		1		RT FORM LEASE				
THE UNDER	SIGNED, h	ereinafter called the		leases to the Unit	ed States Post	al Service her	einafter	ralled the Ports
Service, the p	remises her	einafter described	for postal purpos	es, pursuant to the	terms and Co	onditions desc	ribed her	caned the Posta ein and con-
tained in Gen	eral Condit	ions to Short Forr	m Lease, Form 74	117-A, attached he	reto.			
			1. LOCATION.	The premises are	ocated at:			
	•	Address)		(City)		ounty)	(State	and ZIP Code)
<u>on</u>	on Main Street			Eureka Eu		reka	eka Nevada 89316	
upon which is	s or will be	located a <u>One</u>	_story <u>brick</u>	building and which	h property co	ntains or will	contain :	areas and spaces
improvements	s and appur	tenances as follow	's: /S1	tucco		•	100	
All of L	Lot 5, B	lock 23, of T	lown of Eure	ka, state of	Nevada	· .	1	
AREA	^	DIMENSIONS	HET SQ. FT.	ARE	A .	DIMENSIO	HS	NET SQ. FT.
FIRST FLOOR		66' X 25' 1,650 DRIVEWAY		<u> </u>				
PLATFORM STORAGE OF	VEHICLES //	Vo. of United	<u> </u>	OTHER (Describe		37' x 25'		925
		,,		OTHER IDESCRIBE	,	1	\ I	
	2. TERM	AS (in each case to	vo (2) of the foll	owing paragraphs,	"A" "B" and	"C" must be	deleted	
14-4-3								
Month-to-M	Month. This	######################################	nth tenancy for a	in indefinite period	beginning	, 19	, and	l may be termi-
rected at an	ny time by	PARTE VINE	to the other a ()	nisty days' written	notice, any st	ich notice give	en by Les	sor to be di-
rected to the	ne Contract	ling Officer.				The same of the sa	· \	\ .
Fixed Tern	n. To have	and to hold said n	remises with the	r appurtenances fo	r a term of a	ne/ /120	ed and	twenty
* Januar	ry 19 198	31 , and ending	January 18	1991	. a tonit of 'T		monum i	segnining .
(1) The Po	stal Service	may terminate th	is agreement at a	ny time by giving	hirty days, w	ritten votice t	o the Te	\ '
(2) This ag	reement ma	v be renewed, at	the option of the	Postal Service, pr	nuity cays w	U yane, muite U	n notice	is given hetare
the end		,	Mouing tenarate	Toutal politice, pr	eme and at th	e following m	anthly re	utaje. Ia Biscii pesose
	1 OI THE 11X0	ed term, for the fo		and consecutive te				
	OI THE 11X	ed term, for the fo	onowing separate	and consecutive te	inis and at the			
+	1 01 the 11X6	AT	1 110 110	*us i^		NO. MONTHS		AT
NO. P	MONTHS	ed term, for the fo	1 110 110	*us i^	H RENTALI	NO, MONTHS	(PER	AT MONTH RENTAL
NO. P		AT	HTALI HO. MON	THS IPER MONT	H RENTALI	NO, MONTHS		AT
(e)	-60-	1PER MONTH RE	(b) -60-	THS IPER MONT	H RENYAL)	NO. MONTHS	LETED	AT MONTH RENTAL
(e) Automatic	-60- Renewal, T	s 618.75 To have and to hol	(b) -60-	s 756.25 es with their appu	H RENYALI	DE a term of one	LETED year beg	AT MONTH RENTAL
Automatic	-60- Renewal, T	\$ 618.75 The percentile state of the state o	(b) -60- Id the said premise this agreement shall notice of termin	s 756.25 es with their appuall renew itself from	rtenances for my ear to year the Contract	DE a term of one	LETED year beg	AT MONTH RENTAL
Automatic	-60- Renewal, T	\$ 618.75 The percentile state of the state o	(b) -60- Id the said premise this agreement shall notice of termin	THS IPER MONT	rtenances for my ear to year the Contract	DE a term of one	LETED year beg	AT MONTH RENTAL
Automatic any annual terminate t	Renewal. T	s 618.75 To have and to hold to have and to hold to have a writter and tall any time by	(b) -60- Id the said premis this agreement sh in notice of termin y giving thirty day	s 756.25 es with their appuall renew itself frontation, delivered to	rtenances for m year to year to the Contract o the Lessor.	NO. MONTHS DE a term of one ir unless thirty ing Officer. To	LETED year beg days be he Postal	inning fore the end of Service may
Automatic Automatic any annual terminate t	Renewal, The this agreement	s 618.75 To have and to hole to be considered to the construction at any time by Service shall pay t	(b) -60- Id the said premise this agreement she notice of terminy giving thirty day the Lessor month	s 756.25 es with their appuall renew itself from the street to serve with the serve to serve the serve to serve the serve to serve the serve to serve the se	rtenances for my ear to year to the Contract to the Lessor.	NO. MONTHS DE a term of one ir unless thirty ing Officer. To	LETED year beg days be he Postal	AT MONTH RENTAL
