



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

NOTES:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

E-mail: _____

1. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
2. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY DIVISION OF ENGINEERING
80 West Baltimore Street
Hagerstown MD 21740

Attention: Todd Moser -- Real Property Administrator

Telephone Number: 240-313-2410

REQUEST FOR QUOTATION

DATE ISSUED

2/27/19

DESCRIPTION

**RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE
ON BEHALF OF WASHINGTON COUNTY BOARD OF COUNTY
COMMISSIONERS**

(See Attached Instructions & Specifications)

PRICE (SEE FORM OF PROPOSAL)

QUOTATION DUE: Thursday, March 21, 2019, no later than 4:00 P.M.

QUOTATIONS TO BE ADDRESSED TO: Washington County Division of Engineering and Construction Management, Attn: Scott Hobbs, Washington County Division of Engineering, Washington County Administrative Annex, 80 West Baltimore Street, Hagerstown, Maryland 21740 and enclosed in a sealed opaque envelope marked "QUOTATION – RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE ON BEHALF OF WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS."

Official Signature _____

Name Printed _____

Telephone Number _____

Acknowledge Addenda # _____ Date _____

_____ Date _____, # _____ Date _____

NOTICE TO QUOTERS & INSTRUCTIONS

FOR

RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE
ON BEHALF OF WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

QUOTATION SUBMISSION: Interested firms/persons shall submit one (1) original proposal form enclosed in a sealed opaque envelope marked "Rental of Tract of Land Located at 9238 Sharpsburg Pike" to the office of Scott Hobbs- Director, Washington Division of Engineering, Washington County Administrative Annex, 80 West Baltimore Street, Hagerstown, Maryland 21740, no later than Thursday **March 21, 2019 at 4:00 P.M.** after which time they will be publicly opened in the Washington County Administrative Annex, 80 West Baltimore Street, Hagerstown, Maryland. All interested parties are invited to be present.

PRE-QUOTATION CONFERENCE: A Pre-Quotation Conference will be held on **Wednesday, March 13, 2019 at 1:00 P.M. (local time)** at the Washington County Administration Building Annex, 80 West Baltimore Street, Conference Room, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged.

AWARD OF CONTRACT: The total base bid will be used as a basis for evaluation of quotations and award of the Contract. If an award of contract is made, it will be made to the responsible Bidder who submits the highest, responsive quotation. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. It is the Board's intent to award the contract to the firm which is the most advantageous and is in the best interest of Washington County.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Washington County Board of County Commissioners or Authorized representative shall be final and binding on both parties.

EQUAL OPPORTUNITY: The Board of County Commissioners of Washington County, Maryland, does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment of the provision of services.

EXCEPTION: The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.

INTERPRETATION, DISCREPANCIES, OMISSIONS: Should any Bidder find discrepancies in or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at one request an interpretation, in writing, from:

Scott Hobbs, Director
Washington County Division of Engineering
Washington County Administrative Annex
80 West Baltimore Street
Hagerstown, MD 21740
Email: ecbidquestions@washco-md.net, tmoser@washco-md.net
Fax: 240-313-2401

All necessary interpretations will be issued to all bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after **4:00 P.M. (EST, local time), Friday, March 15, 2019** may not be considered.

CONTRACT DURATION: The lease resulting from this RFQ shall be for a period of one (1) year, anticipated to begin on or about April 1, 2019 and ending one year from the actual start date of the contract with the Washington County Board of County Commissioners having the sole option to renew the initial contract for two (2) subsequent one- year extensions.

INSURANCE: The successful Bidder must show prior to the execution of the agreement evidence of appropriate Insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment A).

POLITICAL CONTRIBUTION DISCLOSURE: In accordance with Maryland Code, State Finance and Procurement Article, § 17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions 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 purchase or execution of a lease or contract by the State, a county an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the six-month period ending January 31; and (b) August 5, to cover the six-month period ending July 31.

REGISTRATION WITH MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered to do business in the State of Maryland with the Maryland Department of Assessments and Taxation as a foreign corporation, must be in good standing, and shall remain so throughout the term of the Contract resulting from this bid. Proof of such standing is required prior to the start of the contracting process.

PAYMENT OF TAXES: Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, The County Commissioners may reject the bidder's bid."

RESERVATIONS: The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotes, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a quoter to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

PRICES VALID: All quoted prices shall be valid for ninety (90) consecutive calendar days after submission of quote.

SCOPE OF SERVICES

FOR

RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE, HAGERSTOWN, MARYLAND on BEHALF OF WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

1. GENERAL SCOPE & OBJECTIVES

The object of this solicitation is to obtain a 1-year initial Lease for Rental of Tract of Land Located at 9238 Sharpsburg Pike for Washington County Board of County Commissioners (The Board). The Board shall have the sole option to renew the initial Lease for three (3) subsequent one-year extensions.

2. BACKGROUND

At this time the Washington County Board of County Commissioners wishes to lease 18.8 Farmable Acres located at 9238 Sharpsburg Pike for Farming. This site is the Future home of the Washington County Public Safety Training Center. Construction is set to begin on remaining lands in the spring of 2019 and Washington County Board of County Commissioners reserve the right to enter upon the property for any reason deemed necessary by the County for the Construction of the Washington County Training Center. The Washington County Board of County Commissioners will not be held liable for any damage or removal of crops necessary for the construction of the Washington County Public Safety Training Center. Access to the parcel must be approved by the County and shall not impact construction of the Public Safety Training Center. The Washington County Board of County Commissioners reserves the right to approve the specific crop and location to be planted by the winning bidder.

3. TIE BIDS

- A. **Definition-** Tie Bids are responsive Bids from responsible Bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation to Bids.
- B. **Award- Unless otherwise specified, if** identical High Bids are received from an in-County and out-of-County Bidder, the award shall be made to the in-County Bidder. If identical High Bids are received from in-County Bidders or from out-of-County Bidders, a drawing shall be conducted, and a witness shall be present to verify and certify the result.

4. LEASE AGREEMENT

A copy of the proposed Lease Agreement to be executed is attached, (Attachment E)

ATTACHMENTS

ATTACHMENT A- Insurance Requirements for Independent Contractors

ATTACHMENT B- Form of Proposal

ATTACHMENT C- Financial Response Form

ATTACHMENT D- Project Location Map

ATTACHMENT E- Proposed Lease Agreement

ATTACHMENT A

POLICY TITLE: Insurance Requirements for
Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

- Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

- Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services

arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

Policy P-4

2. **Comprehensive General Liability Insurance (continued)**

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
 Effective Date: August 27, 1991
 Revision Date: March 4, 1997
 Effective Date: March 4, 1997

ATTACHMENT B
FORM OF PROPOSAL

TO:

FROM:

The Board of County Commissioners
of Washington County, Maryland
c/o Washington County Division of Engineering
Washington County Administrative Annex
80 West Baltimore Street
Hagerstown, MD 21740

DATE: _____

QUOTATION DUE: Thursday February 21, 2018 (4:00 P.M.)

Ladies/Gentlemen:

We hereby submit our proposal for:

**RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE ON BEHALF OF
WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS**

Having examined the site and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation Package bearing the project title, and dated March 21, 2019, including

Addenda (if any):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the specifications and have stipulated all associated costs in detail on Attachment C.

_____ DOLLARS (\$ _____)
Written Figures

FIRM NAME AND ADDRESS: _____

BY (Signature): _____

NAME AND TITLE (Printed): _____

TELEPHONE NO: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

ATTACHMENT C
FINANCIAL RESPONSE FORM

FOR

RENTAL OF TRACT OF LAND LOCATED AT 9238 SHARPSBURG PIKE on BEHALF OF
WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

Name:

Unit (Acres)	Unit Price Per Acre/Year	Description with Written Total
18.8	\$ _____	<p data-bbox="621 940 980 968">Total Amount for 18.8 Acres</p> <hr/> <p data-bbox="621 1050 691 1077">Total</p> <hr/> <p data-bbox="621 1150 724 1178">Written</p>

9238 Sharpsburg Pike



AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE ("Lease") is made as of the _____ day of _____, 2019, between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, 100 W. Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as "Landlord"), and _____, a Maryland Limited Liability Company, (hereinafter referred to as "Tenant").

