

## Building Authority Division Lease Forms 1 and 2

Division of Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI  
Standard Lease Form 1  
Approved by Attorney General  
<Month/Date/Year of Effective Date>

Lease Term:  
Annual Rent: \$  
Square Feet:  
Rate:\$  
Type: New -:  
Worked By:  
Agency: County:  
Lease #:

### STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this     day of \_\_\_\_\_, 20\_, by which Lessor leases the PREMISES to Lessee through DBA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply: "LESSOR" means: <LESSOR'S NAME>, <individual, partnership or corporation> "LESSEE" means: <STATE DEPARTMENT AND PERMANENT ADDRESS>, a department of the State of Arkansas.

"DBA " means the Real Estate Services Section of Arkansas Department of Transformation and Shared Services, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Ark. Code Ann. § 22-2-114. DBA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

#### 1. DESCRIPTION OF PREMISES:

Approximately 0,000 square feet of <type of space> located at <street address>; all situated in the City of <city name>, County of <county name>, Arkansas.

#### 2. TERM:

The initial term will begin on \_\_\_\_\_ and end on \_\_\_\_\_. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

#### 3. RENT:

The LESSEE agrees to pay \$\_\_\_\_\_ per calendar month on or before the tenth (10) day of each such period, upon invoice from the LESSOR. If the Term commences on a day other than the first day of a calendar month, then the installment of the Rent for such month shall be prorated upon a daily basis at the rate of \$\_\_\_\_\_ per day.

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

___ - Electricity	___ - Elevator Service
___ - Gas	___ - Trash Removal
___ - Water and Sewer	___ - Janitorial Services and Supplies
___ - Lamps, tubes, ballast and replacements	

5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSOR shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSEE'S agents or employees. For the purpose of maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, including windows, doors, roofs, and passageways from the lobby. LESSOR shall provide reasonable maintenance necessary to keep the street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and reasonably free of snow, ice, rubbish and other obstructions. LESSOR shall provide lawn and plant maintenance and shall provide monthly pest control service. LESSOR shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including maintenance and filters).

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from DBA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, DBA and LESSEE may elect to terminate this Lease.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and LESSEE determines that the LESSOR is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and DBA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through DBA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

#### 8. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

DBA, acting as agent for LESSEE, may, during the course of this Lease, negotiate with LESSOR for other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSOR without the prior written authorization of DBA.

#### 9. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by DBA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

#### 10. SPECIAL PROVISIONS:

The parties agree that the terms and conditions of this Lease shall be read together and harmonized whenever possible; however, in the event of a conflict between Section 10 or Section 11 and any other provisions elsewhere in this Lease Agreement, the provisions contained in Sections 1-10 (Special Provisions (a) through (e) and Section 11 (Miscellaneous (a) through (e) shall prevail.

- (a) LESSOR shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
- (b) Failure to make any disclosure required by Governor's Executive Order 98-04 or Act 34 of 1999, to the extent applicable, or any violation of any rule or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule,

regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(1) The LESSOR shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000, requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04 or Act 34 of 1999, to the extent applicable, or any violation of any rule or policy adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to DBA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.

(3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 or Act 34 of 1999, to the extent applicable, are hereby incorporated within.

- (c) The LESSOR hereby acknowledges that <insert real estate broker firm or individual> <is/was> the LESSOR'S sole agent(s) for these lease negotiations and states that the named broker(s) <is/are> licensed by the State of Arkansas for such transactions.
- (d) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (e) Lessor asserts that <he/she/it> <is/is not> the true owner of the PREMISES and the LESSOR'S rights to the PREMISES <are/are not> pursuant to a lease or sublease.
- (f) ADD ADDITIONAL SPECIALIZED PROVISIONS HERE

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of DBA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from DBA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

(e) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR

LESSEE

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

DEPARTMENT OF TRANSFORMATION  
AND SHARED SERVICES, DIVISION OF BUILDING AUTHORITY  
As Agent for

By:\_\_\_\_\_  
<Name>, Administrator  
of Real Estate Services

By:\_\_\_\_\_  
<Name>, Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Division of Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI  
Standard Lease Form 2  
Approved by Attorney General  
Month/Date/Year of Effective Date

Lease Term:  
Annual Rent: \$  
Square Feet:  
Rate: \$  
Type: New  
Worked By:  
County:     Agency:  
Lease #:

## STATE OF ARKANSAS LEASE AGREEMENT BETWEEN STATE ENTITIES

This Lease is made this day of \_\_\_\_\_, <year>, by which Lessor leases the PREMISES to Lessee.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES, DIVISION OF BUILDING AUTHORITY, <permanent address >, a department of the State of Arkansas.

