# **U.S. DEPARTMENT OF VETERANS AFFAIRS**

**OUTLEASE NO. XXXXXXX**

THIS OUTLEASE (the “Lease”) for property located at the U.S. Department of Veterans Affairs, XXXX National Cemetery, located at City, State, Zip code as more particularly described herein and made a part hereof (hereinafter the “Leased Premises”), is made and entered into this day, month, 202X, by and between the UNITED STATES OF AMERICA, by and through the U.S. DEPARTMENT OF VETERANS AFFAIRS (hereinafter referred to as “VA,” “Lessor,” or “Government”), acting under the authority of Section 2412 of Title 38, United States Code, and XXXXXXXXX (hereinafter referred to as “Lessee”). Government and Lessee are sometimes also referred to in this Lease collectively as “Parties” or individually as a “Party”.

WITNESSETH: The Parties hereto, for the considerations hereinafter mentioned, do covenant, and agree as follows:

1. a. The Government hereby leases to Lessee the following described premises: The [first and second] floors of the building known as “the Lodge”, consisting of XXX square feet of space, located on the grounds of the XXXX National Cemetery (the “Leased Premises”); to be used for purposes of administrative office space. The Leased Premises are depicted in Exhibit A, attached, and made a part hereof.

b. TO HAVE AND TO HOLD said Leased Premises with their appurtenances, if any, for a term of X year(s) beginning month, day, 202X and ending month, day, 202X (“Lease Term"). [Government may provide an additional XXXX lease options, not to exceed a total lease term of 10 years. Lessee shall request to exercise an option ninety (90) days prior to expiration of the term. The granting of an option shall be at Government’s sole discretion.]

2. Lessee shall pay Government an annual lease rate of $XX,XXX ($monthly amount). Each year thereafter, the annual lease rate shall increase at a rate of three percent (3%), beginning on the first day of each year. All payments are due on the first of the month.

3. Lessee shall pay, apart from the monthly rent, (**negotiable** all utilities, and services and water service cost).

4. Lessee shall solely be responsible for all factory-suggested scheduled maintenance of the HVAC systems connected to the Lodge. Lessee will provide Government a copy of the HVAC system’s maintenance contracts prior to the commencement of this Lease and prior to the execution of annual options thereafter, per the notice requirements of Paragraph 7 below.

5. All Payments to Government, shall be made payable to the U. S. Department of Veterans Affairs, National Cemetery Administration. All payments shall be made electronically via: https://pay.gov/public/form/start/770197361. The lease number **XXXXXX** should be reflected on any payments to assist with VA’s accounting records. Any inquiries should be directed to Karma Cleveland at 540-658-7244 or Karma.Cleveland@va.gov.

6. Lessee shall care for the Leased Premises in a businesslike manner. Lessee shall make no alterations, improvements, or repairs to, or install any fixtures on the Leased Premises without prior written approval from the Director and any legally required consultation with the local State Historic Preservation Office (SHPO) pursuant to the Sec. 106 of the National Historic Preservation Act.

7. Any notice permitted or required to be given pursuant to this Lease shall be in writing and shall be deemed to be duly given when delivered via U.S. Postal Service certified mail, return receipt requested, to the Party entitled to such notice at their address, set forth as follows below, or as may from time to time otherwise be directed by the Parties.

**For the Lessee:**

XXXXXXXXX

**For the Government:**

Director, Land Management Division

Office of Real Property (003C7)

U.S. Department of Veterans Affairs

425 I Street, NW

Washington, DC 20001

With copy to:

**Director**

National Cemetery

XXXXXXXXXXXXXX

8. The use and occupancy of the Leased Premises shall be subject to the general supervision and prior written approval of the Director, XXXXX National Cemetery (hereinafter referred to as the “Director”), and to such rules and regulations as may be prescribed by the Director, from time to time.

9. The use and occupancy of the Leased Premises shall be in compliance with 38 CFR § 1.218, “Security and law enforcement at VA facilities”.

10. Lessee and Lessor shall perform a move-in inspection prior to commencement of Lease Term and a move-out inspection, as provided in Exhibit B. Inspection shall occur within 5 business days of commencement and expiration of the Lease Term.

11. Lessee has inspected and knows the condition of the Leased Premises, and it is understood that the same is hereby leased without any representation or warranty by Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto. Lessee shall return Leased Premises to the conditions on move-in inspection date.

12. Lessee shall comply with all applicable Federal, state, county, municipality, and local laws, codes, ordinances, and regulations wherein the Leased Premises are located, with regard to construction, sanitation, licenses, permits to do business, and all other matters.

13. The right is hereby reserved to Government, its officers, agents, and employees to enter upon the Leased Premises at any time and for any purpose, including, but not limited to, inspection and when otherwise deemed necessary for the protection of the interests of Government and Lessee shall have no claim of any character on account thereof against Government or any officer, agent, or employee thereof.

