VOL 1215 PLOS 105

- SESSION CONTRACTOR

## MAINTENANCE RIDER

- (a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished or to be furnished by the lessor under this lease, and all common or joint use areas that are part of this lease.
- (b) The Postal Service shall be responsible for common repairs to and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the lessor in this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
- (c) The lessor shall be responsible for:
  - (1) repairs to all common or joint use areas that may be included as part of this lease agreement.
  - (2) all structural repairs to the demised premises: Structural repairs as used in this subsection shall be limited to the foundation, bearing walls, floors (not including floor covering), column supports and all parts of the roof system (including, but not limited to, roof covering, flashing and insulation).
  - (3) repairs resulting from Acts of God or of a public enemy;
  - (4) repairs resulting from defects in building construction or installation of equipment, fixtures or appurtenances furnished by the lessor;
  - (5) repairs resulting from fire or other casualties unless such casualties were caused by the acts or negligence of Postal Service employees;
  - (6) any common repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible.
- (d) When the need arises for repairs which are the responsibility of the lessor, the Postal Service shall (except in emergencies) give the lessor written notice of the needed repair and shall specify a reasonable deadline for completion of the work. A copy of such notice shall also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due to or to become due pursuant to to this lease. These names will have been furnished to the Postal Service by the lessor. If none of these parties (lessor, mortgagee or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternately, the Postal Service may, at its sole discretion, cancel this lease. In addition the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

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