Automatic C any annual terminate t B. RENTAL. 7 Rent for pa	Renewal. To term the this agreement The Postal art of a more	s 618.75 To have and to hole of the second second second terms of the second se	(b) -60- Id the said premisthis agreement sha notice of termin giving thirty day the Lessor monthited. Rent checks	s 756.25 es with their appuall renew itself from the self	rtenances for myear to year the Contraction the Lesson.	DE a term of one ir unless thirtying Officer. The payable at the p	year beg days be: the Postal	inning fore the end of Service may
Automatic any annual terminate t RENTAL. Rent for pa	Renewal, T term the T this agreeme The Postal a art of a mod	s 618.75 To have and to hole to be considered with the series writter at any time by Service shall pay the shall be prorated or Arlene	(b) -60- Id the said premise this agreement shannonice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli,	s 756.25 es with their appuall renew itself from the service of th	rtenances for m year to yea the Contract to the Lessor00 bble to: 1, Eureka	DE a term of one runless thirty ing Officer. The payable at the Nevada 8	year beg days be he Postal	inning fore the end of Service may f each month.
Automatic any annual terminate t RENTAL. Rent for pa Willis A	Renewal. The Postal art of a monart of the	s 618.75 To have and to hold the percent at any time by Service shall pay to the hold on Arlene rental consideration	(b) -60- Id the said premisthis agreement she notice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli, on, shall furnish the	s 756.25 es with their appuall renew itself from the self	rtenances for m year to yea the Contract to the Lessor00 bble to: 1, Eureka	DE a term of one runless thirty ing Officer. The payable at the Nevada 8	year beg days be he Postal	inning fore the end of Service may
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i	Renewal. To term the This agreeme The Postal art of a moral of the Postal of the Insurance	s 618.75 To have and to hole to be considered to the service of the service shall pay the shall be prorated to the shall be provided to the shall	(b) -60- Id the said premise this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage,	s 756.25 es with their appuall renew itself from the service of t	rtenances for my ear to year to the Contract to the Lessor00 able to: 1, Eureka,	DE a term of one ir unless thirty ing Officer. To payable at the p	year beg days behe Postal the end of	inning fore the end of Service may feach month.
Automatic Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR	Renewal, To term the Postal art of a moral part of the Insurance ROVISIONS	s 618.75 To have and to hole the second second to hole the second to hole the second second to hole the second second to hole the shall be prorested to hole the shall be proved to hole th	(b) -60- Id the said premise this agreement she notice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli, on, shall furnish the sewerage.	s 756.25 es with their appuall renew itself from the self	rtenances for m year to year the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts	DE a term of one runless thirty ing Officer. The payable at the Nevada 8 dequipment:	year beg days be the Postal the end o	inning fore the end of Service may of each month.
Automatic Automatic any annual terminate t Rent for pa Willis A Lessor, as p taxes, i OTHER PR	Renewal, To term the Hall term the Postal art of a moral part of the Insurance ROVISIONS	s 618.75 To have and to hole the second of t	this agreement sha notice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli, on, shall furnish the sewerage, iditional provision arangeaph 2A	s 756.25 es with their appuall renew itself from the self	rtenances for m year to year the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts	DE a term of one runless thirty ing Officer. The payable at the Nevada 8 dequipment:	year beg days be the Postal the end o	inning fore the end of Service may of each month.
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to executio	Renewal. To term the rethis agreement of a monart of the insurance ROVISIONS on and made Seven he	s 618.75 To have and to hole of the constant of the property of the constant o	this agreement sha notice of termin giving thirty day he Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage, iditional provision and is att.	s 756.25 Les with their appuall renew itself from the self from the sel	rtenances for an year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were 1	no. Months DE a term of one ir unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr	year beg days be he Postal the end of Main were agri	inning fore the end of Service may f each month. tenance, eed upon prior signing.
