

STATE OF WASHINGTON

AGENCY: _____

DELEGATED STATE RENTAL AGREEMENT FOR-PARKING SPACE

Effective 12/8/2003, 6/9/2005, 10/31/2005

1. This RENTAL AGREEMENT is made and entered into between _____ whose address is _____ for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, _____, hereinafter called the Tenant, acting under a delegation of authority from the Department of Enterprise Services, in accordance with RCW 43.82.010.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Rental Agreement;

WHEREAS, the Landlord and Tenant deem it to be in the best public interest to enter into this Rental Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord hereby rents to the Tenant the following described premises:

Common Street Address:

Approximately _____ **parking** space(s) located at _____.

USE

3. The premises shall be used by the _____ and/or other state agencies for the following purpose(s): **parking for State vehicles.**

TERM

4. This Rental Agreement, which **CANNOT EXCEED ONE YEAR,** shall be effective from _____ through _____.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

_____ \$ _____ per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance; storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with electricity.

MAINTENANCE AND REPAIR

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the negligence of the tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the leased premises. Landlord's maintenance and repair obligations shall include, but not be limited to, the electrical lighting (including replacement of ballasts, starters and bulbs as required), sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar leased premises in the area (example: fire, and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

TERMINATION

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination.

ASSIGNMENT/SUBLEASE

9. The Tenant may assign this Rental Agreement or sublet the premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

PAYMENT

10. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

DISASTER

12. In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord neglects and/or refuses to

restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

13. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with RCW 43.82.010. Any amendment or modification of this Lease must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

14. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

BINDING AUTHORITY

15. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, _____, unless signed by the Tenant's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

CAPTIONS

17. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

18. Wherever in this Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD: _____

TENANT: _____

AND: Department of Enterprise Services

Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties subscribe their names.

LANDLORD:

TENANT:

By: _____

State of Washington, (Agency name)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Approval on File
Assistant Attorney General

Date: December 8, 2003