This template lease should be used for a lease with a term of **one year or less** under which the lessee will **not** make improvements to the leased property. It is particularly appropriate to use in connection with the short-term leases of sixty (60) days or less, that may be awarded under 36 C.F.R. § 18.9.



**LEASE**

between

**United States OF AMERICA**

**UNITED STATES Department of the Interior**

**National Park Service**

and

**[Insert Name of Lessee Here]**

for the Premises known as

**[Insert Name of PremIsEs Here]**

**NPS Lease# L-[Park Alpha Code]-[Lease Number]-[Year]**

**Template short-term lease (without improvements)**

**THIS LEASE** (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and (Lessee).

**WITNESSETH THAT**:

**WHEREAS**, the NPS administers [Name of Park Area] (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to [Name of Park Area];

**WHEREAS**, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

**WHEREAS**, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area’s General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

**WHEREAS**, the Lessee desires to lease the property on the terms and conditions set forth in this

Lease.

[Include additional WHEREAS clauses as appropriate to describe the background and rationale for entering into this Lease, including any unique determinations or authorities that may have been relied upon as justification.]

**NOW THEREFORE**, in consideration of their mutual promises, the Lessor and the Lessee hereby agree to the following terms and conditions:

**1. Term of Lease**. The term of this lease (Lease Term) will be for a period of days commencing on (Commencement Date) and expiring on (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date).

**2. Description of Premises**. The leased property (Premises) is described as follows:

[Insert description of the Premises.]

**3. Use of the Premises**. The Lessee may use the Premises only for the following purposes:

[Describe authorized uses.]

**4.**  Rent**.** The Lessee must pay to the Lessor rent in the following amounts:

[Insert amount of rent and payment dates.]

**5. Park Area Conditions**. This Lease is subject to the following special conditions:

[Specify special park area conditions, e.g., operational requirements, special maintenance requirements, etc. If there are none, enter “None” to so indicate.]

**6. General Terms and Conditions**. This Lease is subject to the General Terms and Conditions contained in Exhibit A to this Lease, hereby incorporated by reference.

**IN WITNESS WHEREOF**, the, Regional Director, Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

**LESSOR:**

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSEE:**

( )

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A: GENERAL TERMS AND CONDITIONS**

**Section 1. RESERVATION OF RIGHTS**

**(a) In General**. This Lease is subject to all Applicable Laws, and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises; and excepts and reserves to the Lessor the right, at reasonable times and, except in case of emergency, following advance notice to the Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources. The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee’s use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor’s exercise of its rights under this Lease or by the Lessor’s actions to manage or protect the Park Area’s resources and visitors.

(**b)** Applicable Laws means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee’s activities on the Premises.

**Section 2. HISTORIC PROPERTY**

The Premises (or portions of the Premises) [are] [are not] historic property as defined in Part 18 of Title 36 of the Code of Federal Regulations.

[Delete the inapplicable bracketed statement and remove the brackets from the remaining one.]

**Section 3. SITE DISTURBANCE**

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor’s prior written approval. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

**Section 4. PERMITS AND IMPOSITIONS**

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

**Section 5. ALTERATIONS**

The Lessee may not make any Alterations of any nature to the Premises without the Lessor’s prior written approval. “Alterations” means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises.

**Section 6. RECORDS AND AUDITS**

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee’s use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee’s compliance with the terms and conditions of this Lease**.**

**Section 7.** **MAINTENANCE AND REPAIR**

**(a) In General**. The Lessee is solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation, the performance of all repairs and maintenance necessary to maintain the Premises and the improvements thereon in good order, condition, and repair and in compliance with all Applicable Laws.

**(b) Historic Property**. If the Premises (or any part of the Premises) are historic property as indicated in Section 2 of this Exhibit A, the Lessee must repair and maintain all portions of the Premises that are so designated property in accordance with a Preservation Maintenance Plan prepared by the Lessor as appropriate and consistent with the requirements of the Secretary of the Interior’s Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68 and NPS 28, “Cultural Resource Management Guideline.”

**Section 8. UTILITIES**

At its sole expense the Lessee must make all arrangements with appropriate utility providers (including the Lessor, where applicable), for all utilities furnished to the Premises, including gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by the Lessor will be subject to the Lessor’s established policies and procedures, including NPS Director’s Order #35B, for the provision of utility services.

**Section 9. HAZARDOUS MATERIALS**

The following provisions apply to Hazardous Materials associated with the Premises:

**(a) In General.** No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;

**(b) Hazardous Materials** means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas.

**Section 10.** **INSURANCE AND INDEMNIFICATION**

**(a) Insurance**. At all times during the Lease Term and at the Lessee’s sole expense, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor, the insurance coverages set forth in Exhibit B to this Lease.

