**[TRIBE/TRIBAL ORGANIZATION NAME]**

**[SCHOOL NAME]**

**THIS LEASE** is made and entered into as of the Date by and between **[TRIBE/TRIBAL ORGANIZATION NAME]**, a federally recognized Indian Tribe (**“*Lessor”***), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary – Indian Affairs (hereinafter referred to as **“*U.S. Government*”**), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(*l*) and the regulations at 25 USC Chapter 27, and pursuant to the agreement and authority set out in the “PL100-297 GRANT” Between the [TRIBE/TRIBAL ORGANIZATION NAME] and the United States of America” (“Grant”) and associated funding agreement(s).

 Lessor and the U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:

A total of \_\_\_\_\_\_\_\_\_\_ leasable square feet within the Tribal School located at Address. (See Exhibit A).

1. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to the U.S. Government, and the U.S. Government hereby leases and accepts the Leased Premises from Lessor.
2. **Purpose.** The [TRIBE/TRIBAL ORGANIZATION NAME] shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following programs pursuant to the 202X 297 Grant (“Grant”) between the [TRIBE/TRIBAL ORGANIZATION NAME] and the U.S. Department of the Interior.
* Tribal School (grades)
1. **Permitted Use of Leased Premises.** At all times during the Lease Term, the [TRIBE/TRIBAL ORGANIZATION NAME] shall operate the leased premises for the administration and delivery of services relating to education and school programs pursuant to the grant and paragraph 3, as stated above.  No change of the Permitted Use of the Leased Premises shall be undertaken without the prior written approval of the parties.
2. **Authority.** The parties enter into this Lease under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. § 5324(*l*), the regulations at 25 USC Chapter 27, and the Grant.
3. **Incorporation of Lease Under PL100-297 Grant.** At the request of the Lessor, this Lease shall be entered into by the U.S. Government, pursuant to Item 15.047 of the Grant and 25 U.S.C. § 5324(*l*), and thereafter shall be incorporated into the Grant by amendment.
4. **Impact on Contract Support Cost Calculations.**
	1. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (**See Exhibit B**) and may not be included in Contract Support Cost Calculations under the Grant.
	2. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Grant. The purpose of this section is to prevent duplicate compensation for Lease costs.
5. **Lease Term.** The term for this Lease will be for the period commencing [START DATE] through [END DATE]. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed in two (2) year periods, subject to 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the Lease Term.
6. **Lease Compensation**
	1. **Payment.** Lease Compensation shall be payable directly to the Lessor in accordance with Item 15.046 of the Grant and 25 USC Chapter 27.
	2. **Facility Lease Compensation**. The lease compensation due for the first year of the Lease Term is $\_\_\_\_\_\_\_\_\_\_\_\_. This represents compensation for the cost elements identified in **Exhibit B**.  This amount represents the full and complete Compensation for the first year under the 202X Lease Agreement. Compensation for the second year of the Lease Term will be memorialized in a separate Lease Modification. Once the Compensation for the second year is agreed to and set forth in a Lease Modification, the Parties agree that Compensation for both years of the Lease Term (the “Total Lease Amount”) will be the final, negotiated amount, and no additional compensation will be due or owed under the 202X Lease Agreement.
	3. **Subject to Availability of Funds**. Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
7. **Insurance**.

**10.1. Lessor Responsibility.** The lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining “all-risk” property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises of such type and coverage, and on such other terms, as it may determine in its discretion.

**10.2. U.S. Government Responsibility**. The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et. seq.,* and backed by the United States Judgment Fund, a bureau of the United States Treasury.

1. **Additional Costs and Funding**. The lessor shall not request additional funding from the U.S. Government for the replacement or repair of the Leased Premises during the Lease Term.
2. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to the Lessor’s exercise of any right the Lessor may possess to review the operation of the Leased Premises during the Lease Term.
3. **Dispute Resolution.** Pursuant to the incorporation of this Lease into the Grant, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to 25 USC Chapter 27.
4. **Validity of Lease and Amendments.** This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the [TRIBE/TRIBAL ORGANIZATION NAME] with the [TRIBE/TRIBAL ORGANIZATION NAME]’s authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in writing approved by the Lessor and the U.S. Government.
5. **Severability.** If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
6. **Merger Clause.** This Lease document represents the entire agreement between [TRIBE/TRIBAL ORGANIZATION] and the United States Department of the Interior in relation to the facility lease for the [SCHOOL NAME] for [Fiscal/Calendar] Years [Beginning Year] - [Ending Year].  No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
7. **Notices; Payments; Demands**. Except for payments to Lessor, all notices, payments and demands shall be sent to the parties hereto at the address herein recited or to such addresses as the parties may hereafter designate in writing:

**17.1 For Lessor:** [Point of Contact Name]
[Tribe/Tribal Organization Name]
[Address]

**17.2 For U.S. Government:** Assistant Secretary – Indian Affairs
Department of the Interior
1849 C Street NW
MS-2071-MIB
Washington, DC 20240

 with a copy to:

 Bureau of Indian Education
 Seattle Education Resource Center
 909 1st Avenue Suite 104 Seattle, Washington 98014

 with a copy to:

 Office of Facilities, Property, and Safety Management -
Indian Affairs
Department of the Interior
12201 Sunrise Valley Dr.
Reston, VA 20192

1. **Waiver**. No waiver by a party of any of its rights or of any default of the other party’s obligations under this Lease or of any provision of this Lease shall be effective unless made in writing and signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.
2. **Commencement Date**. The Commencement Date for this Lease Agreement is the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202X.

LESSEE: LESSOR:

**United States Department of the Interior TRIBE/TRIBAL ORGANIZATION NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Jason Freihage Signatory Name
Deputy Assistant Secretary – Management Title

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_