

LEASE AGREEMENT

IOWA DEPARTMENT OF HUMAN SERVICES

(NAME OF INSTITUTION)

AND

(LEGAL NAME OF TENANT)

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LEASE AGREEMENT
IOWA DEPARTMENT OF HUMAN SERVICES
(NAME OF INSTITUTION)
AND
(LEGAL NAME OF TENANT)

WHEREAS, the Iowa Department of Human Services (“Landlord”), as the owner of _____
_____ (Institution), desires to lease a portion of the Institution premises,
as identified in Iowa Code section 218.1, to _____ (Tenant),
 (“Tenant”) a nonprofit entity; and

WHEREAS, Tenant desires to lease specific portions of the Institution in which to provide services.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth below, the parties agree as follows:

1. PARTIES

- a. This Lease is executed by and between the Iowa Department of Human Services (Landlord), whose address for the purpose of this Lease is _____
_____ (Address of Institution), _____ (City), Iowa,
_____ (Zip Code), and _____ (Tenant), a
nonprofit corporation, whose address for the purpose of this Lease is _____
_____ (Address), _____ (City),
Iowa, _____ (Zip Code).
- b. Unless otherwise stated, the _____ (Title of
Institution Person Who Will Administer the Lease) at the Institution is designated to act on behalf
of the Landlord for all purposes related to this Lease.

2. LEASED PREMISES

Landlord leases to Tenant and Tenant leases from the Landlord, according to the terms and
provisions set forth in this Lease, the following described premises: _____ Square Footage
_____ (Description)

3. COMMON USE

Tenant shall also have common use with Landlord of Landlord’s driveways to access leased
premises, parking areas adjacent to the leased premises, sidewalks leading to leased premises,
grounds adjacent to the leased premises, and *(List other common uses negotiated, if applicable, such
as, use of landlord’s gym and auditorium will be considered a “common area” and made available
through scheduling with the landlord.)* for its purposes.

4. TERM

The term of this Lease is for a three-year period (Term is negotiable, however, not to exceed three (3) years.) beginning _____ day of _____ 20____, and ending _____ day of _____ 20____, unless terminated earlier in accordance with the termination provisions in this Lease.

5. RENT, UTILITIES, AND SERVICES

- a. Rates for rent, utilities and services shall be in the amount set out in Appendix A.
- b. The parties shall review the rates set out in Appendix A yearly during the term of this Lease. The review shall be for the purpose of determining the costs and rates for the following year for rent, utilities, and services. In the event that agreement can not be reached on the costs and rates to be charged, the parties may terminate this Lease pursuant to Section 24 of this Lease. Other than adjusting the costs and rates set out in Appendix A, and adding or deleting services, all other terms and conditions of this Lease shall remain in effect for the entire term of the Lease.

6. USE OF LEASED PREMISES

Tenant covenants and agrees during the term of this Lease to use and to occupy the leased premises and the common areas only for the purpose of delivering services which the nonprofit organization was established to deliver. Those services are described as follows: _____

(Services to be Provided). Tenant covenants and agrees to comply at all times with all applicable federal, state and local laws and regulations in its use of the leased premises. The use of the leased premises and of the common areas may not be altered by Tenant without the prior written consent of the Landlord.

7. ASSIGNMENT

The parties agree that this Lease shall not be assigned and that the leased premises or any portion thereof shall not be assigned nor sublet without the prior written approval of the Landlord.

8. CARE, MAINTENANCE, AND REPAIRS

- a. Landlord will maintain the roof, structural part of the floor, walls and other structural parts of the building in good repair. If Landlord does not have sufficient funds to maintain the roof or structural parts of the leased premises in good repair, Tenant may, at its sole option, make such repairs at Tenant's expense without reimbursement from the Landlord, or Tenant may terminate this Lease in accordance with Section 24 of this Lease.
- b. Tenant shall, after taking possession of the premises and until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain the premises in a reasonably safe, clean, serviceable and presentable condition, except for structural parts of the building. Tenant shall furnish its own interior and exterior decorating. Tenant shall not permit or allow the premises to be damaged by any act or negligence of the Tenant, its agents, employees, or clients.

- c. Landlord shall be responsible for: *(Customize for the institution needs, for example:)*

OPTION 1: Providing and maintaining utilities including, but not limited to, electricity, heat, hot and cold water, air conditioning (if applicable), pipes, wires, and ducts, up to the leased premises.

