

11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the leased premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or not, in good repair and tenable condition. He shall repaint the interior including but not limited to the walls at least once every 5 years (unless the 5 year period is specifically extended in writing by the Contracting Office) or at painting may become necessary as a result of fire or other casualty. For the purpose of so maintaining said premises, the Lessor may, at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition for the use for which leased.

(c) If the premises or any part thereof become unfit for use for the purposes for which leased, the Postal Service shall (except in emergencies) give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the premises due to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in such notice or for any extension thereof as may be granted at the sole discretion of the Postal Service or fails to furnish the necessary funds to complete the work within such time, the Postal Service shall have the right to perform the work, by contract or otherwise, and without the cost of the Lessor. If, at any time during the term of this lease, any part of the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition, unless for use does not include unsuitability arising from such causes as design, size or location of the building or other portion of the leased premises.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease before the general benefit of such corporation or company.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal Service and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds \$10,000 per year.)

(a) As used in this clause, the term "facility" means a public restroom, a public facility of a public nature in the building in which the leased space is located.

(b) The Lessor agrees that he will not discriminate, by refusing to furnish, or otherwise against any person or persons because of race, color, religion, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.

The Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such breach, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such action by law. In the event of termination, the Lessor shall be liable for all extra costs incurred by the Postal Service in connection with such action but not limited to the cost of moving to such space.

(c) The Lessor agrees that he will not discriminate, by refusing to furnish, or otherwise against any person or persons because of race, color, religion, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. The Lessor shall take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause. No such agreement shall be deemed to be a part of this lease.

14. (The following is applicable to this agreement when the premises or other space is in excess of 6,500 square feet.)

(a) All mechanics and laborers employed in the construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement shall be employed at the site of the building or facility covered by this agreement (other than maintenance or repair work) and shall be employed in such a manner that they may be continuously used at an established capacity and efficiency. The building or space shall be available for use at all times, and shall be available for use at all times, and without subsequent deduction or interruption, except as may be necessary for the repair or maintenance of the building or space, or for the purpose of the Government Regulations (29 CFR Part 319), the full amounts due at the time of the agreement, including the applicable overtime rates and the rates of payments, contributions, or costs for any other benefits covered in the applicable Government Regulations, or the Secretary of Labor, which is attached for any fringe benefits provided in the applicable Government Regulations, or the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any other law or regulation which may be applicable between the Lessor or its contractor and such laborers and mechanics. A copy of such regulations shall be furnished to the Lessor at the time of the work in a prominent place where it can be easily seen by the workers.

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