

*A handbook designed to assist State Agencies, Boards and Commissions,  
and Building Owners in the day-to-day operation of leased facilities*

# Operation of Leased Facilities



## Handbook



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## PREFACE

The Division of Property Development has prepared this handbook to assist state agencies, Boards, and Commissions, and building owners, in the day-to-day operation of leased facilities. This handbook is intended to be used in conjunction with your state Lease. This handbook does not follow the format of the Lease. Instead, it is organized by topic and designed to assist you in understanding your role and responsibilities under the Lease.

Each leased facility has unique issues related to its operation and maintenance that require independent judgment and interpretation. This handbook may assist you in your efforts. **This handbook does not create any rights, responsibilities, or liabilities of either party (Landlord or Tenant). A fully executed Lease agreement is the legally binding document that establishes the legal relationship between the parties.**

## INTRODUCTION

The Department of General Administration was granted authority to “purchase, lease, lease purchase, rent, or otherwise acquire all real estate, improved or unimproved, on behalf of elected state officials, institutions, departments, commissions, boards, and other state agencies . . .” (RCW 43.82.010). The Department of General Administration, however, has the authority to delegate part or all of this leasing responsibility. In such case, the delegated entity must comply with all applicable statutorily mandated processes and procedures. With the state currently leasing approximately 11 million square feet of office and warehouse space throughout Washington, a strong need exists to facilitate day-to-day management of leased space.

## PURPOSE

The purpose of this handbook is to give you the tools necessary to determine the relationship between you (Lessee) and the owner (Lessor) of the property as defined by the state Lease. This handbook will, when applicable, direct you to the paragraph(s) in the Lease that relate to the building issue at hand and assist and guide you in carrying out your responsibilities.



## HELPFUL HINTS

**Parties.** Every state Lease consists of a “Lessor” who is the owner of the leased facility, and a “Lessee” who is the state’s tenant agency. In other words, the Lessor is the Landlord and the Lessee is the Tenant.

**State Lease.** A legal document between a Lessor and Lessee. Insert your agency’s fully executed state Lease under Appendix A.

**Quick Reference Checklist.** The Quick Reference Checklist, found under Appendix B, was developed to assist you in sorting out who (Lessor or Lessee) has responsibility for performing what tasks (key elements). The agency representative and the building owner should work together to augment this document with details specific to the leased property.

**Executive Lease Summary.** This form summarizes key leasing elements of your Lease and can be found under Appendix C. Complete this form in conjunction with your state Lease.

**Facility Planner.** Your agency’s “Facility Planner” may need to be informed of any communication you may have with the Lessor or Lessor’s representative. If you ever have any questions regarding your leased facility, first contact the Facility Planner. (Every agency has its own title for the employee who is responsible for overseeing the leasing function.) Contact the “Facility Planner” if you ever have questions regarding your leased facility. The *Quick Reference Checklist* (Appendix B) allows each agency to determine when it is appropriate to consult with your “Facility Planner.”

**Contacts.** To determine whether you are required to contact the Lessor directly or the Lessor’s representative, refer to the “*Lessor’s Contact Sheet*”. Likewise, the Landlord needs to have one point of tenant contact, so that “calls” from several employees of a tenant agency is avoided. This means there should be one contact and one backup contact person per building. (Refer to Appendix D – *Lessor’s Contact Sheet*.)

**Janitorial Specifications** are standards developed by Department of General Administration Facilities Management Division and used as standards for cleaning leased office space. When the Lessor is responsible for providing janitorial services, this document is incorporated into the Lease as an Exhibit J. (Refer to Appendix E.)

**Facility Repair & Maintenance Request.** Complete this form and submit to the Lessor when repair or maintenance of the leased facility is needed. Utilize this form to also convey any problems the agency is experiencing with respect to maintenance and janitorial services. Keep a copy for your records. (Refer to Appendix F).



