

15847 76 JUN 2 AM 10 55 10074

U.S. POSTAL SERVICE
SHORT FORM LEASE Vol. 76 Page

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described for postal purposes, pursuant to the terms and Conditions described herein and contained in General Conditions to Short Form Lease, Form 7417-A, attached hereto.

1. LOCATION. The premises are located at:

(Address) MAIN STREET	(City) CHILOQUIN	(County) KLAMATH	(State and ZIP Code) OR 97624
--------------------------	---------------------	---------------------	----------------------------------

upon which is or will be located a one story brick building and which property contains or will contain areas and spaces, improvements and appurtenances as follows: tile stucco

AREA	DIMENSIONS	NET SQ. FT.	AREA	DIMENSIONS	NET SQ. FT.
FIRST FLOOR	25'4" x 67'9"	1716	DRIVEWAY	30 x 30	900
PLATFORM		none	PARKING & MANEUVERING		none
STORAGE OF VEHICLES (No. of Units)		none	OTHER (Describe)		none

2. TERMS (in each case two (2) of the following paragraphs, "A", "B" and "C" must be deleted)

~~Month-to-Month. This is a month-to-month tenancy for an indefinite period beginning _____, 19____, and may be terminated at any time by either party giving to the other _____ written notice, any such notice given by Lessor to be directed to the Contracting Officer.~~

~~Fixed Term. To have and to hold said premises with their appurtenances for a term of _____ () months beginning _____, 19____, and ending _____, 19____.~~

~~(1) The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.~~

~~(2) This agreement may be renewed, at the option of the Postal Service, providing that 30 days' written notice is given before the end of the fixed term, for the following separate and consecutive terms and at the following monthly rentals:~~

NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)	NO. MONTHS	AT (PER MONTH RENTAL)
(a)		(b)		(c)	

~~Automatic Renewal. To have and to hold the said premises with their appurtenances for a term of one year beginning June 1, 1976. Thereafter this agreement shall renew itself from year to year unless thirty days before the end of any annual term the Lessor gives written notice of termination, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.~~

3. RENTAL. The Postal Service shall pay the Lessor monthly rental of \$ 150.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: Frances Harris, P.O. Box 592, Chiloquin, OR 97624

4. Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment:
NONE

5. OTHER PROVISIONS. The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof: Paragraphs 2A, 2B & 6 are deleted.

6. The undersigned has completed and attached hereto Form 7349-B, Representations and Certifications.

<p>EXECUTED BY LESSOR May <u>24</u> 19 <u>76</u></p> <p>By: <u>Frances J. Harris</u> (Signature) <u>Robert L. Harris</u></p> <p>Identifying No.: <u>FJH S.S.# 542-24-5533</u> <u>RTH S.S.# 541-24-1077</u></p> <p>Address: <u>P.O. Box 592</u> <u>Chiloquin, OR 97624</u> <u>783-2749</u></p> <p>(City, State and ZIP Code) (Telephone)</p>	<p>ACCEPTANCE BY POSTAL SERVICE <u>6-7-76</u>, 19____</p> <p>By: <u>Bernard B. Michaux</u></p> <p>Title: <u>Manager, Seattle Field Office</u> (Contracting Officer)</p> <p>Address: <u>P.O. Box 9000</u> <u>Seattle, WA 98109</u></p>
---	---

PS Form 7417
Dec. 1974

GENERAL CONDITIONS TO SHORT FORM LEASE

10075

1. LESSOR'S SUCCESSORS. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
2. APPLICABLE CODES AND ORDINANCES. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and, at his own expense, to obtain all necessary permits and related items.
3. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.
4. COVENANT AGAINST CONTINGENT FEES. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)
5. ALTERATIONS. The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lease, the Postal Service will repair promptly or provide the Lessor payment in lieu thereof for any damage caused by its removal of such property.
6. EXAMINATION OF RECORDS. (NOTE: This provision is applicable if this Lease was negotiated without advertising.)
 - a. The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.
 - b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.
7. RECORDING. This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.
8. MAINTENANCE; FITNESS FOR USE. The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenantable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenantable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.

The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.
9. DESTRUCTION OF PREMISES. Notwithstanding the provisions of Clause 8, if the premises be destroyed by fire or other casualty, this lease shall immediately terminate.
10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES. The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Nonsegregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.
11. EQUAL OPPORTUNITY. (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be