|  |  |
| --- | --- |
| **SOLAR EQUIPMENT LEASE FOR SOLAR PHOTOVOLTAIC AND BATTERY ENERGY STORAGE SYSTEMS** | |
| Rev 8/2023 | AGREEMENT NUMBER |
|  | @ |
|  |  |

This Solar Equipment Lease (the “Lease”) is dated \_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_, and is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lessor”) and theJudicial Council of California (the “Judicial Council”).

**RECITALS**

**A.** The State of California (“State”) owns the fee simple title to certain real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_, State of California (the “State”) which operates as the [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Court (the “Site”) ; and

**B.** The Judicial Council desires to lease from Lessor certain energy system(s) to be installed, constructed, operated, and maintained by Lessor at the Site; and

**C.** Lessor and the Judicial Council have this same date entered into a Site License Agreement (“SLA”), Agreement Number \_\_\_\_\_\_\_\_, under which the Judicial Council has licensed the Licensed Area, as that term is defined in the SLA, to Lessor to construct and install the system(s), as well as to operate and maintain the system(s); and

**NOW, THEREFORE,** in consideration of the above recitals and mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TABLE OF CONTENTS**

[**1. Definitions……… 1**](#_Toc139745880)

[**2. Lease of Solar Equipment System.. 1**](#_Toc139745881)

[**3. Lease Term… 1**](#_Toc139745882)

[**4. Rent, Payment and Terms, and Taxes.**](#_Toc139745883) **1**

[**5. Environmental Attributes and Renewable Energy Credits. 2**](#_Toc139745890)

[**6. Funding Availability. 3**](#_Toc139745894)

[**7. Installation and Acceptance of the System.. 3**](#_Toc139745897)

[**8. System Additions.. 3**](#_Toc139745898)

[**9. Use; Maintenance; Operation.. 4**](#_Toc139745899)

[**10. Liens and Payment of Contractors and Suppliers .. 4**](#_Toc139745900)

[**11. Insurance………. 4**](#_Toc139745901)

[**12. Quiet Enjoyment…. 4**](#_Toc139745902)

[**13. Customer Service Support. 4**](#_Toc139745903)

[**14. Assignment……. 5**](#_Toc139745904)

[**15. Default……. 7**](#_Toc139745912)

[**16. Lessor Indemnity.. 10**](#_Toc139745931)

[**17. Other Terms and Conditions 10**](#_Toc139745932)