## KEY ELEMENTS

1. **Janitorial.**
  - a. Refer to the **Expenses** paragraph of the Lease to determine who is responsible for providing janitorial service and what that service entails.
  - b. The Janitorial Specifications worksheet (Appendix E) should be completed jointly by you and the Lessor. Post a copy of the current month's worksheet in a conspicuous location and verify that janitorial services are performed as scheduled. See Appendix D for further instruction. Note: window-cleaning responsibility is negotiated between you and the Landlord unless it is specifically spelled out in your Lease.
  - c. You should always know the name and telephone number of the janitorial service provider.
  - d. To assist the janitor(s), we suggest that all desks and tabletops be cleaned off nightly so that proper dusting and cleaning can be accomplished, if applicable.
  - e. When the Lessor is responsible for providing janitorial service, and you have a complaint about the janitorial service, contact the Lessor or Lessor's designee so appropriate corrective action can be taken. We discourage you from contacting the Lessor for a one-time incident such as a garbage can wasn't emptied or a light bulb wasn't changed. A simple reminder note to the janitor will most likely remedy the problem.
  - f. When the Lessee is responsible for providing its own janitorial service and you have a complaint about the janitorial service, contact your janitorial service provider directly. A copy of the janitorial specifications and/or contract with the janitorial service provider should be provided to the Lessor.
  
2. **Carpets.**
  - a. Refer to the **Expenses and Maintenance and Repair** paragraphs of the lease to determine who is responsible for cleaning, maintaining, and repairing carpets.
  - b. If responsibility for janitorial services rests with you (Lessee),
    - (1) determine what method of cleaning is appropriate (i.e., deep steam shampoo, surface shampoo, chemical cleaning, etc.) by consulting the Lessor, and
    - (2) schedule regular professional carpet cleaning as to maintain in accordance with the carpet manufacturer specifications. It is also helpful to have a program in place to handle "spot" spills such as coffee, soda, etc.



- c. If the Lessor is responsible for janitorial service, contact the Lessor or Lessor's designee to work out a cleaning schedule. Be specific about how often the carpet cleaning will take place (i.e., monthly, quarterly, etc.).
- d. If carpet is damaged during the course of business, the Lessee is responsible for the cost of repair associated with the damage. Some Lessors strongly encourage Lessees to use chair pads to prevent carpet damage.
- e. If carpet damage is caused by defects in manufacturing and/or installation, the Lessor is responsible for the carpet repair and costs associated with the repair. It is your responsibility for informing the Lessor that the carpet is faulty/damaged. (However, if you are unable to make this determination, contact DRES for assistance.)

### 3. **Heating, Ventilation, Air Conditioning (HVAC).**

- a. Refer to the **Maintenance and Repair** paragraph of the Lease. Almost all state Lease documents requires the Lessor to maintain and repair the HVAC system.
- b. HVAC service is generally provided Monday through Friday from 6:30 AM to 6:00 PM and not provided on Saturdays, Sundays and Holidays. If the nature of your business requires otherwise, contact the Lessor.
- c. If you are experiencing temperature and/or indoor air quality problems, determine: Which areas are being affected. How long has the problem been occurring? Who specifically is being affected? Who is the central point of contact for the owner and HVAC vendor to contact? Once the Lessor is notified, prompt service should be provided to remedy the problem(s).
- d. NOTE: Every HVAC system is different and every office building is different. As a general rule of thumb, the HVAC system is meeting the Leased Office Space Specification Requirements and the Washington State Energy Code when temperature is maintained between 68 and 72 degrees Fahrenheit.

Keep in mind that it is not uncommon for one person to feel warm or cold and another comfortable in the same area. Every effort should be made to provide comfort to individuals, however, the HVAC system has limits and the Lessor is not required to make further modifications to the system if it is performing within its specifications.

The Lessor is typically not responsible for correcting HVAC problems that are due to the tenants installation of additional heat generating equipment or if the leased space has been modified to cause air flow to change. If significant changes to the space are required, contact your Facilities Planner who will work with General Administration and the Lessor.



#### 4. **Utilities.**

- a. Refer to the **Expenses** paragraph of the Lease to determine who is financially responsible for the cost of utilities. In an effort to help conserve energy, we encourage instituting the following conservation guidelines:
- Maintain building temperatures during operating hours in the heating and cooling seasons at a minimum degree, but provide comfort levels for maximum productivity.
  - Maintain lighting in public areas at an adequate and appealing level.
  - Minimize overtime operation of building HVAC systems.
  - Turn off all lights within offices at the close of each business day and anytime an individual office is not in use.
  - Minimize lighting after business hours except while cleaning staff is working within the space.
  - Switch off all electrical equipment when not in actual use.
  - Decrease overhead lighting levels and implement task lighting layouts.
  - Keep all ventilation units free from obstruction of any kind.

