety by serving written notice upon the Government within \_\_\_\_\_ days or in part, by supplemental agreement hereto if approved by the Government, in accordance with Clause No. 4.

15. That for such period as the lessee is in possession of the leased premises pursuant to the provisions and conditions of this lease, the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificates of insurance to the VA. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore, or replace the leased premises, or any part thereof.

16. That the lessee shall obtain and keep in force and effect public liability insurance coverage in the minimum amounts of \$ \_\_\_\_\_ to \$ \_\_\_\_\_ to protect the Government from third party property damage and bodily injury claims arising out of use of the property by the lessee. Evidence of such insurance coverage shall be furnished to the Government upon request.

17. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the lessee shall indemnify and hold the Government harmless from any and all such claims.

18. That any property of the Government damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the VA.

or in lieu of such repair or replacement the lessee shall, if so required by the VA, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property.

19. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

20. That, on or before the date of expiration of this lease, or its termination by the lessee, or its revocation by the Government, the lessee shall vacate the demised premises, remove the personal property of the lessee therefrom and at the option of the Government, remove the fixtures therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted.

21. That 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 to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

22. That the lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

23. If this lease has been negotiated without advertising the lessee agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or any of their duly authorized representatives, shall until the expiration of 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 lessee involving transactions related to this lease. The lessee further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Secretary of Veterans Affairs, or their representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

24. That the lessee shall pay to the proper authority, when as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments or similar charges which were imposed upon such lessee with respect to his leasehold interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the leased property, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the lessee subject to appeal in accordance with Clause No. 25. of this lease.

## 25. Contract Disputes Clause

This lease shall be subject to the Contract Disputes Clause attached hereto and made a part hereof as Addendum I.

26. Any activity, program, or use made of the property by the lessee will be in compliance with the provisions of VA Form 60-2135, Equal Opportunity Clause For Government Contracts, which is attached hereto and made a part hereof.

27. That this lease is further subject to the following provisions and conditions.

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

UNITED STATES OF AMERICA

LESSEE

By

By

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

(If lessee is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the  
Corporation named as lessee in the attached lease; that \_\_\_\_\_ who signed  
said lease on behalf of the lessee, was then  
of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing  
body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature)

(CORPORATE SEAL)

\_\_\_\_\_  
(Title)

# ADDENDUM I

## CONTRACT DISPUTES CLAUSE

### FEDERAL ACQUISITION REGULATION PART 52.233-1DISPUTES (JULY 2002)

As prescribed in 33.215, insert the following clause:

#### **DISPUTES (7/02)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contracts hall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects that contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims of over \$100,000, the Contracting Officer must, within 60days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The government shall pay interest on the amount found due and unpaid from (1)the date that the Contracting Officer receives the claim (certified, if required); or (2)the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR)48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claim shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.(End of clause)

*Alternate I* (Dec 1991). As prescribed in 33.215, substitute the following paragraph (i) for paragraph (i) of the basic clause:

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer. [FAC 84-23, 51 FR 36972, 10/16/86, effective 9/30/86; Interim rule, FAC 90-10, 56 FR 67417, 12/30/91, effective 12/30/91; FAC 90-20, 59 FR 11368, 3/10/94, effective 3/10/94, finalized without change, FAC 90-39, 61 FR 31612, 6/20/96, effective 6/20/96; FAC 90-32,60 FR 48206, 9/18/95, effective 10/1/95: FAC 97-9, 63 FR 58587, 10/30/98, effective 12/29/98: FAC 2001-08, 67FR 43513. 6/27/2002, effective 7/29/2002]