14. Lessee shall neither transfer nor assign any interest in this Lease or any property on the Leased Premises, nor sublet the Leased Premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without prior written approval from the Director.

15. The Lease may be terminated by either Party upon [One Hundred Twenty (120) days’] written notice computed from the date of mailing, in accordance with Paragraph 7. Lessor may terminate the Lease upon less than [120 days’] notice for default if the Lessee fails to comply with the terms of this Lease or if the Secretary of VA or designee determines that doing so is necessary due to a change in law, or to avoid an adverse impact on VA’s mission and operations, or in the event of a national security concern.

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

17. In the event the Leased Premises are totally destroyed by fire, or another casualty, this Lease shall immediately terminate. In case of partial damage or destruction, so as to render the Leased Premises untenable, Lessee may terminate this Lease in its entirety by serving written notice upon Government within thirty (30) calendar days or in part, by supplemental agreement hereto if approved by Government, in accordance with Paragraph 7 of the Lease.

18. For such period as Lessee is in possession of the Leased Premises pursuant to the provisions and conditions of this Lease, Lessee shall procure and maintain, at Lessee’s sole expense, renter’s insurance on the Leased Premises. Lessee shall procure such insurance from any responsible company or companies and furnish either the original policy or policies or certificates of insurance to Government. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of Government, shall be payable to Lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, and any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to Government; provided, however, that the insurer, after payment of any proceeds to Lessee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by Lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore, or replace the Leased Premises, or any part thereof.

19. Lessee shall obtain and keep in force and effect at all times a general liability insurance policy with coverage in the minimum amount of two million dollars ($2,000,000.00) in the event of bodily injury and death to any number of persons in any one accident arising out of use of the Leased Premises by Lessee. Evidence of such insurance coverage shall be furnished to Government (Director of XXXXX National Cemetery) on annual renewal date or upon request.

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

21. Lessee shall not remove, relocate, or destroy any posts, pipes, stakes, markers, or the like that may be placed or located on the Leased Premises by Government, its officers, agents, and employees. Any property of Government damaged or destroyed by Lessee incident to Lessee’s use and occupation of the Leased Premises shall be promptly repaired or replaced by Lessee to the satisfaction of the Director, or in lieu of such repair or replacement Lessee shall, if so, required by Government, pay to Government money in an amount sufficient to compensate for the loss sustained by Government by reason of damages to or destruction of Government property. Any monetary compensation shall be made in the method prescribed in Paragraph 5 of this Lease. **Lease Number XXXXX** should be reflected on any payments to assist with VA’s accounting records.

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

23. On or before the date of expiration of this Lease, or its termination, the Lessee shall vacate the demised Leased Premises, remove the personal property of the Lessee therefrom and at the option of the Government, remove the fixtures therefrom, and restore the Property to as good order and condition as that existing upon the date of commencement of the Lease Term. Damages beyond the control of the Lessee and due to fair wear and tear are excepted from the restoration requirement. In the event that Lessee should fail to comply with the duties set forth in this paragraph, then the Lessee shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this Lease to restore the Leased Premises to the condition as stated herein. Any monetary compensation shall be made shall be made in the method prescribed in Paragraph 5 of this Lease. Lease Number XXXXXX should be reflected on any payments to assist with VA’s accounting records.

24. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit to arise therefrom. Nothing, however, therein contained shall be construed to extend to any incorporated company, if the Lease is for the general benefit of such corporation or company.

25. Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees for bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability, or in its discretion, to require Lessee to pay the full amount of such commission, percentage, brokerage, or contingent fee. Any monetary compensation pursuant to this Paragraph shall be made in the method prescribed in Paragraph 5 of the Lease.

26. Any activity, program, or use made of the Leased Premises by the Lessee, or its agents will be in compliance with the Federal Acquisition Regulations, Part 52.222-26, Equal Opportunity.

27. Lessee shall avoid any conduct that could be deemed as disrespectful of Veterans or the VA. At all times, Lessee shall use the Leased Premises in a manner in accordance with the terms and requirements of the Lease including, but not limited to, refraining from use of neon or flashing lights, loud music, inappropriate art, or any other activity that is contrary to the mission of the National Cemetery Administration.

