OFFICE LEASE - NEW

“LANDLORD”,

AND

“TENANT”,

DATED: April 5, 2021

ADDRESS, SUITE, CITY, AL ZIP

      COUNTY

TABLE OF CONTENTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Article 1 – Basic Terms** | | | | | |  | | | | | | | | | | | | | | **03** |
| Article 2 – Lease Term | | | | |  | | | | | | | | | | | | | | | 05 |
| Article 3 – Use of Premises | | | | | | |  | | | | | | | | | | | | | 05 |
| Article 4 – Rent | |  | | | | | | | | | | | | | | | | | | 06 |
| Article 5 – Taxes | | |  | | | | | | | | | | | | | | | | | 06 |
| Article 6 – Insurance/Indemnity | | | | | | | |  | | | | | | | | | | | | 07 |
| Article 7 – Utilities | | | |  | | | | | | | | | | | | | | | | 07 |
|  | | | Services at Premises | | | | | | | | |  | | | | | | | | 07 |
| Article 8 – Operating Expenses | | | | | | | |  | | | | | | | | | | | | 08 |
| Article 9 – Condition and Maintenance of Premises | | | | | | | | | | | | | | | | |  | | | 09 |
| Article 10 – Hazardous Materials | | | | | | | | |  | | | | | | | | | | | 09 |
| Article 11 – Casualty and Condemnation | | | | | | | | | | | | |  | | | | | | | 10 |
| Article 12 – Assignment & Subletting | | | | | | | | | | |  | | | | | | | | | 11 |
| Article 13 –Dispute Resolution & Remedies | | | | | | | | | | | | | | |  | | | | | 11 |
| Article 14 – Protection of Lenders and Owners | | | | | | | | | | | | | | | |  | | | | 12 |
| Article 15 – Termination Options | | | | | | | | |  | | | | | | | | | | | 12 |
| Article 16 – Miscellaneous Provisions | | | | | | | | | | |  | | | | | | | | | 13 |
| **Signatures** |  | | | | | | | | | | | | | | | | | | | **16** |
| Exhibit A – Legal Description of the Property, Site Plan, Parking, & Floor Plan | | | | | | | | | | | | | | | | | | |  | 17 |
| Exhibit B – Tenant Improvements | | | | | | | | | |  | | | | | | | | | | 18 |
| Exhibit C – Extension Term | | | | | | |  | | | | | | | | | | | | | 19 |
| Exhibit D – Secretary of State, Business Entity Record Certificate | | | | | | | | | | | | | | | | | |  | | 20 |
| Exhibit E – Disclosure Statement | | | | | | | | | |  | | | | | | | | | | 21 |
| Exhibit F – Landlord Rules & Regulations | | | | | | | | | | | | | |  | | | | | | 23 |

OFFICE LEASE - NEW

THIS LEASE AGREEMENT (herein “Lease”) between the      , (herein called the “Landlord”) and       (herein called the “Tenant”), is made effective as of the date the parties execute this Lease as shown on the signature page hereto (the “Effective Date”).

**ARTICLE 1 – BASIC TERMS**

The following terms used in this Lease shall have the meanings set forth beside such terms in this Article 1.

Tenant Notice Address NAME AND/OR TITLE

ADDRESS:

CITY, AL ZIP

Email:       Phone:

Tenant Billing Address NAME AND/OR TITLE

ADDRESS:

CITY, AL ZIP

Email:       Phone:

**\*Landlord should reference the Lease ID on all invoices.**

**\*Tenant must submit Lease Abstract to Comptroller’s, if**

**applicable.**

Tenant Authorization Contact Any and all change orders, maintenance requests or activity during the Occupancy Period that results in additional charges not stipulated in this Lease, must be approved by the following authorized contact:

NAME, TITLE

Tenant Emergency Contact TENANT MUST PROVIDE THE NAME OF A PERSON, TITLE

ADDRESS

CITY, AL ZIP

Email:       Phone:

Landlord Emergency Contact: NAME, TITLE Mobile:

Rent Payment Address STAARS, Check, etc.

BUSINESS NAME

NAME, TITLE

ADDRESS

CITY, AL ZIP

Landlord’s Notice Address BUSINESS NAME

NAME, TITLE

ADDRESS

CITY, AL ZIP

Email:       Phone:

Property Management Notice: BUSINESS NAME

NAME, TITLE

ADDRESS

CITY, AL ZIP

Email:       Phone:

Property The building having an address of ADDRESS, SUITE, CITY, AL ZIP (the “Building”) together with the parking areas, landscaping, walkways and other improvements related to the Building, constructed upon the real property legally described on Exhibit A.

Property Area 00,000 square feet (“S.F.”)

Premises Suite --- : 0,000 rentable square feet located at the Building as shown on Exhibit B. (0,000 usable S.F., 0,000 common area S.F.)

Tenant Pro Rata Share 0.00%, See Article 4.03.

Lease Term Three (3) or Five (5) years

Commencement Date MONTH, DAY, 2021

Termination Date Month, Day, Year

RENT: Rent includes Base Rent, Additional Rent, Improvements, brokerage commissions, escalations, amortization calculations and fees. Landlord is providing a full-service Lease, including janitorial services five (5) days per week. All expenses during the Occupancy Period are outlined below. There is no Reconciliation since all expenses are included in Rent. Tenant is responsible for contracting with and payment of their own telephone and internet service providers.

