

**State of Iowa**  
**LEASE AGREEMENT**

**SECTION 1. PARTIES**

THIS LEASE IS EXECUTED BY and between \_\_\_\_\_  
(Landlord), whose address for the purpose of this Lease is \_\_\_\_\_  
\_\_\_\_\_(Address), \_\_\_\_\_(City), Iowa,  
\_\_\_\_\_(Zip Code), and the Iowa Department of Human Services (Tenant), whose address for the  
purpose of this Lease is \_\_\_\_\_(Address),  
\_\_\_\_\_(City), Iowa, \_\_\_\_\_(Zip Code).

**SECTION 2. LEASED PREMISES**

2.1 Landlord leases to Tenant the following described property: \_\_\_\_\_ Square Feet  
(Rentable Area or Leaseable Space) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(Address), \_\_\_\_\_(City),  
Iowa, \_\_\_\_\_(Zip Code), (Leased Premises).  
\_\_\_\_\_ Description,

**SECTION 3. TERM OF LEASE**

It is understood and agreed that the Lease shall commence on \_\_\_\_\_, 20\_\_\_\_,  
and shall end \_\_\_\_\_, 20\_\_\_\_, both days inclusive.

**SECTION 4. USE OF LEASED PREMISES**

It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of  
general office use.

**SECTION 5. ASSIGNMENT AND SUBLETTING**

Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or  
any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be  
unreasonably withheld. Notwithstanding the foregoing, the Tenant shall have the right to put any other  
state agency or department in the Leased Premises without the prior written approval of Landlord.

**SECTION 6. RENTAL**

Tenant agrees to pay the following for the Leased Premises:

- 6.1 The per month rent is \$\_\_\_\_\_ (which is based on \$\_\_\_\_\_ per square foot per year),  
in arrears. The first rent payment is due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and  
the same amount on or before the fifteenth (15th) day of each month thereafter during the term of  
this Lease. The last month's rent is due and payable on the fifteenth (15th) day of the month  
immediately following the last month of the Lease.
- 6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes  
possession, the total rent payable shall be prorated from the date of possession to the end of the  
month in which Tenant takes possession.

## **SECTION 7. COVENANT OF QUIET ENJOYMENT**

So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

## **SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE**

- 8.1** Landlord shall be responsible for providing the following:
- 8.1.1** Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;
  - 8.1.2** Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;
  - 8.1.3** Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;
  - 8.1.4** Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;
  - 8.1.5** Elevator equipment and the maintenance thereof;
  - 8.1.6** Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises;
  - 8.1.7** Repair or removal of major landscape elements.
- 8.2** All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

## **SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE**

- 9.1** Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.
- 9.2** Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

## **SECTION 10. LANDLORD OBLIGATIONS**

Landlord shall furnish the following items at its sole cost and expense:

- 10.1** Electric
- 10.2** Gas

- 10.3 Water/sewer
- 10.4 Janitorial services
- 10.5 Trash removal
- 10.6 Light bulbs
- 10.7 Snow removal
- 10.8 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.
- 10.9 *(Add others if negotiated between State and Landlord.)*

**SECTION 11. TENANT OBLIGATIONS**

- 11.1 *(Insert here – obligations negotiated between State and Landlord.)*

**SECTION 12. COMPLIANCE WITH APPLICABLE LAWS**

Landlord shall maintain the Leased Premises in compliance with all applicable State and Federal laws and regulations concerning access by the disabled. See **Exhibit A, Division of Persons with Disabilities letter**, attached hereto and incorporated herein by reference. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code, Division Seven. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

**SECTION 13. INSURANCE**

- 13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.
- 13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.
- 13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant

harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

**13.4** Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669, Article VII, and Section 1, of the Constitution of The State of Iowa.

#### **SECTION 14. LANDLORD'S RIGHT OF ACCESS**

Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

**14.1 Confidentiality.** Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal law may impose civil and criminal penalties for the disclosure and dissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or disseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

#### **SECTION 15. SIGNS**

Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

**15.1** That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

**15.2** Such signs shall not change the structure of the Leased Premises;

**15.3** Such signs, if and when taken down, shall not damage the Leased Premises; and

**15.4** Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

## **SECTION 16. POSSESSION**

Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

**16.1** The Leased Premises shall be deemed ready for Tenant's occupancy when:

**16.1.1** Landlord shall, at its cost and expense, complete the restoration and leasehold improvements subject to the terms, covenants and conditions set forth in this Lease;

**16.1.2** A certificate of occupancy has been issued for the Leased Premises which permits the Leased Premises to be used for the purposes set forth in this Lease, without alterations, changes or additions;

**16.1.3** Landlord can furnish and supply the Leased Premises with all services required to be furnished and supplied by Landlord pursuant to the provisions of this Lease; and

**16.1.4** Landlord shall have given Tenant written notice that the above conditions have been met.

**16.2** The term of this Lease shall commence on the first day that Tenant is entitled to possession of the premises, or on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public. Since fixing the actual monetary value of damages sustained by Tenant because of any delay or termination under this section of the Lease may be impractical or extremely difficult, Landlord and Tenant agreed that Landlord shall pay Tenant as liquidated damages, and not as a penalty, an amount calculated as follows:

**16.2.1** The sum of One Hundred Fifty Dollars (\$150.00) per day for each calendar day's delay in the commencement of the Lease up to the time possession is delivered by the Landlord. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (\$150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease; or

**16.2.2** In the event Landlord fails to deliver possession of the Leased Premises within sixty (60) days after the above stated date of possession, Tenant shall have the option of canceling this Lease. If Tenant cancels this Lease under this section, liquidated damages shall accrue at the rate of One Hundred Fifty Dollars (\$150.00) per day for each calendar day's delay in the commencement of the Lease from the date notice of cancellation is given to Landlord until the date Tenant obtains complete substituted performance and commences

performance of the terms of a subsequent lease agreement which is entered into as a result of Landlord's breach. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (\$150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease.

**16.2.3** In the event that Landlord is unable to complete the improvements and allow Tenant access to the Leased Premises for the purposes of making Tenant's improvements and installing its machinery, equipment, fixtures, and the like, so as to make the Leased Premises ready for occupancy by Tenant on or before \_\_\_\_\_, 20\_\_\_\_, Tenant may at its option terminate this Lease by giving notice in writing to Landlord, together with all of Tenant's obligations and liabilities hereunder. This Lease shall become null and void and the parties shall have no further obligation or liability to each other except that Landlord shall be liable to and indemnify Tenant against any losses, costs, damages, and expenses, ordinary and extraordinary, foreseen and unforeseen, of every nature kind and description, as the result of, arising out of, or related to Landlord's failure to deliver possession of the Leased Premises. In the event of any such default by Landlord, Tenant shall use reasonable efforts to mitigate any damages.

**16.2.4** Nothing in this section shall prohibit a waiver of the liquidated damage provisions by Tenant in favor of Landlord if adequate consideration is given.

**16.3** Landlord grants Tenant the first right of refusal to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the Lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

## **SECTION 17. TENANT IMPROVEMENTS**

Landlord shall improve the Leased Premises as follows:

**17.1** Landlord shall, without cost to Tenant, prepare and furnish for Tenant's prior approval the drawings and specifications for all improvements set forth in **Exhibit "B"** which is attached hereto and made a part hereof. Landlord shall, without cost to Tenant, perform the construction or other items of work in the Leased Premises and furnish those quantities and qualities of materials specified on **Exhibit "B."**

**17.2** Tenant shall be allowed access to the Leased Premises to make such improvements it desires to make thereto and to install its machinery, equipment, fixtures and other personal property on the Leased Premises during the final stages of completion of construction and no later than 30 days prior to time for delivery of possession of the Leased Premises to Tenant provided the Tenant does not thereby interfere with the completion of construction of the improvements as a result of the installations.

**17.3** Landlord shall make provision for the general contractor and subcontractors to allow Tenant reasonable opportunity for the introduction and storage of its materials and the execution of its work and Landlord shall insure that the general contractor and subcontractors properly connect and coordinate their work with Tenant so as to protect Tenant's improvements, equipment, machinery, fixtures, and the like, from damage so as to allow Tenant to complete the installation thereof on or before the time set for delivery of possession of the Leased Premises to Tenant.

