



Jim Pillen, Governor

LEASE AGREEMENT #65240323

This Lease Agreement ("Lease") is by and between **Central Community College**, ("Lessor") and **Department of Administrative Services, State Building Division**, an agency of the State of Nebraska ("Lessee") acting on behalf of Department of Labor ("Tenant Agency") The Lessee and Lessor may sometimes hereafter be referred to collectively as the "Parties" or individually as a "Party."

1. Premises. Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, the premises located at:

CCC Entrepreneurship Center, Room 105
319 West 11th Street
Kearney NE 68845

("Demised Premises") shown on the floor plan attached as *Demised Premises Floor Plan – Exhibit A*. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of general office space. The demised Premise includes existing furniture.

2. Term.

- 2.1** The term of this Lease ("Term") shall be for an initial term of **1 year**, commencing on **May 1, 2024** ("Commencement Date") and ending on **April 30, 2025**, ("Expiration Date") unless sooner terminated as hereinafter provided. This Lease shall not become effective until all required signatures and exhibits have been obtained, the Tenant Improvements (attached as *Tenant Improvements – Exhibit B*) for the Demised Premises have been completed and approved by Tenant Agency and Lessee, and Demised Premises are ready for full legal occupancy. If Tenant Agency occupies the Demised Premises prior to Commencement Date, rent will commence at time of occupancy and shall be prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupancy by Tenant Agency.
- 2.2** If Lessor cannot deliver possession of the Demised Premises to Tenant Agency by the Commencement Date, Tenant Agency and Lessee shall not be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Demised Premises to Tenant Agency. The Term of the Lease shall commence on the earlier of (i) the date Tenant Agency takes possession of the Demised Premises for the conduct of business or (ii) ten (10) days following notice to Lessee that Lessor has substantially completed the Tenant Improvements, provided that notice is no earlier than ten (10) days prior to the Commencement Date. If possession of the Demised Premises is not delivered to Tenant Agency within sixty (60) days after the Commencement Date and the delay is not directly due to Lessee's acts, failure to act, or omissions, Lessee may cancel this Lease.

- 2.3 Upon written agreement of the Parties, this Lease may be renewed three time(s) for an additional **one** year term.

3. Rent.

- 3.1 Lessee shall pay Lessor rent in equal monthly installments payable in advance on the first (1st) day of each month throughout the Term of this Lease. Rent payable for any period of time less than one (1) month shall be determined by prorating the monthly rent based on the actual number of days in the month. Rent shall be made payable by check to:

"Central Community College"
3134 W. Highway 34, P.O. Box 4903, Grand Island, NE 68802-4903

and sent to Lessor's financial institution as designated in writing and in advance by Lessor.

- 3.2 Tenant Agency shall occupy **182** square feet of space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved by the American National Standards Institute, Inc. (ANSI/BOMA Z65.1-2017). Additionally, Lessor hereby grants to Lessee, for the benefit of Tenant Agency, the non-exclusive right to use the common areas of the Demised Premises.
- 3.3 The payment schedule for the Term of this Lease shall be as follows:

Lease Term	SF	Rate PSF	Annual Rent	Monthly Rent
May 1, 2024 - April 30, 2025	182.00	\$18.00	\$3,276.00	\$273.00

4. Tenant Improvements. The Lessor shall make tenant improvements to the Demised Premises as outlined and depicted in Exhibit B.

5. Termination.

- 5.1 The Lease may be terminated as follows:
- Lessor and Lessee each shall have the right to cancel this Lease, upon giving thirty (30) days' notice of cancellation in writing to the other Party.
 - If sufficient appropriated funds are not available to the Lessee and/or Tenant Agency, this lease shall terminate upon written notice by the Lessee and/or Tenant Agency, unless otherwise agreed on by the Parties.

- c. Lessee may terminate this Lease if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period specified in the notice.
- d. Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any Party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; or (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.

5.2 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end on the date when possession of the part so taken shall be required. Current rent shall be apportioned to the date of termination.

5.3 If Lessee opts to terminate this Lease during the Term pursuant to Section 4.1(a), Tenant Agency will be responsible for any outstanding Tenant Improvement costs, the amount of which costs shall be based on the number of years remaining on the agreed to original Term.

If Lessor opts to terminate this Lease during the Term for any reason other than failure of Lessee to comply with the terms and conditions, Lessor shall be responsible for any outstanding Tenant Improvements remaining on the original Term.