**AGREEMENT**

1. **Definitions.** Except as specifically provided to the contrary in this Lease, or unless the context clearly requires otherwise, the capitalized terms in this Lease (including any exhibits, attachments, and appendices) shall have the meanings set forth in the SLA.
2. **Lease of Solar Equipment System.** Lessor agrees to lease to the Judicial Council, and the Judicial Council agrees to lease from Lessor, the solar equipment system and all replacements, repairs, restorations, modifications and improvements thereto (the “System”) described in **Exhibit A,** attached hereto and incorporated herein.
3. **Lease Term.** The Initial Term of this Lease shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_\_\_ (\_\_\_) years (“Initial Term”) from the date Lessor delivers the System to the Judicial Council, unless terminated earlier pursuant to the provisions in this Lease. The Parties may agree to up to three (3) additional terms of five (5) years each (an “Additional Term” and, together with the Initial Term, the “Term”). The terms and conditions during any Additional Term shall be the same as the terms and conditions during the Initial Term, except that the rental payments (“Rental Payments”) shall be as provided in the payment schedule, attached hereto and incorporated herein as **Exhibit B** (“Payment Schedule”).
4. **Rent, Payment and Terms, and Taxes.**
   1. **Rent.** Lessee shall pay Lessor rent (“Rent”) for the use of the System and for operation and maintenance of the System, at the rate and intervals shown in the Payment Schedule.
      1. The Rent to be paid Lessor, as provided herein, shall be in compensation for all of Lessor’s expenses incurred in the performance of this Lease, including travel, per diem, and taxes, unless otherwise expressly so provided.
   2. **Payment Terms.** All Rent amounts due under this Lease shall be due and payable on the date set forth in the Payment Schedule. For the convenience of the Judicial Council only, Lessor may invoice the Judicial Council monthly, stating (i) the Rent due, (ii) any additional charges incurred by the Judicial Council under this Lease and (iii) the total amount due from the Judicial Council. Lessee’s obligation to timely pay amounts due under this Lease shall not be affected by the failure of Lessor to issue an invoice or any inaccuracy in any invoice.
   3. **Additional Project Expenses.** The parties anticipate that the Judicial Council may incur other costs in connection with the installation of the System, such as out of scope or unforeseen conditions related to, among other things, concealed conditions (singularly, a “Project Expense” and collectively, “Project Expenses”). Except as specified in sections 4.4 and 4.5 below, the Judicial Council intends to pay for such Project Expenses as they are incurred outside of the Rent payments. However, at Judicial Council’s option, Judicial Council may elect to pay some or all of the Project Expenses by providing written notice to Lessor of the Judicial Council’s election(s) as set forth in section 4.5.
   4. **Utility Upgrades.** For this project a utility required upgrade budget of $\_\_\_\_\_\_\_\_ has been included in the Rent. Once Utility detailed engineering review is completed Rent can be adjusted in accordance with section 4.5 below. In the event that distribution upgrade requirements by the Utility render the project financially infeasible for the Judicial Council, Judicial Council may terminate this Lease. In the event the Judicial Council terminates the Lease pursuant to this provision, the Judicial Council shall pay Contractor for any actual and documented design costs incurred by the Contractor prior to the date of termination.
   5. **Scope Changes****.** If changes in project scope occur, and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Lessor will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs with a ten percent (10%) markup, and, within thirty (30) days of receipt of notice from Lessor reasonably substantiating the associated costs, Judicial Council will provide written notice to Lessor of the Judicial Council’s election of one of the following options:
      1. Judicial Council will pay the entire amount of such scope change costs, and the Rent will remain unchanged.

OR

* + 1. The Judicial Council will finance such scope change costs by an adjustment to the Rent as follows:
    2. For every ITC eligible $25,000 of the scope change costs, the Rent will increase $\_\_\_\_\_ per month;
    3. For every non-ITC eligible $25,000 of the scope change costs, the Rent will increase $\_\_\_\_\_ per month;

