

U.S. House of Representatives

District Office Lease Extension

(Version 1.11)

- The undersigned agree that a District Office Lease ("LEASE"), including the District Office Lease Attachment, to which they are parties, which is dated on or about March 19, 2008 provides for the lease of office space located at 20 S. Martin Luther King in the city of Waukegan.
- The above referenced lease is extended through and including January 2, 2011. (This District Office Lease Extension Agreement may not provide for an extension beyond January 2, 2011, which is the end of the constitutional term of the 111th Congress.)
- The District Office Lease Attachment, version 1.11 — available at <http://www.house.gov/leases/district-office-lease-attachment.pdf> or by calling 202-225-6969 — is incorporated into the LEASE if it was not previously made a part of the LEASE.
- All provisions of the LEASE, including the District Office Lease Attachment, shall remain unchanged and in full effect, except that monthly rent shall now be \$538⁶³, and the following additional terms are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE".]

NONE
- The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent.

Suzi Schmidt

Print Name (LESSOR/Landlord)

Mark Steven Kirk

Print Name (LESSEE/Member of Congress)

LESSOR Signature

LESSEE Signature

(Date)

(Date)

From the Member's Office, who should be contacted with questions?

Name Ed Kelly

Phone (847) 940-0202

e-mail ed.kelly

@mail.house.gov

**This District Office Lease Attachment and the attached LEASE have been reviewed and are approved,
Pursuant to Regulations of the Committee on House Administration.**

Signed _____

Date _____, 20__

(Administrative Counsel)

Send completed form to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.

Copies may also be faxed to 202-225-6999

District Office Lease Attachment

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1. LESSOR (Landlord) and LESSEE (Member of Congress) agree that this District Office Lease Attachment (“ATTACHMENT”) is incorporated into and made part of the District Office Lease (“LEASE”) to which it is attached.
2. LESSOR expressly acknowledges that neither the U.S. House of Representatives (“HOUSE”) nor its Officers are liable for the performance of the LEASE. LESSOR further expressly acknowledges that payments made by the Chief Administrative Officer of the HOUSE (“CAO”) to LESSOR to satisfy LESSEE’s rent obligations under the LEASE – which payments are made solely on behalf of LESSEE in support of his/her official and representational duties as a Member of the U.S. House of Representatives – shall create no legal obligation or liability on the part of the CAO or the HOUSE whatsoever. LESSEE shall be solely responsible for the performance of the LEASE and LESSOR expressly agrees to look solely to LESSEE for such performance.
3. Any amendment to the LEASE must be in writing and signed by the LESSOR and LESSEE.
4. LESSOR and LESSEE understand and acknowledge that the LEASE shall not be valid, and the CAO will not authorized the disbursement of funds to the LESSOR, until the Administrative Counsel for the CAO (“Administrative Counsel”) has reviewed the LEASE to determine that it complies with the Rules of the HOUSE and the Regulations of the Committee on House Administration, and approved the LEASE by signing below. LESSOR and LESSEE also understand and acknowledge that the Administrative Counsel must review and approve any substantive amendments to the LEASE.
5. The LEASE is a fixed term lease with equal monthly installments for which payment is due at the end of each calendar month. In the event of a payment dispute, LESSOR agrees to contact the Office of Finance of the HOUSE at 202-225-7474 to attempt to resolve the dispute before contacting LESSEE.
6. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected.
7. Any provision in the LEASE purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the LEASE purporting to vary the dollar amount of the rent specified in the LEASE by any cost of living clause, operating expense clause, pro rata expense clause, elevator clause, escalator clause, or any other adjustment or measure during the term of the LEASE shall have no force or effect.
8. If either LESSOR or LESSEE terminates the LEASE under the terms of the LEASE, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, 241 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
9. LESSOR agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, carpets, elevators, escalators, entryways, exits, alleys, and other like areas. LESSOR also agrees to maintain, repair in good order, or replaces as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, carpets, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment serving the premises. LESSOR shall be liable for any

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- damage, either to persons or property, sustained by LESSEE or any of his or her employees or guests, caused by LESSOR's failure to fulfill its obligations under this paragraph.
10. LESSOR agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the LESSEE to purchase private liability insurance.
 11. LESSOR agrees that neither LESSEE nor the HOUSE or any of the HOUSE's officers or employees will indemnify LESSOR against any liability of LESSOR to any third party that may arise during or as a result of the LEASE or LESSEE's tenancy.
 12. LESSOR agrees to promptly notify LESSEE in writing in the event LESSOR sells, transfers, or otherwise disposes of the leased premises; in the event LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. LESSEE shall promptly file a copy of any such notice with the Office of Finance, 241 Longworth House Office Building, Washington, D.C. 20515.
 13. LESSOR shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act).
 14. If LESSOR permits the LESSEE to holdover, all terms of the LEASE (including the monthly rent) shall continue unaltered during any period of such holdover tenancy. Thereafter, any such holdover tenancy begins, the LEASE may be terminated by either party giving 30 days written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered, faxed, or, if mailed, the date such notice is postmarked.
 15. LESSOR agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
 16. LESSOR shall promptly refund to the CAO, without formal demand, any payment made to the LESSOR by the CAO for any period for which rent is not owed because the LEASE has ended or been terminated.
 17. The parties agree that any charges for default, early termination, or cancellation of the LEASE, which results from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE.
 18. In the event LESSEE dies, resigns, or is removed from office during the term of this LEASE, the Clerk of the HOUSE may, at his or her sole option, either (a) terminate this LEASE by giving thirty (30) days written notice to LESSOR, or (b) assume the obligation of the LEASE and continue to occupy the premises for a period not to exceed sixty (60) days following the election of the LESSEE's successor. In the event the Clerk elects to terminate the LEASE, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered or, if mailed, the date on which such notice is postmarked.
 19. Should any provision of this Attachment be inconsistent with any provision of the attached LEASE (or with any subsequent or additional amendments thereto), the provisions of this

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Attachment shall control, and those inconsistent provisions of the LEASE (or any subsequent or additional amendments thereto), shall have no force and effect to the extent of such inconsistency.

- 20. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 21. This lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The LESSOR and LESSEE certify that the parties are not related nor have had, or continue to have, a business relationship (except as a landlord and tenant relationship).
- 22. The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent.

Suzi Schmidt

Mark Steven Kirk

Print Name (LESSOR/Landlord)

Print Name (LESSEE/Member of Congress)

LESSOR Signature

LESSEE Signature

(Date)

(Date)

From the Member's Office, who should be contacted with questions?

Name Ed Kelly Phone (847) 940-0202 e-mail ed.kelly @mail.house.gov

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Pursuant to Regulations of the Committee on House Administration.**

Signed _____ Date _____, 20____
(Administrative Counsel)

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