

2. TERM:

TO HAVE AND TO HOLD the said Leased Space for a period of five (5) years, beginning **January 1, 2023** and continuing through **December 31, 2027**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are issued in accordance with Wildland Fire Legislation as updated annually in the Consolidated Appropriations Act, 2022 – Public Law H.R. 1865-173.

A. GOVERNMENT shall pay LESSOR an annual rental payment of **\$14,739.24** in advance for the Leased Premises for the year beginning January 1, 2023 and ending December 31, 2023.

Lease Rate for IP-3					
BLM Lease Reference		L23PL000			
Year 1 Rates: 1/1/2023 - 12/31/2023*					
Space Description	SF	Rate/SFPA	Monthly	Annual	
IP-3	4,000	\$3.6848	\$1,228.27	\$14,739.24	
*Adjusted annually by CPI-W, 1982-1984=100					

B. Rent shall be payable annually, in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, any rentals received shall be prorated to coincide with the termination date.

C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to the LESSOR, according to its data in the System of Award Management (SAM).

D. Annual Rental Escalation. Beginning with the second year of this Lease extension and each year thereafter, GOVERNMENT shall pay adjusted annual rent. The amount of adjustment will be determined by multiplying each year’s annual rental rate by the percent of change of the Cost-of-Living index. The percent change will be computed by comparing the index figure published for the month prior to the Lease commencement date with the index figure published for the month that begins with a successive 12-month period. For example, a lease that commences in October 2022 would use the index published for September of 2023, to determine the amount of increase after the first year of the lease (the difference between the index in September 2022 and the index of September 2023). The following year the index published for September of 2024 would be used subtracting the previous year’s index for September of 2023 and so on, to determine the percent change due each year. The Cost of Living Index will be measured by the U.S. Department of Labor (DOL) revised Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) U.S. City Average, All Items Figure (1982-1984=100) published by the Bureau of Labor Statistics. Rental adjustments will be effective on the anniversary date of this Lease. Payment of the adjusted rent will become due with the annual rental payment per the terms of the Lease. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under this Lease, the rent amount will remain unchanged.

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4. TERMINATION:

GOVERNMENT and LESSOR have the following termination rights:

- A. Termination shall require 90 days' written notification to the other party.
- B. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

No utilities are provided as part of the Leased Premises or included in the rental payments.

6. ALTERATIONS:

With prior LESSOR permission, said permission not to be unreasonably withheld, GOVERNMENT shall have the right during the existence of this lease agreement to make alterations, attach fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT.

Any GOVERNMENT requested alterations to the space will be funded by GOVERNMENT. Upon removal of the alterations, GOVERNMENT shall return the Leased Premises in the same condition, normal wear and tear excepted.

7. WAIVER OF RESTORATION:

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within fifteen (15) business days prior to termination or cancellation of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR.

8. ADDITIONAL SERVICES:

LESSOR will not be paid for any services which are not authorized in advance by the GOVERNMENT on-site Representative. Upon timely presentation of a properly certified invoice, payment will be made by GOVERNMENT for services requested and furnished.

9. LIABILITY:

GOVERNMENT is responsible for the Leased Premises located at 481 North View Drive, Billings, MT as determined under and in accordance with this Lease Agreement and the laws of the State of Montana, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

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10. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR’S designated representatives, subject to LESSOR’S various rights contained elsewhere in this Lease Agreement.

11. HAZARDOUS SUBSTANCE CONTAMINATION:

GOVERNMENT assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the occupancy or conduct of its business. “Hazardous Substance” shall be interpreted broadly to mean any substance or toxic material, fuel, or petroleum-based products, hazardous or toxic, or radioactive substance, or other similar term by any Federal, State, or applicable local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. GOVERNMENT, subject to the terms and conditions of the Federal Tort Claims Act, 28 U.S.C., Section 2671, et seq., will hold LESSOR harmless from and indemnify LESSOR against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorney’s fees and costs incurred as a result thereof.

12. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such postmarking.