Automatic any annual terminate to RENTAL. Rent for pa Willis A Lessor, as p taxes, i is. OTHER PR to execution aragraph (It is und	Renewal. To term the rethis agreement of a monart of the insurance ROVISIONS on and made Seven had ders tood	s 618.75 The percafter percafter percafter percafter percafter into a tany time by Service shall pay to the shall be prorated to a Arlene rental consideration. Water and the percafter and the percafter percafter and apart hereof: Pas been added and agreed to a first percafter percafter and agreed to a first percafter p	this agreement sha notice of termin giving thirty day he Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage, iditional provision paragraph 2A and is attithat beginning	s 756.25 Les with their appuall renew itself from the self from the sel	rtenances for m year to year to the Contract to the Lessor00 lible to: 1, Eureka, es, services and ders, layouts 2C were I dates of	no. Months DE a term of one ir unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr	year beg days be he Postal the end of Main were agri	inning fore the end of Service may If each month. tenance, eed upon prior signing. to be inser
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to execution aragraph (It is und at time o	Renewal. To this agreement of a monart of the Insurance ROVISIONS on and made Seven heders tood of necuping	s 618.75 The percafter percafter percafter percafter percafter into a tany time by Service shall pay the shall be prorated on Arlene rental consideration. Water and the percafter percafter in the following act and agreed the percafter percafter in the shall be prorated in the following act and agreed the percafter percafter in the percafter in	this agreement sha notice of terming giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, diditional provision paragraph 2A and is attituded.	this their appuall renew itself from their appuall renew itsel	rtenances for m year to year to the Contract to the Lessor00 ble to: 1, Eureka, es, services and ders, layouts 2C were I dates of letion and	No. MONTHS DE a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan	year beg days be the Postal the end of 19316 Main were agrifor to the are	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to execution aragraph (It is undattime of the content of t	Renewal. The Postal sart of a monart of the Insurance ROVISIONS on and made Seven had been focupited. The under the	s 618.75 To have and to hole of the percenter of the writter of the will be prorated to hole of the water and the percental considerations. The following actions a part hereof: Fas been added and agreed the percental considerations of the percental considerations and the percental considerations and the percental considerations and the percental considerations and the percentage of the p	this agreement she notice of termin giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage, dditional provision or agraph 2A and is attached the day of the ted and attached	s 756.25 es with their appuall renew itself from the self	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were lates of letion and 9-B, Represen	no. MONTHS a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co	year beg days be the Postal the end of 19316 Main were agnifor to the are the ere of	inning fore the end of Service may If each month. tenance, eed upon prior signing. to be inser all work.
Automatic C any annual terminate t B. RENTAL. Rent for pa Willis A 4. Lessor, as p taxes, i 5. OTHER PR to execution caragraph et is und at time of	Renewal. The Postal sart of a monart of the Insurance ROVISIONS on and made Seven had been focupited. The under the	s 618.75 The percafter percafter percafter percafter percafter into a tany time by Service shall pay the shall be prorated on Arlene rental consideration. Water and the percafter percafter in the following act and agreed the percafter percafter in the shall be prorated in the following act and agreed the percafter percafter in the percafter in	this agreement she notice of termin giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage, dditional provision or agraph 2A and is attached the day of the ted and attached	s 756.25 es with their appuall