OR

OPTION 2: Providing and maintaining utilities including, but not limited to, electricity, heat, hot and cold water, air conditioning (if applicable), pipes, wires, and ducts, up to and including the leased premises. The costs incurred by the landlord as a result of this paragraph will be charged back to the tenant as identified in Appendix A.

- d. Tenant shall be responsible for: *(Customize for the institution needs if use Option 1 above, for example:)*

Maintaining utilities including, but not limited to, pipes, wires, and ducts, in or on all of the leased premises, and shall be responsible for routine maintenance of utilities in or on the leased premises.

If use option 2 above, need to delete this section.

- e. Tenant shall be responsible for collecting trash from the leased premises and placing it in an area designated by the Landlord. The Landlord shall be responsible for disposing of the trash placed in the designated area.
- f. Janitorial services on the leased premises will be addressed in Appendix A, if provided by the Landlord. Landlord will provide janitorial services for the common area.
- g. Tenant is authorized to contract for the services identified in this section that Tenant is responsible for providing.
- h. Landlord shall provide lawn care and maintenance of the grounds for the common areas. Snow removal shall be addressed in Appendix A.

9. TENANT IMPROVEMENTS

- a. Tenant may, at its own expense and with prior written consent of the Landlord, make improvements or additions to the leased premises. It is expressly understood by the parties that if Tenant plans to make any structural changes, improvements, or additions to the leased premises including, but not limited to, removal of any wall, whether load-bearing or otherwise, any alteration to the existing structure, or installation of satellite dishes or any similar technological device, Tenant agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes and ordinances and approval from the Landlord must be obtained prior to the initiation of the change, improvement or addition.
- b. If any costs or expenses are incurred by the Landlord in determining the effect and feasibility of changes, improvements, or additions on the structural integrity of the premises, the Tenant shall be responsible for reimbursing the Landlord for those costs and expenses.

- c. If any materials are removed from the leased premises, the Landlord shall have the first right of refusal to those materials at no cost to the Landlord. Tenant may at any time, at its own expense, install items of equipment, furniture and other personal property in or upon the leased premises. All such items shall remain the sole property of the Tenant, in which Landlord shall have no interest. Such improvements, equipment and furnishings may be modified or removed by Tenant at any time. Tenant shall repair and restore within 90 days of installation, modification or removal of any such items, any and all damage to the leased premises. Nothing in this Lease shall prevent Tenant from purchasing items to be installed pursuant to a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price, provided that no such lien or security interest shall attach to any part of the leased premises or any property of the Landlord.
- d. Tenant shall have the right to install recreational equipment or other improvements on the common areas at its own expense, upon prior written approval of the Landlord. Tenant shall maintain recreational equipment in good condition and shall comply with all applicable standards for recreational equipment. At the Landlord's request, Tenant shall remove any improvements or equipment at the end of the Lease, and repair any and all damage to the common areas resulting from the installation, modification or removal of improvements or equipment.
- e. All equipment and improvements shall remain the personal property of the Tenant at all times. However, at the end of this Lease, if Tenant does not remove any of the improvements or equipment from the leased premises and common areas after 90 days from the termination of the Lease, the improvements or equipment shall become the property of the Landlord and may be disposed of or used at the discretion of the Landlord.

10. ENVIRONMENTAL MATTERS

- a. Tenant agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances related to environmental matters concerning the operation of its business including, but not limited to, handling, transportation, storage, treatment, or use of medical and other toxic or hazardous substances and proper disposal of medical or other toxic or hazardous wastes. Tenant shall have the responsibility to ensure that any contractors, subcontractors or agents observe all applicable requirements. In the event that any medical or other toxic or hazardous substance is spilled or contamination occurs on the leased premises, Tenant agrees to be responsible for clean up, isolation or other remediation measures and for all costs to clean up, isolate or remediate the spill or contamination.
- b. Tenant shall give Landlord timely notice based on circumstances of any environmental contamination and spills or any notice or claims of environmental contamination and spills involving hazardous or toxic substances, wastes or other substances regulated by federal, state or local laws, rules, regulations, or ordinances.

