**INSTRUCTIONS AND PRESCRIPTIONS**

**Please remove the instructions and prescriptions section prior to submitting to Lessor.**

This lease template is specifically for space acquisitions greater than 3,000 square feet. This includes all services, operations, and maintenance costs associated with the annual rent.

**Instructions** –

1. When making edits to this document, please put document in Track Changes mode prior to editing and sending to Quality Assurance and Legal review
2. Lease Number - Obtain the lease number from PRISM by creating a Purchase Order and selecting the proper award mask.
3. Geographic Location - Enter City and State & Zip Code.
4. Clause Type / Requirement
   1. Mandatory (M) – Mandatory clauses may be removed based on the requirements of the lease acquisition. When applicable these clauses shall be included in leases/agreements without any changes unless other party is prohibited legally from executing the document with the provision as written. The concurrence of FAA legal counsel is required if any mandatory clause(s) is revised or omitted unless the prescription allows for omission. These clauses are either:
      1. mandated by law;
      2. set by legal precedent;
      3. and/or established by FAA policy.
   2. Optional (O) – Depending upon the facts applicable to a particular space acquisition, the Real Estate Contracting Officer (RECO) will determine whether these clauses or a modified version should be included in the lease. Deviations from the suggested wording must have the region/center legal approval.
      1. These optional clauses are listed in Section 16 – Additional Clauses. The RECO has the ability to remove clauses, as applicable.
      2. All leases may be augmented with additional clauses or special provisions with region/center legal approval.  If any clauses are changed with applicable concurrence, RECO must take out the parenthetical date in the clause, e.g. (10/96).
5. Use of Sections
   1. Review each section in its entirety to ensure that clauses are necessary for inclusion in the Standard Space Lease.
6. Reference Clauses
   1. Based on lease negotiations and determination of the RECO specific clauses may be incorporated by reference. The RECO shall provide full clauses upon request by the lessor.
7. Succeeding Leases[[1]](#footnote-1)
   1. For all succeeding leases, RECO(s) should use discretion to remove clauses that are no longer necessary for a small space succeeding lease acquisition (e.g., Delivery and Condition).

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| **Standard Space Lease Matrix** | | | | |
| **Section 1 - Terms** | | | | |
| **CLAUSE** | **CLAUSE TITLE** | **DATE OF CLAUSE** | **SPACE LEASE** | **PRESCRIPTION** |
| 1.1 | Description | 7/14 | M | Insert in all leases. |
| 1.2 | Lease Term | 1/01 | M | Insert in all leases for commencement/expiration. |
| 1.2.1 | Option to Extend Lease Term | 7/07 | O | Insert in lease where applicable. |
| 1.3 | Cancellation | 8/02 | M | Insert in all leases for notification period. |
| 1.4 | Rental | 7/14 | M | Insert in all leases. |
| 1.4.1 | Interest For Late Payment | 4/12 | O | The AMS exempts the FAA from the Prompt Payment Act. However, the RECO may use this clause as an added benefit to the Lessor when negotiating a lease. |
| 1.4.2 | Operating Costs Escalator | 10/96 | O | Insert in lease where applicable. |
| 1.4.3 | Tax Adjustment | 10/96 | O | Insert in lease where applicable. |
| 1.5 | Rent Commencement | 7/10 | M | Insert in lease where applicable. |
| 1.6 | Lease Commencement | 7/10 | M\* | Insert new leases where there is build out to identify rent commencement, term, etc.  \*Clause is optional for succeeding leases. |
| 1.7 | Holdover | 7/14 | M | Insert in all leases to ensure the Government can hold over if necessary for continuing possession. |
| 1.8 | Lessor’s Successors | 10/96 | M | This clause must be used to protect the lease rights of the Government in case of change in ownership of the property. |
| 1.9 | Adjustment for Vacant Premises | 10/96 | M | Insert in all leases to provide the Government with protection if use of space changes during lease term. |
| **Section 2 - General Clauses** | | | | |
| 2.1 | Accessibility | 7/14 | M | Insert in all leases in accordance with Architectural Barriers Act 1968 to follow the Architectural Barriers Act Accessibility Standard (ABAAS) 41 CFR Parts 102-71, 102-72, except for: 1.) Air Traffic Control Tower Cabs, mech. rooms, elect. & telephone closets and 2.) Non-staffed facilities such as Remote Communications Outlet. |
| 2.2 | Changes | 10/14 | M | Insert in leases at the RECO’s option when the government requires changes during a new lease buildout phase. |
| 2.3 | Contract Disputes | 11/03 | M | Insert in all leases as required by FAA policy on contract and protest dispute resolution system from the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17. |