renew itself from the self	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were lates of letion and 9-B, Represen	no. Months DE a term of one r unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co	year beg days be he Postal the end of Main were agraior to the are ce of ertification	inning fore the end of Service may of each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate to RENTAL. Rent for pa Willis A Lessor, as p taxes, i other pre to executio aragraph It is undat time of the control of th	Renewal. To this agreement of a monart of the Insurance ROVISIONS on and made Seven heders tood of occupie. The under BY LESSO	s 618.75 The percent of the percent	d the said premise this agreement she notice of terminal giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, diditional provision aragraph 2A and is attached and attached	s 756.25 es with their appuall renew itself from the self	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were lates of letion and 9-B, Represen	no. MONTHS a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co	year beg days be he Postal the end of Main were agraior to the are ce of ertification	inning fore the end of Service may of each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to executio aragraph It is und at time of	Renewal. The Postal sart of a monart of the Insurance ROVISIONS on and made Seven had been focupited. The under the	ipen Month ne s 618.75 o have and to hol graft pereafter estor fires writter ent at any time by Service shall pay t or Arlene rental consideration water and the following act a part hereof: has been added and agreed t ancy by Contr resigned has comple R October Culture	this agreement she notice of termin giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the sewerage, dditional provision or agraph 2A and is attached the day of the ted and attached	s 756.25 es with their appuall renew itself frontation, delivered to resident of s. 447 shall be made payor. P. O. Box 26 the following utilities, and ached hereto. In and ending cer upon compliance of process of the process of the compliance of the process of the compliance of the compliance of the process of the compliance of th	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were lates of letion and 9-B, Represen	no. Months DE a term of one r unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co	year beg days be he Postal the end of Main were agraior to the are ce of ertification	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate t RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to execution aragraph It is und at time of EXECUTED By: /////	The Postal art of a more part of the insurance ROVISIONS Seven had been been been been been been been bee	ipen Month ne s 618.75 o have and to holy percafter escorptics writter ent at any time by Service shall pay to the shall be prorate if or Arlene rental consideration e. water and if the following act a part hereof: for a part hereof: a part hereof: for and agreed to and agreed to and agreed to ancy by Contr resigned has complete R Octobor Cistonature)	this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, dditional provision aragraph 2A is and is attached to the sewerage of the	this their appuall renew itself from their appuall renew itsel	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and ders, layouts 2C were lates of letion and 9-B, Represen	no. Months DE a term of one r unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co	year beg days be he Postal the end of Main were agraior to the are ce of ertification	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate t B. RENTAL. Rent for pa Willis A Lessor, as p taxes, i OTHER PR to execution aragraph it is und at time of EXECUTED By: Mules	The Postal art of a mon A. DePaol Seven had been been been been been been been bee	ipen Month ne s 618.75 o have and to hol graft pereafter estor fires writter ent at any time by Service shall pay t or Arlene rental consideration water and the following act a part hereof: has been added and agreed t ancy by Contr resigned has comple R October Culture	this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, dditional provision aragraph 2A is and is attached to the sewerage of the	this their appuall renew itself from their appuall renew itsel	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and iders, layouts 2C were I dates of letion and 