

79157

Vol. 1187 Page 16495

U.S. Postal Service
SHORT FORM LEASE

Main Office, Station, Branch, Etc.

Main Office

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

1. Location. The premises are located at: Highway 97 and 2nd Street

Chemult

(City)

Klamath

(County)

Oregon

(State)

(Number and Street)

Upon which is or will be located a one story brick building and which property contains or will contain areas, spaces, improvements, and appurtenances as follows: South 90 feet Lot 7, West 10 feet Lot 8, Block 2, City of Chemult, Klamath County, State of Oregon.

97731-9998

(ZIP + 4)

Area	Dimensions	Net Sq. Feet	Area	Dimensions	Net Sq. Feet
First Floor	----	864	Driveway	N/A	N/A
Platform	----	80	Parking and Maneuvering	----	3,932
Vehicle Storage (No. of Units)	N/A	N/A	Other (Describe)	N/A	N/A
Total: 4,876 Square Feet					

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

A Month-to-Month. This is a month-to-month tenancy for an indefinite period. It may be terminated at any time by either party giving to the other thirty days written notice; any such notice given by Lessor to be directed to the Contracting Officer.

B Fixed-Term. To have and to hold said premises with its appurtenances for a term of Thirty-six months beginning December 9, 1988, and ending December 8, 1991. This agreement may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following monthly rentals provided notice be given in writing to the Lessor at least 30 days before the end of the fixed term and each renewal term provided herein.

No. of Months	At (Per Month Rental)	No. of Months	At (Per Month Rental)	No. of Months	At (Per Month Rental)
(a.) -24-	\$ 370.00	(b.) -24-	\$ 400.00	(c.)	

C Automatic Renewal. To have and to hold the said premises with its appurtenances for a term of one year beginning December 9, 1988, and ending December 8, 1989. Thereafter this agreement shall renew itself from year to year unless terminated by written notice of termination thirty days before the end of any annual term, 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 \$ 330.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: Douglas M. Stiles

4. Lessor, as part of the rental consideration shall furnish the following utilities, services, and equipment: P.O. Box 217, Klamath Falls, OR 97601-0217

All utility systems, fixtures and equipment as presently installed.

5. Other Provisions. The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof: Paragraph 8, Paid Taxes Rider, Paragraph 9, Deferred Maintenance Clause; Paragraph 10, Maintenance Rider. Delete 2B

6. The following paragraphs were deleted before signing: 2A, 2B(2)(c), and 2C above. All of Paragraph 9, and portions of Paragraphs 8, 17 and 19 of PS Form 7417-A, General Conditions.

7. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications, and Form 7319-C, Representations and Certifications (Business Data).

EXECUTED BY LESSOR

By: [Signature], 19 87Douglas M. Stiles
(Print or Type Name and Title)

Identifying No.: SSN# 363-37-1204
Address: P.O. Box 217
Klamath Falls, OR 97601-
(City, State, and ZIP + 4) 0368 (Telephone) (503) 882-3478

Witness:

ACCEPTANCE BY POSTAL SERVICE

By: [Signature], SEP - 9 1987

GAYLEN B. GRANSBURY
(Print or Type Name)
Title: Real Estate Specialist
Contracting Officer
Kent Facilities Services Office
P.O. Box 2000, Kent, WA 98035-2000

Address:

(City, State, and ZIP + 4)

(Telephone)

U.S. Postal Service
REIMBURSEMENT OF PAID TAXES RIDER

16496

Paragraph 8

(a) The lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demised. Upon final payment of the annual taxes due, the Postal Service will reimburse the lessor, as additional rent, for all general real estate taxes applicable to any period of time within the term of the lease. The lessor must pay the general real estate taxes covered herein before any fine, penalty, interest, or cost may be imposed for nonpayment, at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to make timely payment, the Postal Service will reimburse the lessor only for the amount originally assessed. The lessor must submit satisfactory proof of payment and correctness of the tax bill with the claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph (d) of this rider. General real estate taxes are those which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, and for the purpose of funding general government services. The lessor must pay all assessments and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service. In no event shall assessments, "special assessments," or like charges be considered general real estate taxes under the terms of this lease.

(b) If a part of the general real estate taxes applies to any period prior to the commencement of this lease or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Postal Service will be liable to reimburse the lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of the lease.

(c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire article will be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

(d) The lessor must furnish the Postal Service copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon.

In the event that the lessor does not furnish such notices relating to valuation changes, and a protest or appeal of this assessment valuation in a subsequent year demonstrates that the valuation was excessive, the lessor shall be charged, retroactively, an amount represented by the overpayment of taxes attributable to the excessive assessment, for the year that the lessee lost the opportunity to appeal.

(g) It is understood and agreed that the terms and conditions of this Tax Clause Rider are only applicable if the premises leased to the Postal Service as described on Page 1 are assessed and taxed separately. In the event there is a combined assessment and taxation of said premises with other property, this Rider shall be null and void.

Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to:
Manager, Real Estate Branch

Kent Facilities Service Office, USPS
P.O. Box 2000, Kent, WA 98035-2000

or to such other office as the Postal Service may later direct in writing. The lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or the name of the lessor or in the names of both. The lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service. The Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor must cooperate with the Postal Service in any such proceeding and execute any document or pleadings required for such purpose provided the lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

(e) In the event the lessor fails to pay the general real estate tax bills within a timely period from the date of receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest, or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost, or the amount of lost discount. The Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

(f) As the payer of the general real estate taxes, the Postal Service is entitled to any and all monies obtained through refunds and remissions of general real estate taxes that have been paid in any year subsequent to the commencement of the lease. In the event that any of the monies paid as general real estate taxes, in accordance with terms noted above, are refunded to the lessor, as a result of an assessment appeal or protest actions, the settlement of such action, or for any other reason whatsoever, such refunded monies shall be forwarded within ten days to the Postal Service. If lessor is informed that he is entitled to a refund or remission of monies paid as general real estate taxes upon the submission of an application, the lessor shall promptly make and file such application and upon receipt of such refund or remission, forward it within ten (10) days to the Postal Service. The Postal Service shall reserve the right to offset refund and remission payments not so forwarded, against rental or other payments due the lessor.

Chemult, OR 97731-9998
 Main Postal Facility

Lessor's initials DS
 Date 8-17-87

Paragraph 9

16497

DEFERRED MAINTENANCE CLAUSE

The Postal Service shall assume maintenance in accordance with the Maintenance Rider, Paragraph Number 8 of this agreement, which becomes effective December 9, 1988. Any outstanding deferred maintenance existing on or prior to the expiration of the current agreement terminating on December 8, 1988, will be corrected by the Lessor. If the Lessor fails to do the work by December 8, 1988, 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 lease. The Postal Service will conduct a building inspection approximately six (6) months prior to the effective date of the Maintenance Rider. This inspection will allow sufficient time for Lessor to correct all identified items of deferred maintenance prior to the above established deadlines.

Notice of this remedial action shall be furnished by certified or registered mail to the Lessor's Mortgagee and Assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor.

Chemult, OR 97731-9998
Main Postal Facility

Lessor's Initials DS
Date 8-17-87

Chemult, OR 97731-9998
Main Postal Facility

16498
Lessor's initials
Date

Paragraph 10

MAINTENANCE RIDER



- (a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished, or to be furnished, by the Lessor under this lease, and all common or joint use areas that are part of this lease.
- (b) The Postal Service is responsible for ordinary repairs to, and maintenance of, the demised premises except for those repairs that are specifically made the responsibility of the Lessor in this lease. The Postal Service's responsibilities as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
- (c) The Lessor is responsible for:
- (1) Repairs to all common or joint use areas that may be included as part of this lease agreement;
 - (2) All structural repairs to the demised premises. The term "structural repairs" as used in this subsection is limited to the foundation, bearing walls, floors (*not including floor covering*), column supports, and all parts of the roof system (*including, but not limited to, roof covering, flashing, and insulation*);
 - (3) Repairs resulting from Acts of God or of a public enemy;
 - (4) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Lessor;
 - (5) Repairs resulting from fire or other casualties, unless such casualties were caused by the acts or negligence of employees or agents of the Postal Service; and
 - (6) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the Lessor is responsible.
- (d) When the need arises for repairs which are the responsibility of the Lessor, the Postal Service will (*except in emergencies*) give the Lessor written notice of the needed repair and will specify a reasonable deadline for completion of the work. A copy of such notice will also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the Lessor. If none of these parties (*Lessor, mortgagee, or assignee*) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (*or any extension thereof granted at the sole discretion of the Postal Service*) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternatively, the Postal Service may, at its sole discretion, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.
- (e) Notwithstanding the provisions contained hereinbefore, if the premises be destroyed by fire or other casualty, the Postal Service may terminate this lease agreement immediately.
- (f) The lessor shall provide the Postal Service with all warranties and guarantees for equipment or construction for which the Postal Service assumes maintenance responsibility.

GENERAL CONDITIONS TO SHORT FORM LEASE

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.** (July, 1971) No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this 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 commissions, 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, by notice in writing, 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 (Mar 1978)**
(This clause is applicable only if the total amount of this contract is in excess of \$10,000 and it was entered into by negotiation.)
(a) The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this contract.
(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 any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of any specified time periods for particular records, whichever expires earlier, 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" as used in this clause excludes: (1) purchase orders not exceeding \$10,000 and (2) subcontracts or 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 of Premises.** The Lessor shall maintain the premises in good repair and in a condition suitable 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 tenable 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 any amount of rent due under this contract. In addition, if any portion of 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 repair personnel 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 are 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 Nonsegregated 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 (4) 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, age, 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, age, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States

to enter into such litigation to protect the interests of the United States.

12. **Contract Work Hours and Safety Standards Act. (40 U.S.C. 327-332) - Overtime**

(a) **Overtime requirements.** No Lessor or subcontractor contracting for any part of the work under this agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provision set forth in paragraph (a) of this clause, the Lessor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Lessor and subcontractor shall be liable to the United States Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the provision set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Lessor or subcontractor under this agreement or the lease or any other Federal contract with the Lessor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Lessor, such sums as may be determined to be necessary to satisfy any liabilities of such Lessor or subcontractor for unpaid wages and liquidated damages as provided in the provision set forth in paragraph (b) of this clause.

(d) **Subcontracts.** The Lessor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The term "Lessor" as used in these provisions in any subcontract shall be deemed to refer to the subcontractor. The Lessor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this section.

(e) **Records.** The Lessor or subcontractor shall maintain payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Lessor or subcontractor for inspection, copying, or transcription by authorized representatives of the Postal Service and the Department of Labor, and the Lessor or sub-