

ORIGINAL
STAMPED IN RED

RESOLUTION R-2011-012

*Authorizing the City Manager to execute a Lease
between the City of Columbia and U.S. House Representative James E. Clyburn
for approximately 5,199.50 square feet of office space
known as Suite 200, 1225 Lady Street*

BE IT RESOLVED by the Mayor and City Council this 25th day of January, 2011,
that the City Manager is authorized to execute the attached Lease between the City of
Columbia and U.S. House Representative James E. Clyburn for lease of approximately
5,199.50 square feet of office space known as Suite 200, 1225 Lady Street.

Requested by:

General Services



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 1/25/2011
Final Reading: 1/25/2011

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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Pursuant to 2 U.S.C. § 57, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, the City of Columbia, South Carolina, located at 1737 Main Street, Columbia, South Carolina 29201.

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("LESSOR"), and The Honorable James E. Clyburn, a Member/Member-Elect of the U.S. House of Representatives ("LESSEE"), agree as follows:

1. LESSOR shall lease to LESSEE 5,199.50 square feet of office space located at 1225 Lady Street, Suite 200 in the city, state and ZIP code of Columbia, South Carolina 29201. The Lease includes 11 parking spaces, which are assigned or unassigned (please check one).
2. LESSEE shall have and hold the leased premises for the period beginning January 3, 2011 and ending January 2, 2013. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2013, which is the end of the constitutional term of the Congress to which the Member is elected.
3. The monthly rent shall be \$5,367.28, and is payable in arrears on or before the last day of each calendar month. Rent payable under this LEASE shall be prorated on a daily basis for any fraction of a month of occupancy.
4. This LEASE may be terminated by either party giving Sixty (60) days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
5. During the effective term of this LEASE, rent payments under paragraph 3 shall be remitted to the LESSOR by the Chief Administrative Officer of the U.S. House of Representatives ("CAO") on behalf of the LESSEE.

U.S. House of Representatives
Washington, D.C. 20515

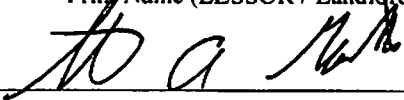
District Office Lease

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6. The District Office Lease Attachment attached hereto is incorporated herein by reference, and this LEASE shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment.
7. Any amendments, additions or modifications to this LEASE inconsistent with paragraphs 1 through 6 above shall have no force or effect to the extent of such inconsistency.
8. Additionally, the LESSOR and the LESSEE agree

the City of Columbia, South Carolina

Print Name (LESSOR / Landlord)



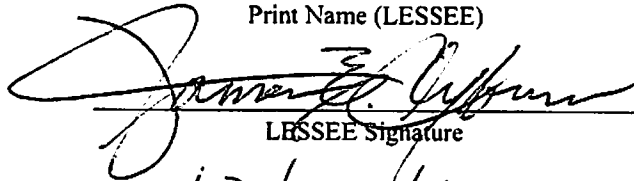
LESSOR Signature

1. 26. 11

(Date)

The Honorable James E. Clyburn

Print Name (LESSEE)



LESSEE Signature

12/17/10

(Date)

This District Office Lease must be accompanied by an executed District Office Lease Attachment.

District Office Lease Attachment

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1. 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”) 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 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. 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 approve any amendment to the LEASE prior to its execution.
4. 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 on page 3.
5. The LEASE is a fixed term lease with 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. 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. 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, and shall not be paid by the CAO on behalf of the LESSEE.
7. 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 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.

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Washington, D.C. 20515

District Office Lease Attachment

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8. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected. Should the Member-Elect not take office and serve as a Member of the 112th Congress, the lease will be considered null and void.
9. 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.
10. 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, U.S. House of Representatives, 241 Longworth House Office Building, Washington, D.C. 20515.
11. 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 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, carpets, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment serving the premises. 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 this paragraph.
12. 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.
13. 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.
14. 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).
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.

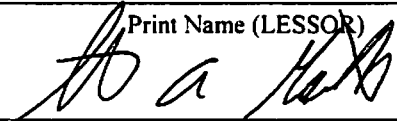
District Office Lease Attachment

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- 17. 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 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.
- 18. 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.
- 19. 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 relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 20. 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 unless otherwise authorized by Regulations of the Committee on House Administration.

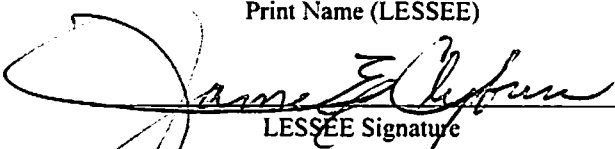
the City of Columbia, South Carolina

The Honorable James E. Clyburn

Print Name (LESSOR)


LESSOR Signature
1.26.11

(Date)

Print Name (LESSEE)


LESSEE Signature
12/17/10

(Date)

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

Name Robert M. Nance Phone (803) 974-9091 E-mail robert.nance @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 forms to:
Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.