9-B, Represen	No. MONTHS DE a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co CCE BY POST, OCT 2	year beg days be he Postal the end of Main were agraior to the are ce of ertification	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic C any annual terminate t B. RENTAL. Rent for pa Willis A Lessor, as p taxes, i S. OTHER PR to execution Paragraph (It is und at time of the content of the conten	Renewal. To term the Postal art of a mon A. DePao part of the insurance ROVISIONS on and made Seven had be se	iper Month Re s 618.75 o have and to hole for hereafter between the swritter ent at any time by Service shall pay to the shall be prorated in or Arlene rental consideration water and to a part hereof: as been added and agreed to her and agreed to her risigned has comple R October Cistonature (Signature) i-Arlene M. I	this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, dditional provision aragraph 2A is and is attached to the sewerage of the	this their appuall renew itself from their appuall renew itsel	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and iders, layouts 2C were I dates of letion and 9-B, Represen ACCEPTAN	No. MONTHS a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co CCE BY POST, OCT 2 ANDERSON	year beg days be he Postal the end of 19316 Main were agraior to the are tior to the are tior to	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate tt RENTAL. Rent for pa Willis A Lessor, as p taxes, i is. OTHER PR to execution aragraph (It is und at time of the control of the contro	Renewal. To term the rethis agreement of a monart of the insurance ROVISIONS on and made Seven had been took of occupied. The under the rethingurance of the under the rethingurance of the rethingurance of the under the rethingurance of the under the rethingurance of the rethinguran	ipen Month ne s 618.75 o have and to hol graph of ereafter established writter ent at any time by Service shall pay to the shall be prorat if or Arlene rental consideration e. water and b. The following act a part hereof: fas been added and agreed to and agreed to and agreed to and agreed to concept the solution (Signature) i-Arlene M. [Petrit Name & Titte)	this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, dditional provision aragraph 2A is and is attached to the sewerage of the	s 756.25 es with their appuall renew itself frontation, delivered to res' written notice to the renew itself frontation, delivered to res' written notice to the renew itself frontation of the renew itself frontations, and itself its	rtenances for m year to year to the Contract to the Lessor00 able to: 1, Eureka, es, services and iders, layouts 2C were I dates of letion and 9-B, Represen ACCEPTAN	No. MONTHS DE a term of one or unless thirty ing Officer. The payable at the Nevada 8 d equipment: and/or forms DELETED pr this leas d acceptan tations and Co CCE BY POST, OCT 2	year beg days be he Postal the end of 19316 Main were agraior to the are tior to the are tior to	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic any annual terminate tt RENTAL. Rent for pa Willis A Lessor, as p taxes, i is. OTHER PR to execution aragraph (It is und at time of the control of the contro	Renewal. To term the rethis agreement of a monart of the insurance ROVISIONS on and made Seven had been took of occupied. The under the rethingurance of the under the rethingurance of the rethingurance of the under the rethingurance of the under the rethingurance of the rethinguran	ipen Month ne s 618.75 o have and to hol graph of ereafter established writter ent at any time by Service shall pay to the shall be prorat if or Arlene rental consideration e. water and b. The following act a part hereof: fas been added and agreed to and agreed to and agreed to and agreed to concept the solution (Signature) i-Arlene M. [Petrit Name & Titte)	this agreement she notice of terminy giving thirty day the Lessor month ted. Rent checks M. DePaoli, on, shall furnish the Sewerage, dditional provision aragraph 2A is and is attached to the sewerage of the	s 756.25 es with their appuall renew itself frontation, delivered to resident of S 447 shall be made payor. P. O. Box 26 the following utilities, and ached hereto. In an ending cer upon complete to form 731 Solutions. By: By: By: By: By: By: By: By	rtenances for m year to year to the Contract to the Lessor00 ble to: 1, Eureka, es, services and iders, layouts 2C were I dates of letion and 9-B, Represen ACCEPTAN RICHARD W. FIELD SUPER	NO. MONTHS a term of one or unless thirty ing Officer. The payable at the payable at the payable at the payable at the payable and/or forms DELETED proceed acceptant this least acceptant the payable at the payable process. The payable process of acceptant the pay	year beg days be he Postal the end of Main were agrifor to the end of the end	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic C any annual terminate t 3. RENTAL. Rent for pa Willis A 4. Lessor, as p taxes, i 5. OTHER PR to execution aragraph It is und at time of EXECUTED By: Millis A.	