| 2.4 | Maintenance of Premise | 10/96 | M | Insert in all leases to protect the Government from waiving any rights under this lease. |
| 2.5 | Failure In Performance | 10/96 | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. Line of business will provide RECO with any facts of failure. |
| 2.6 | No Waiver | 10/96 | M | Insert in all leases to protect the Government from waiving any rights under this lease. |
| 2.7 | Non-Restoration | 10/96 | M | Insert in all leases unless specific restorations are negotiated. |
| 2.8 | Damage By Fire or Other Casualty | 10/96 | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| 2.9 | Delivery and Condition | 10/96 | M | Insert in all leases to provide the protection to the Government to ensure the space is delivered in a condition to be occupied. |
| 2.9.1 | Occupancy Permit | 07/14 | M | Mandatory if the FAA has not received the Environmental and Safety Checklist, this clause is required by local law to have a permit to occupy space. |
| 2.10 | Hold Harmless | 10/96 | M | Insert in leases in accordance with Federal Tort Claims Act of 1948. |
| 2.11 | Default By Lessor | 10/96 | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| 2.12 | Compliance with Applicable Laws | 10/96 | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| 2.13 | Officials Not To Benefit | 10/96 | M | Insert in all leases in accordance with public contract law, 41 U.S.C. 22. |
| 2.14 | Covenant Against Contingent Fees | 08/02 | M | Insert in all leases in accordance with public contract law, 41 U.S.C. 254. |
| 2.15 | Anti-Kickback | 10/96 | M | Insert in all leases in accordance with the Anti-Kickback Act of 1968, U.S.C. 51-58. |
| 2.16 | Examination of Records | 08/02 | M | Insert in all lease. |
| 2.17 | Subordination, Nondisturbance and Attornment | 01/14 | M | Insert in all leases to protect the rights of the FAA under this lease during a subordination, nondisturbance, and/or attornment. |
| 2.18 | Sublease | 10/96 | M | Insert in leases where the RECO expects to sublease the FAA space to another tenant. |
| 2.19 | Integrated Agreement | 10/96 | M | Insert in all leases to assert the lease agreement defines the agreements between the parties. |
| 2.20 | Equal Opportunity | 10/96 | M | Insert in all leases in accordance with affirmative action programs, 41 CFR 60-1 and 60-2. |
| 2.21 | Affirmative Action for Special Disabled and Vietnam Era | 10/96 | M | Insert in all leases in accordance with Vietnam Era Veteran’s Readjustment Assistance Act of 1972. |
| 2.22 | Affirmative Action for Disabled Workers | 10/96 | M | Insert in all leases in accordance with Rehabilitation Act of 1973, 29 U.S.C. 793. |
| 2.23 | Unauthorized Negotiating | 10/96 | M | Insert in all leases. |
| **Section 3 - Financial Clauses** | | | | |
| 3.1 | System for Award Management | 01/13 | M | Insert in all new "cost" leases or bilateral modifications to existing leases in accordance with (IAW) AMS “T3.3.1.A-3 - - System for Award Management (SAM)” and RE Guidance "3.1.4.2 - System for Award Management (SAM)”.  SAM is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of SAM, use clause "Contractor Payment Information - Non SAM - Real Property”. |
| 3.2 | System for Award Management | 07/14 | M | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 - - System for Award Management (SAM)” and RE Guidance "3.1.4.2 - System for Award Management (SAM)”.  SAM is the preferred method of contractor maintenance for FAA. CO may exempt some vendors IAW guidance provided in T3.3.1.8 & RE Guidance 3.1.4.2. If vendor is exempted from use of SAM, use clause "Contractor Payment Information - Non SAM - Real Property”. |
| 3.3 | Payment by Electronic Funds Transfer (EFT) | 07/14 | M | Insert in all new “cost” leases, or bilateral modifications to existing leases IAW AMS “T3.3.1.A-3 – Electronic Funds Transfer” and RE Guidance “3.1.4.2 – Electronic Fund Transfer (EFT).” Note: Clause is to be used in all cases, but lessor may qualify for a waiver. The clauses allows for documentation of waiver and providing alternate mean to receive payment but clause is to be retained in document, as waivers are NOT permanent. Clause is not applicable to no-cost leases or no-cost Memorandum of Agreements. |
| 3.4 | Contractor Identification Number -"Data Universal Numbering System" (DUNS) Number | 10/14 | M | Insert in all new "cost" leases or bilateral modifications to existing leases IAW AMS T3.3.1.A-4: System for Award Management (SAM).  Note If vendor is determined to be exempt pursuant T3.3.1.A-4, and then exclude this clause from contract. |
| 3.5 | Clauses Included by Reference | 07/14 | O | Clauses to be incorporated by reference. RECO shall provide full clauses upon request by the lessor. Full clauses can be found in the standard space lease template. |