6. Notices. All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, first-class mail, certified mail return receipt requested, or priority mail express overnight delivery, and addressed as follows:

To Lessor at:

Central Community College
Attn: ~~Kelly Christensen~~ Joel L. King
~~1215 30th Ave~~ 3134 W. Highway 34
P.O. Box 4903
Grand Island Kearney, NE 68802-4903
~~308.398-7315~~ 338-4002

To Lessee at:

DAS-STATE BUILDING DIVISION
Attn: #65240323
PO BOX 98940
LINCOLN NE 68509-8940

7. Assignment and Subletting.

- 7.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.
- 7.2 Notwithstanding the provisions of Section 6.1 above, Lessee may change the Tenant Agency to any agency, board or commission of the State of Nebraska or any political subdivision thereof, provided that the new Tenant Agency assumes the obligations of the former Tenant Agency under this Lease. Should the Tenant Agency change, Lessee shall give reasonable notice to Lessor.

8. Inspection. Lessee and Tenant Agency agree to permit Lessor to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Lessee and Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs for which Lessor is responsible.

9. Fixtures and Personal Property. Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by a Party shall remain the property of that Party, unless otherwise agreed to in writing by the Parties. Tenant Agency agrees that it will, at its expense, repair any damage to the Demised Premises caused by the removal of its trade fixtures, equipment and other personal property.

10. Alterations. Tenant Agency may make additions, alterations, repairs, or other changes (collectively hereafter referred to as "alterations") to the Demised Premises of a non-structural nature, provided that Tenant Agency received prior written approval of any proposed alterations.

Commented [KES1]: Does CCC want to approve any alterations done to the space? If so, I suggest the changes. If not, no change is necessary.

11. Return of Premises. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted as provided in Section 9, above. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear accepted, then such costs of restoration will be mutually agreed upon between the Parties

12. Destruction of Premises.

- 12.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee or Tenant Agency is prevented from reasonably conducting its business in the premises, Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate within a reasonable amount of time. Alternatively, the Parties may agree in writing to amend the Lease to address the resulting circumstances from the Event. The portion of any lease payment, including any tenant improvement costs, which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not terminate this Lease, then Lessor shall repair the building or the Demised Premises, as provided below, and the lease payment, including any tenant improvement costs, for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the

completion of the repair, unless a Tenant Agency agent, invitee, or employee directly caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

- 12.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by the Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be from the time of the Event until the Demised Premises have been put in substantially the same or better condition as they existed immediately before such Event, as determined by Lessee.

13. Repair and Maintenance. During the Term of this Lease, Lessor shall maintain the Demised Premises, including the common areas, surrounding grounds, parking areas, and the building(s) in good repair and tenable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment, and fixtures, as well as consequential damages that result from plumbing, window, and roof leaks.

14. Services and Utilities.

- 14.1 *Utilities.* All utility services for use by Tenant Agency in the Demised Premises and associated building and associated fees shall be the responsibility of Lessor. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly.
- 14.2 *Janitorial.* Lessor shall provide and be responsible for all janitorial and recycling services and incidental supplies for the Demised Premises, including the common areas, as shown on attached *Janitorial & Recycling Performance Requirements – Exhibit C*.
- 14.3 *Parking.* Lessor shall provide no less than 1 parking stalls and 1 ADAAG compliant stalls, as shown on *Parking Lot Plan – Exhibit D* attached hereto and incorporated herein.
- 14.4 *Other.* Lessor shall provide trash removal, recycling of plastics, aluminum, and cardboard, lawn care, and interior and exterior pest control and to immediately correct any unsafe conditions. Prior to the start of each business day, the Lessor is responsible for snow and ice removal for building entrances, exits, sidewalks, driveways and parking areas. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice. Lessor is responsible to correct all unsafe conditions relating to freezing and thawing.

All maintenance-related services, including, but not limited to, electrical, mechanical, plumbing, and structural services, shall be provided by Lessor as part of the rental rate.

Lessor agrees to, at the Lessor's expense, paint the walls of the Demised Premises every five (5) years with at least one (1) coat of paint if needed, replace carpet that is worn or becomes hazardous, and have the carpet cleaned and spot cleaned, as needed or as requested by the Tenant Agency, throughout the year.

Commented [KS2]: It seems like most, if not all, of the services and utilities will be the responsibility of CCC. Is that the agreement?

- 14.5 Tenant Agency will arrange for and pay all costs associated with phone and internet connections for the space occupied.
- 14.6 Tenant Agency agrees to pay all costs and monthly charges to provide cable TV service to the Demised Premises, if any, unless otherwise agreed to by Parties.
- 14.7 Communications installation methods and procedures shall comply with the standards set by the Nebraska Office of the Chief Information Officer.

15. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

16. Compliance with Law.

- 16.1 Lessor shall, at its expense, comply with all statutes, laws, ordinances, rules, regulations, building and maintenance codes, and requirements and orders of duly constituted public authorities, affecting the Demised Premises in any manner or the Lessee's or Tenant Agency's use of or access to the Demised Premises. This includes, but is not limited to, laws pertaining to the protection or confidentiality of information, data, records, or documents owned or possessed by the State that the Lessor or to which the Lessor's subcontractors may have access.
- 16.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines. HVAC system in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHREA standard 55-2004) and ventilation (ASHRAE standard 62.1-2007).
- 16.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 16.4 Lessor shall also comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Lessor shall include this clause in all subcontracts used the performance of this Lease.

17. Confidentiality and Privacy.

- 17.1 Unless prior publicly disclosed by the Lessee or Tenant Agency, all information provided to Lessor and all information, data, records, and documents located at the Demised Premises and owned or possessed by the Lessee or Tenant Agency shall be regarded as confidential information ("Confidential Information"). Confidential Information may include, but is not limited to, protected health information. Lessor shall not and shall not attempt to access, acquire, or receive Confidential Information unless the Lessee or the Tenant Agency agree otherwise in writing. In the event that Lessor or Lessor's subcontractor(s), volunteer(s), agent(s), or other persons performing services or duties under this Lease accesses, acquires, or receives Confidential Information, the Lessor shall immediately notify the Lessee and shall not use, reproduce, distribute, disclose, or take any other action or inaction that may cause or result in the Confidential Information being further shared, disclosed, or compromised.
- 17.2 Except when otherwise agreed to in writing by the Lessee or Tenant Agency or in cases of emergencies that threaten the life and safety of the Tenant Agency's employees or other persons, Lessor shall not interfere with, disturb, use, damage, destroy, or remove any of the personal property belonging to or in the possession of the Lessee or the Tenant Agency and located at the Demised Premises. In the event that Lessor or Lessor's subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services under this Lease Agreement interfere with, disturb, use, damage, destroy, or remove any of the personal property of the Lessee or the Tenant Agency, the Lessor shall immediately notify the Lessee and the Lessor shall not take any actions or inactions that may further interfere with, disturb, use, damage, destroy, or remove any of the personal property. Nothing in this subsection shall be construed to prevent the Lessor or the Lessor's subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services under this Lease from taking those actions that are necessary to perform the duties or services as provided in this Lease.
- 17.3 The Lessor shall ensure that any and all of Lessor's employees understand and agree to abide by the same terms and conditions in this Section. The Lessor shall place a similar provision that protects the Lessee's and Tenant Agency's Confidential Information to the same or greater extent as provided in this Section in any and all agreements with subcontractors, volunteers, and agents performing duties or services, in whole or in part, under this Lease Agreement. This includes, but is not limited to, janitorial, vending, and maintenance duties and services.
- 17.4 If the Lessor fails to comply with any term or provision of this Section, as determined in the sole discretion of the Lessee, the Lessee may allow the Lessor to cure the breach within thirty (30) days of Lessor's receipt of written notice of breach or Lessee may immediately terminate this Lease without penalty and no further sums shall be owed to Lessor, except that Lessor may be entitled to recover any unamortized costs for Tenant Improvements only in circumstances where the Lessor's failure to comply with this Section is not attributable to Lessor's negligence or Lessor's intentional actions or inactions. Lessee shall retain all rights and remedies under law.

18. Liabilities – Limited or Negligent Acts. Lessee and Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or

employees. Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee or Tenant Agency, its agents, employees or invitees.

19. Default.

- 19.1 In the event Tenant Agency or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee or Tenant Agency shall have thirty (30) days to cure the default. If the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated with written notice to Lessee sent by certified mail, return receipt requested; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor and Lessee agree to in writing with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet. Notwithstanding the foregoing, the Lessor has a duty to mitigate the Lessor's damages.
- 19.2 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due.

20. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

21. Insurance and Notice of Self-Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and that insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 20 shall in no way affect the remedy provisions set forth in this Lease or Lessee's right of recovery thereunder.

- 21.1 *Workers' Compensation and Employers' Liability Insurance.* Lessor shall take out and maintain during the entire Term, and any Renewal Term of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees that are or will be engaged in work for the benefit of this policy and shall include a waiver of subrogation in favor of Lessee. The amounts of the insurance protection shall not be less than the \$500,000 (Employers Liability) and for Worker's Compensation (amount statutory).
- 21.2 *Commercial Automobile Liability Insurance.* Lessor shall take out and maintain during the life of this Lease sufficient commercial automobile liability insurance to protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations

under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than \$1,000,000 combined single limit. The commercial auto liability insurance shall be written to cover all owned, non-owned and hired vehicles.