Renewal, To term the Hart of a mon A. DePaol of Occupion The University of the Insurance ROVISIONS on and made Seven had been the University of Occupion The University of Occupient The University of Occupion The University of Occupient The University of	iper Month Re s 618.75 The percenter is a factor of the second of the percent of the second of the	INTALI NO. MON (b) -60- Id the said premist this agreement sha notice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli, on, shall furnish the sewerage. Iditional provision or agraph 2A is and is attached that beginning acting Officeted and attached the control of t	s 756.25 es with their appuall renew itself frontation, delivered to res' written notice to the renew itself frontation, delivered to res' written notice to the renew itself frontation of the renew itself frontations, and itself its	rtenances for m year to year to year to year to year to he Contract to the Lessor. O the Contract to the Lessor. O the Lesso	NO. MONTHS a term of one is unless thirty ing Officer. The payable at the payable acceptant the payable process of acceptant the payable process of acceptant the payable pa	year beg days be he Postal the end of Main were agriful at 1980 and 1980 an	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.
Automatic C any annual terminate t 3. RENTAL. Rent for pa Willis A 4. Lessor, as p taxes, i 5. OTHER PR to execution Paragraph It is und at time of EXECUTED By: Mule Willis A. SOC. SEC identifying N Address: P.	Renewal, To term the Postal art of a mon A. DePao Part of the Insurance ROVISIONS on and made Seven had been took of necupity. The under the Postal art of the Insurance ROVISIONS on and made Seven had been took of necupity. The under the United Processing the Insurance ROVISIONS on and made are took of necupity. The under the Insurance ROVISIONS on and made are took of necupity. The under the Insurance ROVISIONS on and made are took of necupity. The under the Insurance ROVISIONS on and made are took of the Insurance ROVISIONS on and made are took of the Insurance ROVISIONS on an are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an an are took of the Insurance ROVISIONS on an an are took of the Insurance ROVISIONS on an and made are took of the Insurance ROVISIONS on an an are took of the Insurance ROVISIONS of the Insu	iper Month Re s 618.75 The perafter is a factor of the state of the service shall pay to the shall be prorated to a part hereof: Fas been added and agreed to ancy by Contrassigned has complete of the state of th	INTALI NO. MON (b) -60- Id the said premist this agreement sha notice of terminy giving thirty day the Lessor monthled. Rent checks M. DePaoli, on, shall furnish the sewerage. Iditional provision or agraph 2A is and is attached that beginning acting Officeted and attached the control of t	s 756.25 es with their appuall renew itself frontation, delivered to resident of S. 447 shall be made payer. P. O. Box 26 he following utilities, and eached hereto. In an ending the renew itself from 731 Solution of S. 447 shall be made payer. P. O. Box 26 he following utilities, and eached hereto. In an ending the renew itself from 731 Solution of S. 447 Title: Address: Address:	rtenances for m year to year to year to year to year to he Contract to the Lessor. O the Contract to the Lessor. O the Lesso	NO. MONTHS a term of one or unless thirty ing Officer. The payable at the payable at the payable at the payable at the payable and/or forms DELETED proceed acceptant this least acceptant the payable at the payable process. The payable process of acceptant the pay	year beg days be he Postal the end of Main were agriful at 1980 and 1980 an	inning fore the end of Service may f each month. tenance, eed upon prior signing. to be inser all work.