| **Section 4 – Post Award Requirements** | | | | |
| 4.1 | Inspection | 10/96 | M | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| 4.2 | Occupancy Permit | 10/12 | M | Insert in leases where applicable. |
| **Section 5 – General Building Requirements and Specifications** | | | | |
| 5.1 | Doors | 04/12 | M | Insert in leases for door requirement. |
| 5.2 | Lighting | 04/12 | M | Insert in leases for lighting requirement. |
| 5.3 | Adhesives and Sealants | 01/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 5.4 | Ceilings | 10/96 | M | This clause is applicable where ceiling tiles are being placed. Any changes should be approved by regional environmental contact. |
| 5.5 | Floor Load | 04/12 | M | This clause is be used where additional floor load is required. Regional engineer should approve any changes. |
| 5.6 | Painting | 04/12 | M | This clause is to be used with lease terms of five years or longer. |
| 5.7 | Display Advertising | 10/96 | O | This clause is to be used where Government is sole occupant. |
| 5.8 | Erection of Signs | 10/96 | O | This clause it to be used where signs are required. |
| 5.9 | Window and Floor Covering | 04/12 | M | This clause is applicable where window and floor coverings are being placed. Any changes should be approved by regional environmental contact. |
| **Section 6 – Service, Utilities, and Maintenance** | | | | |
| 6.1 | Service, Utilities, and Maintenance of Premises | 07/14 | M | Insert in all leases to comply with basic protection of ensuring that the lease space is in safe and habitable condition. Edit as necessary to meet FAA requirements. |
| 6.2 | Janitorial Services | 07/14 | M | Mandatory unless negotiated out. |
| 6.3 | HVAC | 04/14 | M | Insert in all leases. RECO's should consult a service area engineer for changes to clause. |
| 6.4 | Maintenance of Grounds and Walkway | 07/14 | M | This clause is be used to ensure all grounds and walkways are maintained in good condition, including, but not limited snow removal. |
| 6.5 | Landscaping | 01/12 | M | Insert in all new leases where conditions permit landscaping and upgrade landscaping during lease renewal. Any changes should be approved by service area environmental contact. |
| 6.6 | Pest Control | 10/14 | M | Insert in all leases. |
| **Section 7 – Fire Prevention and Safety** | | | | |
| 7.1 | Fire Protection and Life Safety Requirements | 4/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 7.2 | Electrical Safety | 4/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 7.3 | General Health and Safety Standards | 8/02 | M | Insert in all leases to meet the following standards: local health, safety, building codes, and FAA standards. |
| 7.4 | Fall Protection | 4/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 7.5 | OSHA Requirements | 10/96 | M | Insert in all leases in accordance with Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910 and 1926. |
| 7.6 | EOSH Requirements | 4/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| **Section 8 – Seismic Safety** | | | | |
| 8.1 | Seismic Safety for Existing Building | 10/14 | M | Insert in space leases unless one of the *Exemptions* or the *Best Available Leased Exception* applies under Real Estate Guidance 2.4.8 Appendix H: Seismic. If one of the exemptions or if the exception is invoked by the RECO, this clause shall be removed from the lease. |
| 8.2 | Seismic Safety for New Construction | 10/14 | M | Insert in space leases for buildings that will be newly constructed or undergoing major renovations. See Real Estate Guidance 2.4.8 Appendix H: Seismic for additional guidance. |
| 8.3 | Seismic Safety for Equipment | 4/12 | M | Insert in all leases. |
| **Section 9 – Security** | | | | |
| 9.1 | Facility Security | 4/12 | M | Insert in all leases. Any changes should be approved by service area security contact. |
| 9.2 | Foreign Nationals as Contractor Employees | 10/14 | M | Must be used in FAA Screening Information Requests and contract actions where the contracting and operating offices and/or the Servicing Security Element (SSE) determines that it is necessary to restrict access or work on a contract to individuals identified as United States citizens or as otherwise noted in the clause. |
| 9.3 | Lessor Personnel Suitability Requirements | 7/14 | M | Insert in all leases in accordance with FAA Order 1600.72 and 1600.73 |
| 9.4 | Access to FAA Systems and Government-Issued Keys, Personal Identify Verification (PIV) Cards, and Vehicle Decals | 10/13 | M | Insert in all leases. Any changes should be approved by service area security contact. |
| **Section 10 – Environment** | | | | |
| 10.1 | Recycling | 10/14 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 10.2 | Indoor Air Quality | 04/12 | M | Insert in all leases to meet indoor air quality requirements for the Government. Any changes should be approved by service area environmental contact. |
