

ORE File No:  
Type of Lease: <Lease Type>  
Specifications Date: July 2013  
Leasing Agent: <Agent>

**STATE OF MARYLAND**  
**STANDARD LEASE**  
**FORM DGS-680-3**

(Revised 7/2013)

THIS AGREEMENT (“Lease”), fully executed by the parties this \_\_\_\_\_ day of Two Thousand \_\_\_\_\_ (“20\_\_\_\_”) (“Effective Date”), is between \_\_\_\_\_ (hereinafter called the “Lessor”), and the State of Maryland, (hereinafter called the “Lessee”) to the use of the \_\_\_\_\_.

WHEREAS, the Lessor owns a \_\_\_\_\_ story <Type> building (the “**Building**”) on a \_\_\_\_\_ acre parcel of land known as \_\_\_\_\_ in \_\_\_\_\_ County (the “**Land**”). Hereinafter the Land and the Building shall be collectively referred to as the “**Property**”.

WHEREAS, the Lessor demises and leases unto Lessee that portion of the Building known and described as \_\_\_\_\_, hereinafter the “**Demised Premises**”, together with the right to use in common with others the Property common areas including but not limited to hallways, elevators, lobbies, sidewalks, parking areas, and public restrooms.

WHEREAS, the Demised Premises contain \_\_\_\_\_ net usable square feet of space, more or less (hereinafter “NUSF”, as defined in the State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013).

WHEREAS, the term of the Lease is \_\_\_\_\_ year(s) and \_\_\_\_\_ month(s), and subject to Section 7 of the Standard State of Maryland Lease General Terms and Conditions, attached hereto as Addendum A, shall commence on \_\_\_\_\_, hereinafter the “**Commencement Date**”.

<WHEREAS>

<WHEREAS>

This Lease specifically incorporates the following as terms and conditions of this Lease:

1. State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013.
2. Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Lease.
3. State of Maryland Standard Lease General Terms and Conditions, attached hereto as **Addendum A**.
4. State of Maryland Standard Lease Affidavit, attached hereto as **Addendum B**.
5. The following Exhibits:

- Exhibit A-1** Additional Description of Property
- Exhibit A-2** Existing Floor Plan
- Exhibit A-3** Site Plan of Property and Parking Plan
- Exhibit A-4** Approved Space Plan (to be attached)
- Exhibit B** Lessor’s Construction Budget (to be attached)
- Exhibit C** Broker Documents
- Exhibit D** Estoppel Sample
- Exhibit E** HVAC/Mechanical Equipment and Maintenance Standards
- Exhibit F** Supplemental Lease Format Sample
- Exhibit G** Acceptance Form
- Exhibit H** Describe -

6. Lessor and Lessee:

**LESSOR**

**LESSEE**

Name:	Department / Agency:
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Address:	Address:
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E-mail:	@ .	E-mail:	@ .
FIN:			

On Site Contact:		On Site Contact:	
Phone:	- -	Phone:	- -
E-mail:	@ .	E-mail:	@ .

Emergency Contact:		Emergency Contact:	
Emergency Phone:	- -	Emergency Phone:	- -
E-mail:	@ .	E-mail:	@ .

Notice Address:	Notice Address: With Copy to DGS Lease Management 300 W. Preston Street, Room 601 Baltimore, MD 21201
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7. Lessor's affirmation of title and authority to lease the Property:

- Fee Simple-       Copy of Deed  
 Leasehold-       Copy of Lease

Instrument Date:	
County:	
Recording Reference:	Liber      Folio
Grantor:	
Grantee:	
Notes:	
Lessor confirms the information above and attests to the below Signatory's title and authority to execute this Lease Agreement.	
Authorized Signatory:	
Signatory Title:	

8. Lessee's Using Units:

Using Unit	% of Demised Premises Use	% of Demised Premises Expenses	Type of Use	Type of Use
			Admin Office	Admin Office
			Admin Office	Admin Office
			Admin Office	Admin Office
			Admin Office	Admin Office
Notes:				

9. Parking:

The State exercises its right of not paying local taxes and the Lessor agrees to and at all times shall claim this exemption with respect to parking space leased to Lessee.

	Reserved Spaces	Use in Common Spaces
Number of Spaces		
Location of Spaces		
Rate per Space (‘N/A’ if included in Rent)		
Notes:		

10. Improvements to be made by Lessor prior to Lease Commencement:

- None  
 Construction or Renovation of Demised Premises

Additional Construction Terms:

11. Term of the Lease:

Term:

Number of Renewal Terms	
Length of Each Renewal	

Notes:

12. Base Rent:

Years	Per Square Foot Amount	Monthly	Annual

13. Renewal and Renewal Rent:

- Lessee’s Renewal and Renewal Rent to be negotiated and subject to BPW approval.  
 Lessee’s Renewal and Renewal Rent negotiated:

Renewal Number	Length of Renewal Term	Per Square Foot Amount	Monthly	Annual

- Renewal(s) subject to the following additional terms and conditions:

Discuss:

14. Operating Services Expenses:

Operating Service Expense	Procured by	Invoiced to	Paid by	Passed through to Lessee	% passed through to Lessee	Base Year
Electricity	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Heating Fuel	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cleaning Services & Supplies (including, but not limited to Waste Collection and Recycling)	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Sewer and Water	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Snow and Ice Removal	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other:	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Base Year Notes:						
Notes:						

14A. Real Estate Taxes:

Percentage of Property's Real Estate Taxes passed through to Lessee	
Base Year Notes:	
Notes:	

Using Unit(s) percentage share
Notes:

15. Maintenance Inspections to occur in accordance with Section 8.6 of Addendum A, however no less than:

<input type="checkbox"/> Semi-annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
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16. Other Terms and Conditions:

Discuss:
Discuss:

17. This Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Lease to the Board of Public Works or to compel the Board of Public Works to approve this Lease. In the event this Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Lease null and void.

18. In the event of any conflict between this Standard Lease Form DGS-680-3 and any other document attached hereto, incorporated by reference, or otherwise made part of this Lease, the provisions of this Standard Lease Form DGS-680-3 shall prevail.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

**ATTEST:**

**LESSOR:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:  
Its:

**ATTEST:**

**LESSEE:**  
STATE OF MARYLAND, to the use of

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:  
Its:

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on \_\_\_\_\_ as DGS Action Agenda Item \_\_\_\_\_ -L.

\_\_\_\_\_  
Department of General Services  
Office of Real Estate

This Lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on \_\_\_\_\_ by \_\_\_\_\_, Assistant Attorney General.

\_\_\_\_\_  
Department of General Services  
Assistant Attorney General