ORE File No:
Type of Lease: <Lease Type>
Specifications Date: July 2024
Leasing Agent: <Agent>

STATE OF MARYLAND

STANDARD LEASE
FORM DGS-680-3

(Revised 07/01/2024)

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**"; and

WHEREAS, the parties hereto enter into this Lease for the purpose of creating a tenancy in the Demised Premises, hereinafter defined, under the following terms and conditions.

NOW, THEREFORE, in consideration of the rent and the mutual covenants and conditions set forth herein, the above recitals being made a substantive part of this Lease, 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 in the Property, including but not limited to common areas, hallways, elevators, lobbies, sidewalks, parking areas, and public restrooms.

1. Dimension of Demised Premises. 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 07/2024.

2. Lease Term and Commencement. The initial 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**".

3. Provisions Incorporated by Reference. This Lease specifically incorporates the following as terms and conditions of this Lease:

a. State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2024.

b. Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Lease.

c. State of Maryland Standard Lease General Terms and Conditions, attached hereto as **Addendum A**.

d. State of Maryland Standard Lease Affidavit, attached hereto as **Addendum B**.

e. The following Exhibits attached hereto, as designated below:

- ☐ **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

Lessor's Initials_____/_____

☐ **Exhibit G** Acceptance Form
☐ **Exhibit H** Other -

4. Lessor and Lessee Contact Information. The following is the contact information for the primary contact persons for the Lessor and Lessee:

LESSOR	**LESSEE**
Name:	Department / Agency:
Address:	Address:

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:	@ .

All written notices required under this Lease shall be sent to the Lessor and Lessee at the following addresses:

Notice Address:	Notice Address: With Copy to DGS Lease Management 300 W. Preston Street, Room 601 Baltimore, MD 21201

5. The Lessor represents and warrants to the Lessee that Lessor is the owner of a fee simple or leasehold interest in the Property, as specifically noted below, and has the power and authority to enter into this Lease.

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

Instrument Date:	
County:	
Recording Reference:	Liber Folio
Grantor:	
Grantee:	
Notes:	
Lessor represents and warrants to the Lessee that the below Signatory has the legal authority to execute this Lease Agreement on behalf of Lessor as of the date hereof and that all action required to authorize such Lessor and such Signatory to enter into this Lease has been duly taken. Lessor agrees that it shall, upon Lessee's request, provide copies of Lessor's organizational documents to Lessee, together with copies of consents and resolutions evidencing the authority of Lessor to enter into this Lease Agreement, and cause Lessor's duly authorized officers to execute and deliver to Lessee an incumbency certificate in form satisfactory to Lessee.	
Authorized Signatory:	
Signatory Title:	

6. Lessee's Use of Demised Premises and Expenses. The Lessee shall occupy the Demised Premises for the following uses and purposes:

Lessor's Initials_____/_____

7. Parking: The Lessee, as part of the Demised Premises, is granted use of the following parking spaces for use by its employees, licensees and invitees:

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

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.

8. a. The following shall constitute the Tenant Improvements to be made by Lessor prior to the Commencement Date:

☐ None
☐ Construction or Renovation of Demised Premises

b. Tenant Improvements shall be constructed by Lessor on the following basis:

1. _____ At Lessor's expense, subject to reimbursement for Excess Fit Up Costs (as defined in Addendum A) pursuant to Section 6.6 of Addendum A
2. _____ At Lessor's expense, as a Turn Key (as defined in Addendum A), subject to any additional construction cost payment terms provided below:

Additional Construction Terms:

9. Term of the Lease: The following is the original term (the **"Original Term"** and any renewal terms (each, a **"Renewal Term"**) exercisable by the Lessee:

Original Term:	

Number of Renewal Terms	
Length of Each Renewal	

Any renewal of the Lease shall be effective and legally binding only upon approval of the renewal by the Board of Public Works. As used herein **"Term"** shall mean the Original Term and any properly exercised Renewal Term.

Notes:

10. Base Rent: The following is the base rent (the **"Base Rent"**) by years within the Term per square foot and calculated on a monthly and annual basis. It is agreed by the parties that, subject to the terms of Section 7.1 of the Form DGS 680-3a, Addendum attached or intended to be attached hereto and made a part hereof (**"Addendum A"**), Lessee's obligations to pay Base Rent and perform its other obligations as set forth in this Lease shall commence upon the Commencement Date. All Base Rent, unless otherwise agreed in writing, shall be payable in accordance with Section 2 of Addendum A.

Lessor's Initials_____/_____

Years	Per Square Foot Amount	Monthly	Annual

11. Renewal and Renewal Rent:

☐ Lessee's Rent to be paid during each Renewal Term shall be negotiated upon or prior to exercise of renewal option by Lessee and exercise of renewal option and amount of renewal Rent and all other terms are subject to BPW approval prior to commencement of Renewal Term.

☐ Lessee's Rent to be paid during each Renewal Term negotiated and shall be as set forth below; provided that exercise of renewal option and amount of renewal Rent and all other terms remain subject to BPW approval prior to commencement of Renewal Term.

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

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

:

12. Operating Expenses: The following are the Operating Expenses, as defined in attached Addendum A, which shall be either (a) passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year in accordance with the chart below and Section 3 of the attached Addendum A, (b) passed through to the Lessee as a direct cost paid by Lessee to the provider of the applicable service in accordance with the chart below (eg. Utilities separately metered and paid by Lessee directly to the utility provider) or (c) if not passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year or as a direct cost to be paid by Lessee, such Operating Expenses shall be the responsibility of the Lessor as they become due during the Term or any renewal and are included within the Base Rent:

Operating Expense	**Procured by**	**Invoiced to**	**Paid by**	**Passed through to Lessee as % of increase over Base Year**	**% passed through to Lessee ("Proportionate Share")**	**Base Year**	**Passed through to Lessee as a direct cost paid by Lessee**
Electricity	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No
Heating Fuel	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No
Cleaning Services & Supplies (including, but not limited to Waste Collection and	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No

Lessor's Initials_____/_____

Recycling)							
Sewer and Water	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No
Snow and Ice Removal	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No
Other:	Lessor	Lessor	Lessor	☐ Yes ☐ No			☐ Yes ☐ No
Base Year Notes:							
Notes:							

13. Real Estate Taxes: Lessee shall pay Real Estate Taxes on the following basis and in accordance with Section 3 of Addendum A:

Proportionate Share of Real Estate Taxes passed through to Lessee as a percentage of increase in Real Estate Taxes over a Base Year	Base Year
Base Year Notes:	
Notes:	
Passed Through to Lessee: ☐ Yes ☐ No	

Using Unit's Proportionate Share:

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

☐ Semi-annually	☐ Quarterly	☐ Annually

15. Other Terms and Conditions:

16. Modifications to **Addendum A**:

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 Maryland Board of Public Works or to compel the Maryland Board of Public Works to approve this Lease. In the event this Lease is not fully executed and approved by the Maryland Board of Public Works, Lessor's only remedy shall be to declare this Lease null and void.

17. 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]

Lessor's Initials_____/_____

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:

_____
By:

LESSOR:

_____
By:
Its:

ATTEST:

_____
By:

LESSEE:
STATE OF MARYLAND, to the use of

_____
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