UNIVERSITY OF LOUISVILLE
LEASE AGREEMENT
L00XXX

THIS LEASE is made and entered into this ___ day of _______________2019, by and between_______
_________________________, (hereinafter called LESSOR) and University of Louisville, whose
address is, Belknap Campus, Louisville, KY 40292, an agency of the Commonwealth of Kentucky and
an educational institution of higher learning (hereinafter called “LESSEE”) that for the consideration
hereinafter mentioned, the parties hereto agree to as follows:

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties
hereby agree as follows:

1. **Leased Premises:** The LESSOR hereby leases to LESSEE, and agrees to keep in quiet and peaceful
possession; the following described premises with its appurtenances, property located at:
___________________________, hereinafter referred to as the "Leased Premises" shown in Exhibit
A.

2. **Rent:** Said Leased Premises consists of __________ square feet to be rented at the cost of
$__________ per square foot per year and will be used by the LESSEE for the purpose
of____________________.

   The LESSOR shall furnish to the LESSEE during the occupancy of said premises, under the terms of
   this lease, as part of the rental consideration the following:

   ___ None ___ Gas     ___ Water   ___ Sewer  ___ Electric ___Custodial ___ Parking
   ___ Trash Removal ___ Snow Removal ___ Other  __________________________

   Commencing as of the commencement of the Term, as defined below, the LESSEE agrees to pay rent
   to the LESSOR for the Leased Premises at the rate of $_________ per month on or before the ____ of
   the month.   Lease payments shall be made via wire transfer.

3. **Term:** Subject to the limitations imposed by law and as provided in Paragraphs 5 of this Lease, the
Lease shall be effective on _____________ and end on _______________ (the “Term”).

4. **Extension:** This Lease may be extended upon mutual written agreement by both parties, upon the
same terms and conditions herein for further periods of _______________unless the LESSEE shall
give the LESSSOR written notice thirty (30) days prior to the expiration of the term or any extension
that the Lease will not be extended. The LESSOR understands that as a state agency, the LESSEE
funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the
related allotment from rental payments will be made.

5. **Termination of Lease:** Pursuant to KRS 56.806(6), the LESSEE shall have the further right to
terminate this Lease at any time upon thirty (30) days written notice, time to be computed from date
of mailing notice; termination under this paragraph shall not be considered effective until the last day
of the month in which the notice period ends.
6. **Fiscal Funding-Out Clause:** The University reserves the right to cancel and/or suspend the established lease if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts, though annual budget requests to meet financial obligations for continuing contractual obligations; however this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the established lease if changes in University policy and/or the way business are conducted regarding contracted services.

7. **Assignment:** The LESSEE agrees not to assign this Lease, without the prior written consent of the LESSOR, which approval shall not be unreasonably withheld, provided, however, that the LESSEE may assign its rights and obligations under this Lease to an entity wholly owned by the LESSEE or to an entity under common ownership with the LESSEE, effective upon notice to the LESSOR.

8. **Alterations of Premises:** The LESSEE shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the Leased Premises, provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures, or signs placed in or attached to the premises shall remain the LESSEE’S property and may be removed by it prior to the termination of the Lease.

9. **Maintenance:** Unless otherwise specified, the LESSOR shall maintain the premises in good repair and tenantable condition, including, but not limited to heating and/or air conditioning equipment, electrical wiring, plumbing, sprinkler system, roof, and all structural parts of the building, common areas, except in case of damage arising from the negligent acts of the LESSEE’S agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the LESSOR will notify the LESSEE within twenty-four (24) hours prior to the entering Lease Premises. In cases of emergency the LESSOR reserves the right to enter and inspect the Leased Premises without prior notification.

10. **Care of the Leased Premises:** Upon termination of this Lease, LESSEE shall: (i) restore the applicable portion of the Leased Premises to reasonably good condition; ordinary wear and tear excepted, and remove equipment and signage installed during the Term; (ii) remove from the Leased Premises all of LESSEE’S personal property; and (iii) surrender possession of the applicable portion of the Leased Premises to the LESSOR in a clean condition free of all rubbish and debris.

Building Emergency Plans are available for LESSEE’S review at______________________________

11. **Damages:** The LESSEE is responsible for any bodily injury or property damage not caused by the negligence of the LESSOR, including such injury or damage caused by LESSEE’S vehicles on LESSOR’S property, and must maintain insurance with minimum limits as set forth below in Paragraph 13.
12. **Fire or Other Casualty:** If the Leased Premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Leased Premises untenable, the LESSEE may terminate or suspend this Lease by giving written notice to the LESSOR within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable. If the LESSEE so suspends, but does not terminate, the Lease within such fifteen (15)-day period based on the LESSOR’S commitment to repair such damage and render the Leased Premises tenantable within one hundred-twenty (120) days following such partial destruction or damage, and the LESSOR fails to do so, then the LESSEE may terminate this Lease effective upon notice to the LESSOR.