#### 5. **Plumbing.**

- a. Refer to the **Maintenance and Repair** paragraph of the Lease. Again, most state Leases require the Lessor maintain the plumbing.
- b. Leaks. Shut off water to prevent further damage. (Determining where the shut off valve is located is a good idea.) Call the Lessor or Lessor's designee immediately.
- c. Plugs/Clogged Lines. Drains and toilets plugged by Lessee or its invitees, customers, or vendors, are the Lessee's responsibility. If there is a problem with the plumbing lines, contact the Lessor or Lessor's designee.
- d. Fire Sprinklers. In an emergency, contact the local fire department. If it is not an emergency, contact the Lessor or Lessor's designee.
- e. Drinking Fountain. If adjustments are required, contact the Lessor or Lessor's designee.
- f. Main Line. Call the Lessor or Lessor's designee.





6. **Electrical.**

- a. Refer to the **Maintenance and Repair** paragraph of the Lease. State Leases require that the Lessor maintain and repair electrical systems.
- b. Electrical Room. You should know where the electrical room is located. Determine the correct procedure for correcting tripped breakers, safety features, setting time clocks (if applicable) by consulting with the Lessor or Lessor's Designee. **Note: It is a violation of the fire code to store janitorial supplies in the electrical room.**
- c. Extension Cords. If extension cords must be used, they must be grounded, meaning the plug has three prongs and not be more than six feet in length; Extension cords must not be stretched across the floor; taped down to the floor; and **never** be used on a permanent basis.
- d. Power Strip/Surge Protectors. If power strips and surge protectors are used, they must be plugged directly into a power outlet, NOT an extension cord. Never put more than one power strip into any one outlet.
- e. Outage. Contact the local Power Company if a power outage is caused by factors outside yours and the Lessor's control. Contact the Lessor or Lessor's designee if an outage is caused by faulty wiring or faulty equipment.

7. **Lighting.**

- a. Refer to the **Maintenance and Repair** and/or **Expenses** paragraphs of the Lease and the Janitorial Specifications. The Lease will specify who is responsible for purchasing light bulbs, tubes, ballasts, and starters.
- b. Installation of bulbs or tubes is usually done by the janitorial service provider or the Lessor.

8. **Telephone/Data.**

- a. Reference to telephone and data installation are not addressed in the Lease. However, telephone/data installation is typically the responsibility of the Lessee. Work with your Facility Planner to coordinate installation.
- b. Removal of telephone and data lines/wiring is typically the responsibility of the Lessee, unless previously agreed otherwise by the Lessor and Lessee.
- c. Removing telephone/computer/data lines should be coordinated with the Lessor.



9. **Roof.**

- a. Refer to the **Maintenance and Repair** paragraph of the Lease. State Leases require that the Lessor maintain and repair the roof.
- b. Leaks. If a roof leak occurs, contact the Lessor or Lessor's designee immediately. If the leak is over water-sensitive equipment and/or important documents, move the equipment and documents.
- c. Equipment Installation. Do NOT install any type of equipment or object on the roof without contacting your agency's Facility Planner and obtaining the Lessor's written permission. This will prevent roof warranty problems.

10. **Landscape Maintenance.**

- a. Refer to the **Maintenance and Repair** paragraph of the Lease. The Lessor is usually required to perform landscape maintenance.
- b. Any problems associated with landscape maintenance, lack of maintenance, irrigation sprinkling, sprinkler head, etc., should be directed to the Lessor or Lessor's designee. As a matter of practice, irrigation sprinkling occurs between the hours of midnight and 6:00 AM.

11. **Porches/Stairways/ Sidewalks/Parking Lots.**

- a. Under the **Maintenance and Repair** paragraph of the Lease, porches, stairways, sidewalks and the parking lot are the responsibility of the Lessor. Problems associated with the same should be referred to the Lessor or Lessor's designee.
- b. Under Washington law, the Lessor has the duty to exercise reasonable care in maintaining these areas in a safe condition. This includes the duty to exercise reasonable care in keeping them free from dangerous accumulations of snow and ice.
- c. PROVISIO – Allocation of Maintenance and Repair responsibilities determines potential liability. Any questions should be addressed to the Real Estate Group Manager.

12. **Elevator Service.**

- a. Refer to **Maintenance and Repair** paragraph of your Lease. State Leases require that the Lessor maintain and repair elevators.
- b. Elevators are generally in service 24 hours a day. Occasionally, after hours operation requires special arrangements to be made with the Lessor. In the event



the elevator is not operating properly, contact Lessor or Lessor's designee so that a technician can be immediately dispatched.