All notices to **LESSOR** shall be mailed to:

City of Billings
ATTN: Marita Herold
1901 Terminal Circle RM 216
Billings, Montana 59105
Telephone: (406) 237-6284

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All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
ATTN: Barbra Burns-Fink
National Operations Center
Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047
Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

GOVERNMENT on-site Representative:
Bureau of Land Management
ATTN: Josh King, Cache Manage
551 North View Drive
Billings, MT 59105
Telephone: (406) 896-2872

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

14. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

15. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

16. The following clauses are incorporated by reference:

FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

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AGREED AND EXECUTED as below written:

FOR THE LESSOR: CITY OF BILLINGS

Signature: _____

Name: _____

Title: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

FOR THE GOVERNMENT:

Barbra A. Burns-Fink
Lease Contracting Officer

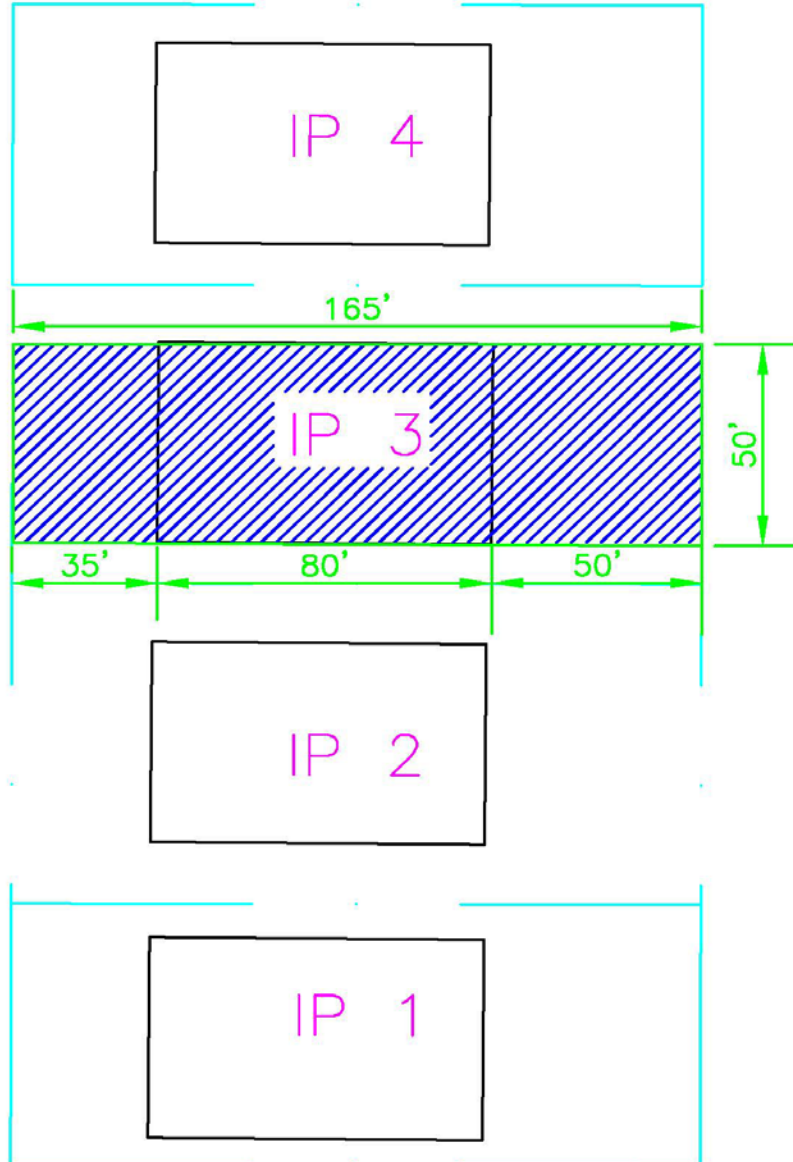
Bureau of Land Management

Date: *See digital stamp contained above in the digital signature*

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Lessor Government

Exhibit A

Depiction of Leased Premises



**AIRPORT BUSINESS PARK
IP-3 HANGAR
BILLINGS LOGAN INTERNATIONAL AIRPORT**

Initials: _____
Lessor Government