

GENERAL TERMS OF LEASE
(Government Real and Related Personal Property)

1. TERM - "INVITATION FOR BIDS".

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, its schedule, and the Form of Lease attached thereto; the instruction to Bidders; the general terms of lease set forth herein; and the provisions of the Special Terms of Lease, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening bids.

2. DESCRIPTIONS IN INVITATIONS FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of lease, or claim by lessee for allowance, refund, or deduction from any installment rental payment.

3. CONDITION OF PROPERTY.

The property is offered for lease and will be leased "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such ground will be considered after bids have been opened.

4. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening for the number of calendar days specified in the bid, unless the bid is accepted or rejected by the Government before expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

5. FINANCIAL DATA, REFERENCES.

The bidder shall promptly furnish to the Government, after bid opening, financial data, references, and such other related information as may be requested by the Government.

6. POSSESSION.

The successful bidder agrees to assume possession of the property with 15 calendar days of any written request given by the Government after acceptance of his bid. Should the successful bidder fail to take actual possession within such period, he shall nonetheless be charged with constructive possession commencing at 12:01 a.m.,

local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession. If such possession occurs prior to the date of the formal instrument of lease the successful bidder:

a. Shall pay to the Government for use and occupancy of the property, during the interval from the date of possession to the date of the formal instrument of lease, rental at the same rate stated in his bid.

b. Shall pay all taxes levied or assessed upon such possession, use, or occupancy as distinguished from ownership of the property.

7. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of the formal instrument of lease, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of tenancy.

8. INSURANCE.

The successful bidder shall procure and maintain as his expense during the term of the lease, insurance for the benefit of the Government in such kinds and amounts as may be required by the Government; required insurance shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government; insurance shall be effective as of the date of the formal instrument of lease, whichever occurs first. Information concerning issuance will be furnished by the Office of Administration of the General Services Administration issuing office at the address given in the Invitation for Bids.

9. ANTITRUST LAWS.

The contract of lease made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the proposed use of the property would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

10. INSTRUMENT OF LEASE.

The Government shall within 90 calendar days after acceptance of a bid, or within such longer period as may be agreed upon in writing, present a formal instrument of lease, prepared in accordance with Form of Lease set forth in the Invitation for Bids, and in accordance with the bid which was accepted, to the successful bidder for his execution. After execution by the successful bidder, the instrument shall be promptly executed by the Government and the lessee shall be offered possession of the property if possession was not previously granted.

11. PAYMENT.

Contemporaneously with the delivery of the formal instrument of lease to the successful bidder, after execution by the Government, the successful bidder shall pay to the Government the balance of the first rental installment and furnish evidence of insurance coverage. If possession was assumed by the successful bidder prior to the delivery of the formal instrument of lease, the successful bidder shall pay to the Government, in addition to the sum required in the preceding sentence, an amount determined in accordance with 6a, above.

12. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by successful bidder in the performance of the contract of lease created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may

have under the bid or contract of lease.

13. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for lease between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of lease, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government and any assignment transaction without such consent shall be void.

14. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of lease if made with a corporation for its general benefit.

15. COVENANT AGAINST CONTINGENT FEES.

The successful bidder warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.