

SUB-LEASE AGREEMENT

CONTRACT PARTIES

Sub-Lessor (First Party or 1st Party)

Contact Person: _____

Sub-Lessor Name: _____

Email Address: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Type of Firm: Individual Partnership Corporation Government LLC

Firm's Taxpayer Identification No.: _____

Sub-Lessee (Second Party or 2nd Party)

Contact Person: _____

Sub-Lessee Name: _____

Email Address: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Type of Firm: Individual Partnership Corporation Government LLC

Firm's Taxpayer Identification No.: _____

Property Description: _____

Address: _____

City: _____

State: _____ Zip Code: _____

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property

1. TERM:

To have and hold the same for the term of:

- a. Lease term begin date: _____ (mm/dd/yyyy)
- b. Lease term end date: _____ (mm/dd/yyyy)
- c. Length: _____ years _____ month

2. RENTAL PAYMENTS:

Second Party agrees to pay equal (check one) _____ monthly, _____ quarterly, _____ semi-annual, _____ annual payments of \$ _____, Commencing on the _____ day of _____ and the _____ day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision _____.

The space herein above described contains _____ square feet of space for office use at the rate of \$ _____ per square foot per annum; _____ square feet of floor space for records and property storage use at the rate of \$ _____ per annum; and (square feet of floor space) (acres, more or less); for other use (specify): _____

The approximate FTE (full time employees) working on these premises is: _____

3. UTILITIES:

Public utilities will be furnished and paid for by First (1st) Party, Second (2nd Party), Third, (3rd) Party, Occupant or Other as follows:

- (a) Water _____
- (b) Gas _____
- (c) Electricity _____
- (d) Heat _____
- (e) Telephone _____
- (f) Other _____

4. ADDITIONAL SERVICE:

Additional services shall be furnished & paid for by First (1st) Party, Second (2nd) or other as follows:

- (a) Grounds maintenance & Landscaping, lawn care, _____
parking lot cleaning, entrances & sidewalks _____
- (b) Snow Removal _____
- (c) Pest Control _____
- (d) Custodial service of leased area _____
- (e) Custodial service of common areas _____
- (f) Other _____

Refer to Special Provision _____ for additional explanation (i.e. frequency or level of service if needed).

5. REPAIR OF PREMISES:

Sub-Lessor will see that the premises are maintained throughout the sub-lease in the same condition as they existed at the commencement of the sub-lease. Failure to maintain the premises in this condition will be grounds for the Sub-Lessee to terminate the sub-lease.

6. UN-TENANTABLE PREMISES:

Should the premises be damaged by fire, natural disaster, or other cause to render the premises un-tenantable, the Sub-Lessee may immediately terminate this lease.

7. TERMINATION FOR FISCAL NECESSITY:

If funds anticipated for the continued fulfillment of this sub-lease are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this sub-lease, or the discontinuance or material alteration of the program under which funds were provided, then Sub-Lessee shall have the right to terminate this sub-lease by giving Sub-Lessor a reasonable notice, specifying the reasons for such necessary termination.

8. AUTOMATIC HOLD OVER:

Sub-Lessee shall be allowed to hold over at the end of the sub-lease term, on the same terms and conditions, on a month-to-month basis, for a maximum of six (6) months.

9. ANTI-DISCRIMINATION CLAUSE:

Sub-Lessor agrees to comply with the Kansas Act Against Discrimination (KSA 44-1001 et seq.), the Kansas Age Discrimination in Employment Act, (KSA 44-1111 et seq.), and the Americans with Disabilities Act (42 USC 12101 et seq.), and to not discriminate against any person in the performance of this sub-lease because of race, religion, color, sex, disability, national origin or ancestry.

Sub-Lessor also agrees to include the phrase "equal opportunity employer: in all ads for employees, and to comply with the reporting requirements of the Human Rights Commission. If the Sub-Lessor fails to comply with these requirements or violates the above Acts it will be considered a breach of the sub-lease and grounds for termination of the sub-lease.

10. SPECIAL PROVISIONS:

The following Special Provisions indicated by a check mark, and numbered as listed hereafter or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line).

The following Special Provisions apply: _____→ _____

If applicable, mark with a check in the box below:

Spec. Prov. 1 Termination Prior to Expiration of Term: Notwithstanding the length of term, First Party or Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of _____ days notice in writing to either party.

Spec. Prov. 2 Renewal: By giving of notice in writing to First Party at least _____ days prior to the end of the term specified, second party may renew this lease under the same terms and conditions for an additional term of _____

Spec. Prov. 3 Parking: First Party shall furnish to Second Party off-street parking for _____ motor vehicles upon land adjacent to the leased facility.

11. ADDITIONAL SPECIAL PROVISIONS:

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number four (4). Special Provisions must be listed in numerical order to be considered effective to bind the parties. First Party and Second Party must sign their names immediately following the last listed Additional Special Provision.

The following additional Special Provisions apply: _____

APPROVALS of SUB-LESSOR & SUB-LESSEE

Sub-Lessor Date
CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the State immediately above and or below is authorized to do so.

Sub-Lessee Date

Attorney, Department of Administration Date

Director of Facilities & Property Management Date