District Office Lease Amendment - Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

- A. Section 1 has three blank lines to be filled in:
 - 1. the term of the previous lease that is being amended or extended;
 - 2. street address of office being leased; and
 - 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2023. If the lease term is not going to be extended, write "N/A" in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write "NONE" in the space provided.
- D. The Member/Member-Elect is required to personally sign the documents.
- E. A District Office Lease Attachment for the 117th Congress must accompany this District Office Lease Amendment ("Amendment").
- F. Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 117th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

District Office Lease Amendment

(Page 1 of 2 - 117th Congress)

1.	Prior Lease Term. The undersigned Landlord ("Lessor") and Member of the U. S. House of						
	Representatives ("Lessee") agree that they previously entered into a District Office Lease						
	("Lease") (along with the District Office Lease Attachment), which covered the period from						
	1/3/2019	to 1/2/2021	for the lease of office space				
	located at 171 SW		in				
	the city, state and	the city, state and ZIP of STUART FLORIDA 34994					
2.	Extended Term.		ed Lease is extended through and including				
			This District Office Lease Amendment				
	("Amendment") may not provide for an extension beyond January 2, 2023, which is the end of						
	the constitutional	term of the 117th Congress.)					
3.		ther Changes. The monthly rent	for the extended term of the Lease shall now				
	be 1000	All other provisions of	the existing Lease shall remain unchanged and				
	in full effect, exc	ept for the following additional ter	ms, which are modified as indicated in the ied, write the word "NONE" below].				
	1	are to be mount	ied, write the word 11011L below].				

NONE

- 4. **District Office Lease Attachment for 117th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress and the District Office Lease Attachment for the 117th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
- **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

District Office Lease Amendment

(Page 2 of 2 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

CITY OF STUART	Print Name of Lessee		
Print Name of Lessor/Landlord/Company			
By:			
Lessor Signature Name: Title:	Lessee Signature		
	3/17/21		
Date	Date		

District Office Lease Attachment-Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- C. The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.
- D. Section B ("Additional Terms and Conditions") of the Attachment <u>SHALL NOT</u> have any provisions deleted or changed.
- E. Even if rent is zero, an Attachment is still required.
- F. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- I. Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):					
* High-Speed Internet Available Within the Leased Space. Please list any internet providers known to provide service to the property:					
* Interior Wiring CAT 5e or Better within Leased Space.					
To be completed by the Lessor (optional amenities):					
Amenities are separately listed elsewhere in the Lease. (The below checklist can be left blank if the above box is checked.)					
The Lease includes (please check and complete all that apply):					
Lockable Space for Networking Equipment.					
✓ <u>Telephone Service Available</u> .					
Parking. Assigned Parking Spaces					
Unassigned Parking Spaces					
General Off-Street Parking on an As-Available Basis					
Utilities. Includes:					
<u>Januoriai Services</u> . Frequency:					
Trash Removal. Frequency:					
Carpet Cleaning. Frequency:					
Window Washing. Window Treatments.					
Tenant Alterations Included In Rental Rate.					
After Hours Building Access.					
Office Furnishings. Includes:					
Cable TV Accessible. If checked, Included in Rental Rate: • Yes • No					
Building Manager. O Onsite O On Call Contact Name: Phone Number: Email Address:					
To be completed by the Member-Member-elect (required):					
 The leased space will serve as my flagship (primary) District Office. The leased space will NOT serve as my flagship (primary) District Office. 					

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

Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

(Page 2 of 5 - 117th Congress)

SECTION B (Additional Lease Terms)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "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 (the "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 House 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. Modifications. Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations. Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the 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 the last page of this Attachment.
- **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before 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.
- **Void Provisions.** 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, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. **Certain Charges.** The parties agree that any charge 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, and shall not be paid by the CAO on behalf of the Lessee.
- **8. Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior 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 certification of 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 to the Lessor or, if mailed, the date on which such notice is postmarked.

- 9. Term. The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
- 10. Early Termination. 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, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 11. Assignments. Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
- 12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 13. Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 117th Congress)

- **Maintenance of Common Areas.** 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, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace 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, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- 17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any 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 <u>Sections 15</u> and 16.
- **18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act. 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. Lessee shall not be required to provide any certificates of insurance to Lessor.
- **20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless 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.
- 21. Compliance with Laws. 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), both in the common areas of the building and the leased space of the Lessee.
- **Electronic Funds Transfer.** 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.
- **Refunds.** 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.
- **24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

- **25. Construction.** 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.
- **26. Fair Market Value.** The Lease or Amendment 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 relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- **27. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- **28. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **29. Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

CITY OF STUART	Congressman Brian Mast				
Print Name of Lessor/Landlord	Print Name of Lessee				
By: Lessor Signature Name: Title:	Lessee Signature				
Date	3/17/21 Date				
From the Member's Office, who is the point of contact for questions? Name South Hind Mach Phone (202) 731 4637 E-mail	jobelsonomast hose @mail.house.gov				
This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.					
Signed	Data				
(Administrative Counsel)	, 20				
Send completed forms to: Administrative Counsel, 217 Ford Copies may also be faxed to	House Office Building, Washington, D.C. 20515.				