1. **Environmental Attributes and Renewable Energy Credits.**  The Rent includes all Environmental Attributes, including Renewable Energy Credits (RECs), which shall become the property of the Judicial Council.
   1. **Qualified Reporting Entity.** Lessor or its subcontractor will act as the Qualified Reporting Entity and report the generation of the PV System in the WREGIS and shall provide confirmation of reporting of the RECs to the Judicial Council.
   2. **Lessor Warranties.** Lessor and, if applicable, its assigns and successors, represent and warrant that throughout the Term of this Lease any RECs transferred to the Judicial Council will conform to the definition and attributes required for compliance with California’s renewables portfolio standard, as set forth in California Public Utilities Commission (“CPUC”) Decision 08-08-028, and as may be modified by subsequent decision of the CPUC or by subsequent legislation. To the extent a change in Applicable Laws occurs after execution of this Lease that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Lessor has used commercially reasonable efforts to comply with such change in law.
   3. **Rebates and Other Incentives.** Other than RECs, any grant, rebate, incentive payment, or credit by the Utility paid as a result of the design, construction, and operation of the System shall inure to the benefit of Lessor including Federal Investment Tax Credits. Federal Investment Tax Credits shall mean any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state, or local law relating to the construction, ownership, or production of electric energy from the Solar PV System. The Judicial Council will cooperate in good faith as necessary to enable Lessor to obtain all available incentives and rebates, including assignment to Lessor of any incentive received by the Judicial Council in connection with the System. Nothing in this section 5.3 is intended to change or modify the Judicial Council’s rights and interests in all Environmental Attributes as provided for in section 5.
2. **Funding Availability.** 
   1. **General Funding Requirement.** All payment obligations of the Judicial Council under this Lease or any related agreement are subject to appropriation by the State Legislature.
   2. **Funding Requirement for Electricity.** It is mutually agreed that if the State Legislature does not timely appropriate sufficient funds for the Judicial Council to make Rental Payments, the obligations of the Judicial Council under this Lease shall be suspended during the continuation of such non-appropriation event or amended to reflect any reduction of appropriated funds. The Judicial Council will take such action as may be necessary to include, or cause to be included, in its annual operating budget funds sufficient to make Rental Payments hereunder. Should the State Legislature pass a budget that fails to appropriate, or otherwise make available, funds to pay Rental Payments, this Lease shall be deemed terminated upon the expiration of available funds. The Judicial Council will promptly notify Lessor if it appears likely that a non-appropriation event will occur, but failure to give such notice shall not extend the Lease beyond the expiration of available funds.
3. **Installation and Acceptance of the System.** Lessor shall have access to the Site, and shall deliver, construct and install the System at the Site pursuant to the terms of the SLA. Prior to construction, Lessor shall obtain all necessary permits. Upon installation, Lessor shall conduct such inspection and/or testing of the System as necessary and appropriate to determine the System's capability and functionality prior to placing it in service.
4. **System Additions.** During the Term of this Lease, the Judicial Council may, at its sole option and in its sole discretion, notify Lessor that it desires additional solar power generating capacity to be installed upon negotiated pricing terms and conditions similar to those of this Lease. The Judicial Council and Lessor shall meet and confer to determine the amount of additional solar power generating capacity which Lessor believes can be technically and economically installed. In the event that the Judicial Council and Lessor agree that additional solar power generating capacity can be installed, the Lease and the SLA will be amended to reflect the installation and operation of the additional solar power generating capacity. The Judicial Council reserves the right in its sole discretion to pursue other suppliers of renewable power generating capacity at the Site and Lessor has no exclusive option or right to provide such additional renewable power generating capacity.
5. **Use; Maintenance; Operation.** Lessor shall cause the System to be operated and maintained in good repair and operation at Lessor’s sole expense, including the cost of capital repairs and replacements, in a commercially reasonable manner throughout the Term in accordance with the terms of the SLA. Lessor warrants that all of its operating and maintenance personnel will be adequately qualified and trained throughout the Term. Lessor shall also be responsible for any maintenance and repairs to the Site if such maintenance and repairs are necessary as a result of Lessor’s use.
6. **Liens and Payment of Contractors and Suppliers.** During the Term, Lessor shall comply with the provisions in section 4 of the SLA concerning the senior priority of the Senior Security Documents. Lessor shall not cause or permit any liens to attach or to be placed upon or encumber the Facility, the Site, or the Licensed Area arising out of or resulting from this Lease or any work performed by Lessor. If any such lien attaches, Lessor agrees to cause the lien to be promptly removed by the posting of a bond, payment of the lien, or otherwise, without cost to the Judicial Council. If Lessor fails to promptly remove the lien, in addition to its other remedies under this Lease, the Judicial Council may undertake to cause such lien to be removed and charge to Lessor any costs and expenses incurred in connection with the removal of said lien. Lessor agrees to hold harmless, defend and indemnify the Judicial Council against all costs and expenses including reasonable attorneys’ fees and court costs incurred in discharging and releasing any such lien.
7. **Insurance.** During the Term, Lessor shall maintain and comply with the insurance coverages required in section 9 of the SLA.
8. **Quiet Enjoyment.** So long as the Judicial Council is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with the Judicial Council’s quiet use and enjoyment of the System during the Lease Term.
9. **Customer Service Support.** Lessor will provide customer service support accessible to the Judicial Council twenty-four (24) hours per day, seven (7) days per week. For purposes of this provision, “accessible” means that Lessor will provide a designated customer service telephone number with a voice mail system which records the time and date of the call. The initial contact name and phone number are: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone Number: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lessor agrees that it will respond to the Judicial Council messages on this designated customer service voice mail system within twenty-four (24) hours of the Judicial Council call. Lessor shall be responsible for notifying Lessee within twenty-four (24) hours of any change in Lessor’s contact information.
