SUBCONTRACT NO. C89-102456
STANDARD FORM

LEASE AGREEMENT

BETWEEN

ROBERT E. OR INA S. OYLER

AND

EG&G IDAHO, INC.

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LEASE AGREEMENT NO. C89-102456

BETWEEN

ROBERT E. OR INA S. OYLER

AND

EG&G IDAHO, INC.

THIS LEASE, entered into the 19thday of May 1989 ----------by and between ROBERT E. OR INA S. OYLER whose business address is 1025 Merritt Drive, Idaho Falls, ID 83404 (hereinafter called the "Lessor"), and EG&G IDAHO, INC. (hereinafter called the "Lessee"), an Idaho corporation with operating offices in Idaho Falls, Idaho, acting under its Contract No. DE-AC07- 76ID01570 with the United States of America, represented by the United States Department of Energy (called "DOE" or the "Government");

W I T N E S S E T H T H A T

The parties hereto, for the considerations hereinafter set forth, covenant and agree as follows:

ARTICLE 1 - DESCRIPTION OF PREMISES

The premises which are the subject of this lease consist of: the building and parking area situated on lots 41-42, Block 12, Capital Hill (legal description) at the address of 369 May Street, Idaho Falls, ID. The structure is approximately 3,250 square feet and includes 400 amps of electrical service, a floor drain and high bay doors.

ARTICLE 2 - TITLE

The Lessor warrants it has title to the property covered by this Lease, or sufficient interest and rights in the property to guarantee the lease agreement with no interference to the Lessee's rights of possession under the lease. Should the Lessee suffer any damages or expenses as the result of any defect in the Lessor's title or rights and interests in the property, the Lessor shall reimburse the Lessee for all such damages or expenses.

ARTICLE 3 - APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and establishment of the premises at its own expense, to obtain all necessary permits and related items. The Lessee agrees to comply with all codes and ordinances applicable to its tenancy and use of the said premises.

ARTICLE 4 - TERM OF LEASE AND EXTENSION

TO HAVE AND TO HOLD the above premises with their appurtenances for the term of two years beginning May 22, 1989 and ending at midnight May 21, 1991 provided that, this Lease may, at the option of the Lessee or the Government, be renewed for a period not to exceed two renewal terms of one year each at the rental rate specified in the following Article 5 and under the terms and conditions specified herein, provided notice be given in writing to the Lessor, at least sixty (60) days before this lease or any renewal thereof would otherwise expire, that the option is exercised.

ARTICLE 5 - RENTAL PAYMENTS

A. The Lessee will pay the Lessor rent at the annual rate of Nine Thousand Dollars ($9,000.00), which computes to the rate of Seven Hundred Fifty Dollars ($750.00) per calendar month, commencing with the effective date of this Lease.

B. All rental payments under this Lease will be made by the Lessee on a calendar month basis, in arrears, beginning at the end of the first calendar month of the Lease term, without submission of invoices or vouchers.

C. If the effective date of this lease is not on the first day of a month, the rental payment for the first month of occupancy by the Lessee shall be determined on a pro rata basis predicated on a 30-day month.

ARTICLE 6 - AVAILABILITY OF FUNDS

The Lessee's obligation hereunder is contingent upon the availability of appropriated funds from the United States Congress from which payment for the Lease purposes can be made. No legal liability on the part of the Lessee or the Government for payment of any money shall arise unless and until the funds are made available to the Lessee from year-to-year for this Lease.

ARTICLE 7 - CANCELLATION

The Lessee may upon 60 day advance notice cancel this lease at any time during the option term(s).

ARTICLE 8 - TAXES, UTILITIES AND BUILDING SERVICES

A. The Lessor shall pay all real estate taxes and other assessments which may be made against the premises leased hereunder.

B. The Lessee will pay when due, all communication expenses which may become due and payable by reason of the Lessee's use and occupancy of said premises, and will pay for all heating and ventilating, electrical power, water, sewer and garbage disposal as required by the Lessee's use and occupancy of said premises.

C. Day-to-day janitorial services shall be provided by the Lessee.

D. Grounds upkeep shall be provided by the Lessee.

E. Snow removal shall be provided by the Lessee.

ARTICLE 9 - WARRANTY AS TO MECHANICAL EQUIPMENT AND UTILITIES

The Lessor warrants the mechanical equipment and the utilities to be in good serviceable and proper operating condition, and agrees it will maintain such equipment and utilities (include all plumbing, heating, cooling systems, and all electrical and mechanical devices and fixtures) in this condition during the term, including any extension periods of this Lease.