SHORT FORM LEASE

Main Post Office Eureka, Nevada 89316

1

PARAGRAPH SEVEN - the Lessor agrees to do the remodeling work necessary to convert said property to meet Postal Service needs per terms of a Supplemental Agreement (Lessor Improvements) PS Form 7401, signed by both parties concurrently with the signing of this lease.

The U. S. Postal Service will pay for heating and electricity.

Lessor's Initials 210.0.

Lessor's Initials 210.0.

100K 9/ PAGE 187

- LESSOR'S SUCCESSORS. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
- 2. APPLICABLE CODES AND ORDINANCES. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and, at his own expense, to obtain all necessary permits and related items.
- 3. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.
- 4. COVENANT AGAINST CONTINGENT FEES. The Lesson wasrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bons fide employees or bons fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)
- 5. ALTERATIONS. The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lessor payment in fieu thereof for any damage caused by its removal of such property.
- EXAMINATION OF RECORDS. (NOTE: This provision is applicable if this Lease was negotiated without advertising.)
- a. The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Leave, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Leave.
- b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.
- RECORDING. This agreement shall be recorded at the expense
 of the Lessor, upon the request of the Postal Service Contracting
 Officer, said expense shall include all required fees.

PS Form 7417-A (Page 1) Main Post Office Apr. 1976

Eureka, NV 89316

8. MAINTENANCE; FITNESS FOR USE. The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenantable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenantable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Servfor to have been tendered unavailable by teaton of such owndition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other carbully, or unless the five year period is specifically extended in writing by the Contracting Officer.

The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.

- DESTRUCTION OF PREMISES. Notwithstanding the provisions of Clause 8, If the premises be destroyed by fire or other casualty, this lease shall immediately terminate.
- 10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES. The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Nonsegregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.
- EQUAL OPPORTUNITY. (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lemor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be

Date Oct 9 1960
Lessor's Initials N. J. J.

limited to, the following: Employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to accertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared inelligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

12. OVERTIME. (a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour. exclusive of the

Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph.

(a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workwerk of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sunts as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

13. HEALTH AND SAFETY STANDARDS. (a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Seoretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

- 14. SUBCONTRACT PROVISIONS. The Lesson agrees to insert the Overtime clause, the Health and Safety Clause and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.
- 15. ASSIGNMENT OF CLAIMS, (a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing. (b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal
- MORTGAGEE'S AGREEMENT. If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgagee's subordination agreement on Form 7450.

100x 91 PAGE 189

PS Form 7417-A (Page 2) Apr. 19/6.

- 17. EQUIPMENT, UTILITIES AND SERVICES, unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose five extinguisher for all class fires, as well as other equipment as may be specified. He shall keep all such furnished items in good condition, except that the Postal Service shall be responsible for re-charging and shell pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.
- 18. SUBLEASE. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.
- LESSOR OBLIGATIONS. The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:
 - (a) If fuel is furnished-Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 70 degrees F. In all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lesse.
 - (b) If heat is furnished-Lessor agrees to maintain uniform temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform temperature of 70 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.
 - (c) If neither fuel nor heat is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 70 degrees F, in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.
 - (d) If light is furnished-Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.
 - (e) If light is not furnished and fluorescent lights are used-Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed. (f) If power is furnished-Lessor agrees to furnish and pay for all power during continuance of the lease.
 - (g) If water is furnished-Lessor agrees to furnish and pay for all water during continuance of the lease.
 - (h) If sewerage service is furnished—Lessor agrees to furnish and pay for sewerage service during continuance of the lease.

- (i) If air conditioning equipment is furnished-Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.
- (j) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.
- 20. PAYMENT FOR LABOR AND MATERIAL. If the Successful Bidder is required to furnish a Labor and Material Payment Bond, Form 7414E, in connection with this Agreement to Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414E, where it can easily be seen by all persons who have furnished, or have been equested to furnish labor, material, or both, used or reasonably required for use in the performance of this Agreement to Lease.
- 21. CLEAN AIR AND WATER (JULY 1975) (Applicable only if (i) offer exceeds \$100,000, or (ii) the offer it for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.) The Contractor agrees as follows:
 - (a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.
 - (b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.
 - (c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA List of Violating Facilities.
 - (d) To insert the substance (f) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.
 - (c) That in the event the Contractor falls to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)

PS Form 7417-A (Page 3)