11. LIENS

During the term of this Lease, Tenant agrees not to directly or indirectly create, incur, or allow any mortgage, pledge, lien, charge, encumbrance or claim (collectively referred to as claim) on or with respect to the leased property. If any claim arises at any time, the Tenant shall promptly, and at its own expense, take whatever action is needed to discharge or remove the claim. Tenant shall furnish Landlord with a surety company bond in the face amount of 110% of any contested claim. Landlord shall have the right to apply the foregoing security to the payment of any contested claim if Tenant fails to diligently contest the claim or is unsuccessful in preventing its enforcement.

12. INSURANCE

- a. Landlord's Obligations. During the term of this Lease, Landlord intends to self-insure against all risks and hazards related to the leased premises, the common areas, and its obligations under this Lease. No separate fund has been established to provide such self-insurance, and the Landlord shall not be obligated to establish any fund during the term of this Lease.
- b. Tenant's Obligations. Tenant shall at its own expense cause to be issued and maintained during the entire term of the Lease broad form general liability insurance covering acts with respect to the leased premises and the common areas, and including services identified in the attached appendix, in a minimum of One Million Dollars per occurrence, and Three Million Dollars in the aggregate. All insurance policies required by this Lease shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of when the claim is filed or expiration of the policy. The State of Iowa and the Department of Human Services shall be additional named insureds on the insurance. Tenant shall provide a certificate of insurance to the Landlord, which shall be subject to the Landlord's approval. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior notice to Landlord and written notice shall be directed to the Landlord. Tenant shall be responsible for insuring its own personal property, equipment, and furnishings used on the leased premises and common areas.

13. FIRE AND CASUALTY

- a. In the event of a partial or total destruction of or damage to the structure in which the leased premises are located which prevents the Tenant from conducting its program, Landlord shall have the discretion to determine if the premises will be repaired. If the Landlord determines it will repair the leased premises, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the leased premises that is unusable during the construction or repair.
- b. If the Landlord determines not to repair the leased premises, Landlord shall give Tenant written notice of termination of the Lease within twenty (20) business days after Landlord determines the leased premises will not be repaired. Landlord shall give thirty (30) days prior written notice of the termination of the Lease. Tenant shall be responsible for costs incurred to the date of surrender of the leased premises.

14. TAXES AND ASSESSMENTS

- a. Any taxes, assessments, fees, or levies, whether general or special, ordinary or extraordinary, resulting from Tenant's use of the leased property or from improvements made by the Tenant to the leased property shall be the complete and sole responsibility of the Tenant during the term of this Lease, regardless of the level or nature of the government body assessing the charge. Any payments made for these charges shall not be considered rent and shall in no way affect the amount of rent nor used to offset the cost charged for the utilization of support services or any costs or rates outlined in Appendix A.

15. INDEMNIFICATION BY TENANT

The Tenant agrees to defend, indemnify and hold the State of Iowa and the Landlord, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, the Landlord or their officers, agents or employees related to or arising from:

- a. Any violation of this Lease; or

- b. Any negligent, willful or intentional acts or omissions of the Tenant, its officers, owners, employees, agents, board members, contractors or subcontractors or any other person in connection with the tenancy, use, or occupancy of the leased premises or common areas, or any part of the leased premises by Tenant or any person claiming through the Tenant; or
- c. Any failure by the Tenant to comply with all local, state and federal laws, rules, regulations and ordinances; or
- d. Any failure by the Tenant to make all reports and any payments required to conduct business in the State of Iowa including, but not limited to, federal and state withholding; taxes; and other fees or costs required of the Tenant; or
- e. Personal injury, death or property damage of another caused by the Tenant's clients, visitors, or invitees.

Indemnification of the Landlord is conditioned upon:

Landlord giving to Tenant prompt written notice of any expected, threatened or actual claim, loss, liability, damage, or expense.

Tenant shall not be responsible for any actions taken by Landlord, its employees, agents, or officers in knowing violation of any federal, state, or local law.

Indemnification procedure:

After receipt by the Landlord of notice of the commencement or threatened commencement of any action or proceeding involving a claim in which it will seek indemnification, the Landlord shall notify the Tenant of the claim, in writing. Failure to notify the Tenant shall not relieve the Tenant of its obligations under this section unless the Tenant can demonstrate damages attributable to the failure. Within fifteen (15) days following receipt of the written notice and not later than ten (10) days before the date on which any repose to a claim is due, the Tenant shall notify the Landlord in writing if the Tenant elects to assume control of the defense and settlement of the claim ("Notice of Election").