## **SECTION 18. PARKING**

*(Add a provision for number of reserved parking spaces, stalls, etc., if any. Specify additional costs, if any, whether stalls or parking spaces will be marked as Tenant's spaces to restrict others from parking in them, maintenance of parking spaces [snow and ice removal]. If no Tenant parking is to be provided by Landlord, so state.)*

## **SECTION 19. DAMAGE TO LEASED PREMISES**

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired.

## **SECTION 20. EMINENT DOMAIN**

**20.1** In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

**20.2** Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant.

## SECTION 21. TERMINATION OF LEASE

**21.1 For Cause by Tenant.** In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

**21.1.1** Immediately terminate the Lease without additional written notice; or

**21.1.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

**21.2 For Cause by Landlord.** In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

**21.2.1** Immediately cancel or forfeit this Lease without additional written notice; or

**21.2.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

**21.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

**21.3.1** If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or

**21.3.2** If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original Lease.

**21.4 Remedy for Non-Appropriation Termination.** In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this Lease due to non-appropriation, Tenant shall have no further liability.

**21.5 Reduction in Space Requirements Due to Funding Changes.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60)



days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

**21.6 Increase in Space Requirements Due to Staffing Changes.** If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises, this Lease may be amended to provide for leasing this additional space at the same per square foot cost and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this Lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

## **SECTION 22. HAZARDOUS WASTE**

**22.1 Definitions.** For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

**22.1.1 Environmental Law** shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

**22.1.2 Hazardous Substances** shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

**22.2 Tenant's Duties.** Tenant hereby agrees that:

**22.2.1 Limitation of Activity.** No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.2 Limitation of Storage.** The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.3** No portion of the Leased Premises will be used as a landfill or a dump.

**22.2.4** Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

**22.3 Inspections by Landlord.** Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

**22.4 Clean Up Costs.** If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

**22.5 Notification Regarding Environmental Law Issues.** During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, the State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

**22.5.1** Any Hazardous Substance and the Leased Premises;

**22.5.2** The imposition of any lien on the Leased Premises; or

**22.5.3** Any alleged violation of or responsibility under any Environmental Law.

**22.6 Limitation of Liability.** Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

## **SECTION 23. MISCELLANEOUS**

**23.1 Amendments.** This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

- 23.2 Third Party Beneficiaries.** There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.
- 23.3 Choice of Law and Forum.** The terms and provisions of this Lease shall be construed in accordance 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 Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.
- 23.4 Assignment and Delegation.** This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 23.5 Integration.** This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.
- 23.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 23.7 Not a Joint Venture.** Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.
- 23.8 Obligations Beyond Agreement Term.** This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to 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.
- 23.9 Use of Third Parties.** Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.
- 23.10 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 23.11 Approvals.** Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.
- 23.12 Severability.** If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.
- 23.13 Notices.** Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice

under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

**If to Landlord:**

Name	Address		
City	State	Zip Code	

**If to Tenant:**

Name	Address		
City	State	Zip Code	

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

**23.14 Cumulative Rights.** 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 is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to 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 or unsatisfied.

**23.15 Time is of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

**SECTION 24. EXHIBITS**

**24.1** Iowa Commission of Persons With Disabilities letter dated \_\_\_\_\_, 20\_\_\_\_. (Exhibit A)

**24.2** Improvement Schedule (Exhibit B) *(If any)*

**24.3** *(Insert here any other applicable exhibits to be attached and incorporated herein by reference.)*

*(Remainder of this page intentionally left blank.)*

**SECTION 25. 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. This Lease Agreement shall not become effective unless and until it is approved by the Executive Council of the State of Iowa, pursuant to Iowa Code Chapters 7D and 18.

**SECTION 26. SIGNATURES**

**LANDLORD:**

By		Date
Printed Name	Title	

**TENANT:**

State of Iowa

By		Date
Printed Name	Title	

**EXECUTED COPY WITH ATTACHMENTS TO:**

Property Leasing Manager  
Department of Administrative Services  
General Services Enterprise  
A Level, 1305 E Walnut St  
Des Moines, IA 50319-0102