Rent Schedule:

EXAMPLE: INSERT NEW:



|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| \_\_ Year Rent Schedule | | | | RSF | Base  Rent | Taxes | Ins. | OE | TI’s | Comm. | Esc. | RENT  SF/YR | **Monthly**  **Rent** | Annual  Rent |
| 1 | 3/1/20 | - |  |  | $ | $ | $ | $ | $ | $ | 0.00% | $ | $ | $ |
| 2 | 3/1/21 | - |  |  | $ | $ | $ | $ | $ | $ | % | $ | $ | $ |
| 3 | 3/1/22 | - |  |  | $ | $ | $ | $ | $ | $ | % | $ | $ | $ |
|  |  | - |  |  | $ | $ | $ | $ | $ | $ | % | $ | $ | $ |
|  |  | - |  |  | $ | $ | $ | $ | $ | $ | % | $ | $ | $ |
| **Total Rent:** | | | | | | | | | | | | | | $ |

1st Rent Payment Due March 1, 2020. See Article 4.01.

Termination Options Yes. See Article 15.

Permitted Use The Premises shall be used only for the purpose of office operations by Tenant and for such other lawful purposes as may be incidental thereto.

Employees ± 7

Parking Spaces There are 00 parking spaces provided at the Property. Spaces are available to all tenants, guests and clients. Tenant has rights to 00 exclusive spaces, as depicted on Exhibit A.

Improvements A breakdown of Tenant Improvements is included in Exhibit B. Landlord to complete the work and request a Certificate of Occupancy from the City of       within ninety 90 days from the Effective Date or *INTENTIONALLY OMITTED*

Extension Terms Subject to Tenant’s option to extend the initial Lease Term, the Extension Term of one (1) 3-year terms are defined hereto on Exhibit C.

**ARTICLE 2 – LEASE TERM**

2.01 Lease of Premises for Lease Term. Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term, upon and subject to all the terms, conditions and provisions of this Lease.

2.02 Early Possession. Any occupancy of the Premises by Tenant prior to the Commencement Date (“Early Possession”) will be subject to all of Tenant’s obligations under this Lease except in that Tenant will not be obligated to pay Rent during such early occupancy. Tenant is permitted Early Possession two weeks prior to Commencement Date provided all improvements are substantially complete and a *Certificate of Occupancy* has been issued by the City of      .

2.03 Delay in Commencement. If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, such date will be postponed to the date possession of the Premises is delivered to Tenant, but no later than thirty (30) days after original Commencement Date. In such event, Landlord and Tenant will execute a Memorandum of Acceptance of Lease setting forth the Commencement Date and expiration date of this Lease. If Landlord cannot deliver possession of the Premises thirty (30) days after the original Commencement Date, for any reason, Tenant shall have the right to void this Lease, nor shall Tenant be liable to Landlord for any liabilities resulting therefrom.

2.04 Covenant of Quiet Enjoyment. Tenant, on paying the Rent and performing it obligations hereunder, will peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

2.05 Holding Over. If Tenant does not vacate the Premises and surrender the Premises upon the expiration of this Lease, Tenant shall pay Rent on a month to month basis. Such Holding Over period shall not exceed six (6) months from the expiration date of the Lease.

**ARTICLE 3 – USE OF PREMISES**

3.01 Manner of Use. Tenant will use the Premises for the Permitted Use as set forth in the Basic Terms. Tenant will not cause or permit the Premises to be used in any way which (i) constitutes a violation of any laws or the rules and regulations established by Landlord, a copy of which is attached as Exhibit F, (the “Rules and Regulations”), (ii) annoys or interferes with the rights of other tenants of the Property, or (iii) constitutes a nuisance or waste or will invalidate any insurance carried by Landlord. Furthermore, Tenant shall be solely responsible, at its expense, for correcting any non-compliance arising out of the specific use to which Tenant will put the Premises or to any installations, alterations, additions or improvements made or to be made by Tenant. Tenant is responsible for determining whether or not the zoning is appropriate for Tenant’s intended use.

3.02 Landlord’s Access. Landlord and Landlord’s agents shall have the right to enter the Premises with 24 hours prior notice to Tenant (except in the case of an emergency when notice is not required) for the purpose of routine property inspections and maintenance. Landlord must submit in writing the names of its agents, employees, guests, buyers, investors, lenders, or prospects that will enter the Premises and must be approved by Tenant. Landlord fully acknowledges and agrees to strictly adhere to this provision. During the final six (6) months of the Lease term, Landlord may place customary “For Lease” signs on the Premises.

3.03 Common Areas. Tenant shall have non-exclusive access to Common Areas.

(a) Common Areas. “Common Areas” means all areas within the Property which are available for the common use of Tenants of the Property and which are not leased or held for the exclusive use of Tenant or other Tenants, including, but not limited to, entrances, hallways, lobbies, elevators, restrooms, walkways, parking areas, driveways, structures, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leasable areas and increase or decrease Common Area land or facilities so long as Tenant’s use of the Premises is not adversely affected in any material and financial way during this Lease Term or any Extensions thereafter. Landlord will notify Tenant of any changes in Common Areas in writing at least fifteen (15) days prior to changes or alterations.

(b) Use of Common Areas. Tenant will have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable Rules and Regulations as Landlord has established. Tenant agrees to abide by all such Rules and Regulations and to use its best efforts to cause others who use the Common Areas with Tenant’s express or implied permission to abide by the Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts as, in Landlord’s reasonable judgment, desirable to maintain or improve the Property. Landlord agrees to use commercially reasonable efforts to minimize any disruption of Tenant’s business as a result of any such closure of the Common Areas. Tenant will not interfere with the rights of Landlord, other Tenants, or any other person entitled to use the Common Areas.

