

**CONTRACT OF LEASE**

**THIS CONTRACT OF LEASE**, effective \_\_\_\_\_, 20\_\_, by and between *[INSERT LESSOR’S LEGAL NAME]*, hereinafter referred to as “Lessor,” and the *[INSERT INSTITUTION’S LEGAL NAME]*, hereinafter referred to as “Lessee.”

**WHEREAS**, pursuant to provisions of W.Va. Code §18B-5-4, the Chief Executive Officer certifies that the space herein leased is necessary for the proper function of *[INSERT INSTITUTION’S LEGAL NAME]*, and that satisfactory space is not available in other buildings now owned or leased by the State; and

**NOW THEREFORE, THIS CONTRACT OF LEASE FOR USE BY LESSEE WITNESSETH:**

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee the following described premises:

*[INSERT DESCRIPTION OF LEASED PREMISES --- EXAMPLE: Containing approximately 30,000 square feet, more or less, on the first floor, second floor, third floor and fourth floor, plus a minimum of 1,000 square feet of storage area in the basement, of that certain building commonly known as the Boulevard Building located at 1000 Kanawha Boulevard, East, in the city of Charleston, Kanawha County, West Virginia, together with 25 adjacent (on-site) parking spaces and 30 additional off-site parking spaces.]*

The parties hereto covenant and bind themselves as follows:

**(1) TERM AND NOTICES**

The term of this lease, subject to the provisions hereof, shall begin on \_\_\_\_\_, 20\_\_ and end at midnight on \_\_\_\_\_, 20\_\_. This lease shall be considered renewed for each ensuing fiscal year during the term of the lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

**To the Lessee**

**To the Lessor**

***[INSERT NAME AND MAILING ADDRESS FOR NOTICES]***

(2) RENT

The Lessee covenants that the Lessee shall pay rent unto the Lessor based on the following rent schedule: ***[INSERT RENT SCHEDULE PER SQUARE FOOT --- EXAMPLE: \$8.00 per square foot for the period July 1, 2007 through June 30, 2008; \$8.50 per square foot for the period July 1, 2008 through June 30, 2009; \$9.00 per square foot the period July 1, 2009 through June 30, 2010; \$9.50 for the period July 1, 2010 through June 30, 2011; and \$10.00 for the period July 1, 2011 through June 30, 2012.]***

Based on said rent schedule, the Lessee shall pay unto the Lessor as rent for the premises herein leased, the sum identified in the following monthly payment schedule which shall be payable upon receipt of invoice from Lessor to the Lessee on the first day of every month for the preceding month during the term of this lease: ***[INSERT MONTHLY PAYMENT SCHEDULE --- EXAMPLE: Twenty Thousand Dollars (\$20,000.00) per month for the period July 1, 2007 through June 30, 2008; Twenty-One Thousand Two Hundred-Fifty Dollars (\$21,250.00) per month for the period July 1, 2008 through June 30, 2009; Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) per month for the period July 1, 2009 through June 30, 2010; Twenty-Three Thousand Seven Hundred-Fifty Dollars (\$23,750.00) per month for the period July 1, 2010 through June 30, 2011; and Twenty Five Thousand Dollars (\$25,000.00) per month for the period July 1, 2011 through June 30, 2012.]***

(3) UTILITIES AND OTHER RELATED SERVICES

The Lessor agrees to furnish all utilities and janitorial services for the premises herein leased, with the exception of telephone services which shall be provided by Lessee.

***[OR INSERT ALTERNATE LANGUAGE IN PLACE OF THE LANGUAGE ABOVE]***

(4) MAINTENANCE

Lessor binds itself to maintain the premises, including the structure of the premises, both interior and exterior; the electrical, HVAC and plumbing fixtures and equipment, except such fixtures and equipment as may be owned by Lessee; and the interior and exterior painting in a good and tenantable condition equal to that of the premises as at the time possession thereof is delivered to the Lessee. If Lessor fails to maintain the interior and exterior structure of the premises, and the electrical, HVAC and plumbing fixtures and equipment owned by Lessor in a good and tenantable condition of repair, the Lessee shall request the Lessor, in writing, to correct any deficiency which may have occurred since possession of the premises by the Lessee, provided, however, such deficiency was not caused by the neglect or acts of the Lessee. Upon refusal or neglect of Lessor to comply with Lessee's request for the repair or reinstatement of previously-existing conditions, Lessee may, thirty (30) days after receipt of such request by the Lessor, cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed therefor.

(5) TAXES AND ASSESSMENTS

The Lessor will pay taxes and assessments levied on the subject premises during the term of this lease.

(6) FIRE AND HEALTH HAZARDS

The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Lessee, its agents, employees or servants that any public authority may order corrected or removed during the term of this lease. Upon refusal or neglect of Lessor to comply with any such order, the Lessee may comply therewith and deduct the costs and expenses from monthly rentals payable thereafter to the Lessor until the Lessee is fully reimbursed therefor.

(7) SUITABILITY OF PREMISES

Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Lessee's business, and that there shall be no liability on the part of the State of West Virginia, its officers, agents or employees for any loss or damage to the leased premises, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in a business office, nor any liability on any individual by virtue of any of the provisions of this lease.