U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the

email or fax number listed. RETURN FORM TO:	vendorEFT@m	ail.house.gov	FA	· (NUMBER:	(202) 225-6914			
SECTION I	UNITED STATE	S HOUSE OF R						
ADDRESS	UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515							
AGENCY IDENTIFIER	53-6002523	AGENCY LO	CATION CODE 4832	-	TELEPHONE NUMBER (202) 226-2277			
SECTION II	PAY	EE/COMPANY	INFORMATION					
NAME AS SHOWN ON YOUR INC	OME TAX RETURN		BUSINESS NAME/DISREGA ON YOUR INCOME TAX RE		ME OR DBA, IF DIFFERENT THAN NAME			
ADDRESS/CITY/STATE/ZIP			Enter the correct Tax Identif	fication Number ty	pe ·			
			SOCIAL SECURITY NUMB	ER (SSN)	EMPLOYER TAX ID NUMBER (EIN)			
					or			
CONTACT PERSON NAME			PURCHASE ORDER ADDRE	SS/CITY/STATE/Z	IP III			
r'na a II	, j		DO EMAIL					
EMAIL			PO EMAIL					
TELEPHONE NUMBER	FAX NUMBER		TELEPHONE NUMBER		FAX NUMBER			
REMIT TO ADDRESS								
* 1								
Single Member LLC Limited Liability Company. Check Note. For asingle-member to Government Entity. Check the tage of the Country of the Count	the appropriate box for the tax	S corporation Partnershic classification of the single-member	ip er owner.	entities, not individuals): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)				
SECTION III	FINA	NCIAL INST	ITUTION INFOR	RMATION	U.S.)			
BANK NAME	1 11 17	nieme mist		TELEPHONE NUM				
NINE-DIGIT ROUTING TRANSIT	NUMBER							
			0					
DEPOSITOR ACCOUNT TITLE					* a			
DEPOSITOR ACCOUNT NUMBE	R		LOCKBOX NUMBER					
TYPE OF ACCOUNT	CHECKING	OSAVING	SS	OLOCK	KBOX			
SECTION IV	SOCIO-		INFORMATION					
Type of Business				m-Disadv/Minority	OSm-Disadv Only OSmMin Only			
Sm-Disadvantaged Business Pr	og O8 (a) Firm	HUBZone Program		Emerging Small Bu				
Other Preference Programs	OBuy Indian ODire	ected to JWOD Non-Profit	ONo Preference/Not Listed	Small Business Set-	Aside OVery Small Business Set-Aside			
Veteran Owned Status ONon-Vet Owned SmBus Other Vet Owned SmBus OSenv-Disabled Vet Other Bus OSenv-Disabled Vet Owned SmBus OVet-Owned Other Bus								
Size of Business:		B) 51-100 (C) 101-250 (P) 2.1-3.5 million (R)	OD) 251-500 OE) 501-750 3.1-5 million OS) 5.1-10 milli		G) Over 1,000 M) 1 million or less million Z)Over 17 million			
SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY								
NAME	ME TITLE/POSITION							
SIGNATURE	ĪDA	TE		TELE				
		200						

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME

name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN)

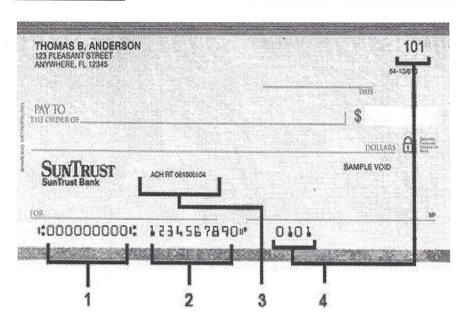
financial institution's 9 digit routing transit number; found on the bottom of a check or deposit ticket or from your Financial Institution

ACCOUNT TITLE

employee's or vendor's name on the account

ACCOUNT NUMBER

account number at the financial institution



- Routing Transit Number (RTN)

 nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
- Account number this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
- ACH Routing Transit Number Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with SunTrust Bank.
- Check number This information is not necessary do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.