**ARTICLE 4 – RENT**

4.01     Rent. Rent under this Lease is defined as Base Rent plus Additional Rent. Upon execution of this Lease, Landlord will provide to Tenant an invoice for the first month’s Rent, as outlined in Article 1. During the Lease Term, Landlord will provide timely monthly invoices for Rent to Tenant, in advance, as outlined in Article 1. Tenant will pay to Landlord the Rent in monthly installments, in arrears, utilizing lawful money of the United States. Rent under this Lease shall first become due as outlined in Article 1 so long as the Commencement Date in Article 1 remains the same. The Tenant is not responsible for any additional expenses or charges during the Occupancy Period of the initial Lease Term and any Extensions Terms thereafter. “Occupancy Period” means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises. Costs incurred in Articles 4, 5, 6, 7, 8 are included in the monthly Rent as defined in Article 1. The Rent is payable at Landlord’s Rent Payment Address or at such other place or person as Landlord may designate in writing.

4.02 Additional Rent. All sums payable by Tenant under the terms of this Lease, other than Base Rent, shall be “Additional Rent”. Landlord has estimated in advance and is charging to Tenant the following costs (“Total Operating Expenses”­), which Tenant will pay through Rent on a monthly basis throughout the Lease Term (including, without limitation (i) Real Property Taxes, if applicable, for which Tenant is responsible for in Article 5 (ii) all insurance premiums for which Tenant is responsible under Article 6 (iii) all utility costs (to the extent utilities are not separately metered) for which Tenant is responsible under Article 7, and (iv) all Operating Expenses for which Tenant is responsible under Article 8 of this Lease.

4.03 Tenant’s Pro Rata Share. Tenant’s Proportionate Share shall be calculated by dividing the rentable square feet of the Premises by the square feet of the Property Area, which amounts are agreed to in Article 1.

**ARTICLE 5 – TAXES**

5.01 Real Property Taxes. Tenant’s Pro Rata Share of Real Property Taxes during the Lease Term is paid through Rent, which is established in Article 1. Taxes are pass through expenses and do not include fees.

5.02 Definition of “Real Property Taxes”. “Real Property Taxes” means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property or any Rent or other sums payable by any tenants or occupants thereof. Real Property Taxes include Landlord’s costs and expenses of review and contesting any Real Property Tax. If at any time during the Lease Term the present system of ad valorem taxation of real property is changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, Landlord is assessed a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Real Property Tax.

**ARTICLE 6 – INSURANCE/INDEMNITY**

6.01 Landlord’s Insurance. Landlord shall maintain insurance against such perils and in such amounts as Landlord may from time to time determine are consistent with coverage which is now, or may in the future be, considered prudent for similar income producing property situated in the same general geographic areas as the Building or which any mortgagee or creditor of Landlord requires Landlord to carry. Tenant will pay Tenant’s Pro Rata Share of premiums for the insurance policies maintained by Landlord, already included in Rent as established in Article 1. Any increase in the cost of Landlord’s insurance due to Tenant’s use or activities at Premises will be paid by Tenant to Landlord as Additional Rent. Additional Rents not to exceed the amounts herein established in Article 8.

6.02 Indemnity. Landlord shall indemnify, defend, protect and hold harmless Tenant and Tenant’s agents, employees and assigns (collectively, the “Tenant Indemnitees”) from and against any and all loss, damage, claim, demand, cost, liability or expense, including court cost and attorneys’ fees (whether or not litigation is commenced) of whatever nature or type, that the Tenant may suffer, be put to pay or lay out resulting from any and all claims by third parties and based on (i) any acts or omissions of Landlord, its employees, agent or contractors, or (ii) any personal injury or property damage occurring within the Premises or Property arising out of Landlord’s operations at the Property and Landlord’s failure to make leased Premises and Property conform to all applicable local, state, and federal requirements so as to be accessible to individuals with disabilities.

**ARTICLE 7 – UTILITIES**

7.01 Utilities. As established in Article 1, Rent includes Tenant’s costs of all natural gas, heat, cooling, energy, light, power, sewer service, water, refuse disposal and other utilities and services supplied to the Premises, together with any related installation or connection charges or deposits (collectively, “Utility Costs”) incurred during the Lease Term through Rent. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant’s proportionate share of such Utility Costs. Landlord reserves the right to participate in wholesale energy purchase programs and to provide energy to the Premises through such programs.

7.02 Services at Premises. The Building will be accessible to Tenant 24 hours per day, 7 days per week. There is not charge for HVAC, rate is included in the Rent throughout the Occupancy Period. Tenant is responsible for contracting with their own phone, internet, electrical and janitorial service providers. Landlord shall provide ample lighting in the parking areas and building entrances, pest control, water, sewer and HVAC maintenance. In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the negligence or willful misconduct of Landlord. All contract services shall be coordinated with Landlord’s Property Management contact listed in Article 1 prior to installation. There is mail service available to Tenant at the Building.

