

New Lease No. _____
PPRB Date _____

VACANT LAND/PARKING LEASE
STATE OF MISSISSIPPI STANDARD FORM

RPM-7

This Lease made and executed on this the _____ day of _____, 20____, which is the [current] date (or after) that the Public Procurement Review Board approved this Agreement to be Executed/renewed/extended, by and between _____, _____ County, Mississippi, as Landlord/Lessor, and the _____, as Lessee [state agency], witnesseth, as follows, to-wit:

In consideration of the rent to be paid by Lessee, and in further consideration of the obligations herein assumed by Lessee, Lessor hereby leases and lets unto Lessee for the term hereinafter specified, and Lessee hereby rents from Lessor, certain property located in _____, Mississippi, _____ County, described as follows, to-wit:

Lessee shall have, hold, and use the demised premises for the purposes of _____.

This Lease shall be for a term of _____ beginning 20____, and extending for _____ thereafter or until midnight on _____, 20____.

As rent, Lessee agrees to pay Lessor on the first day of the term of this Lease, or on _____, 20____, and on the _____ day of each succeeding month during the term of this Lease, the sum of _____ (\$_____).

It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rental is conditional upon the receipt of Federal and State Funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Lessee's staff or need for this Lease, the Lessee's obligation for the payment of rental shall be diminished in proportion to the reduction in space, or the Lessee may elect to terminate the Lease without penalty or interest.

As a condition precedent to the reduction of rental paid by Lessee herein, the Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds.

It is distinctly understood and agreed by and between the parties hereto that in the event similar property becomes available to the Lessee herein at any state-owned property, this Lease shall be terminated within thirty (30) days from and after the date of written notice of termination of said Lease by the Lessee to the Lessor.

During the term of this Lease, the Lessee shall have, and hereby is granted, the full and unrestricted right to use the leased property for _____. At the end of the term of this Lease, Lessee agrees to surrender the leased property peaceably to the Lessor.

Lessor will maintain such property throughout the term of this Lease and any extension thereof in serviceable condition. Lessor agrees to keep all parking areas provided (if any are included in this Lease) to Lessee clean and free of trash and debris.

Should Lessee fail to pay as and when due the rent herein prescribed, or should Lessee otherwise fail to comply fully and timely with each and every provision herein contained, Lessor, at their option, may give Lessee written notice specifying any such default and stating that this Lease will terminate thirty (30) days thereafter unless, within such time, the default be remedied. Insofar as such fault consists of a failure to pay rent, if the default shall not have been remedied within said thirty (30) day period, Lessor, at their own option, may terminate this Lease in its entirety at the end of said thirty (30) day period. Insofar as any such default may involve something other than a failure to pay money, if the default shall not have been remedied within said thirty (30) day period or a good faith attempt to remedy same commenced within said thirty (30) day period and

thereafter prosecuted to completion without unreasonable interpretation or delay, Lessor at their option may terminate this Lease in its entirety at the end of thirty (30) day period. Upon any termination by Lessor, Lessee agrees to surrender the leased property peaceably to Lessor without further notice of demand. Lessor's failure from time to time to object to Lessee's breach of any one or more provisions of this shall not constitute a waiver thereof, and shall not bar Lessor from insisting upon future compliance therewith, but no action to enforce forfeiture shall be instituted until Lessor shall first have given notice as prescribed in this paragraph. Nothing in this paragraph shall be interpreted as limiting or restricting any rights or remedies otherwise available to Lessor because of Lessee's failure to comply with any one or more of the provisions of this Lease; to the contrary, the provisions of this paragraph shall be considered to be in addition to any such other rights and remedies.

Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor: _____

To Lessee: _____

Lessor hereby covenants and agrees with Lessee that Lessor has good and merchantable fee simple title to the leased property, and good and unrestricted right to execute this Lease, and Lessee agrees and covenants to defend the Lessee's leasehold title to the leased property until Lessee against all lawful claims and demands of all persons and entities.

The provisions hereof shall be binding upon and shall inure to the benefit of Lessor and their executors, administrators, heirs, successors, and assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Lessee and its successors and assigns.

Lessor hereby grants to Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

The Lease will not become valid and binding until approved, in writing, by the Division of Real Property Management and the Public Procurement Review Board. No amendment or modification of this Lease shall become valid and binding until approved, in writing, by the Division of Real Property Management and the Public Procurement Review Board.

The Lessee and Lessor may terminate this Contract, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Contract terminated and when the termination becomes effective, with notification to the Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease. Amendments are addressed in Section 21.

E-Payment and E-Invoice. The word "contractor" herein shall mean Professional, Vendor, Architect, Engineer, Lessor, etc.

The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the Mississippi Code of 1972, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

E-Verify – Employee Status Verification System. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”

WITNESS the signature of Lessor and Lessee on this the _____ day of _____, 20_____.

LESSOR

BY: _____

LESSEE

BY: _____

This Lease was approved on _____ by the Public Procurement Review Board, and regardless of any other date shown within, the Lease became effective on or after this PPRB date.

(Lessee's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for an individual)

STATE OF
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires

(Lessor's acknowledgment for a corporation)

STATE OF MISSISSIPPI
COUNTY OF

On this the _____ day of _____, _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires
