

STANDARD FORM 1 7/1/71 PROPERTY AND PROCUREMENT	LEASE FOR REAL PROPERTY GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
DATE OF LEASE: March 1, 2024	LEASE NUMBER: C36-455

**THIS LEASE**, made and entered into this date by and between:

## **VIRGIN ISLANDS HOUSING AUTHORITY**

whose mailing address is:

9299 Estate Slob  
Kingshill,  
St. Croix, U.S. Virgin Islands 00850

hereinafter referred to as "**Lessor**" and **THE GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Department of Property and Procurement on behalf of the **DEPARTMENT OF HEALTH** hereinafter referred to as "**Lessee**":

**WITNESSETH:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The **Lessor** hereby leases to the **Lessee** the following described premises:

Plot No. 11-E Penitentiary Land  
Company Quarter,  
St. Croix, Virgin Islands,  
Consisting of 1.56 U.S. acres, more or less

And

Plot No. 11-F Penitentiary Land  
Company Quarter,  
St. Croix, Virgin Islands  
Consisting of 0.68 U.S. acres, more or less  
**As shown on OLG No. A9-132-C018, attached as Exhibit A**

**to be used for:** Department of Health Temporary Hospital Facility, during renovation of Charles Harwood Memorial Hospital to accommodate the administrative office and provide space for a limited community services clinic, as shown on the rendering **attached as Exhibit B**.

2. **TO HAVE AND TO HOLD** the said premises with the appurtenances hereto for the term beginning on **March 1, 2024** and continuing through **February 28, 2025**.



Lessee shall have the option of extending and/or renewing this Lease for three (3) additional terms of one (1) year each, upon the same terms and conditions as herein set forth and upon the further condition that the Lessee shall serve written notice of its election to exercise each renewal option no later than ninety (90) days prior to the expiration of the Lease terms or any renewal term.

3. Lessee shall pay the Lessor rent at the annual rate of \$10,399.70 payable in installments of \$866.64 per month. For each (1) year renewal, the rent shall increase by three percent (3%) as follows:

- (a) For the first renewal term and annual rate of \$10,711.69, payable in installments of \$892.64 per month;
- (b) For the second renewal term and annual rate of \$11,033.04, payable in installments of \$919.42 per month; and
- (c) For the third renewal term at an annual rate of \$11,364.03, payable in installments of \$947.00 per month.

Rent shall be due and payable on the first day of each month in advance, without demand therefor. And the Lessee covenants and agrees to pay said rent as aforesaid. Rent checks shall be made payable to:

Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, U.S. Virgin Islands 00802

4. Lessee shall be solely responsible for and shall keep and maintain all improvement and structures erected or placed on the Premises, and Lessee shall promptly repair any damage regardless of the cause, it being Lessee's sole obligation to keep and maintain every part of the exterior and interior of all improvement and structures placed on the Premises in good order, condition, and repair, including any necessary replacements. Such maintenance shall include, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities, within the Premises or under the floor slab including free flow up to the main sewer line, fixtures, air-cooling and/or air conditioning including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the Premises and interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguishers. Lessee shall be obligated, at its sole cost and expense, to make all repairs, modifications and/or renovations necessary to comply with all licensing, safety, health, environmental, zoning and building codes, and any other applicable Federal or local statutes, rules or regulations which may be applicable to the Premises. Lessee agrees and acknowledges that it is accepting the Premises in its "as is" conditions as of the date of this Lease, with all defects, latent or otherwise.

5. Lessee is prohibited from assignment or sublease of the Premises without VIHA's advance written consent which shall be subject to Lessor's discretion and to the approval of the United States Department of Housing and Urban Development (HUD) as may be appropriate or required. Lessee asserts that the construction and operation of the temporary facilities contemplated herein



shall not interfere with the Lessor's operations on Remainder Parcel 11 and other adjacent properties owned by Lessor. Lessee shall grant Lessor, and/or its agents or contractors' access to the Premises as may be required in connection with Lessor's operations on its properties for any purpose related said operations.

6. To the extent permitted by law, Lessee shall protect, indemnify, save and keep harmless Lessor against and from all claims, loss, costs, damage, or expenses arising out of or from any accident or other occurrence in, on or about the Premises, due to any act or omission of Lessee, its employees, agents, invitees, assignees, or contractors. To the extent permitted by law, Lessee shall hold Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee. Lessee shall also indemnify and hold harmless Lessor against and from any and all claims and against and from any and all loss, costs, damage, liens, or expense arising out of any failure of Lessee to comply and perform all the requirements and provisions of this Lease.

7. The Lessee agrees to pay for all utilities of any kind, including power, water, telephone, internet, or other services installed or connected to any structure or improvement placed on the Premises based on metering or other approved method of measurement.

8. If the Lessee shall, at any time, be in default of the payment of either Rent, or any payments required of Lessee hereunder or any part thereof, for more than thirty (30) days after the same shall be due hereunder, regardless of whether demand has been made thereof, for more than three (3) consecutive months, after the giving of written notice by the Lessor to the Lessee of such default, and if Lessee shall fail to cure said default within thirty (30) days of notice, or if the default cannot be cured in thirty (30) days, to provide written notice of the timetable for a cure in a manner acceptable to Lessor, then and in any such events, the Lessor, by giving a thirty (30) day notice, may cancel this lease.

9. Lessee shall reimburse Lessor for all attorneys' fees and costs incurred as a result of enforcing its rights in response to any such default.

10. No failure by Lessor to insist upon the strict performance of any term, covenant, condition, or obligation of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial payment of Rent or any other amount payable by Lessee under this Lease, during the continuance of any such breach, shall constitute a waiver of any such breach or any such term, covenant, condition, or obligation. Mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy in law or in equity.

11. At the expiration of the term of this Lease, the Lessee shall, at its own cost, remove all structures, improvements, equipment, fixtures or alterations of any kind or nature that were placed upon the Premises and will quit and surrender the Premises hereby demised, in the same condition as that existing at the time of entering upon the same under this Lease.

12. Lessee shall protect itself by insurance, or by self-insurance, at Lessee's own expense, from public liability and from loss by fire or other casualty.



13. This Lease and all obligations hereunder shall be controlled by the Laws of the U.S. Virgin Islands and jurisdiction over all disputes arising hereunder shall remain in the U.S. Virgin Islands.

14. Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use, and occupation of the leased premises, nor for damages to the property or injuries, to the person of the Lessee or of others who may be on said premises at Lessee's invitation. Lessee shall indemnify the Lessor to the extent allowed by law. Lessee shall indemnify and hold harmless Lessor against all liability, penalties, damages, expenses, and judgements by reason of any injury or claim of injury to person or property, of any nature, arising out of the use, occupation, and control of the Premises, or the adjacent streets, alleys, and sidewalks, by Lesser, its agents, employees, invitees, or contractors, at any time during the Lease Term, and any Renewal Term, including those resulting from any work in connection with any alterations, changes, new construction or demolition, to the extent allowed by law. Lessee is hereby subrogated to all of Lessor's rights against any other parties in connection therewith. Lessor shall promptly notify Lessee of any claim asserted against Lessor on account of any such injury or claimed injury to persons or property and shall promptly deliver to Lessee the original or a true copy of any summons or other process, pleading, or notice issued in any suit or other proceedings, to assert to enforce any such claim. Lessee may defend any such suit with its own attorneys at its own expense, and Lessor may participate in such defense at Lessee's expense.

15. Any notice required to be given by the terms of the Lease shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered:

Address of parties are as follows:

Lessee:

Commissioner  
Department of Property & Procurement  
8201 Subbase  
Building No. 1, Third Floor  
St. Thomas, U.S. Virgin Islands 00802-5813

Commissioner  
Department of Health  
Charles Harwood Medical Complex  
3500 Estate Richmond  
Christiansted  
St. Croix, U.S. Virgin Islands 00820

Lessor:

Executive Director  
Virgin Islands Housing Authority  
9900 Oswald Harris Court  
St. Thomas, U.S. Virgin Islands 00802



C36-455

ACCOUNT CODE NO. \_\_\_\_\_

APPROVED as to legal sufficiency:

*Sean P. Bailey, AAG*  
DEPARTMENT OF JUSTICE

DATE: 5/22/2024

APPROVED

*AB*  
Honorable Albert Bryan Jr.  
Governor of the U.S. Virgin Islands

DATE: 5-30-24

*AB*  
*OK*