**ARTICLE 8 – OPERATING EXPENSES**

8.01 Operating Expenses. Included in monthly Rent and established in Article 1, is Tenant’s Pro Rata Share of all Operating Expenses allocable to the Lease Term. “Operating Expense” means all reasonable costs and expenses incurred by Landlord with respect to the ownership, maintenance and operation of the property including: maintenance, repair and replacement of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, paving and parking areas, roads and driveways; maintenance of exterior areas such as gardening and landscaping, and signage; maintenance, repair and replacement of the roof, roof membrane, flashings, gutters, downspouts, roof drains, skylight and waterproofing; painting; pest control; window washing; supplies; lighting; cleaning; refuse removal; security; utility services attributable to the Common Areas; Building personnel costs; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Property; fees for required licenses and permits; costs and expenses required by any governmental or quasigovernmental authority or by legal requirements, for any reason, including capital improvements, whether capitalized or not, and the cost of any capital improvements made to the Property by Landlord that improve life-safety systems or reduce operating expenses (such costs to be amortized at a rate agreed to by both Landlord and Tenant); and a property management fee not to exceed one percent (1%) of the gross rents of the Property for the calendar year. Operating Expenses do not include: (a) debt service under mortgages or ground rent under ground leases; (b) costs of restoration to the extent of net insurance proceeds received by Landlord; (c) leasing commissions and Tenant improvement costs; (d) brokerage or litigation expenses relating to disputes with Tenants; (e) cost of construction allowances provided to other Tenants; (f) costs to rectify or correct any defect in the original design and construction of the Building; or (g) blanket operational and insurance expenses and costs of any other properties that is not at the physical address of Property and Premises of this Lease.

For purposes of this Lease, Controllable Operating Expenses shall mean all Operating Expenses except for Real Property Taxes, Insurance premiums and Utility costs for the Property, which are pass through expenses without additional fees. Tenant is responsible for its Pro Rata Share of the Controllable Operating Expenses of the Property through the established Rent in Article 1. These costs have been calculated and included in Rent.

8.02 To the extent any such expenditure constitutes a capital expenditure as determined by Landlord and Tenant, in accordance with standard real estate accounting practices, then such capital expenditure shall be amortized over its useful life as reasonably determined by Landlord and Tenant in accordance with generally accepted accounting principles.

8.03 Reconciliation Period. Landlord, for the duration of the Tenant’s Occupancy Period, shall provide to Tenant a Reconciliation Statement of Total Operating Expenses (“Reconciliation”) on an annual basis, within ninety (90) days following the close of the calendar year stating the amount of Additional Rent. Landlord will provide a breakdown of Taxes, Insurance, Utility, Operating Expenses, and additional expenses that were paid by Tenant, the Tenant’s Pro Rata Share and the Property Area in comparison to costs incurred by Landlord for that year. Tenant will have ninety (90) days upon receiving Landlord’s Reconciliation to review any credits or invoices. Tenant shall, in its sole discretion, determine whether the reconciliation documentation is satisfactory.  If the documents are deemed satisfactory, Tenant shall submit payment within sixty (60) days or the Landlord shall issue a credit, whichever is applicable.  If Tenant determines the reconciliation documentation is not sufficient, Landlord must submit the necessary additional documentation. Landlord expressly agrees and acknowledges that Tenant has a right to audit Landlord’s Reconciliation invoices and credits and Landlord agrees to provide receipts and invoices from third party providers to remedy any disputes. Additional Rents not to exceed the amounts herein established in Article 8.

**ARTICLE 9 – CONDITION AND MAINTENANCE OF PREMISES**

9.01 Existing Condition. Subject to further provisions, Tenant hereby accepts the Property and the Premises in good condition, subject to all legal requirements; provided, however, Landlord agrees to provide Tenant Improvements, if applicable, included in Exhibit B, for the Premises, utilizing building standard materials prior to Commencement Date. Landlord represents and warrants the condition of the Property and the Premises for Tenant’s intended use shall be in good working order throughout Tenant’s Occupancy Period.

9.02 Landlord’s Obligations. Subject to the provisions of Article 11 (Casualty and Condemnation) and Tenant’s obligation to pay Additional Rent pursuant to Section 4.02, Landlord will maintain the Common Areas in good order, condition and repair and will keep the foundation, roof, building systems, structural supports and exterior walls of the improvements on the Property in good order, condition and repair. Landlord will comply with all applicable, current and future laws, codes, regulations, including those relating to handicap and the Americans with Disabilities Act (“ADA”) of 1990 requirements. Tenant will promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Landlord will repair any damage to the Property, within a reasonable period of time, as outlined in Article 13.02, at Landlord’s sole cost and expense unless any damage to the Premises or the Property is a result of negligence or willful conduct by Tenant.

9.03 Tenant’s Obligations. Subject to the provisions of Article 11 (Casualty and Condemnation), Tenant will keep all portions of the Premises in good order, condition and repair, normal wear and tear excepted.

9.04 Tenant’s Alterations. Any alterations, additions, or improvements made by the Tenant to the Premises (“Alterations”) shall be subject to approval by Tenant’s Authorization Contact and Landlord’s prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing to the contrary, Tenant shall not make (i) any structural alterations, improvements or additions to the Premises that (a) will adversely impact the Building’s mechanical, electrical or heating, ventilation or air conditioning systems, or (b) will adversely impact the structure of the Building, or (c) are visible from the exterior of the Premises, or (d) will result in the penetration or puncturing of the roof, ceiling or floor, without, in each case, first obtaining Landlord’s prior written consent or approval to such Alterations (which consent or approval shall be in the Landlord’s sole and absolute discretion). All work will be performed in accordance with plans and specifications approved in advance and in writing by Landlord. Alterations to the Property or Premises made by or on behalf of Tenant must comply with State of Alabama laws, rules and guidelines.