13. **Graffiti/Vandalism.**

- a. Pursuant to the **Reimbursement for Damage to Premises** paragraph of the Lease, Lessee is not responsible for Graffiti or vandalism unless it is caused by the negligence of Lessee, its employees, clients and agents.
- b. If the graffiti/vandalism is specifically directed at the Lessee, removal will be the Lessee's responsibility. If it is general in nature, the Lessor is responsible for removal. In either event, removal and/or repairs shall be done in a timely manner.

14. **Remodel Requests.**

- a. Refer to the **Alterations/Improvements** paragraph of the Lease. This provision is included in almost every Lease. It provides for the Lessee to request alteration or improvements to its leased space. **Contact your Facility Planner** before making contact with the Lessor.
- b. When your present space is not adequate or requires alterations or improvements, the Lessee needs to determine what changes are/may be needed. You are required to first determine if your agency has the funds to remodel your space and receive approval to proceed with the remodel.
- c. Once appropriate approval is received to proceed with the alteration/improvement request, contact your agency's Facilities Coordinator so that s/he may coordinate an alterations request and submit to DRES's Design Section for appropriate action.

15. **Pest Control.**

- a. Pests include, but are not limited to, fleas, silver fish, flies, mice, rates, carpenter ants, moister ants, termites, etc.
- b. Under the **Maintenance and Repair** paragraph of the Lease, the Lessor must maintain the premises in tenantable condition.
- c. The Lessor is responsible for pest control when pests are present because of the building , (e.g. leaky windows, holes in building, garbage dumpster location, etc.). Pest control of "hosted" pests is the Lessee's responsibility. Hosted pests are those which are due to activities of the Lessee.



16. **Windows.**

- a. In general, the Lessor is responsible for repairing windows if the breakage occurs from outside of the building, caused by defective material, or from the building settling. The Lessee is responsible for the cost of the window repair if breakage is caused by the Lessee or its invitees, customers, or vendors.

17. **Building Access.**

- a. **Locking and Unlocking.** In a single agency building, the Lessee is responsible for locking and unlocking the building doors and determining the hours the doors are to remain unlocked.
- b. In multi-tenant buildings, the Lessor and Lessees should work cooperatively to determine hours the doors are to remain unlocked and who is responsible for unlocking and locking doors.
- c. If the Lessee has a cardkey access system, Lessor shall be provided a number of the access code in case after hours maintenance or emergencies should arise.
- d. Provide access keys or cards to the Lessor. Obtain permission from the Lessor if re-keying should become necessary. Provide the Lessor with a master key(s).

18. **Security Systems.**

- a. *Fire Alarm.* Call the Lessor or Lessor's designee if you have any problems with the fire alarm system.
- b. *Security/Burglar Alarm.* Security/burglar alarm systems installed by the Lessee are the responsibility of the Lessee. Installation must comply with the Lessor's building wiring policy. Notify Lessor immediately if the facility has been broken into s/he can assess for building damage or disable building access. It is strongly recommended that the Lessee provide a 24-hour building contact for emergency purposes. Security/burglar alarm systems provided by the Lessor are the responsibility of the Lessor.

19. **Flags.**

- a. In cases where flag poles are provided, flag purchase, raising and lowering of the flag(s) is the Lessee's responsibility. The maintenance of the flag pole is the Lessor's responsibility.



## CONCLUSION

We know this handbook doesn't address every possible scenario in the world of leasing, but we hope it's a good beginning to facilitate open and regular communication between the Lessor and Lessee. As each of us gain more experience working together, we will undoubtedly have suggestions for improving this handbook. We suggest that the process for making changes include submitting written comments and/or questions to:

Division of Real Estate Services  
Attn: Leasing  
PO Box 41015  
Olympia, Washington 98504-1015

The author would like to acknowledge and thank the **Developers' Council** for being the impetus for developing this handbook. We would also like to thank the following people for their help: **Tim Nelson**, Regency Group, Inc.; **Pat Rants**, The Rants Group; **Brad McKinley**, Vine Street Group; **Brent McKinley**, Vine Street Group; **John Drebeck**, Drebeck Investments; **Fran Huntington**, Department of Ecology; **Karen Schultz**, Department of Transportation, **John Tyson** and **Willah Pope**, Department of Social and Health Services; **Margie Smitch**, Assistant Attorney General for General Administration; **Viet La**, **Guy Winkelman**, and **Donna Roland**, Division of Real Estate Services



## Appendix A STATE LEASE

*Insert your fully executed state Lease and any Amendments for future reference. Replace your document(s) at each Lease renewal.*



## Appendix B

### QUICK REFERENCE – CHECKLIST



### QUICK REFERENCE - CHECKLIST

**Instruction:** (1) Refer to your Lease and any amendment to the Lease when completing this Checklist. Work with the building owner to complete this document. (2) Under the first column, a list of “Key Elements” has been compiled as presented in this handbook. The blank spaces have been provided for other issues you may want to address. (3) The “Provision” column directs you to the paragraph in the Lease that discusses the key element. (4) In the “Responsible Party” column, fill in the appropriate party (Lessor or Lessee) that the Lease dictates to be responsible. (5) Check “Yes” or “No” if your agency’s Facility Planner should be included in the discussion. (Complete this part with your Facility Planner.)