If Tenant delivers a timely Notice of Election, the Tenant shall be entitled to have sole control over the defense and settlement of the claim, provided, however, that:

- a. The Landlord shall be entitled to participate in the defense of the claims and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the Landlord about the status and progress of the defense;
- b. The Tenant shall obtain the prior written approval of the Landlord before entering into any settlement of the claim or ceasing to defend against the claim; and
- c. To the extent that any principles of Iowa governmental or public law may be involved or challenged, the Landlord shall have the right, at its own expense, to control the defense of that portion of the claim involving the principles of Iowa governmental or public law.

16. INDEMNIFICATION BY LANDLORD

To the extent allowed by law, Landlord agrees to defend, indemnify and hold the Tenant harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorneys' fees, related to or arising from:

- a. Any violation by Landlord of this Lease; or
- b. Any negligent, willful or intentional acts or omissions of the Landlord or any of its employees or agents acting within the scope of employment; or

- c. Any failure by the Landlord to comply with all local, state, and federal laws, rules, regulations and ordinances.

Indemnification of the Tenant is conditioned upon:

- a. Tenant giving Landlord prompt written notice of any expected, threatened or actual claim, loss, liability, damage, or expense.
- b. Landlord shall not be responsible for any actions taken by Tenant, its employees, agents, or officers in knowing violation of any federal, state, or local law.

Indemnification procedure:

After receipt by the Tenant of notice of the commencement or threatened commencement of any action or proceeding involving a claim in which it will seek indemnification, the Tenant shall notify the Landlord of the claim, in writing. Failure to notify the Landlord shall not relieve the Landlord of its obligations unless the Landlord can demonstrate damages attributable to the failure. Within fifteen (15) days following receipt of the written notice and not later than ten (10) days before the date on which any repose to a claim is due, the Landlord shall notify the Tenant in writing if the Landlord elects to assume control of the defense and settlement of the claim ("Notice of Election").

If Landlord delivers a timely Notice of Election, the Landlord shall be entitled to have sole control over the defense and settlement of the claims, provided, however, that:

- a. The Tenant shall be entitled to participate in the defense of the claims and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the Tenant about the status and progress of the defense;
- b. The Landlord shall obtain the prior written approval of the Tenant before entering into any settlement of the claim or ceasing to defend against the claim.

17. PRIVACY

Tenant agrees it will provide adequate supervision and training to insure that any confidential information Tenant, its employees, and agents acquire or have knowledge of as a result of this Lease, is protected and maintained in compliance with all applicable federal, state and local law, and any laws applicable to Landlord.

18. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant shall quietly enjoy the leased premises and shall have unobstructed ingress and egress to the leased premises and to the common areas at all times, except as agreed upon by the parties, to assure the safety of clients residing at the Institution and the employees and agents of the Landlord. In the event Landlord desires to inspect the leased premises at reasonable times, Landlord shall make prior arrangements with Tenant so as to minimize disruption of the Tenant's operation. Tenant agrees that Landlord shall have the right of access to the leased premises at any time Landlord has a reasonable suspicion that Tenant is failing to perform according to the terms and conditions of this Lease to determine whether security, maintenance, repair, abatement of nuisance, removal of hazardous or toxic waste, or other pertinent emergency measures as provided for by and under the terms of this Lease have been properly performed. Tenant acknowledges that other programs existing now or in the future on other portions of the Institution may be a source of occasional noise or disturbance to the Tenant's program; Tenant shall not consider such activities to constitute a breach of this covenant of quiet enjoyment.

19. LANDLORD'S RIGHT OF ACCESS

- a. Landlord shall have a continuing right of access to the leased premises:
 - 1. To inspect the leased premises to determine the need for repairs or maintenance of the Landlord's facility;
 - 2. To make necessary repairs or conduct maintenance of the facility or of the leased premises as required under this Lease;
 - 3. For the purposes of ensuring the safety of persons for whom the Landlord is responsible;
 - 4. For emergencies which require the presence of the Landlord on the leased premises.
- b. Landlord shall give reasonable notice prior to entering the leased premises whenever it is feasible to do so and will not endanger the safety or well being of any person to do so.
- c. Tenant will allow access to inspectors, surveyors, or other persons who require access to the leased premises in order for Landlord to maintain licensures, accreditations or similar approvals for the operation of Landlord's programs and services.

