

PARAGRAPH 23

WT 1097-459

RS 70

U.S. POSTAL SERVICE
GENERAL CONDITIONS TO FORM 7400

1. DEFINITIONS

(a) "Contracting Officer" as used herein means the person executing this agreement on behalf of the Postal Service, his duly appointed successor, his authorized representative, or any person designated Contracting Officer by the Postmaster General, or his representatives.

(b) "Successful Bidder" or "Lessor" means the party whose Agreement to Lease is accepted by the Postal Service.

2. EXECUTION REQUIREMENTS

(a) All Co-owners and all other persons having or to have a legal interest in the property must execute the Agreement to Lease and the Lease. If required by the Postal Service, the bidder shall submit adequate evidence of title.

(b) If the bidder is married, the husband or wife of the bidder shall also execute the Agreement to Lease and the Lease. Marital status of individuals must be shown.

(c) Where the bidder is an unincorporated firm or copartnership, each member and the wife or husband must sign.

(d) Where the bidder is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of a court order authorizing such administrator or executor to enter into a lease with the Postal Service.

(e) Where the bidder is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

(f) Where the bidder is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.

(g) Where the bidder is a municipal corporation, fraternal order or society, the Agreement to Lease must be accompanied with documentary evidence affirmatively establishing authority of the agent, or agents, to execute the Agreement to Lease and Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Agreement to Lease. The names and official titles of the officers who are authorized to sign the agreement to lease must appear in the document.

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which will be recorded prior to the recording of the lease, the bidder shall notify the Contracting Officer of the facts concerning such mortgage, and may be required to furnish a mortgagee's subordination agreement or PS Form 7450, before the final lease is executed.

PS Form 7400-A
Apr. 1976

4. LESSOR OBLIGATIONS

The Lessor's obligations in regard to the services provided in the Agreement to Lease are further defined as follows:

(a) If fuel is furnished - Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 70 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished - Lessor agrees to maintain uniform temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform temperature of 70 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished - Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 70 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.

(d) If light is furnished - Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.

(e) If light is not furnished and fluorescent lights are used - Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.

(f) If power is furnished - Lessor agrees to furnish and pay for all power during continuance of the lease.

(g) If water is furnished - Lessor agrees to furnish and pay for all water during continuance of the lease.

(h) Maintenance - The Lessor shall, unless herein specified to the contrary, maintain the demised premises, including the building and its contents and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the lessor under this lease in good repair and tenable condition, except in case of damage arising from the act or the negligence of the Service's agents or employees. During the continuance of the lease, the interior of the building, including, but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other causes, or unless the five year period is specifically extended in writing by the Contracting Officer. For the purpose of maintaining said premises and property, 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,

Page 1 of 6

PAGE 6A

4597 RV-2