9.05 Surrender. Upon expiration or earlier termination of the Lease, Tenant shall peaceably surrender the Premises broom clean, ordinary wear and tear excepted. Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article 11 (Casualty and Condemnation). Landlord may require Tenant to remove any alterations, additions, or improvements prior to the expiration of the Lease Term and to restore the Premises to its prior condition at Tenant’s expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord’s property and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except that Tenant may remove any of Tenant’s equipment and personal property which can be removed without material damage to the Property so long as Tenant repairs any damage caused by such removal within thirty (30) days following the expiration or earlier termination of the Lease.

**ARTICLE 10 – HAZARDOUS MATERIALS**

10.01 Reportable Uses Require Consent. The term “Hazardous Substance” as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property or Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment, the Property or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, PCB’s, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Property or the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of the Landlord, which consent may be given or withheld in Landlord’s sole discretion, and timely compliance with all Legal Requirements. “Reportable Use” shall mean (i) the installation or use of any above ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Property or the Premises of a Hazardous Substance with respect to which any legal requirements requires that a notice be given to persons entering or occupying the Property or the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials, in reasonable quantities, which are reasonably required to be used in the normal course of the Permitted Use, so long as the use thereof is in compliance with all legal requirements, is not a Reportable Use, and does not expose the Property or the Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Property, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications.

10.02 Duty to Inform Landlord. Tenant shall provide Landlord, in a timely manner, written notice of any Hazardous Materials Substance that has come to be located in, on, under or about the Premises or Property which Tenant becomes aware of during the Lease Term, whether caused by Tenant or any other persons or entities. Tenant will provide any report, notice, claim other documentation which it has concerning the presence of such Hazardous Substance.

10.03 Tenant Remediation. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant’s sole cost and expense, take all investigatory or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Tenant.

10.04 Investigations and Remediations. Landlord shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises except as outlined in Article 10.03.

10.05 Duty to Inform Tenant. Landlord guarantees that the Property and Premises was not constructed using any Environmentally Hazardous Materials (“EHM”) and is free of any Environmentally Hazardous Materials. Landlord will promptly remove any EHM found in the future at the Landlord’s sole cost and expense.

**ARTICLE 11 – CASUALTY AND CONDEMNATION**

11.01 Damage to Premises.

(a) If the Premises are destroyed or rendered untenantable, either wholly or in part, by fire or other casualty (“Casualty”), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred in which event this Lease shall terminate and neither party shall have further liability hereunder (except that each party shall continue to be liable for all obligations which are expressly indicated in this Lease to survive the termination of this Lease). Landlord will notify Tenant within thirty (30) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term.

(b) If the Property is destroyed or damaged by Casualty and Landlord elects to repair or restore the Property pursuant to the provisions of this Article 11, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant’s use of the Premises is impaired.

(c) The provisions of this Article 11 will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Property or the Premises.

11.02 Condemnation. If more than 20% of the floor area of the Premises is taken by eminent domain, either Landlord or Tenant may terminate the Lease as of the date the condemning authority takes title or possession, by delivering notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither party terminates the Lease, this Lease will remain in effect as to the reduction in the floor area of the Premises.

**ARTICLE 12 – ASSIGNMENT AND SUBLETTING.**

12.01 Tenant’s Right to Sublease. Assignment or subleasing by Tenant requires Landlord’s prior written consent which shall not be unreasonably withheld or delayed provided that the Subtenant or Assignee’s use the Premises and number of employees and clients are comparable to Tenant’s use and number of employees. OR Tenant, on prior written notice to Landlord, (but without Landlord’s consent), may assign the Lease or sublet the Premises to any state agency, department, division, board or office (collectively herein called “Tenant Affiliate”). Assignment or subleasing by Tenant to other that Tenant Affiliate requires Landlord’s prior written consent which shall not be unreasonably withheld or delayed.

**ARTICLE 13 –DISPUTE RESOLUTION AND REMEDIES**

13.01 Dispute Resolution. Should a dispute between the parties relate to the payment of money to the Landlord, the sole remedy of the Landlord shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties, senior officials of Landlord and Tenant who have the authority to bind their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. This right of the Tenant to the use of alternative methods to attempt to resolve a dispute is not a waiver of the Tenant’s right to assert sovereign immunity.

13.02 Notice to Landlord. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease and to any ground lessor, mortgagee or beneficiary under any Security Document encumbering the Property whose name and address have been furnished to Tenant. Landlord will not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant’s notice. If Landlord (mortgagee or beneficiary) cannot perform any of its obligations due to events beyond its reasonable control, the time provided for such performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord’s reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and ~~l~~egal requirements. In the event that the breach or noncompliance continues to be evidenced sixty (60) days beyond the date of the written notice, Tenant may either: (1) Immediately terminate the Lease without additional written notice; or, (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.

**ARTICLE 14 – PROTECTION OF LENDERS AND OWNERS**

14.01 Subordination. Tenant agrees that this Lease and the rights of Tenant here under shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, “Security Documents”) which now or hereafter constitute a lien upon or affect the Property, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord’s estate or interest in the Property by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor in interest to Landlord.

14.02 Non-Disturbance and Attornment. Provided that Tenant’s occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord’s, or interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord’s interest in the Property and to recognize such transferee as the new Landlord under this Lease.

**ARTICLE 15 – TERMINATION**

15.01 Montgomery City Clause. In the event the State of Alabama or an entity thereof constructs, purchases, or expands an office building in the City of Montgomery for occupancy by Tenant, or in the event existing State-owned office space becomes available in the City of Montgomery for occupancy by Tenant, the Tenant may cancel this Lease by giving written notice to Landlord of no less than six (6) months.