10. **Assignment.**
    1. **Assignment.** Except as otherwise provided in this section 14 and as provided in the SLA, the rights, duties, and obligations of Lessor under this Lease shall not be assignable by Lessor in whole or in part without the written consent of the Judicial Council and upon such reasonable terms and conditions that the Judicial Council may require. The Judicial Council’s consent to one assignment shall not be deemed consent to any subsequent assignment. Upon a second request for assignment of Lessor’s interest, and with each subsequent request for assignment, Lessor shall submit a payment of ten thousand dollars ($10,000) to the Judicial Council to offset administrative costs. Any assignments done under sections 14.1.1 through 14.1.2 below, and an initial assignment done under section 5.3 of the SLA, shall be exempt for the purpose of determining whether a payment is due to the Judicial Council. No such assignment shall relieve Lessor of its obligations under this Lease unless the Judicial Council has agreed otherwise in writing. For purposes of this section 14, the sale, assignment, transfer, or disposition, directly or indirectly, of any type which results in a change of control of Lessor shall be deemed an assignment of this Lease. Change of control shall be as defined in common law, and may be the result of a single or multiple related transactions which result in the cumulative transfer in a twelve (12) month period of more than fifty percent (50%) of the voting stock or equity interests of Lessor. The following transactions or events shall not constitute an assignment that is subject to the Judicial Council’s prior written approval:
       1. The assignment to an Affiliate of Lessor provided that the assignee shall produce a Certificate of Status from the Secretary of State and business formation documents demonstrating and confirming assignee’s Affiliate status and provided that Lessor submits documentation to demonstrate to the Judicial Council, in its reasonable judgment, that Lessor for the full Term of the SLA and this Lease shall retain all obligations and responsibilities under those Agreements.
       2. The sale of shares of a publicly traded company in an open market transaction.
    2. **Judicial Council Approval**. Lessor acknowledges that the Judicial Council is relying upon the unique expertise and capability of Lessor. Any assignment of this Lease shall be subject to the written approval of the Judicial Council, which approval shall not be unreasonably withheld. Lessor shall provide the Judicial Council with thirty (30) calendar days’ written notice of any proposed assignment that requires their approval. Lessor must include in such notice supporting documentation sufficient to demonstrate to the reasonable satisfaction of the Judicial Council that such proposed assignee has both the financial capacity and the technical and managerial ability to perform the duties and obligations required under this Lease at a level equal to or exceeding Lessor’s abilities. If the Judicial Council determines in its sole reasonable judgment that those standards are satisfied, it shall approve such proposed assignment. In the event the Judicial Council determines in its sole reasonable judgment that the assignee fails to meet the financial capacity and the technical ability to perform the duties and obligations required under this Lease, the Judicial Council shall promptly give Lessor written notice of such determination and Lessor shall be prohibited from making such assignment. The Judicial Council shall notify Lessor within thirty (30) calendar days after the Judicial Council’s receipt of Lessor’s notice of a proposed assignment and supporting documentation as to whether or the Judicial Council approves of the proposed assignment. In the event the Judicial Council does not approve a requested assignment, no funds submitted with that request as may have been required under section 14.1 shall be refunded to Lessor.
    3. **Collateral Assignment.** The Judicial Council, and the State Public Works Board (“SPWB”) if the Site is bond-funded, acknowledge that Lessor may be financing the acquisition and installation of the System with financing accommodations from one or more Lenders and that Lessor’s obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Lessor’s rights under this Lease and a personal property security interest in the System subject to the senior priority of the Senior Security Documents as set forth in section 4 of the SLA. Lessor may assign its personal property interest in the System, including Lessor’s rights under this Lease, as security for loans or financing of the System including a System Lease with a System Lessor, subject to the requirements of section 4.1 of the SLA. The Judicial Council or the SPWB, if applicable, will work in good faith with Lessor and Lender to agree upon the documentation that may be required in connection with the financing. If a Lender requests additional or different terms and conditions, the Judicial Council and the SPWB, if applicable, agree to consider such requests in good faith, but the Judicial Council or the SPWB is not obligated to agree to any newly proposed terms and conditions contrary to the provisions in section 4 of the SLA if the Judicial Council or the SPWB, each in its sole judgment, determines that such changes are detrimental to the Judicial Council or the SPWB.
    4. **Lessor’s Default Under Financing Agreements.** Lessor agrees to request that any Lender notify the Judicial Council in writing of any default of Lessor under any agreement with Lender regarding the System. If the Lender notifies the Judicial Council that an event of default under the System Lease or other financing agreement has occurred and that the Lender has elected to exercise its rights and remedies thereunder or under any of the related security documents, then, upon the exercise of such rights and remedies, the Lender or any other qualified purchaser of, or successor to, the interests in a judicial or non-judicial foreclosure sale (a “Substitute Lessor”) shall be substituted for Lessor under this Lease, provided that the conditions in this section are satisfied. In that event, the Judicial Council will continue to perform its obligations under this Lease in favor of the Substitute Lessor provided that such Substitute Lessor expressly acknowledges in writing that (i) it is assuming all rights, duties, and obligations of Lessor under this Lease and (ii) it agrees to cure all of Lessor’s defaults under this Lease existing at the time such Substitute Lessor assumes the rights, duties, and obligations of Lessor; and that the Lender has included in such notice supporting documentation sufficient to demonstrate to the reasonable satisfaction of the Judicial Council that such proposed Substitute Lessor or designee has both the financial capacity and the technical ability to perform the duties and obligations required under this Lease at a level equal to or exceeding Lessor’s ability. If the Judicial Council determines in its sole reasonable judgment that those standards are satisfied, the Judicial Council shall approve such proposed Substitute Lessor or designee for the remaining Term and on the same terms and conditions contained in this Lease.