ARTICLE 10 - ADMINISTRATION

A. The Lessor agrees, unless the Lessee is otherwise notified in writing, that Robert Oyler and/or his duly authorized representative will have overall responsibility and authority under the Lease, and unless a change in assignment is made by the Lessor, he and/or his duly authorized representative will be available at all reasonable times in connection herewith.

B. It is agreed that, unless the Lessor is otherwise notified in writing, Lessee's responsibilities under this Lease shall be administered by the Manager, Subcontracts of EG&G Idaho, Inc. and/or his duly authorized representative, who is Dennis Miller, Subcontract Administrator.

ARTICLE 11 - NOTICES

Any notice or order given under the terms of this Lease shall be considered as having been given:

A. To the Lessee, if delivered personally to the designated representative of the Manager, R&D Subcontracts, or if mailed by U. S. Mail addressed to EG&G Idaho, Inc., Manager, R&D Subcontracts, P. O. Box 1625, Idaho Falls, Idaho 83415-3106 or

B. To the Lessor, if delivered personally to its duly authorized representative at, 1025 Merritt Drive or, if mailed by U. S. Mail, addressed to, 1025 Merritt Drive, Idaho Falls, ID 83404.

ARTICLE 12 - INSURANCE

It is agreed that the Lessor and Lessee shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests and that neither party shall be obliged to obtain insurance as regards the other party's real or personal property; Provided, however, that this provision shall not be constructed as a waiver of any rights of subrogation or entitlements in law by either party.

ARTICLE 13 - ASSIGNMENT AND/OR SUBLEASING

The Lessee shall have the right, at any time, to assign or sublet the premises hereby leased or any part thereof to the Government or the Government's management and operating type contract designee without the consent of the Lessor, any other designee with the consent of the Lessor, and upon such assignment, DOE will guarantee payments hereunder. Should such assignment or subletting be for only a part of the premises, then the rental will be proportionately divided between the Lessee and any successor; provided that, responsibility for payment of the rent shall not be divided between more than two (2) parties. Any assignment or subleasing hereunder will be conditioned upon the use of any part of the leased premises being compatible with the function and purposes of the total facility.

ARTICLE 14 - MAINTENANCE OF PREMISES

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this Lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Lessee representative in charge, enter and inspect the same and make any necessary repairs thereto. The Lessee, and not the Lessor, shall be responsible for damage caused by the negligence or misuse of the premises by the Lessee, its employees, guests and business invitees.

ARTICLE 15 - DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the said premises during the said term, or any extension thereof, from any cause, the Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days from the date of said partial destruction; but such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent from the date of such partial destruction and continuing until such repairs are made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in the said premises.

B. In the event of partial destruction to such extent that the Lessor cannot, with normal effort, complete the necessary repairs to restore the premises within sixty (60) days as hereinabove provided, the Lessor shall, within fifteen (15) days after such partial destruction of the said premises, advise the Lessee of its inability to complete the necessary repairs and restoration within sixty (60) days. In such event, the parties shall agree as to a reasonable time in which the repairs will be completed. Should the parties fail to agree as to an acceptable time to complete such repairs, the failure to agree shall constitute a "dispute" within the "Disputes" article of this Lease. If EG&G Idaho, Inc., DOE or one of its other prime contractors is then the Lessee, or alternatively at the option of either party, the Lease may be terminated if agreement is not reached within thirty (30) days.

C. A total destruction of the building in which said premises may be situated shall terminate this Lease.

ARTICLE 16 - ALTERATIONS

A. The Lessee shall have the right, during the term or any extended period of this Lease, to make alterations or modifications or to attach fixtures and erect signs in or upon the premises hereby leased, which fixtures, alterations and/or signs so placed in or upon or attached to the said premises shall be and remain the property of the Lessee or the Government as the case may be, and may be removed therefrom by the Lessee prior to the expiration of this Lease. At the option of the Lessee, such improvements may be left upon the premises upon termination or expiration of the term or extended term of this Lease; in which case, such improvements shall become the property of the Lessor. In the event the improvements are removed by the Lessee, the Lessee agrees to restore the premises to the condition in which they were prior to their prior installation, reasonable wear and tear accepted.

B. Title to property of the United States Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

C. Should major capital alterations or modifications be desired by mutual agreement, these will be installed by the Lessor and a new rental rate shall be negotiated to cover the cost of installation. Any real estate taxes or assessments of any kind resulting from capital improvement of the leased property shall be the responsibility of the Lessor.

ARTICLE 17 - CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties hereto. Upon termination of occupancy by the Lessee, a terminal survey of the then present condition of the leased premises shall be made by the parties, unless restoration has been waived by the Lessor.