SEO 819-408

SOOK 91 PAGE 190

U. S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS

USPS SOLICITATION NO. NAME ALD ADDRESS OF OFFEROR (No., Street, City, Elete, and ZIP Code) MPO Eureka, NV Willis A. DePaoli - Arlene M. DePaoli, Owners P. O. Box 261, Eureka, NV 89316 THE OFFEROR MAKES THE FOLLOWIN 1914 NEATTIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (Check and/or complete all applicable boxes or 1 o.). The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.) SMALL BUSINESS CONCERN/MINOPITY ENTERPHISE * He [is, [is not, 2 small business concern and le is, [is not, 2 minority enterprise. (For the purpose of this offer: 11) a "small husiness concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in 13 CFR Part 121, or if no standard has ben established, of a size employing not more than 500 employers, at I (ii) a "withouthy enterpolic" is a considered of which 50% armore of the in apprenting interest direction. is connect or controlled by members of reminority good effect. Black structions, Spanish speaking structions, trace and structions, trace and structions. Indians, Anisticae Etkinos, and Anisiam Akate. Corjether Interpretation, see Postal Gontacting Manual, prograph 1-06; *See Attachment "A" to PS Form 7319-B for revised definition of Minority Enterprise, 2. Type of Organization He operates as an [individual,] partnership, [individual, State of . REGULAR DEALER/MANUFACTURER (Cieck anily for supply contracts where the offer exceeds \$10,000.) tle is a regular dealer in, manufacturer o , the supplies offered. PARENT COMPANY AND EMPLOYER IDINTII ICATION NUMBER (a) Is the offeror owned or controlled by a parent company as described below? Yes No. (For the purpose of this offer, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means one perent company must own at least a majority (more that 50 percent) of the rotting rights in that company. To control another compeny, such a wnerthing is not required: if another company is able to fo mulaie, determine, or veto basic business policy decisions of the offeror, such offer company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting right, use of proxy voting, contractual arrangements, or otherwise.) (b) If the answer to (a) above is "Yes," offer it shill in cit in the space below the name and main office address of the par-nt company. MAIN OFFICE ADDRESS (No., Street, City, State and ZIP Code) NAME OF PARENT COMPANY (c) Offeror shall insert in the applicable space I clow if he has no parent company, his own Employer's Identification Number (E.J. No.) (Federal Social Security Number used on Employer's Juanierly Federal Tax Return, U.S. Treasury Department Form 941), er, if he ha. a patent company, the E.I. No. of his parent company. PARENT COMPANY OFFEROR EMPLOYER IDENTIFICATION NUMBER OF: SOC. **BUY AMERICAN CERTIFICATE** The offeror hereby certifies that each end product, except any end products he has listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"; an i that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States. COUNTRY OF ORIGIN EXCLUDED END PRODUCTS EQUAL OPPORTUNITY (Check only if offer exceeds \$10,000 in amount.) He has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the chause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he has, has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The alove representation need not be submitted in connection with contracts which are exempt

from the Equal Opportunity clause.)

7. EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM (Check only if offer exceeds \$50,000 and offeror has 50 employees or

The offeror represents that (1) he has developed and tras on file, has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. (The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause).

PS Form 7319-B May 1975

8. CONTINGENT FEE

(a) He has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror to solicit or secure this centract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, he shall furnish, in duplicate, a completed Form 7319, Contractor's Statement of Contingent or Other Fees, and any her information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. (For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)

9. CLEAN AIR AND WATER CERTIFICATION

(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

The offeror (1) certifies that any facility to be utilized in the performance of this proposed contract [2] is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (2) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.

10. INDEPENDENT PRICE DETERMINATION

- (a) By submission of this offer, each offeror certifies, and in the case of a joint offer, each party thereto certifies as to his own organization, that in connection with this procurement:
 - (1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of testricting competition.
 - (b) Each person signing this offer certifies that:
 - (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or
 - (2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.
- (c) This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.
- (d) An offer will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.

11. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)

By the submission of this offer, the offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE. - OFFERS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

*L -PO: 1976 — 650-493/2484 Region 5-1

ACKNOWLEDGMENT

STATE OF Tuisda SS	
COUNTY OF CUSERAL SS	
On this gth day of	October, 190, personally appeared
before me, a Notary Public in and for	
•	persons who executed the foregoing instru-
ment, and who acknowledged that he	eigned, sealed, and delivered the same
as THEIR free and voluntary act for the	ne uses and purposes therein set forth.
IN WITHESS WHEREOF, I have here	eunto set my hand and affixed my

Notary Public in and for the State of residing at

VALAIRE CHRISTIANSEN in said County.
Notary Public - State of Nerodo

Eureka County My Commission expires Feb. 3, 1982

RECORDED AT REQUEST OF TWILLIAM AT PAGE 186.

81 JAN 29 P1: 35

CFFICIAL RECORDS
EUMENA COUNTY, HEVAD
WILLIS A. SIPACI I-RECOR
FILE NO. 17894
FEE S. 76.00