15.02 Cancellation Clause. It is expressly understood and agreed by the parties hereto that the Tenant shall have the option to terminate this Lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to the Tenant to make rental payments for the ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this Lease is to be made, the Lease will be subject to termination at the option of the Tenant.

15.03 Early Termination. This Lease may be terminated by the Tenant in accordance with this clause, in whole, or from time to time in part, whenever the Tenant shall determine that such termination is in the best interest of the State as determined by the Director of Finance in his sole discretion. The Tenant shall provide the Landlord a minimum \_\_\_\_ (00) days’ notification prior to the termination. The Tenant will pay the portion of unamortized tenant improvements and commissions associated with the remaining Lease term, defined in Exhibit B. However, the Landlord shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.  No rent shall accrue after the effective date of termination.

15.04 Unamortized Tenant Improvement Costs. INTENTIONALLY OMITTED or Upon early Termination, Tenant will pay Landlord any unamortized portions of Tenant Improvements herein Exhibit B, that meet the following criteria: (a) Custom improvements required for Tenant’s use that are not usable by a successor tenant; (b) The fixed or maximum value of the Tenant Improvements must be stated; (c) The method of calculating payments for unamortized Tenant Improvements cost must be stated; (d) The amortization period should be limited to five (5) years; (e) The Tenant’s obligations to pay for unamortized Tenant Improvement costs is not applied to terminations resulting from non-appropriation of funds, proration, or relocation to fill vacant space in state-owned buildings; (f) The Tenant is only obligated to pay for unamortized Tenant Improvement costs for that portion of the amortization period during which the demised Premises remains vacant; (g) Tenant’s obligation to pay for unamortized Tenant Improvement costs should exist only if the Landlord is making a reasonable effort to re-lease the vacant Premises; and (h) Tenant’s obligation to pay for unamortized Tenant Improvement costs cannot create a debt of the State in violation of Section 213, official Recompilation of the Constitution of Alabama of 1901, as amended.

15.05 Landlord’s Registration with the Secretary of State. Pursuant to Code of Alabama Title 10A, Alabama Business and Nonprofit Entities Code, corporations, limited partnerships, limited liability companies, professional associations, employee cooperative corporations, and real estate investment trusts formed in Alabama are “domestic” entities and their existence is recorded with the Secretary of State. Such entities formed and existing under the laws of a jurisdiction other than the State of Alabama are “foreign entities” and in in order to transact business in Alabama must register with the Secretary of State. If the Landlord or its successors are not found on the Alabama’s Secretary of State’s website, this failure will constitute an Event of Default by the Landlord and subject to Tenant’s right to terminate the Lease, with no further financial obligations. Landlord has included a Business Entity Record Certificate from the Secretary of State’s website in Exhibit D.

15.06 Lease Termination Invoicing.Upon lease termination, credits and applicable invoices for payments due shall be adjusted to the date of Lease termination and shall be submitted within ninety (90) days after the Lease termination date. Invoices submitted more than ninety (90) days after Lease termination shall not be honored.

15.07 Event of Default by Landlord. Each of the following is an “Event of Default” by Landlord”: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such thirty (30) day period and thereafter to diligently pursue such cure to completion but no later than sixty (60) days and (b) any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on date made.

15.08 Remedies of Tenant.Upon occurrence of an Event of Default by the Landlord, Tenant has the remedies available to Tenant at law or in equity. Tenant shall have the right to terminate this Lease by giving Landlord a written Notice of Termination. Upon the Expiration Date, this Lease comes to an end. Landlord shall remain liable for any breach of Landlord’s obligations under this Lease occurring before such Expiration Date. Any and all of Tenant’s obligations will terminate.

**ARTICLE 16 – MISCELLANEOUS PROVISIONS**

16.01 Immigration Laws. Pursuant to Alabama Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16.02 Not a Debt of the State. Under no circumstances shall the commitment under this Lease constitute a debt to the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment No. XXVI. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the Term of this Lease, the Tenant’s commitments under this Lease are payable solely from amounts appropriated by the Alabama Legislature for the Tenant as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year. The Landlord’s sole remedy for the settlement of any and all disputes arising under the terms of this Lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

16.03 Nondiscrimination in Employment.The Landlord agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor may they be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of the Contract with the State or in employment practices of the State’s contractors. Accordingly, Landlord shall, upon request, be required to show proof of nondiscrimination and to post in conspicuous places, available to all employees and applicants, notice of disclosure.

16.04 Brokers.

Tenant Broker:       Landlord Broker

Option 1 – Brokers by both Parties

Except for \_\_\_\_\_\_\_,which has been retained by Tenant, Landlord agrees to pay a commission based solely in connection with this original Lease Term, and \_\_\_\_\_\_ which has been retained by Landlord and with whom Landlord has a separate agreement. The parties represent and warrant to the other that they have not dealt with any other brokers, agents, finders or other parties in connection with this original Lease Term. Except as described in the preceding sentence, each party hereby warrants and represents to each other that no other person or entity can properly claim a right to a commission, broker’s fee or other compensation based on contracts or understandings between such Tenant and Landlord. Landlord agrees to indemnify and hold harmless the Tenant from any claim, demand, cost or liability, including, without limitation, attorney’s fees and expenses, asserted by any party pertaining to commissions.

Option 2 –  Tenant has no broker. LL does.