| 10.3 | Hazardous Materials | 04/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 10.4 | Halon | 04/12 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 10.5 | Radon | 10/96 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 10.6 | Refrigerants | 08/02 | M | Insert in all leases. Any changes should be approved by service area environmental contact. |
| 10.7 | Warranty of Space | 04/12 | M | Insert in all leases. |
| **Section 11 – Additional Clauses** | | | | |
| *Optional General Clauses* | | | | |
| 11.1 | Contracting Officer’s Representative (COR) | 10/96 | O | This clause is to be used when a COR is designated. |
| 11.2 | Excusable Delays | 07/14 | O | Insert in all leases in accordance with general policy for Federal Agency to provide protection to the Government and contract management. |
| *Optional Tenant Improvements and Tenant Improvement Allowance* | | | | |
| 11.3 | Tenant Improvements | 10/12 | O | Insert in all leases when using the tenant allowance. |
| 11.4 | Work Performance | 07/10 | O | Insert in leases where applicable. |
| 11.5 | Responsibility of the Lessor and lessor’s Architect/Engineer | 10/12 | O | Insert in leases when using the Lessor’s Architect |
| 11.6 | Lessor’s Recovery of Tenant Improvement Costs in Excess of the Allowance | 10/12 | O | Insert in all leases in accordance with general policy for Federal Agencies to provide protection to the Government and contract management. |
| 11.7 | Lessor’s Recovery of Tenant Improvement Allowance in the Event of Cancellation | 10/12 | O | Insert in leases where applicable to ensure that the Government is protected in event the Government cancels. |
| 11.8 | Liquidated Damages | 07/10 | O | Insert in leases where applicable. |
| 11.9 | Amortization Schedule | 10/12 | O | Insert in leases When amortizing the cost of the tenant improvement |
| *Optional Scheduling Clauses* | | | | |
| 11.10 | Lessor’s Unit Prices/Costs and Construction Schedule | 10/12 | O | Insert in leases where there is buildout. |
| 11.11 | Construction Schedule and Acceptance of Tenant Improvements | 10/12 | O | Insert in leases where there is construction. |
| *Optional Design Clauses* | | | | |
| 11.12 | Design Intent Drawings | 10/14 | O | Insert in leases where applicable. |
| 11.13 | Review of the Design of Intent Drawings | 10/14 | O | Insert in leases where applicable. |
| 11.14 | Tenant Improvement of Design Intent Drawings | 10/14 | O | Insert in leases where applicable. |
| 11.15 | Working Construction Drawings | 07/10 | O | Insert in leases where applicable. |
| 11.16 | Review of Working/Construction Documents | 10/12 | O | Insert in leases where applicable. |
| 11.17 | Tenant Improvements Price Proposal Based on Construction Drawings | 10/12 | O | Insert in leases where applicable. |
| *Optional Construction Clauses* | | | | |
| 11.18 | Construction of Tenant Improvements | 10/12 | O | Insert in leases where applicable. |
| 11.19 | Construction Inspections | 10/12 | O | Insert in leases where applicable. |
| 11.20 | Prior Notification | 08/02 | O | Insert in leases where applicable. |
| 11.21 | Progress Reports | 07/10 |  | Insert in leases where applicable. |
| 11.22 | Labor Standards (including Davis-Bacon) | 06/09 | O | In accordance with 40 U.S.C. 276a et seq., use for leases over $2,000 for construction, alteration or repair of public buildings or public works to be performed within the United States. |
| 11.23 | Wiring For Telephones | 10/96 | O | This clause is to be used where there is wiring for the telephone. |
| 11.24 | Installation Of Antennas, Cables & Other Appurtenances | 04/12 | O | This clause is to be used with installation of antennas and cables. |
| *Optional Sustainability Clauses* | | | | |
| 11.25 | High Performance Sustainable Building (HPSB) Requirements | 10/14 | O | Insert in leases where applicable. |
| 11.26 | Construction Waste Management | 10/14 | O | Insert in leases where applicable. |
| 11.27 | Post Award: Green Label Certification for Sustainability Verification | 10/12 | O | Insert in leases where applicable. |
| *Optional Post-Award Requirements Clauses* | | | | |
| 11.28 | As-Built Floor Plans After Occupancy | 10/12 | O | Insert in leases where applicable. |
| 11.29 | Air Balance Report | 10/12 | O | Insert in leases where applicable. |
| 11.30 | Measurement of Space | 7/10 | O | Insert in leases where applicable. |
| 11.31 | Walk-Through and Acceptance of Space | 10/12 | O | Insert in leases where build out occurs. |
| *Optional Services, Utilities, and Maintenance Clauses* | | | | |
| 11.32 | Utilities Not Provided by the Lessor | 07/14 | O | This clause is applicable to leases where the Government is providing utilities. |
| **Closing** | | | | |

1. Mandatory clauses may be removed based on discretion and are not subject to legal review. [↑](#footnote-ref-1)