SECTION 1 DEMISE

In consideration of the rents and covenants herein set forth, Landlord does hereby lease to Tenant and Tenant hereby leases and accepts from Landlord for a period of One (1) year beginning on the 1st day of March 2019, and ending on the 28th day of February, 2020, unless this Lease shall be sooner terminated for any cause, at and for the rental and upon the other terms and conditions hereinafter set forth, the three (3) parcel of land generally considered farm or agricultural land (hereinafter the "Leased Premises") consisting of approximately Eighteen point Eight (**18.8**) tillable acres in total, shown on Exhibit A and situated in Election District No. 10, Washington County, Maryland. The Board has the sole option to renew this lease for three (3) additional successive one (1) year terms, provided that notice of such renewal is given in writing no less than thirty (30) days prior to termination date or the expiration of any one-year renewal term. Said parcel being part of the lands which were conveyed unto the Board of County Commissioners of Washington County, Maryland, by deed recorded among the Land Records of Washington County, Maryland at Liber 5374, folio 077.

SECTION 2 RENT

Tenant shall pay as annual rent the sum of _____ (*****). Said annual rental payments shall be due and payable on the 1st day of March of each year during the term of this Lease and shall be mailed to the Washington County Division of Public Works, 100 West Washington Street, Suite 2400, Hagerstown, Maryland 21740.

SECTION 3 TERMINATION

If at any time during the term of this Lease, the Landlord desires, at its sole and absolute discretion, to use the Leased Premises or a portion thereof for the improvements of 9238 Sharpsburg Pike to include construction or use of the future public-safety training center, or for any other use related to 9238 Sharpsburg Pike, or for any other use that the Landlord determines is in its best interest, the Landlord may terminate this Lease upon giving sixty (60) days written notice to the Tenant. However, if, at the time Landlord notices intent to terminate this Lease, the Tenant has crops growing on the Leased Premises, Landlord shall permit the Tenant to harvest

the crops prior to the effective date of termination. If the crops are determined not ready to harvest by the Tenant, the Tenant will be compensated for the loss of crops at a value determined by the USDA crop rates at time of removal.

The Tenant may terminate this Lease at any time upon giving sixty (60) days written notice to the Landlord.

Following the termination of this Lease as described in this section, neither party shall have any further obligations under the terms and conditions of this Lease.

SECTION 4 DUTIES OF TENANT

In addition to the covenants contained in other sections of this Lease, Tenant further agrees as follows:

- (a) The Leased Premises shall be used only for agricultural purposes.
- (b) Tenant shall farm, cultivate, fertilize and manage the Leased Premises in a good and workmanlike manner, according to the most approved and accepted methods, and keep the Leased Premises in good condition and not allow the land to be impoverished and to have the land arable at all times. Landlord reserves the right to approve the specific crop to be planted by the Tenant on the Leased Premises. Tenant will submit to the Landlord in writing the type of crop to be planted.
- (c) Tenant is responsible for the sole cost of any additional utilities that are required for agricultural activity to include electric, plumbing and water costs.
- (d) Tenant shall maintain in good repair all fences, gates and roads which may be located upon the Leased Premises. In the event that Tenant desires to construct fences, such fences shall be completed at the sole cost and expense of the Tenant and the Tenant must receive written approval of the Landlord prior to the start of construction. Fences erected by the Tenant may be left on the Leased Premises at the Landlord's discretion, but at no expense to the Landlord.
- (e) Tenant shall keep the Leased Premises neat and orderly.
- (f) Tenant shall maintain the Leased Premises in accordance with conservation practices recognized as acceptable by the Washington County Soil Conservation District.
- (g) Tenant shall follow other recognized practices to control soil erosion.