20. AUTHORITY

- a. Landlord covenants it has the power to enter into a Lease pursuant to Iowa Code section 225C.13.
- b. Tenant warrants that the individual signing this Lease has been granted the right, power and authority to enter into this Lease on behalf of the Tenant.

21. SIGNS

Tenant is authorized by Landlord to attach, affix, paint and/or exhibit signs on the leased premises, or other portions of the Institution with prior written consent of the Landlord, to appropriately direct the public to that portion of the Institution which constitutes the leased premises, to properly identify the Tenant's program including, but not limited to, directional signs, free-standing signs at the public access perimeters of the Institution's grounds, and signs affixed to structures of the Institution; provided that:

- a. All signs shall comply with the ordinances of _____
(County Institution is Located in) and the laws of the State of Iowa;
- b. All signs shall comply with Institutional policies;
- c. Signs shall not change the structure of the leased premises or other portions of the Institution;
and
- d. Signs, if and when removed, shall not damage the building. Tenant agrees to repair any resultant damage from the erection or removal of such signs.

22. VENDING SALES

Landlord holds exclusive rights to all vending sales and machines. The Tenant agrees not to introduce any vending sales without the express prior written approval of the Landlord.

23. BREACH OF AGREEMENT

In the event either party fails to observe and perform any covenant, condition or obligation created in this Lease, the nonbreaching party shall provide written notice to the other party requesting that the breach be immediately remedied. In the event that the breach continues ten (10) days beyond the date of the written notice, the party giving notice may either:

- a. Provide a second notice that the Lease will be terminated twenty (20) days after the second notice is given unless the breach is remedied within the twenty (20) day period and seek any legal or equitable remedy allowed by law; or
- b. Enforce the terms and conditions of the Lease and seek any legal or equitable remedies
- c. In the event that a party's failure to observe or perform any covenant, condition or obligation created in this Lease results in an immediate threat to the safety and well-being of an individual, the nonbreaching party may take whatever actions are reasonably necessary to alleviate the threat and protect any individual from harm. Prior notice shall be required only to the extent it is reasonable to do so under the circumstances. The non-breaching party may also proceed as set out in paragraphs a. and b. of this section at the same time as or following taking action to alleviate the threat or protect an individual from harm.

24. TERMINATION OF LEASE

If this Lease is not terminated pursuant to paragraphs 13, 25 or 26, the following paragraphs apply to the termination of this Lease:

- a. Tenant's Right to Terminate. Tenant may terminate this Lease for any reason upon giving at least sixty (60) days prior written notice to Landlord.
- b. Landlord's Right to Terminate. Landlord may terminate this Lease for any reason upon giving at least sixty (60) days prior written notice to Tenant.
- c. Unless otherwise specified in this Lease, neither party shall incur liability for termination of the Lease pursuant to the provisions of this paragraph.

25. NONAPPROPRIATION

- a. Notwithstanding anything in this Lease to the contrary, and subject to the limitations, conditions, and procedures stated below, the Landlord shall have the right to terminate this Lease without penalty by giving sixty (60) days written notice to Tenant as a result of any of the following:
 1. The legislature fails to appropriate funds sufficient to allow the Landlord to operate the Institution as required to fulfill its obligation under this Lease.
 2. The Department's authorization to operate the Institution is withdrawn or there is a material alteration in the programs administered at the Institution.
- b. Failure to appropriate funds for purposes of this Lease shall mean a twenty-five percent (25%) reduction from the prior year's operation budget appropriated or assigned to the Institution.
- c. In the event this Lease is terminated pursuant to this section, Landlord agrees that it will exercise reasonable efforts to identify and pursue viable alternatives to allow Tenant to continue to operate Tenant's program with minimal interruption and change in circumstances.
- d. Landlord shall have no liability of any kind for any damages, losses, or costs incurred by Tenant as a result of Landlord's termination of this Lease pursuant to this section.

26. STATE REORGANIZATION PLAN

- a. Landlord shall have the right to terminate this Lease, by giving Tenant at least sixty (60) days prior written notice, in the event the current utilization of the Institution is altered by legislative mandate or by direction of the State of Iowa to the extent that either:
 1. Other state-funded programs at the Institution are individually or in the aggregate reduced to the extent that Landlord is no longer able to perform its obligations under the Lease;
 2. Other state or state-sponsored programs are relocated to the Institution making it impractical for Landlord to continue leasing the leased premises to Tenant;
 3. The Institution is no longer utilized by the State of Iowa in any manner.
- b. In the event the Lease is terminated pursuant to this section, Landlord agrees that it will exercise reasonable efforts to identify and pursue viable alternatives to allow Tenant to continue to operate Tenant's program with minimal interruption and change in circumstances.
- c. Landlord shall have no liability whatsoever for any damages, losses, costs incurred by Tenant as a result of Landlord's termination of this Lease pursuant to this section.

27. CHANGE IN BUSINESS ORGANIZATION.

In the event that Tenant alters its business organization from that of a nonprofit organization to any other form of business organization, Tenant shall give at least sixty (60) days prior written notice to Landlord of the intended alteration. This Lease shall terminate effective the last day of Tenant's existence as a nonprofit organization. Tenant shall give up possession of the leased premises and have all its personal property removed from the leased premises by the last day of its existence as a nonprofit organization.

28. HOLDING SELF OUT

Tenant agrees that it will not hold itself out in any manner as being associated with, a part of, sponsored by, or any similar statement, the State of Iowa, the Department of Human Services or any of its Divisions, or the Institution.

29. COMPLIANCE WITH LAWS AND POLICIES

- a. The Tenant, its employees, agents and subcontractors, shall comply with all applicable local, state and federal laws, rules, ordinances, regulations and orders including, but not limited to, those relating to equal employment and affirmative action and the Americans with Disabilities Act of 1990 and its amendments. Tenant, its employees, agents, officers and subcontractors shall also comply with all federal, state and local laws and codes regarding business permits and licenses that may be required to carry out the work to be performed by the Tenant.
- b. Tenant agrees to comply with Institutional policies. The Institution shall maintain copies of all applicable policies at the Institution's Business Office.

30. TOBACCO SMOKE

- a. Public Law 103227, also known as the Pro-Children of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- b. The Tenant, its employees, agents and subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

31. SURRENDER OF PREMISES AT THE END OF THE TERM

- a. Tenant agrees that upon the termination of this Lease, tenant will surrender the leased premises in good and clean condition, except for the effects of ordinary wear and tear arising from the passage of time and normal use of the leased premises. Tenant shall be liable for damage to the leased premises other than the effects of ordinary wear and tear.
- b. Tenant shall at the termination of this Lease, remove any personal property from the leased premises and repair any damages caused by the removal. Any personal property that is not removed within 90 days of the termination of the Lease shall become the property of the Landlord and may be disposed of or used at the discretion of the Landlord.

32. CONTRACT ADMINISTRATION

- a. **Entire Lease:**
 1. This Lease, and any appendices, attachments, addenda, riders, or exhibits attached to the Lease, constitute the entire agreement between the parties except as otherwise expressly stated. Any prior understanding or representation of any kind preceding this Lease shall not be binding upon either party except to the extent incorporated herein. Any modifications to this Lease must be made in writing and expressly agreed upon by both parties.
 2. Additional provisions: The parties agree that if an appendix, attachment, addendum, rider or exhibit is attached to this Lease by the parties, it shall be deemed a part of this Lease and fully incorporated in this Lease.
- b. **Choice of Law and Forum.** This Lease shall be interpreted and construed in accordance with, and shall be given legal effect in conformity with, the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa in the Polk County District Court for the State of Iowa or in the United States District Court for the southern District of Iowa, if jurisdiction is proper in that forum.

- c. **Notices.** Notices required by this Lease shall be given in writing and delivered to the representative of the party designated below at the address given below. The effective date for any notice under this Lease shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid or by recognized overnight delivery service, such as Federal Express or United Parcel Service (UPS). Failure to accept "receipt" shall constitute delivery.