In the event the Judicial Council determines in its sole reasonable judgment that the proposed Substitute Lessor or designee fails to meet the financial capacity and the technical ability to perform the duties and obligations required under this Lease or if the proposed Substitute Lessor has failed to satisfy the requirements of (i) and (ii) in the preceding paragraph, the Judicial Council shall promptly give the Lender written notice of the Judicial Council’s determination and Lender and Lessor shall be prohibited from making such assignment.

1. **DEFAULT.** 
   1. **Events of Default.** A default includes any of the following:
      1. Failure of the Judicial Council to pay the Rental Payments under the following circumstances, (i) if the Judicial Council fails to pay the Rental Payments of for a period of sixty (60) calendar days or more, Lessor shall provide the Judicial Council with a sixty (60) day notice to cure, (ii) the Judicial Council may extend such cure period by thirty (30) calendar day increments by making one or more payments (“Cure Extension Payment”) to Lessor in the amount equal to the monthly payment that would have been due for such period had the Judicial Council not been in breach, (iii) all Cure Extension Payments shall be credited against amounts otherwise due from the Judicial Council, (iv) if the breach is not cured by the Judicial Council during the cure period, as may be extended by the Judicial Council, Lessor may terminate this Lease and the SLA upon expiration of such cure period, and (v) the Judicial Council’s failure to pay as a result of the State Legislature not appropriating funding shall not be considered an event of default and shall not trigger the payment of damages of any kind;
      2. Any representation or warranty made by a Party to this Lease proves to have been false or misleading in any material respect when made or if such representation or warranty is required to remain true in all material respects during the Term of this Lease, if the accuracy of the representation or warranty is not cured within fifteen (15) Business Days after written notice from the other Party;
      3. Failure by a Party to perform any obligation set forth in this Lease (other than the events that are otherwise specifically covered as a separate event of default), and such failure is not cured within thirty (30) calendar days or other such period as specified in this Lease after receipt of written notice of default from the non-defaulting Party; or in the event of a default which cannot be cured within such thirty (30) calendar day period, if the defaulting Party has not commenced and diligently prosecuted such cure within thirty (30) calendar days of written notice and thereafter and diligently prosecuted to cure such default within sixty (60) calendar days after receipt of written notice of default from the non-defaulting Party.
      4. A default by the Judicial Council or Lessor under the SLA not cured within any applicable cure periods;
      5. A Party makes an assignment or any general arrangement for the benefit of creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed within twenty (20) Business Days after such filing; otherwise becomes bankrupt or insolvent, however evidenced; or is unable to pay its debts as they fall due; or
      6. Unreasonable interference by Lessor with the operations of the Judicial Council at the Facility, if the interference is curable by suspension of operation of the System and Contractor fails to suspend operation of the System within forty-eight (48) hours of the Judicial Council’s notice to Lessor regarding the interference without good cause, as determined by the Judicial Council.
   2. **Notice of Default.** The non-defaulting Party shall provide the defaulting Party written notice of any alleged default hereunder, and such notice shall describe the alleged default. Provided that Lessor has notified the Judicial Council in writing of any Lender and such Lender’s name and address, a notice of default shall only be effective if and when the non-defaulting Party also gives such Lender a copy of such notice.
   3. **Remedies for Default.** A Party may terminate this Lease if the other Party is in default of this Lease and such default is not cured within the periods specified in this section 15. Except as expressly stated otherwise in this Lease, the rights and remedies granted to the Parties pursuant to this Lease shall be the sole and exclusive remedies for a failure of a Party to perform its obligations hereunder. If the default is also a default under the SLA, the non-defaulting party shall have the rights and benefit of all default provisions and remedies provided for therein.