- (h) Tenant shall trim the weeds and grasses on the Leased Premises and along the roads adjoining the Leased Premises and comply with the weed ordinance of Washington County, as may be amended from time to time, by routinely mowing and taking any other action necessary to comply with said ordinance, at no cost to the Landlord or Washington County.
- (i) Tenant may cultivate any fields suitable for cultivation and shall not cut nor remove any sod from the Leased Premises. Tenant shall not cut any trees or timber on the Leased Premises nor excavate the Leased Premises nor remove any minerals from the ground.
- (j) Tenant shall not burn corn stalks, straw, or other crop residues grown on the farm, except by prior written approval of Landlord, but shall leave or spread all such material upon the land.
- (k) Tenant shall not break up established ditches, or undertake any other operation that will injure the Leased Premises.
- (l) No hunting is allowed on the Leased Premises.
- (m) Tenant shall return the Leased Premises to the Landlord at the end of this Lease in as good a condition as when received.

**SECTION 5
NO ASSIGNMENT OR SUBLETTING**

Tenant shall not assign this Lease in whole or in part nor permit assignment thereof by operation of law, equity, or otherwise, nor sublet the whole or any part of the Leased Premises without the prior written approval of the Landlord. Any assignment or attempted assignment by Tenant shall be null and void and of no legal effect.

**SECTION 6
CONDEMNATION**

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof. All compensation awarded for such taking shall belong to and be the property of the Landlord. A proportionate part of the rent shall be abated from and after the day of taking.

**SECTION 7
INDEMNIFICATION**

Except to the extent specifically limited by law, Tenant shall indemnify and save harmless Landlord and its contractors and subcontractors and its or their present and future controlling persons, commissioners, officers, elected officials, agents, and employees from and against any and all claims, actions, damages, liability and/or expense in connection with loss of life, personal injury and/or damage to property arising from or out of the condition of the Leased Premises or because of the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant or Tenant's family or any of their agents, employees, invitees, or contractors or any other person on the Leased Premises during the term of this Lease.

Landlord shall not be liable for any loss or damage to any person or persons or to any property at any time located on the Leased Premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightning, vermin, any animals on the Leased Premises, or any other cause.

SECTION 8 EFFECT ON INSURANCE

Tenant shall not do or suffer to be done or keep or suffer to be kept anything in, upon, or about the Leased Premises which may contravene the terms of any hazard or liability insurance policies Landlord may have or may obtain during the term of this Lease or any extension thereof, or which will prevent Landlord from procuring insurance in companies acceptable to Landlord at standard rates.

SECTION 9 NO ENCUMBRANCES

Tenant shall not execute any chattel mortgage or other security agreement or encumbrance that would attach to the leasehold estate, the Leased Premises, or any crops thereon or permit any chattel mortgage or other security agreement or encumbrance to attach thereto.

SECTION 10 LANDLORD'S REMEDIES ON DEFAULT BY TENANT

- A. Tenant agrees that in the event it should be in default under any of the terms, provisions, covenants or conditions of this Lease, or have otherwise breached this Lease that:
- (i) Landlord shall, in addition to every remedy now or hereafter available at law or in equity, have all of the rights and remedies set forth in this Lease, which shall be deemed cumulative and not exclusive of those available at law or in equity.