If to Landlord:

Name			
Address	City	State Iowa	Zip Code

If to Tenant:

Name			
Address	City	State Iowa	Zip Code

- d. **Severability.** If any term, covenant or condition of this Lease or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of the term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- e. **Consent.** Landlord agrees that any consent required pursuant to this Lease shall be given in a timely manner unless otherwise specified by terms of the Lease.
- f. **Third Party Beneficiaries.** The rights and benefits created under this Lease extend only to the parties to this Lease; no third party beneficiaries are intended in this Lease, except as otherwise specifically stated.
- g. **Rights Cumulative.** The various rights, powers, options, elections, and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- h. **Headings and Caption.** The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.
- i. **Amendments.** This Lease may be amended in writing by mutual consent of both parties. All amendments to this Lease shall be signed by both parties.
- j. **Non-Waiver:**
1. The waiver by Landlord of, or the failure of Landlord to take action with respect to, any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease.

2. The subsequent acceptance of rent under this Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of the Lease.
- k. **Obligations Beyond Agreement Term.** This Lease shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to the terms of this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.
- l. **Document Execution.** This Lease may be executed in multiple originals, which, when taken together, form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.
- m. **Effective Date.** Landlord and Tenant mutually agree that this Lease shall be in full force and effect on the _____ day of _____ 20_____.

Signed this _____ day of _____ 20_____.

TENANT (INSERT LEGAL NAME OF TENANT)

By			
Name	Title		Date
Address	City	State	Zip Code

LANDLORD STATE OF IOWA acting by and through the IOWA DEPARTMENT OF HUMAN SERVICES

By			
Name	Title		Date
Address	City	State	Zip Code

3. **SERVICES:** *(Customize this list and address all terms and conditions that apply to those services agreed upon between the parties to be utilized during the term of Appendix A.)*
- a. **Snow Removal:** *(Customize to needs of institution, for example: snow removal will be provided by landlord in designated common areas or up to and including leased premises, etc.)*
 - b. **Janitorial:** Janitorial services and supplies will be provided by Landlord to Tenant at the rate of \$_____.
 - c. **Laundry:** Use of laundry facilities and supplies will be made available to Tenant at the rate of \$_____ per pound. *(Need to be clear on whether tenant is responsible for actually doing laundry or landlord.)*
 - d. **Pest Control:** Tenant will be assessed \$_____ per month for their portion of Landlord's pest control service.
 - e. **Maintenance Service:** Landlord, if required, will make available to Tenant on an emergency basis, maintenance service at a rate of \$_____/hour, per employee, and material plus _____%.
 - f. **Food Service:** The Institution will provide meal service for Tenant at a cost per plate as follows: breakfast \$_____, lunch \$_____, supper \$_____. Tenant shall notify Landlord of the number of meals needed in a timely manner. Landlord shall deliver meals to the following location: *(Customize to institution needs.)* Tenant agrees to serve meals in a manner which is in accordance with industry standards and in such a manner as to ensure the safety and welfare of Tenant's clients.
4. **PROFESSIONAL/TECHNICAL SERVICES:** *(Customize this list and address all terms and conditions that apply to those services agreed upon between the parties to be utilized during the term of Appendix A.)*
- a. **Psychiatrist Services:** Physician services will be available on an as needed basis to Tenant for the purpose of: *(Customize to institution needs, i.e., admission processing, medication management and consultation.)* at the rate of \$_____ per hour.
 - b. **Nursing Services:** A nurse will be available on an as needed basis to Tenant for the purpose of: *(Customize to institution needs.)* at an hourly rate of \$_____.
 - c. **Dietitian/Dietary Tech Services:** A dietitian or dietary tech will be available on an as needed basis to Tenant for the purpose of: *(Customize to institution needs.)* at a rate of \$_____ per hour for dietitian; \$_____ per hour for dietary tech.
 - d. **Data Processing Services:** The Landlord will make available on an as needed basis, data processing services, including: *(Customize to institution needs, i.e., hardware/software support, network management, data processing education.)* at a rate of \$_____ per hour.

All other terms and conditions of the Lease Agreement remain in full force and effect, except as specifically addressed by this Appendix.

IN WITNESS WHEREOF, the parties execute this Appendix to be effective as of the date set forth above.

TENANT (INSERT LEGAL NAME OF TENANT)

By			
Name	Title	Date	
Address	City	State	Zip Code

LANDLORD STATE OF IOWA acting by and through the IOWA DEPARTMENT OF HUMAN SERVICES

By			
Name	Title	Date	
Address	City	State	Zip Code