21.3 Additional Insurance Coverage Amounts Required

- Workers' compensation (statutory) with \$500,000 employer's liability
- Property insurance (enough to cover the replacement cost of the property)
- General liability (\$1/\$2M primary)
- Umbrella (\$3/\$5 M)
- Automobile liability (\$1M combined single limit).

21.4 Lessor Proof of Insurance. Lessor shall furnish Lessee with a certificate of insurance confirming coverage, which shall be submitted to Lessee annually thereafter through the Term, and any Renewal Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable damages, losses, and expenses properly attributable thereto. The Certificate of Insurance shall expressly provide that the coverage(s) afforded shall not be terminated or without first providing Lessee with a fifteen (15) day or more advance notice. Attached hereto and incorporated herein as *Certificate of Insurance Coverage – Exhibit E*

21.5 Lessee Proof of Self-Insurance. Lessee shall furnish Lessor with a certificate of self-insurance coverage, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2014), self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the Office of Risk Management and, if approved, will be paid from the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

22. Amendments and Binding Effect. This Lease may not be amended except in a writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless the waiver is in writing signed by the applicable Party. No custom or practice that may evolve between the Parties in the administration of this Lease shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms of this Lease.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable, then the remainder of this Lease shall not be affected thereby. In lieu of the illegal, invalid, or unenforceable clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

23. Entire Agreement. This Lease is the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the

other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

25. Governing Law. The laws of the State of Nebraska shall govern the jurisdiction, venue, interpretation and construction of this Agreement, excluding the choice of law rules that may direct jurisdiction, venue, interpretation, or construction of this Lease to other jurisdictions.

26. Media; Public Relations. Lessor may not advertise or represent that Lessee or Tenant Agency recommends or endorses Lessor. The Parties will coordinate and cooperate in all communications with the media.

27. Headings. The section headings appearing herein are for the convenience of the Parties only, and do not affect, define, limit or construe the contents of the various sections in this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSOR:

~~Kelly Christensen, ED~~ Joel L. King, VP Administrative Services

Date

Central Community College

Federal I.D. Number: _____

LESSEE:

Brent Flachsbart, Administrator

Department of Administrative Services, State Building Division

Date

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Jim Pillen, Governor

Exhibit A – Demised Premises Floor Plan (Section 1)

