

INSTRUCTIONS FOR CREATING SUPPLEMENTAL LEASE REQUIREMENTS FOR FEMA DISASTER LEASES

ALL INSTRUCTIONS FOR CREATING THESE DOCUMENTS ARE TYPED IN BLUE HIDDEN TEXT. YOU SHOULD WORK WITH THE HIDDEN TEXT SHOWN, EXCEPT WHEN PRINTING THE FINISHED DOCUMENT.

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE TEMPLATES ARE LOCATED ON THE OFFICE OF LEASING GOOGLE SITE OR G-REX.

HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

- 1. CLICK ON THE FILE TAB AT THE TOP LEFT OF THE COMPUTER SCREEN.**
- 2. CLICK ON “OPTIONS” AT THE LEFT OF THE SCREEN, NEAR THE BOTTOM.**
- 3. CLICK ON “DISPLAY” IN THE LEFT-HAND COLUMN OF THE SCREEN.**
- 4. IN THE RIGHT-HAND COLUMN, UNDER “ALWAYS SHOW THESE FORMATTING MARKS ON THE SCREEN,”—IF THERE IS NO CHECKMARK IN THE “HIDDEN TEXT” BOX—CLICK ON THE HIDDEN TEXT BOX. NOTE: A CHECKMARK WILL APPEAR IN THE BOX.**
- 5. CLICK ON “OK.” TO CLOSE OUT THE WORD OPTIONS SCREEN.**

TO TURN OFF HIDDEN TEXT: FOLLOW INSTRUCTIONS (1) THRU (5), ABOVE. WHEN YOU CLICK ON THE “HIDDEN TEXT” BOX, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE LEASE.

TO INPUT DATA: IF A PARAGRAPH HAS BOLD RED XS, A DOLLAR SIGN (\$) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (____), INPUT THE REQUIRED INFORMATION.

TO DELETE AND MODIFY PARAGRAPHS – FEMA DISASTER LEASES

FEMA DISASTER LEASES ARE OFTEN NEGOTIATED IN THE FIELD WHERE THE LCO DOES NOT HAVE ACCESS TO PRINTING SERVICES AND MAY INVOLVE MORE MODIFICATIONS THAN IS TYPICAL FOR STANDARD LEASING ACTIONS. WHERE POSSIBLE, THE LCO SHOULD FOLLOW STANDARD MODIFICATION AND DELETION PROCEDURES AND PRINT OUT THE FINAL VERSION FOR SIGNATURE. WHERE NECESSARY THE LCO MAY USE PEN AND INK CHANGES TO MODIFY OR DELETE PARAGRAPHS.

FIELD PARAGRAPH MODIFICATION INSTRUCTIONS:

- 1. USING A BLUE INK PEN, LINE THROUGH THE PARAGRAPH OR TEXT TO BE DELETED.**
- 2. IF ADDING SUBSTITUTE TEXT, INSERT THE TEXT IMMEDIATELY ADJACENT TO THE DELETED TEXT.**
- 3. LCO AND LESSOR INITIALS IMMEDIATELY NEXT TO THE NEW OR DELETED TEXT TO INDICATE ACCEPTANCE OF THE DELETION AND NEW TEXT BY BOTH PARTIES. THESE INITIALS ARE IN ADDITION TO THE INITIALS AT THE BOTTOM OF THE PAGE.**

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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

NOTE: ALL PARAGRAPHS IN SECTION 1 ARE MANDATORY. DO NOT DELETE WITHOUT CONSULTING LEGAL COUNSEL

1.01 DEFINITIONS AND GENERAL TERMS (FEMA LAND) (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Real Property Terms.

1. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
2. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

1.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.04 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

THIS SECTION IS NOT APPLICABLE TO TYPICAL FEMA DISASTER LEASES

THIS SECTION DELETED

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

THIS SECTION IS NOT APPLICABLE TO TYPICAL FEMA DISASTER LEASES

THIS SECTION DELETED

SECTION 4 TENANT IMPROVEMENT (TI) COMPONENTS

THIS SECTION IS NOT APPLICABLE TO TYPICAL FEMA DISASTER LEASES

THIS SECTION DELETED

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**NOTE: DO NOT MODIFY OR DELETE THIS PARAGRAPH WITHOUT RECEIVING WRITTEN APPROVAL FROM THE FEMA LOGISTICS CHIEF.****5.01 IDENTITY VERIFICATION OF PERSONNEL (OCT 2022)**

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with GSA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/HSPD12). This policy requires the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process. The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) or subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return. Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

SECTION 6 ADDITIONAL TERMS AND CONDITIONS**6.01 LAND USE AND ENTITLEMENT (FEMA) (AUG 2017)**

- A. The Government's rights under the Lease for entry, occupation, usage and other rights to the Property extend to all of the following:
1. The Federal Emergency Management Agency (FEMA);

2. Any of the following assisting FEMA and/or the Government in providing disaster relief:
 - a. Any of FEMA's agencies, employees, and/or contractors and their subcontractors;
 - b. Any other Government agency, including, but not limited to, the Army Corps of Engineers (the "Army Corps"), the Department of Housing and Urban Development (HUD), and the General Services Administration ("GSA"), including their employees, agents and/or contractors (and subcontractors), which has been specifically assigned by FEMA the mission of assisting in the construction and establishment of temporary housing for disaster assistance recipients;
 - c. Any private voluntary agency or organization authorized by FEMA to enter the property; and
 - d. Any state government agency, or its employees, contractors or representatives assisting FEMA or other Government agencies and/or independently providing disaster relief.
 3. Disaster assistance recipients granted occupancy of housing units established within the emergency housing facility.
- B. The Government (including FEMA and other entities listed above) are providing disaster relief to victims of _____ which occurred _____ . One type of disaster assistance is temporary housing for disaster assistance recipients. Use of the property shall be for construction and establishment of temporary housing facilities for disaster assistance recipients and the construction of improvements (including, but not limited to utilities, roads or driveways, and trailer pads) as the Government determines necessary and/or expedient in connection with the establishment and operation of temporary housing facilities.

ACTION REQUIRED: INCLUDE THIS PARAGRAPH FOR MOBILE HOUSING SITES. INCLUDE FOR OTHER LAND SITES AS REQUESTED BY FEMA AND MODIFY THE LANGUAGE TO CITE THE INTENDED USAGE OTHER THAN RESIDENTIAL.

6.02 LESSOR'S COVENANT TO GRANT EASEMENTS AND TO COOPERATE (FEMA) (OCT 2020)

The parties acknowledge that the Government's use of the property shall require construction and placement of improvements on the property to permit residential occupancy thereon by disaster assistance recipients. Such use shall also require the installation of sewer, water, electrical utilities, and such other amenities as may be necessary and/or convenient to establish and operate temporary housing facilities. Lessor agrees to reasonably cooperate with the Government in order to accomplish the establishment and operation of the temporary housing facilities, including, where required, securing permits, sign-offs and/or other approvals and government entitlements. Lessor further agrees to grant such easements, rights of way, and other rights of use and or access in and to any portion(s) of Lessor's property (including property not included within the demised premises leased to the Government under this Lease) as may be necessary and/or convenient to accomplish the installation and operation of utilities, roadways for ingress and egress, and other amenities related to the temporary housing facilities, including, but not limited to the grant of a blanket-easement to utility providers and or other service providers. Lessor also agrees to execute such other and further documents, or perform such other acts, as may be necessary to carry out the provisions of this section.

6.03 TAX CONSEQUENCES (FEMA) (AUG 2017)

Lessor agrees that, should any ad valorem or other tax consequence arise from the Government's use of the property, and installation of improvements thereon, Lessor shall bear all responsibility therefore. Lessor acknowledges and agrees that Lessor's obligation under this section is supported by consideration from the Government under this Agreement.

ACTION REQUIRED: INCLUDE THIS PARAGRAPH IF REQUESTED BY FEMA. RECOMMENDED FOR MOBILE HOUSING SITES.

6.04 DUE DILIGENCE INSPECTION PERIOD (FEMA) (AUG 2017)

The Government may enter the property before the commencement date of the Lease to inspect the property and to perform an environmental review. If, within the first thirty days following the commencement date of the Lease, the Government determines, in its sole discretion, that the property is not suitable for its intended purposes or that there are hazardous materials or other materials in or on the property, the Government shall have the right to cancel this Lease by providing written notice to the Lessor, in which case no rental or other payment shall be due and owing. If the Government is unable to perform an inspection and environmental assessment during the first thirty days following the commencement date of the Lease, its right to cancel this Lease as set forth in the preceding sentence shall be extended for fifteen days after it enters the property. Upon termination there shall be no further rights or liabilities on the part of either Lessor or the Government.

6.05 RIGHTS AND OBLIGATIONS (FEMA) (AUG 2017)

All rights, responsibilities and obligations of the Government as Lessee hereunder shall be deemed to be those of FEMA, so that any claim by the Lessor against the Government or other enforcement by the Lessor of any of its rights under the Lease shall be taken by the Lessor against FEMA, and any claim by the Government against the Lessor or other enforcement by the Government of any of its rights under the Lease shall be taken by FEMA. Any communications or notices under the Lease by the Lessor to the Government shall be addressed to the Government point of contact at FEMA set forth above.

ACTION REQUIRED: COMPLETE THIS PARAGRAPH WITH THE REQUESTED INFORMATION IN ORDER TO PROVIDE THE LESSOR WITH THE REQUIRED INFORMATION TO RECEIVE PAYMENT. THE LEASE NUMBER IS THE GSA LEASE NUMBER OBTAINED FROM REXUS. THE

DISASTER NUMBER IS OBTAINED FROM THE REGIONAL OMA DIRECTOR OR FEMA LOG CHIEF. THE 146-0-2 NUMBER IS THE DOCUMENT CONTROL NUMBER FROM THAT FORM.

6.06 FEMA INVOICING INSTRUCTIONS (FEMA) (OCT 2023)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- A. Request for payment on company letterhead
B. Lease Number ()
C. Disaster Number (DR-)
D. 146-0-2 Document Control Number ()
E. An Invoice Number and Date
F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

Notwithstanding the language in GSAR 552.270-31, PROMPT PAYMENT, payment for rent due under the Lease shall follow the process set forth above.

ACTION REQUIRED: INSERT THE APPROPRIATE PRIMARY AND SECONDARY CONTACT INFORMATION BELOW

6.07 FEMA LEASE CONTACT INFORMATION (FEMA) (AUG 2017)

Government points of contact for this lease are:

Primary: , FEMA Logistics Manager
Telephone:
(Office)
(Cell)

Alternate: , GSA Contracting Officer
Telephone:
(Office)
(Cell)

6.08 GENERAL CLAUSE SUBSTITUTIONS (FEMA) (OCT 2023)

The following clauses of GSA 3517, General Clauses, attached to this Lease, are hereby deleted in their entirety and the following is inserted in lieu thereof:

- A. GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020) is replaced with 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) ALTERNATE I (OCT 2018)
B. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018) is replaced with 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013).

ACTION REQUIRED: INCLUDE ANY MODIFICATIONS THAT THE LESSOR WILL MAKE THE SITE READY FOR USE BY FEMA. INSERT THE NUMBER OF DAYS THAT THE LESSOR HAS TO COMPLETE THE IMPROVEMENTS. USE ADDITIONAL PAGES AS NECESSARY.

6.09 LAND IMPROVEMENTS (FEMA) (AUG 2017)

The Lessor shall complete the following improvements within days after occupancy:

- A.
B.
C.

6.10 AUTOMATIC RENEWAL – MONTH TO MONTH (FEMA) (AUG 2017)

If the Government, with the knowledge and consent of Lessor, continues to remain in or on the Property after the expiration of the Lease term, the Government shall become a tenant from month to month, upon the same terms and conditions.

ACTION REQUIRED: ONLY INCLUDE WHEN ANTICIPATING CONDUCTING NON-TRADITIONAL LEASE PHYSICAL ON-SITE TOURS AND INSPECTIONS PER LEASING ALERT LA-21-01.

6.11 PROVISIONAL ACCEPTANCE (FEB 2021)

- A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.
- B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.
- C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.