**(b) Disposition of Insurance Proceeds.** All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee’s personal property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

**(c) Inadequate Insurance Coverage.** The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee’s insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor’s approval of the Lessee’s insurer or insurance coverage; or alters in any way the Lessee’s sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

**(d) Indemnity**. The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee’s activities under this Lease, or the activities of the Lessee’s employees, agents, sublessees, or contractors; out of the design, construction, maintenance, or condition of any improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, the Lessor may be liable for the negligent or wrongful acts or omissions of its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

**Section 11. DAMAGE OR DESTRUCTION**

**(a) Damage or Destruction; Duty to Restore.** If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

(1) the Lessee, subject to the Lessor’s prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or

(2) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

**(b) No Termination; No Effect on Rental Obligation.** No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided for in paragraph (a)(2) in this section of the Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee’s obligation to pay the rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of rent paid hereunder. Unless this Lease is terminated under this Section 11, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease.

**Section 12. LIENS**

**(a) No Power in Lessee to Create.** The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest, or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

**Section 13. ASSIGNMENTS AND ENCUMBRANCES**

The Lessee may not assign, sublease, or encumber this Lease in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor’s prior written approval.

**Section 14. DEFAULTS AND LESSOR’S REMEDIES**

**(a) Termination for Default**. The Lessor may terminate this Lease for default if the Lessee fails to perform any of its responsibilities or obligations under this Lease. Before terminating this Lease for default, the Lessor will provide the Lessee with a written notice of default giving the Lessee fifteen (15) calendar days to cure a monetary default or thirty (30) calendar days to cure a non-monetary default. If the Lessee does not cure its default within the applicable cure period, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its personal property from, and to vacate, the Premises. If the Lessee fails to remove all of its personal property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

**(b)** **No Waiver.** Neither the Lessor’s failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor’s acceptance of full or partial rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

**Section 15. SURRENDER AND HOLDING OVER**

**(a) Surrender of the Premises**. On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee’s personal property from the Premises; and return the Premises, including any personal property owned by the Lessor that is made available to the Lessee for the Lessee’s use under this Lease, to as good an order and condition as that existing upon the Commencement Date, ordinary wear and tear excepted.

For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report (Exhibit C), documenting the condition of the Premises, including any personal property owned by the Lessor that is made available to the Lessee for the Lessee’s use under this Lease, as of the Commencement Date, to constitute the basis for settlement by the Lessee to the Lessor for the Lessor’s personal property, or elements of the Premises shown to be lost, damaged or destroyed. Any such personal property, or other elements of the Premises must be either replaced or returned to the condition required under this section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof.

**(b)** **Holding Over.** This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

**Section 16. EQUAL OPPORTUNITY LAWS**

The Lessee and the Lessee’s agents must comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as amended, as well as Executive Order 11246 of September 24, 1965, as amended; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112, as amended, which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. ch. 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967, as amended; (e) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. In addition, the Lessee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into this Lease as if fully set forth in this Lease.

**Section 17. INTEREST AND PENALTIES**

“Interest” means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the “Federal Register” or successor publication. Interest will automatically accrue on overdue rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late rent payments in accordance with Applicable Laws.

**Section 18. NOTICES**

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party):

If to the Lessor:

[Lessor’s address and name of person to whom the notice should be addressed]

If to the Lessee:

[Lessee’s address and name of person to whom the notice should be addressed]

**Section 19. OTHER PROVISIONS**

**(a)** The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

**(b)** This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.

**(c)** This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

**(d)** The Lessee 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. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.

**(e)** If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.

**(f)** All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

**(g)** Time is of the essence to this Lease and all of its terms and conditions.

**(h)** The laws of the United States govern the validity, construction, and effect of this Lease.

**(i)** This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.

**(j)** The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all subleases.

**(k)** If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.

**(l)** Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor’s rights, including court costs.

**(m)** Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Moreover, nothing in this Lease prevents the cancellation of this Lease by the Lessor in the exercise of its sovereign authority, subject to any constraints imposed on it by Applicable Laws.

**EXHIBIT B: Insurance Requirements**

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

**1. Types of Insurance (Non-Construction)**

(a) Property Insurance - An all-risk or special-form, including fire, vandalism, and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance – At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company’s liability under the policy.

(c) Worker’s Compensation and Employer’s Liability Insurance - Worker’s compensation insurance in the statutory amounts and coverage required under worker’s compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee’s use and occupancy of the Premises; and employer’s liability insurance, with limits of not less than ($ ) for bodily injury per incident and ($ ) aggregate, or such higher amounts as may be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than ($ ) per incident and ($ ) aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, with respect to the interests of the Lessor, the loss (or reduction) of rent payments to the Lessor by the Lessee. Coverage amounts will be as required by the Lessor but in no event less than ($ ) per incident and ($ ) in the aggregate.

(f) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

**2. Conditions of Insurance**

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best’s Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee’s agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

**EXHIBIT C: Inventory and Condition Report**

(Insert Inventory and Condition Report)

**EXHIBIT D: Maintenance Plan**

(Insert Maintenance Plan If Applicable)

# EXHIBIT E: Preservation Maintenance Plan

(Insert Preservation Maintenance Plan upon Completion and Acceptance)