Tenant has not retained brokerage services pertaining to this original Lease Term.  \_\_ has been retained by Landlord and with whom Landlord has a separate agreement. The parties represent and warrant to the other that they have not dealt with any other brokers, agents, finders or other parties in connection with this original Lease Term. Except as described in the preceding sentence, each party hereby warrants and represents to each other that no other person or entity can properly claim a right to a commission, broker’s fee or other compensation based on contracts or understandings between such Tenant and Landlord. Landlord agrees to indemnify and hold harmless the Tenant from any claim, demand, cost or liability, including, without limitation, attorney’s fees and expenses, asserted by any party pertaining to commissions.

Option 3 – Tenant has broker, LL does NOT.

Except for \_\_\_\_\_\_\_,which has been retained by Tenant, Landlord agrees to pay a commission based solely in connection with this original Lease Term. Landlord has not retained brokerage services pertaining to this original Lease Term. The parties represent and warrant to the other that they have not dealt with any other brokers, agents, finders or other parties in connection with this original Lease Term. Except as described in the preceding sentence, each party hereby warrants and represents to each other that no other person or entity can properly claim a right to a commission, broker’s fee or other compensation based on contracts or understandings between such Tenant and Landlord. Landlord agrees to indemnify and hold harmless the Tenant from any claim, demand, cost or liability, including, without limitation, attorney’s fees and expenses, asserted by any party pertaining to commissions.

Option 4 – No Brokers

The parties represent and warrant to the other that they have not dealt with any other brokers, agents, finders or other parties in connection with this original Lease Term. Except as described in the preceding sentence, each party hereby warrants and represents to each other that no other person or entity can properly claim a right to a commission, broker’s fee or other compensation based on contracts or understandings between such Tenant and Landlord. Landlord agrees to indemnify and hold harmless the Tenant from any claim, demand, cost or liability, including, without limitation, attorney’s fees and expenses, asserted by any party pertaining to commissions.

16.05   Rent Payments. Any additional, applicable, expenses, costs, Maintenance Repairs, Improvements or Capital Expenditures that may arise during the Lease Term and any Extensions thereafter shall be agreed to by both Landlord and Tenant. Any additional, applicable, expenses incurred during the Occupancy Period by Tenant will require an Amendment between Landlord and Tenant to establish terms and provide supporting documentation that may be required by the Code of Alabama 1975.

16.06 Severability. If any provision of this Lease shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the Lease Term, be enacted, then that conflicting provision in the Lease shall be deemed null and void.

16.07 Exemption. The Tenant notwithstanding any provision of this Lease, incorporations or amendments hereto, does not release or waive, expressly or implied its right to assert sovereign immunity or any other affirmative defense right it may have under law.

16.08 Interpretation. For the purposes of this Lease, (a) the word “or” is not exclusive; and (b) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Lease as a whole. Unless the context otherwise requires, references herein; (a) to subsections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Lease; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Lease to the same extent as if they were set forth verbatim herein. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

16.09 Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between Landlord and Tenant pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties.

16.10 Notices. All notices, demands or communications required or permitted under this Lease (the “Notices”) shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address set forth in Article 1 of this Lease. Notices to Landlord shall be delivered to the address set forth on Article 1 of the Lease. Notices shall be effective on the date of delivery.

16.11 Waivers. Any waiver, to be effective, must be in writing and signed by the waiving party. Landlord’s failure to enforce any provision of this Lease or its acceptance of Rent is not a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord.

16.12 Binding Effect; Choice of Law. This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant’s successor unless the rights or interests of Tenant’s successor are acquired in accordance with the terms of this Lease. All provisions of this Lease must be construed as covenants running with the land. This Lease shall be governed by the laws of the State of Alabama.

16.13 Survival. The representations and warranties set forth herein, and the obligations and covenants of this Lease, survive the termination of this Agreement.

16.14 Time is of Essence. Time is of essence to this Lease and to each of its provisions.

16.15 Additional Provisions. The Exhibits, Addendums and riders, if any, attached hereto, are incorporated herein by reference.

16.16 No Agreement until Signed. No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease has received all requisite signatures.

***SIGNATURE PAGE FOLLOWS***

**SIGNATURE PAGE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LANDLORD:** | |  | **APPROVED:** | |
|  | |  |  | |
| Name | |  |  | |
|  | |  |  | |
|  |  |  |  | |
| Name |  |  | Kay Ivey, Governor |  |
| Title | / / |  | State of Alabama | / / |
|  | date |  |  | date |
|  | |  |  | |
|  | |  | Kelly Butler, Finance Director | |
|  | |  | Alabama Department of Finance | / / |
|  | |  |  | date |
|  | |  |  | |
|  |  |  | **APPROVED AS TO FORM:** | |
|  |  |  |  | |
|  |  |  | Tamara Pharrams, Associate Counsel | |
|  |  |  | AL Dept. of Finance, Legal Division | / / |
|  |  |  |  | date |
|  | |  |  | |
|  | |  | Mickey Allen, Assistant Finance Director | |
|  | |  | Real Property Management | / / |
|  | |  |  | date |
|  | |  |  |  |
|  | |  | Tara D. Sallee, Real Estate Specialist |  |
|  | |  | Division of Leasing Mgmt. | / / |
|  | |  |  | date |
|  | |  | **TENANT:** |  |
|  | |  |  |  |
|  | |  | ALABAMA DEPARTMENT OF |  |
|  | |  |  |  |
| Received: Received: | |  |  | |
|  | |  | Name |  |
|  | |  | Title | / / |
|  | |  |  | date |
|  | |  |  |  |
|  | |  |  | |
|  | |  | Name (Legal Counsel) |  |
|  | |  | Title | / / |
|  | |  |  | date |
|  | |

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY, SITE PLAN, PARKING, FLOOR PLAN

Legal Description: Per legal counsel, this should be included by Landlord, not the Tenant.