28. Photography and Filming

a. Except for the Leased Premises or the exterior of the Lodge, Lessee may not use or depict the Department of Veterans Affairs, the National Cemetery Administration, XXXXX National Cemetery, or the grounds of XXXX National Cemetery in any of Lessee’s written, printed, or video marketing materials, except for providing the physical address of or driving directions to the Leased Premises, or parking locations. Lessee may use images of the Leased Premises or exterior of the Lodge in marketing materials, provided cemetery headstones, graves, or other markers are not visible. Incidental and distant shots of the cemetery that may appear visible in the background through reflection in windows are permissible and do not require prior NCA consent only if names or other identifying information are not visible.

b. Lessee shall submit a request to the Director for permission to film or photograph on VA property outside of the Leased Premises or exterior of the Lodge for each occasion on which such filming or photography is desired. The Director shall review and approve such requests in accordance with standard procedures.

c. Lessee shall submit all marketing material, including, but not limited to, written, printed, or video marketing materials, or a vlog, to NCA Public Affairs for VA review and approval prior to being publicly released.

d. Lessee may not, in any print or video materials, state, suggest or otherwise infer any affiliation between Lessee and VA other than the relationship as consequence of this Lease.

e. Lessee is not permitted to tell the history of, or otherwise focus the narrative on, the Department of Veterans Affairs, the National Cemetery Administration, or XXXXX National Cemetery in any photographs, films, or marketing materials, including video blogs or vlogs.

f. Lessee is not permitted to photograph or film in the vicinity of headstones, graves, or other markers, or utilize headstones, graves, or other markers as props. Photography or filming of headstones, graves, or other markers, such that names or other identifying information is visible, is not permitted.

g. At no time shall Lessee be permitted to film or photograph any person visiting XXXXX National Cemetery including, but not limited to, employees, contractors, and visitors.

29. Miscellaneous

a. Governing Law and Parties in Interest. This Lease shall be governed by the laws of the United States of America and shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

b. Time is of the Essence. Time is of the essence for this Lease. If the expiration of any time period set forth herein falls on a Saturday, Sunday, or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M., EST.

c. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

d. Counterparts. This Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Appendices, Addendums and Exhibits. All documents which are referred to in this Lease, and which are attached hereto or specifically referenced and labeled, shall be incorporated in and constitute a part of this Lease.

f. Jurisdiction and Venue. This Lease shall be governed by Federal law, and the jurisdiction for any litigation shall be in the United States District Court, XXXXXXXX.

g. Entire Lease. All terms and conditions with respect to this Lease are expressly contained herein and supersede all previous oral and written statements and documents, and the Lessee agrees that no representative or agent of Government has made any representation or promise with respect to this Lease not expressly contained herein. This Lease may be amended, modified, or altered only by an agreement in writing, duly executed by or on behalf of the Party or Parties against whom enforcement of any waiver, change, modification, consent, or discharge is sought.

 [Signatures appear on the following page.]

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

UNITED STATES OF AMERICA, as Lessor XXXXXXXX as Lessee

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

 John D. Thomas, Lessee

Associate Executive Director Owner

Office of Real Property CFM

U.S. Department of Veterans Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

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

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Exhibit A**

**Exhibit B**

Veterans Affairs

INSPECTION FORM

COMPLETED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_\_\_\_\_\_\_

Location Name: Name of National Lodge, Outlease number

BUILDING Address: XXXXXXXXXXXXXX

Requirements Prior to **Occupancy**

\*All inspections must be performed together by both Lessor and Lessee and signed and dated.

\*All locks functioning, and keys returned to Lessee/Lessor.

\*Copy of Transferred utilities

\*Alarm Codes

NOTES:

Inspection

Mechanical/Water/Electric

In Working Condition

 Working Not Working Initial

1. Heating

A. HVAC system

B. Air Filter’s Clean

2. Hot water heater

A. Water Systems working properly

B. Inspect all backflow preventers

3. Electrical

A. Wiring current

B. Light switches

C. Electrical Plugs

D. Overhead lights

Notes:

Inspection

Building Exterior /Grounds

 Working Not Working Initial

1. Roof

A. Leaks

B. Signs of tree branches touching roof

2.Road

A. Condition of asphalt

B. Proper Drainage

3.Parking

A. Designated Handicap Space

B. Designated General Parking

4.Windows

A. Broken window sashes

B. Broken Glass

D. Broken Screens

5.Handicap

A. Ramp

B. Lift

6. Exterior Paint

A. Chipped Paint

B. Year last painted

Notes:

Inspection

Interior

 Working Not Working Initial

1.Walls

A. Holes

B. Needing paint

2.Floors

A. Carpet condition

B. Wood floor condition

3.Trim

A. Damaged

B. Paint condition

4.Security

 A. Security System

5.Doors

A. Damaged

B. locks

C. Paint condition

6.Ceilings

A. Water damage/stains

B. Holes

C. Paint condition

7.Cable

A. Internet system

B. Rooms Plugs

8. Telephone system

A. Rooms with Plugs

9. Bathrooms

A. Floor

B. Walls/Ceiling

C. Toilet

D. Bathtub/shower

NOTES

SIGNATURE PAGE

Lessee’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_

Lessor’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_