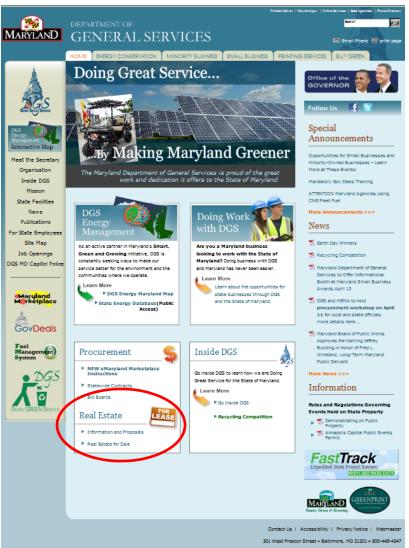
DGS Leasing Language Update - Recycling

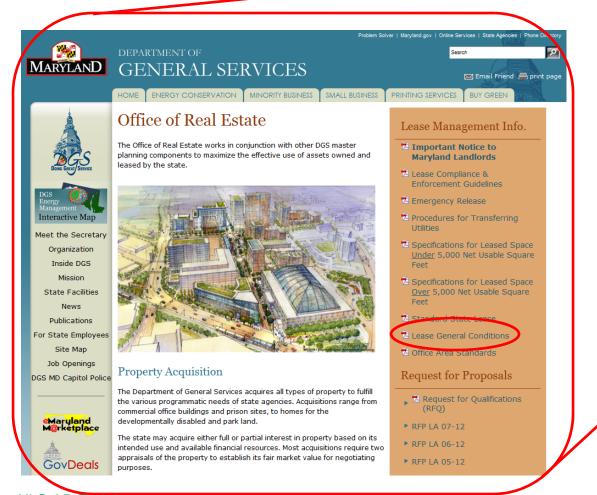
Recycling provisions can be found in Real Estate section of DGS website – Lease General Conditions





DGS Leasing Language Update - Recycling

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DGS Leasing Language Update - Recycling

Section 17.9 (Page 15 of 17) Compliance with State Recycling Plan

Lessor [Landlord] shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials.

Lessor [Landlord] warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment... to ensure Lessee's [Tenant's] compliance... and proper recycling of collected recyclable materials.

17.9 Compliance with State Recycling Plan. The Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that is has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.



leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a lease or contract, then twice a year, throughout the lease or contract term, (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31. [COMAR 21.07.01.20, SF 13-218 (7); SF 17-402]

17.9 Compliance with State Recycling Plan. The Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that is has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

17.10 Retention of Records. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or fo such time period specified under any applicable statute of limitations, whichever is longer, or shall make said records available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

17.11 Representations and Warranties. The Lessor hereby represents and warrants that:

- It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect t the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not of mitted to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Leas.
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease and
- D. It shall obtain at its expense, all licenses, permits, insurance, and severamental approvals, if any, necessary to the performance of its obligations under this Lease.
- 17.12 Addenorm. The Lessor agrees to fully complete, execute and/or comply with the all affidavits that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.
- 17.1 Complete Writing. The Lease contains, in writing, the full and complete understarting of the parties and the parties stipulate that there are no oral terms of this Lease
 - 17.14 Lease Amendments. The Lease may be amended, but only in writing, signed and cuted with all formalities and signatures with which this Lease is signed and executed.
- 17.15 Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Lesse and Lessor agrees to permit the Lessee quiet enjoyment of

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	Lessor's Initials	Date	

All StAR Training Thursday June 26, 2013