

LEASE BETWEEN [TRIBE/TRIBAL ORGANIZATION]  
AND THE UNITED STATES DEPARTMENT OF THE INTERIOR  
[FISCAL/CALENDAR]

**[TRIBE/TRIBAL ORGANIZATION NAME]**

**[FACILITY NAME]**

**THIS LEASE** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **[TRIBE/TRIBAL ORGANIZATION NAME]**, a [federally recognized Indian Tribe/Tribal Organization] (“**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 C.F.R. Part 900, Subpart H, and pursuant to the agreement and authority set out in the “Compact of Self-Governance Between the [TRIBE/TRIBAL ORGANIZATION NAME] and the United States of America” (“Compact”) and associated funding agreement(s).

Lessor and 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 of [describe space – ex: “office space”] in the [FACILITY NAME] facility, located at \_\_\_\_\_. (See Exhibit A.) [IF SHARED SPACE IS INCLUDED: Compensable space includes \_\_\_\_\_ square feet of PFSA space and \_\_\_\_\_ square feet of Shared Space.]

2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **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 [SELECT: Annual Funding Agreement (“FA”) – OR - Multi-Year Funding Agreement (“MYFA”)] between the [TRIBE/TRIBAL ORGANIZATION NAME] and the U.S. Department of the Interior:

○ [List compacted PFSA’s administered in this space.]

4. **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 [Specify PFSA Categories] pursuant to the [FA/MYFA] and paragraph 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.

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5. **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) and the regulations at 25 C.F.R Part 900, Subpart H, and of the Compact.
6. **Incorporation of Lease Under Compact and MYFA.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to Section \_\_\_ of the [FA/MYFA] and 25 U.S.C. § 5324(l), and thereafter shall be incorporated into the [FA/MYFA] by amendment.
7. **Impact on Contract Support Cost Calculations.**
- a. 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 [FA/MYFA].
  - b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the [FA/MYFA]. The purpose of this section is to prevent duplicate compensation for Lease costs.
8. **Lease Term.** The term for this Lease is [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 annually, 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.
9. **Lease Compensation**
- a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section \_\_\_ of the [FA/MYFA].
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$ \_\_\_\_\_. This represents compensation for the cost elements identified in Exhibit B. This Total Lease Amount represents the full and complete compensation under the 2022 Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under the 2022 Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
10. **Insurance.**
- 10.1. **Lessor Responsibility.** 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

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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.
- 11. Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. Dispute Resolution.** Pursuant to incorporation of this Lease into the MYFA, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Article \_\_\_, Section \_\_\_ of the Compact.
- 14. 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 a writing approved by the Lessor and the U.S. Government.
- 15. 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.
- 16. Merger Clause.** This Lease document represents the entire agreement between [TRIBE/TRIBAL ORGANIZATION NAME] and the United States Department of the Interior in relation to the facilities lease for the [FACILITY NAME] for [Fiscal/Calendar] Year 2022. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
- 17. 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

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**17.2 For U.S. Government:** Assistant Secretary – Indian Affairs  
Department of the Interior  
1849 C Street NW  
MS-4660-MIB  
Washington, DC 20240

with a copy to:

Office of Self-Governance – Indian Affairs  
Department of the Interior  
1849 C Street NW  
MS-2071-MIB  
Washington, DC 20240

with a copy to:

Office of Facilities, Property, and Safety Management -  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

**18. 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 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.

**19. Commencement Date.** The Commencement Date for this Lease Agreement is the \_\_\_ day of \_\_\_\_\_, 2022.

LESSEE:

LESSOR:

**United States Department of the Interior**

**TRIBE/TRIBAL ORGANIZATION  
NAME**

\_\_\_\_\_  
Jason Freihage  
Deputy Assistant Secretary – Management

\_\_\_\_\_  
Signatory Name  
Title

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

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