- (ii) Landlord may, at its sole and absolute discretion, after having given Tenant ten (10) days written notice, terminate this Lease and have the right to immediate possession of the Leased Premises. No such recovery of possession of the Leased Premises shall deprive Landlord of any other action against Tenant for possession, rent and/or damages. If Tenant abandons the Leased Premises and cannot with reasonable diligence be located within ten (10) days after abandonment of the Leased Premises, Landlord may, at its sole and absolute discretion, terminate this Lease and have the right to immediate possession of the Leased Premises without notice to the Tenant, or by such substituted notice as the law shall provide or allow.
 - (iii) Landlord may, at its sole and absolute discretion and option, after having given Tenant ten (10) days written notice, terminate this Lease, or, without terminating this Lease, relet the Leased Premises or any part of the Leased Premises, upon such terms and conditions, and at such rental as the Landlord may deem advisable. The term of such reletting may be for a term beyond the term of the Lease. If the Landlord chooses to relet the Leased Premises, Tenant shall be immediately liable for any and all expenses of reletting.
 - (iv) Landlord shall have the right to own or possess at Landlord's option all crops, both harvested and unharvested; the right to remove all property and persons from the Leased Premises; and the right to store in a public warehouse at Tenant's expense all property so removed.
 - (v) Landlord shall also have the right, at Tenant's sole expense, to restore and/or put the Leased Premises or any part of the Leased Premises in good condition and repair.
- B. Each of the following shall be deemed a default by Tenant under this Lease:
- (i) If the rent, in whole or in part, shall be in arrears and unpaid for the period of ten (10) days;
 - (ii) If Tenant shall fail to comply with any of the terms, provisions, covenants, or conditions of this Lease and such default shall continue for the period of ten (10) days after written notice to Tenant;
 - (iii) If there is filed by or against Tenant a petition in bankruptcy or insolvency proceedings or a petition, answer, or other pleading seeking reorganization, arrangement, composition, readjustment, liquidation,

dissolution or other similar relief under the federal bankruptcy laws or under any state insolvency law;

- (iv) In the event Tenant makes an assignment or arrangement or executes a deed of trust for the benefit of creditors; or
- (v) If Tenant becomes insolvent or is unable to pay debts as they mature.

SECTION 11 ENTRY BY LANDLORD

If Tenant does not perform any covenant or obligation required of Tenant by this Lease or by law, Landlord shall have the right to perform such covenant or obligation and to enter the Leased Premises for such purposes, after having given Tenant ten (10) days' notice; except that no notice shall be required in the event of an emergency. The cost thereof to Landlord shall be deemed to be additional rent payable by Tenant and shall bear interest at the rate of one and one-half percent (1.5%) per annum from the date the costs are incurred.

Landlord shall have the right to inspect the Leased Premises at any reasonable time during the term of this Lease or any extension thereof but shall not have any duty to inspect or repair same for any purpose whatsoever, except as is specifically set forth herein.

SECTION 12 WAIVERS

Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

SECTION 13 NOTICES

All notices required under this Lease shall be in writing and shall be considered proper, adequate and effective if and when mailed by United States mail, certified mail, return receipt requested, postage prepaid, as follows:

If to Landlord: Todd Moser
 Real Property Administrator, Washington County
 80 W. Baltimore Street
 Hagerstown, MD 21742

If to Tenant:

or such other address as the parties above shall have furnished to the other in writing.

DRAFT

**SECTION 14
COMPLETE AGREEMENT**

This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, representations, or warranties not written herein, and this Lease cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Lease.

**SECTION 15
BINDING EFFECT**

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, successors, and permitted assigns, as applicable, provided that no rights shall inure to any successor or assign of Tenant unless specifically approved in writing by Landlord. If Tenant shall consist of more than one person or entity, they shall be bound jointly and severally for performance of the obligations of Tenant hereunder.

**SECTION 16
APPLICABLE LAW**

This Lease shall be governed, construed and controlled by the laws of the State of Maryland.

**SECTION 17
EFFECT OF PARTIAL INVALIDITY**

The invalidity of any provision of this Lease will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**SECTION 18
MODIFICATION OF AGREEMENT**

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION 19
CAPTIONS**

The captions appearing in the Lease are inserted only as a matter of convenience and do not limit, construe, or describe the scope or intent of the Sections of this Lease nor in any way affect this Lease.

**SECTION 20
TIME IS OF THE ESSENCE**

Time is of the essence of each and every obligation of the Tenant.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Krista L. Hart, Clerk

BY: _____ (SEAL)
Jeffery A. Cline, President

WITNESS/ATTEST:

TENANT

BY: _____ (SEAL)

Recommended for approval:

Todd Moser, Real Property Administrator
Division of Engineering

Approved as to form and
legal sufficiency:

BY: _____
Kirk C. Downey
County Attorney