13. **Insurance:** The LESSOR shall be responsible for procuring and continuously maintaining casualty and liability insurance on the Premises as defined within this Lease.

### MINIMUM COVERAGE AMOUNT

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability</strong>*</td>
<td>$1,000,000.00 Each Occurrence</td>
</tr>
<tr>
<td>Including: Completed Products</td>
<td>$2,000,000.00 General Aggregate</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Sexual Abuse &amp; Molestation</td>
<td></td>
</tr>
<tr>
<td><strong>Auto Liability</strong>*</td>
<td>$1,000,000 Combined Single Limit (Bodily Injury, Property Damage)</td>
</tr>
<tr>
<td>(all owned, hired and non-owned vehicles)</td>
<td></td>
</tr>
<tr>
<td><strong>Property Insurance</strong></td>
<td>Replacement Cost/LESSEE Content Coverage</td>
</tr>
<tr>
<td>Broad Form Comp. Insurance</td>
<td></td>
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<tr>
<td><strong>Workers Compensation</strong></td>
<td>Statutory Limits – Kentucky and the state(s) of domicile of University’s contractor and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.</td>
</tr>
<tr>
<td><strong>Employers Liability</strong></td>
<td>$1,000,000 (each employee, each accident and policy limit)</td>
</tr>
</tbody>
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*Occurrence coverage is required. Claims-made coverage is not acceptable.*

These policies (except Workers’ Compensation) shall name the LESSEE, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the LESSEE before cancellation, reduction or other modification of coverages.

These policies shall be primary and non-contributing with any insurance carried by the LESSEE shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the LESSEE, at least thirty (30) days prior to the commencement of services provided under this Lease.
All Certificates of Insurance must clearly state that the LESSOR’S insurance(s) is PRIMARY. If LESSOR’S policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by LESSOR and not by the LESSEE. The LESSEE will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies.

14. **Contravention or Invalidity:** It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

15. **Conflict of Interest Statute:** The LESSOR certifies by his signature hereinafter affixed that he ("he" is construed to mean they” if more than one person in involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the LESSEE and the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11 A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The LESSOR further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth of Kentucky, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth of Kentucky.

16. **Ownership:** The LESSOR agrees to notify the LESSEE of all persons owning or upon any change or transfer of ownership involving five percent (5%) or more ownership interest or the power to direct the conduct and management of LESSOR’S business affairs. Non-compliance may result in termination of this Lease.

17. **Standards:** The LESSOR shall comply with all standards set by the Kentucky Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA), as well as any state or municipal regulations or ordinances, include adoption of the Uniform Landlord Tenant Act.

18. **Indemnification:** Any liability of the LESSEE to LESSOR is limited to and as specified, shall be in accordance with Kentucky Revised Statutes KRS 49.010 through 49.180 – by the powers and authority vested in the Kentucky Claims Commission - and KRS 45A.225 through 45A.275 (Contract Claims).
The LESSOR shall defend, indemnify and hold harmless the LESSEE, its trustees, officers, employees and agents from and against all losses and expenses (including reasonable cost of attorney’s fees) by reason of liability imposed by law upon the LESSOR for damages because of bodily injury, including death, personal injury, including data loss at any time resulting there from, sustained by any person or persons including the LESSOR’S employees, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the LESSOR, provided however, that nothing contained herein shall require the LESSOR to indemnify the LESSEE for such injuries to persons or damage to property arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the LESSEE, its officers, employees and agents.

19. **Compliance – State Laws**: It is agreed and understood that any lease entered into as a result of this proposal shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

20. **Approval**: When approved by the University of Louisville, Senior Associate VP for Operations this document constitutes a finding of fact that this lease of real property is fair and reasonable and is needed for use by the University of Louisville.

21. **Notices**: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by overnight courier or U.S. mail, certified and postage prepaid, which addresses may be changed from time to time by the LESSOR and LESSEE.

**LENSSOR:**

Attn: ______________________
__________________________
__________________________
__________________________

**LESSEE:**

University of Louisville
Attn: Lease Administration
421 W Cardinal Blvd, 208A
Louisville, KY 40208

*Signature Page to Follow*
IN WITNESS WHEREOF, the parties hereto have subscribed their names:

**UNIVERSITY OF LOUISVILLE**

By: __________________________
    Mark Watkins
    Senior Associate VP for Operations

Date: __________________________

**NAME OF LESSOR**

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________