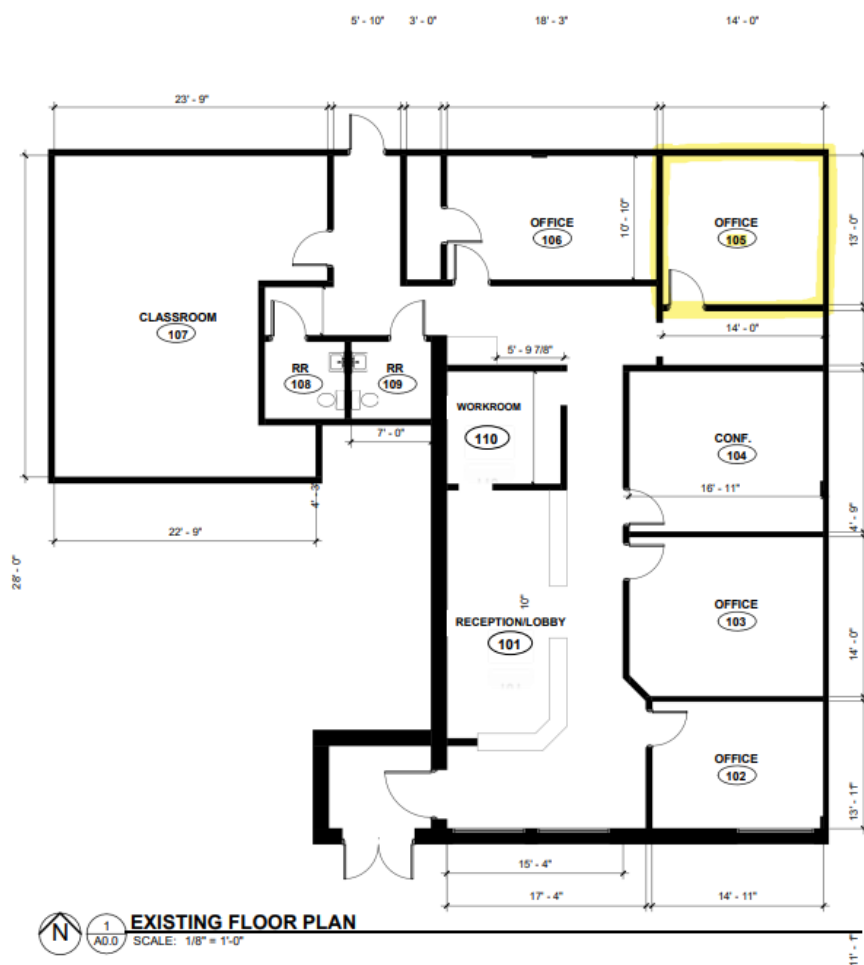


Exhibit B – Tenant Improvements (Section 2) - NONE

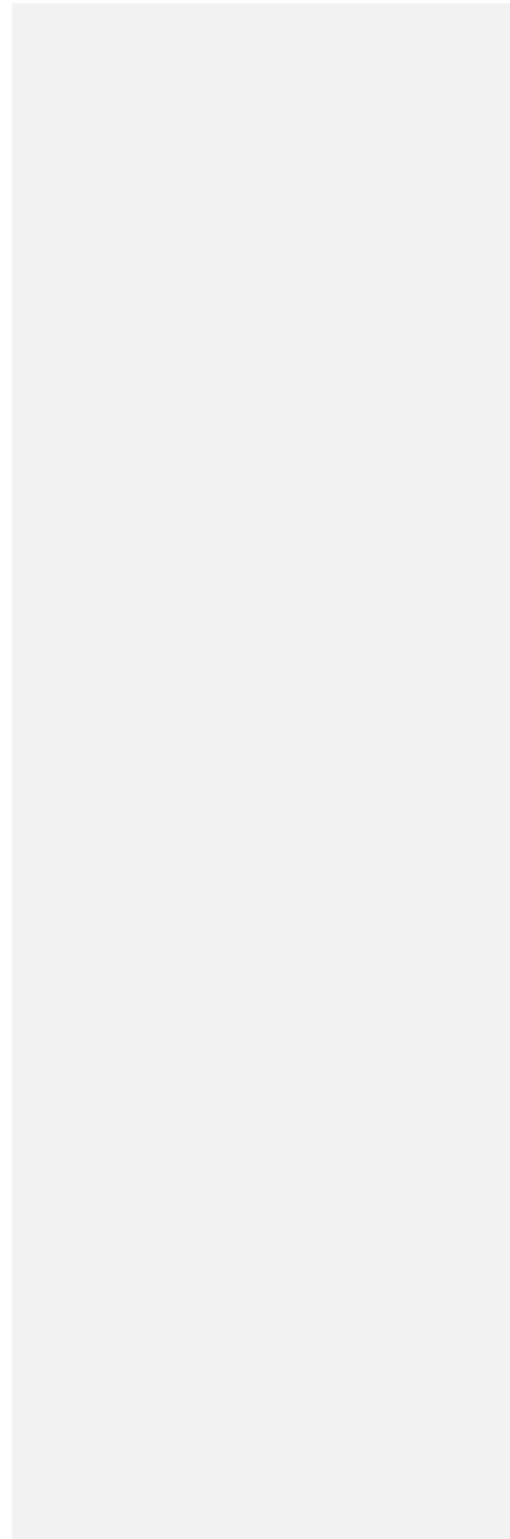


Exhibit C – Janitorial General Performance Requirements (Section 13)

JANITORIAL AND RECYCLING GENERAL PERFORMANCE REQUIREMENTS

The janitorial and recycling performance requirements attached as part of this Lease Agreement are the tasks and frequencies of work to be performed, as well as supplies to be provided, by the janitorial contractor throughout the Lease term. These requirements establish the performance expectations.

It is understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building.

NOTE: The performance requirements herein stated have been established from past experience. Meeting the expectations and requirements outlined herein will be monitored. Failure to adhere to the expectations and requirements may be deemed a breach of contract, as determined by the Lessee.

AS-NEEDED CLEANING:

Shall include the following (unless otherwise indicated.)

1. Empty all waste receptacles and change liners, as needed.
2. Remove trash from building to proper bins.
3. Spot clean and/or vacuum carpets ~~nightly, as needed.~~

Exhibit D – Demised Premises – Parking Lot Plan (Section 13.3)- showing where employees and invitees shall park.

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Jim Pillen, Governor

Exhibit E – Certificate of Insurance Coverage (Section 20.5)