KEY ELEMENTS	PARAGRAPH	RESPONSIBLE PARTY	FACILITY PLANNER
1. Janitorial	Expenses		Y_____ N_____
2. Carpets	Expenses, Maintenance & Repair		Y_____ N_____
3. HVAC	Maintenance & Repair		Y_____ N_____
4. Utilities	Expenses		Y_____ N_____
5. Plumbing	Maintenance & Repair		Y_____ N_____
6. Electrical	Maintenance & Repair		Y_____ N_____
7. Lighting	Maintenance & Repair		Y_____ N_____
8. Telephone/Data	N/A	Typically the Lessee’s responsibility	Y_____ N_____
9. Roof	Maintenance & Repair		Y_____ N_____
10. Landscape Maintenance	Maintenance & Repair		Y_____ N_____
11. Porches/Stairways/Sidewalks/Parking Lots	Maintenance & Repair		Y_____ N_____
12. Elevator Service	Maintenance & Repair		Y_____ N_____
13. Graffiti/ Vandalism	N/A		Y_____ N_____





14. Remodel Requests	Alterations/ Improvements		Y_____ N_____
<b>KEY ELEMENTS</b>	<b>PARAGRAPH</b>	<b>RESPONSIBLE PARTY</b>	<b>FACILITY PLANNER</b>
15. Pest Control	Maintenance & Repair	See Key Element 15	Y_____ N_____
16. Windows	Maintenance & Repair	See Key Element 16.	Y_____ N_____
17. Building Access	N/A	See Key Element 17	Y_____ N_____
18. Security System	N/A	See Key Element 18	Y_____ N_____
19. Flags	N/A	See Key Element 19	Y_____ N_____
20.			Y_____ N_____
21.			Y_____ N_____
22.			Y_____ N_____
23.			Y_____ N_____
24.			Y_____ N_____
25.			Y_____ N_____
26.			Y_____ N_____
27.			Y_____ N_____
28.			Y_____ N_____
29.			Y_____ N_____



## Appendix C

# EXECUTIVE LEASE SUMMARY



## Executive Lease Summary

This Executive Lease Summary is for reference purposes only. It is not a part of or an addition to the Lease. Refer to your lease to fill in the blanks.

1. Name of State Agency/ Board or Commission	
2. Agency Contact Person and Phone Number	
3. Agency Back-Up Contact Person and Phone Number	
4. Agency Facility Coordinator and Phone Number	
5. Lease Number (SR&L)	
6. Building Address	
7. Monthly Rent	
8. Lease Term	
9. Lease Square Footage	
10. Number of Parking Stalls	
11. Renewal Requirements	
12. Cancellation Clause	
13. Lessor's Name and Phone Number	
14. Lessor's Address	
15. Lender Notification Requirements (Subordination Agreement)	
16.	



Appendix D  
**LESSOR/LESSEE CONTACT SHEET**



## LESSOR/LESSEE CONTACT SHEET

Please complete and return this form to the Division of Real Estate Services at your earliest convenience.

### **LESSOR:**

1. Lease Number \_\_\_\_\_
2. Address of Property \_\_\_\_\_
3. Lessor's Name and Telephone Number \_\_\_\_\_
4. Contacts for the following services:
  - a. HVAC: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - b. Electrical: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - c. Plumbing: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - d. Windows: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - e. Floor Coverings: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - f. Roof: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
  - g. Building Structure Maintenance  
(walls, foundation, doors, hardware, etc.)  
\_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_

### **LESSEE:**

The following is to be completed by the Agency.

1. Primary Contact Person: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_
2. Backup Contact Person: \_\_\_\_\_ Phone ( \_\_\_ ) \_\_\_\_\_



## Appendix E

# JANITORIAL SPECIFICATIONS



**Appendix F**  
**MAINTENANCE REQUEST / REPORT FORM**