Parcel #:

EXAMPLE:



EXHIBIT B

TENANT IMPROVEMENTS

TI: Must include itemized list, costs, fees and calculations for the Lease.

Early Termination Penalty: Unamortized TI’s and Tenant Broker Commissions to be defined.

EXHIBIT C

EXTENSION TERM

(a) Provided that as of the time of the giving of the Extension Notice and the Commencement Date of the Extension Term (as such terms are define below), the Tenant, its Tenant Affiliate, or assignee, shall be deemed for the purposes of this Exhibit C to be the Tenant originally named herein, shall have the right to extend the Lease Term for an additional term of one (1**)** 3-year term (such additional term is hereinafter called the “Extension Term”) commencing on the day following the expiration of the initial Lease Term or at such date after Holding Over has commenced (hereinafter referred to as the “Commencement Date of the Extension Term”). Tenant must give Landlord written notice (hereinafter called the “Extension Notice”) of its election to extend the Lease Term at least six (6) months, prior to the scheduled expiration date of the Lease Term and subsequent Extension Term.

(b) The Extension Term Lease Rate will not include previous Tenant Improvements, Commissions, or interest rates associated with Tenant Improvements or Commissions, that were built into the initial Rent.

(c) Landlord shall, at Tenant’s option, refurbish or improve the Premises for the First Extension Term by repainting the interior of the Premises and provide new carpet at Landlord’s sole cost and expense. Any other improvements to the Premises shall be negotiated between Landlord and Tenant prior to the First Extension Notice of the Lease Term or First Extension Term. Landlord will not unreasonable delay improvements and will complete improvements within thirty (30) days prior to the commencement of the First Extension Term.

(d) If the Lease is extended for the Extension Term(s), an amendment to the Lease shall be prepared and executed by all parties confirming the extension of the Lease Term, the Lease Rate and the other terms and conditions applicable thereto.

EXHIBIT D

SECRETARY OF STATE, BUSINESS ENTITY RECORD CERTIFICATE

http://arc-sos.state.al.us/CGI/CORPNAME.MBR/INPUT

Once Landlord has registered and has been approved through VSS, Landlord will be eligible to receive rental payments through the Comptroller’s Office. STAARS Vendor Self Service (VSS) allows vendors to register an account to do business with the State of Alabama. The Landlord will register at:

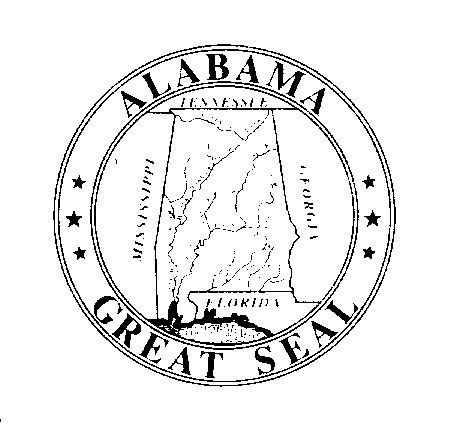
<https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>

EXHIBIT E

STATE OF ALABAMA

Disclosure Statement

(Required by Act 2001-955)



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ENTITY COMPLETING FORM |  |  | | |
|  |  |  | | |
| ADDRESS |  |  | | |
|  |  |  |  | TELEPHONE NUMBER |
| CITY, STATE, ZIP |  |  |  | (     )      - |
|  |  |

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

|  |
| --- |
|  |

ADDRESS

|  |
| --- |
|  |

CITY, STATE ZIP TELEPHONE NUMBER

|  |  |  |
| --- | --- | --- |
|  |  | (     )      - |
|  |

This Form is provided with:

|  |
| --- |
|  |

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

If yes, identify below the State Agency/Department that received the Goods or Services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| STATE AGENCY/DEPARTMENT |  | TYPE OF GOODS/SERVICES |  | AMOUNT RECEIVED |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Have you or any of your partners, divisions or any related business units previously applied and receive any grants from any State Agency/Department in the current or last fiscal year?

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| STATE AGENCY/DEPARTMENT |  | DATE GRANT AWARDED |  | AMOUNT OF GRANT |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

***OVER***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| NAME OF PUBLIC OFFICIAL/EMPLOYEE |  | | ADDRESS |  | | STATE DEPARTMENT/AGENCY | |
|  |  |  | | |  | |  |
|  |  |  | | |  | |  |
|  |  |  | | |  | |  |
|  |  |  | | |  | |  |

EXHIBIT E (CONTINUED)

1. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of our employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| NAME OF FAMILY MEMBER |  | ADDRESS |  | NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE |  | STATE DEPARTMENT/ AGENCY WHERE EMPLOYED |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

If you identified individuals in items on and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

|  |
| --- |
|  |

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

|  |
| --- |
|  |

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

|  |  |  |
| --- | --- | --- |
| NAME OF PAID CONSULTANT/LOBBYIST |  | ADDRESS |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00 is applied for knowingly providing incorrect or misleading information.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Signature |  | Date |  |  |
|  |  |  |  |  |
| Notary’s Signature |  | Date |  | Date Notary Expires |

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.*

EXHIBIT F

LANDLORD RULES AND REGULATIONS