      1. **System Removal.** Promptly after notice of termination, Lessor shall fulfill its obligations in accordance with section 11.1 of the SLA.
      2. **Judicial Council Self Help.** In the event of default by Lessor, the Judicial Council may offset Rent payments due to Lessor for the purpose of recovering costs or fees for Lessor’s performance obligations,
      3. **Judicial Council Option to Retain System on Lessor Default.** In the event Lessor defaults on this Lease and such default is not cured within the time permitted by this Lease, the Judicial Council has the option to obtain clear title and exclusive possession of the System pursuant to section 11.4 of the SLA.
   4. **Lender’s Rights.** In the event of a default by Lessor under this Lease, Lenders shall have the same rights as provided in the SLA. The Judicial Council shall not take any action to terminate this Lease because of any default or breach by Lessor if any Lender, within thirty (30) calendar days after service of written notice, adheres to the procedures set forth for Lender’s Rights in the SLA.
   5. **Lessor’s Remedies.** If any default by the Judicial Council shall continue uncured following notice of default as required by this Lease, Lessor’s sole remedies are the following:
      1. **Lessor’s Termination of Lease.** Except as specifically provided otherwise in this Lease, if the Judicial Council defaults under this Lease, Lessor shall have the right to terminate this Lease. Upon any termination of this Lease under this subsection, the Judicial Council shall execute such documents as Lessor may request to memorialize the termination and to release Lessor from the terms and conditions of this Lease.
      2. **Actual Damages.** If Lessor elects to terminate this Lease due to the Judicial Council’s default, Lessor shall fulfill its obligation under section 11.1 of the SLA and thereafter the Judicial Council shall pay Lessor Actual Damages due as defined in section 15.5.4. The payment of Actual Damages shall be the sole remedy available to Lessor under this Lease and the SLA for a default by the Judicial Council.
      3. **Removal of System.** Upon termination of this Lease for default of the Judicial Council, Lessor shall remove the System and restore the Licensed Area to its original condition, less normal wear and tear, pursuant to section 11.1 of the SLA. After Lessor has removed the System and restored the Licensed Area, the Judicial Council shall pay Lessor Actual Damages as defined in section 15.5.4 following Judicial Council’s acceptance of the removal of the System and restoration of the Licensed Area.
      4. For the purpose of this Lease, the term “Actual Damages” shall mean those amounts set forth in the schedule attached as Exhibit T to the SLA.
2. **Lessor Indemnity.** Lessor shall indemnify, defend, and hold harmless the Judicial Council, the Court, and their respective judicial officers, officers, agents, and employees from and against any claims, damages, or expenses, including an amount equal to reasonable attorneys’ fees, and liabilities arising out of or in any way connected with this Lease for claims, damages, expenses, or liabilities for loss or damage to any property, or for any death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arising from the negligence or willful acts or omissions of Lessor, or its officers, agents, employees, assigns, and successor.
3. **OTHER TERMS AND CONDITIONS**
   1. **Approval.** This Lease is of no force or effect until signed by both Lessor and the Judicial Council and, if applicable, is approved by the SPWB, and the SLA has been duly executed and approved. Lessor may not commence performance until such approvals have been obtained.
   2. **Taxes.** Lessor, its successor, and assigns shall pay all taxes, including possessory interest or other tax, assessments, or charges that may at any time be levied upon any interest in System or this Lease. The Judicial Council will not pay municipal energy or utility users’ taxes or franchise fees to Lessor. The Judicial Council’s Rental Payment shall be Lessor’s sole remuneration for the Lease.
   3. **Notices.** Except as otherwise expressly provided in this Lease, all notices and other communications to be given or made under this Lease shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. Notices may also be delivered by electronic mail to the email address indicated below provided that the originator verifies that recipient has received such notice and originator delivers a copy of such notice to recipient using the means in the first sentence of this paragraph as soon as possible. All such notices or other communications shall be deemed received upon the earlier of:

(i) Personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice.

(ii) Mailed as provided above, on the date of receipt or rejection.

(iii) Given by electronic email, when received by the other party if received between Monday through Friday between 9:00 a.m. and 5:00 p.m. so long as such day is not a State or federal holiday and otherwise, on the next day, provided that if the next day is a Saturday, Sunday, or a State or federal holiday, such notice shall be effective on the following Business Day.

To Lessor:

LESSOR:

TITLE:

ADDRESS:

PHONE:

EMAIL:

Copy to Lender/System Lessor:

LENDER:

ADDRESS:

PHONE:

EMAIL:

To Judicial Council:

JUDICIAL COUNCIL OF CALIFORNIA

ATTN:

TITLE:

ADDRESS:

PHONE:

EMAIL:

If applicable to SPWB:

STATE PUBLIC WORKS BOARD

ATTN:

TITLE:

ADDRESS: 915 “L” Street

Sacramento, CA 95814

PHONE:

EMAIL:

* 1. **Lessor Certification.** If Lessor is a different party from Licensee under the SLA, this Lease shall not be effective unless and until Lessor has executed Licensee’s Certifications, attached as Exhibit O to the SLA.
  2. **Recycling Certification.** Lessor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, section 12153, et seq. (“State Agency Buy Recycled Campaign”), in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code sections 12200 et seq. Contractor may certify that the product contains zero recycled content (Public Contract Code section 12205).
  3. **Continued Operations.** Lessor shall continue to fulfill its obligations under this Lease during the period of any dispute between the Parties.
  4. **Counterparts.** This Lease may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Lease may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Lease, with such scanned and electronic signatures having the same legal effect as original signatures.
  5. **Authority.** The signatories hereto represent and warrant that they are duly authorized on behalf of their respective entities to enter into and consummate this Lease.

List of Exhibits

Exhibit A — System Description

Exhibit B — Payment Schedule

|  |  |
| --- | --- |
| **JUDICIAL COUNCIL’S SIGNATURE** | **LESSOR’S SIGNATURE** |
| **Judicial Council of California** | LESSOR’S NAME *(if Lessor is not an individual person, state whether Lessor is a corporation, partnership, etc.)*    **@** |
| BY *(Authorized Signature)*  ? | BY *(Authorized Signature)*  ? |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
| ADDRESS    Branch Accounting and Procurement  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102 | ADDRESS  @ |
| APPROVED AS TO FORM:  Judicial Council of California,  Legal Services  BY:  NAME:  TITLE: ATTORNEY  DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| If Applicable:  CONSENTED TO BY THE STATE PUBLIC WORKS  BOARD OF THE STATE OF CALIFORNIA  BY:  NAME:  TITLE: ATTORNEY  DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

EXHIBIT A  
  
SYSTEM DESCRIPTION

System Description (Scope of Work):

EXHIBIT B  
  
PAYMENT SCHEDULE

|  |  |  |
| --- | --- | --- |
| **Year** | **Monthly SEL Payment ($/mo)** | **Annual SEL Payment ($/yr)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |
| 13 |  |  |
| 14 |  |  |
| 15 |  |  |
| 16 |  |  |
| 17 |  |  |
| 18 |  |  |
| 19 |  |  |
| 20 |  |  |