Lessor shall have the right to approve of any unusually heavy equipment put on the leased premises.

(8) TRANSFER OR ASSIGNMENT OF LEASE

The Lessee agrees not to transfer or assign this lease, or sublet the subject premises without the written consent of the Lessor.

(9) NEGLIGENCE OF PREMISES

The Lessee shall not commit waste on the premises herein leased, and the premises will be returned to the Lessor at the termination of this lease in substantially as good condition as at the commencement thereof, damages from natural elements, normal depreciation and decay excepted.

(10) DEFAULT BY LESSEE

In the event the Lessee defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty days after receipt of notification, the Lessor may notify Lessee that the lease is terminated, and reenter the premises herein leased.

(11) DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Lessee would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the premises have been repaired. The Lessor shall have five (5) days from receipt of such notice to decide whether or not to repair the premises. Any repairs undertaken must be completed within a reasonable length of time after Lessor's decision. Should Lessor decide not to repair the premises, this lease shall terminate, and Lessee shall deliver possession of the premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the premises except for any unpaid rent through the final day of occupancy.

(12) PROVISIONS FOR IMMEDIATE TERMINATION

It is further agreed by and between the parties hereto that this lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefor, or should otherwise act to impair this lease or cause it to be canceled, or in the event it shall become unlawful to maintain a State facility on leased premises. In any event aforementioned, the Lessee may immediately redeliver possession of the premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the premises except for rent accruing prior to such date of redelivery.

(13) QUIET ENJOYMENT OF PREMISES

The Lessor covenants that at the date of this lease, Lessor was seized of said premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever, and that upon payment of rentals as hereinbefore set forth, it will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder during the term of this lease; that the Lessee shall, at all times during the term of this lease, peaceably and quietly have, hold and enjoy the said leased premises.

(14) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that the Lessee shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty days prior to the last day of the succeeding month.

(15) REMOVAL OF MACHINERY AND EQUIPMENT

It is understood and agreed that all machinery and equipment installed by the Lessee, or placed upon the leased premises incident to Lessee's business, whether annexed to the freehold or not, shall remain the personal property of the Lessee, and Lessee shall have the privilege and right to remove same at any time during the term of this lease provided the premises are restored

to as good condition as existed prior to installation of said machinery and equipment, reasonable wear and tear expected.

(16) STRUCTURAL OR OTHER CHANGES TO PREMISES

In the event the Lessee requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this lease to arrive at a fair rental value, if warranted.

(17) IMPROVEMENTS

The Lessor agrees to cause certain improvements to be made to the premises herein leased, consisting of, but not limited to:

***[PROVIDE DESCRIPTION OF IMPROVEMENT IF ANY]***

(18) HEADINGS

The headings to the various paragraphs of this lease have been inserted for reference only and shall not in any manner be construed as modifying or amending in any way the express terms and provisions hereof.

(19) PARKING

Lessor agrees to provide, at no additional cost to the Lessee, \_\_\_\_\_ parking spaces immediately adjacent to the leased premises.

(20) ADDITIONAL SPACE

Lessor agrees that Lessee shall have the option of first refusal of up to \_\_\_\_\_ square feet of any additional space that may become available in the leased premises. Lessee shall, within \_\_\_\_ days of Lessor's written notice and proof of a bona fide offer of lease, give Lessor written notice of its intention to exercise or decline its option. The additional space shall be leased under the same terms and conditions as provided herein, if space is accepted "as is."

(21) OPTION TO RENEW

Lessor agrees that Lessee may, at its option, extend the term of this lease for two (2) additional one-year periods by giving written notice unto the Lessor sixty (60) days prior to the expiration of the then-current lease term. Any increase in rent during the extension periods shall not exceed five percent (5%) per annum.

(22) SEVERABILITY

Any provision of this lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this lease.

(23) NON-SMOKING FACILITY

The Lessee will make every effort to assist the Lessor to be in compliance with the non-smoking building ordinance issued by the \_\_\_\_\_ County Health Department.

(24) ACCESSIBILITY REQUIREMENTS

The Lessor hereby agrees that any renovations made within the space herein leased shall comply with the accessibility standards established and set forth by the Americans with Disabilities Act of 1990, whether requested by the Lessee or required by law.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

\_\_\_\_\_, Lessor

By \_\_\_\_\_  
*[TYPE NAME & TITLE]*

\_\_\_\_\_, Lessee

By \_\_\_\_\_  
*[TYPE NAME & TITLE]*

STATE OF WEST VIRGINIA  
COUNTY OF \_\_\_\_\_, TO-WIT:

I \_\_\_\_\_, notary public in and for said county and state, do hereby certify that \_\_\_\_\_, who as \_\_\_\_\_ signed the foregoing lease for \_\_\_\_\_, Lessor, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission will expire \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF WEST VIRGINIA  
COUNTY OF KANAWHA, TO-WIT:

I \_\_\_\_\_, notary public in and for said county and state, do hereby certify that \_\_\_\_\_, who, as \_\_\_\_\_, signed the foregoing lease for the \_\_\_\_\_, Lessee, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said agency.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission will expire \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, Deputy Attorney General.