"LESSEE" means: <STATE DEPARTMENT AND PERMANENT ADDRESS>, a department of the State of Arkansas.

### 1. DESCRIPTION OF PREMISES:

Approximately \_\_\_\_\_ square feet of office space located in the \_\_\_\_\_ Building at \_\_\_\_\_; all situated in the City of <city name>, County of <county name>, Arkansas, further described as follows:

### 2. TERM:

The term of this Lease will begin on <date> and end on <date>, unless the term shall be sooner terminated as hereinafter provided.

### 3. RENT:

The LESSEE agrees to pay to LESSOR the sum of \$\_\_\_\_\_ per calendar annum, payable in monthly installments of \$\_\_\_\_\_, apportionable on a daily basis at \$\_\_\_\_\_. Such amount to be paid to LESSOR at: <address>, Little Rock, AR 72201.

This Lease will commence on the date which the LESSEE shall have commenced business operations upon the leased PREMISES. If the term of the Lease shall commence on a day other than the first day of the calendar month, the LESSEE shall pay, upon the commencement date of the term, a portion of the fixed annual rental described in the foregoing provision, prorated on a daily basis.

### 4. UTILITIES AND SERVICES:

It is understood that the rental paid by the LESSEE is for the purposes of reimbursing the LESSOR for providing maintenance and repair of all mechanical and structural systems, janitorial service,

utilities, pest control, security, trash removal, grounds, including applicable parking areas, maintenance, insurance, and all other expenses normally associated with the maintenance and operation of the lease PREMISES. LESSOR may seek additional reimbursements from LESSEE for "after-hour call outs" of DBA Building Operations Personnel due to acts or omissions by LESSEE'S employees, representatives, or invitees.

5. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. Any subsequent requested space alterations, attaching fixtures, and erecting additions after the initial construction has been completed and accepted by the LESSEE shall be the responsibility of the LESSEE. No services or work will be performed for which an additional cost or fee will be charged by LESSOR without the prior written authorization of the LESSEE.

6. ADDITIONAL PROVISIONS:

LESSOR and LESSEE mutually agree that the following additional provisions are hereby added to become a part of this Lease Agreement:

- (a) LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSOR, the LESSOR, may terminate the Lease by giving written notice to the LESSEE, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.
- (b) LESSEE agrees to accept the lease PREMISES in "as is" condition. All modifications will be at the expense of the LESSEE.  
<OR if alterations are made that are specific to the Lessee's operations conditional language can be added to state:
  - (1) Alterations shall remain the property of the LESSEE.
  - (2) Alterations shall be removed by LESSEE within thirty (30) days upon Lease termination or expiration, unless alterations are accepted in writing by DBA.
  - (3) LESSEE shall restore the PREMISES in a condition as good as at the beginning of the Lease term; ordinary wear and tear excepted.
- (c) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors, and assigns.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

- (e) In all instances in which a LESSEE employs an individual or individuals who require an emergency evacuation auxiliary aid to safely exit the PREMISES during an emergency situation, the LESSEE is required to, and is solely responsible for obtaining, maintaining, and training in the use of said auxiliary aid. Any necessary installation of said device shall be coordinated and approved by the LESSOR. This requirement shall apply in all instances regardless of whether the individual(s) with disabilities are employed at the time of the execution of this Lease, are hired and employed after execution of this Lease, or a current employee regardless of hire date becomes disabled so as to require an emergency evacuation auxiliary aid.
- (f) LESSEE shall not sublease nor assign this Lease without the written approval of the LESSOR.
- (g) This Lease contains the entire agreement of the parties.

7. BUILDING RULES:

The LESSEE agrees to cooperate with LESSOR in enforcing the Building Rules attached hereto and incorporated herein by reference as Exhibit "A". In the case that LESSEE is notified by LESSOR of Building Rule infractions committed by LESSEE'S employees or invitees, LESSEE agrees to take prompt and appropriate action to correct such violations.

8. RELOCATION

Nothing in this Lease shall be construed to prohibit or lessen LESSOR'S authority to relocate LESSEE, therefore when requested by LESSOR, LESSEE agrees to execute and enter into a lease or an amended lease with LESSOR or other public entity for the leasing of space in any public buildings as deemed by the LESSOR to be in the best interests of the State.

Executed by the parties who individually represent that each has the authority to enter into this Lease:

LESSOR:

LESSEE:

DEPARTMENT OF TRANSFORMATION  
AND SHARED SERVICES, DIVISION OF BUILDING AUTHORITY

By:\_\_\_\_\_

By:\_\_\_\_\_

<Name>, Title, Real  
Estate Services Section

Date:\_\_\_\_\_

Date:\_\_\_\_\_



By: \_\_\_\_\_  
          <Name>, Director

Date: \_\_\_\_\_