ARTICLE 18 - COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this article.)

ARTICLE 19 - OFFICIAL NOT TO BENEFIT

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 that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

ARTICLE 20 - ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S. Code 203, 41 U.S. Code 15), if this Lease provides for payments aggregating One Thousand Dollars ($1,000.00) or more, claims for monies due or to become due to the Lessor from the Government under this Lease may be assigned to the bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party, except any such assignment or reassignment may be made to one party as agent or trustee for two (2) or more parties participating in such financing. Notwithstanding any provisions of this Lease, payments to an assignee of any monies due or to become due under this Lease shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

ARTICLE 21 - EQUAL OPPORTUNITY

This article is applicable unless this Lease is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch 60).

During the performance of this Lease, the Lessor agrees as follows:

A. The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Lessor setting forth the provisions of this "Equal Opportunity" article.

B. The Lessor will, in all solicitations of advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Lessor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Lessee, advising the labor union or workers' representative of the Lessor's commitments under this "Equal Opportunity" article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Lessor's noncompliance with the Equal Opportunity article of this Lease or with any of the said rules, regulations, or orders, this Lease may be cancelled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Lessor will include the provisions of paragraphs A. through G. in every lower tier subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each lower tier subcontractor or vendor. The Lessor will take such action with respect to any lower tier subcontract or purchase order as DOE may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the Lessor becomes involved in, or is threatened with, litigation with a lower tier subcontractor or vendor as a result of such direction by DOE, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 22 - FACILITIES NONDISCRIMINATION

A. As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

B. The Lessor agrees that it will not discriminate by segregation 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. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests, and invitees.

C. It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the Lessee may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Lessee in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

D. It is further agreed that from and after the date hereof, the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

ARTICLE 23 - EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

A. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-10, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.

B. The Lessor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this article excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in A. and B., above, for records which relate to (1) appeals under the "Disputes" article of this Lease, and (2) litigation or the settlement of claims arising out of the performance of this Lease, or (3) costs and expenses of this Lease as to which exception has been taken by the Controller General or any of his duly authorized representatives, shall continue until such appeals litigation, claims or exceptions have been disposed of.

D. Nothing in this Lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Lease.

ARTICLE 24 - FAILURE IN PERFORMANCE

In the event of failure by the Lessor to provide any service, utility, maintenance, or repairs required under this Lease, within a reasonable time, the Lessee shall have the right to secure said services, utilities, maintenance, or repairs and to deduct the cost thereof from rental payments.

ARTICLE 25 - LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

ARTICLE 26 - DISPUTES

a. The parties agree that the appropriate forum for resolution of any dispute of claim pertaining to this lease shall be a court of competent jurisdiction as follows:

   1. Subject to paragraph (a) (2) of this clause, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho in Pocatello, Idaho.

   2. Provided, however, that in the event that the requirements for jurisdiction in any Federal District Court are not present, such litigation shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in the District Court of the Seventh Judicial District for the District of Idaho in Idaho Falls, ID.

b. Any substantive issue of law in such dispute, claim, or litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. Nothing in this clause shall grant to the Lessor by implication any statutory rights or remedies not expressly set forth in this lease.

c. There shall be no interruption of this lease during the pendency of any dispute that may arise between the parties hereto or between the Lessor and its subcontractors in support of this lease.

d. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-610) shall not apply to this lease provided, however, that nothing in this clause shall prohibit Lessee, in its sole discretion, from sponsoring a claim of the Lessor for resolution under the provisions of its prime contract with DOE. In the event that Lessee so sponsors a claim at the request of the Lessor, the Lessor shall be bound by the decision of the cognizant DOE contracting officer to the same extent and in the same manner as the Lessee.

ARTICLE 27 - ARTICLES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses and Department of Energy Acquisition Regulation (DEAR) clauses are incorporated herein by reference.

1. Clean Air and Water, FAR 52.223-12 ($100,000)

2. Affirmative Action for Handicapped Workers, FAR 52.222-36

3. Affirmative Action for Special Disabled and Vietnam Era Veterans FAR 52.222-35 ($10,000)

4. Utilization of Small Business concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals, FAR 52.219-8

5. Utilization of Women-Owned Small Businesses, FAR 52.219-13

Lessee	Lessor
EG&G IDAHO, INC.	ROBERT E. OR INA S. OYLER
By Dennis G. Miller	By Robert E. Oyler 5-19-1989
Title D. G. MILLER Subcontract Administrator	Title Owner