



COMMON CAUSE
805 Fifteenth Street NW, Suite 800
Washington, DC 20005
202.833.1200

www.commoncause.org

April 22, 2020

The Honorable Zoe Lofgren, Chairperson
The Honorable Christopher A. Coons, Vice Chairperson
Committee on House Administration
U.S. House of Representatives
1309 Longworth House Office Building
Washington, D.C. 20515

Re: Complaint Requesting Investigation of Representative Matt Gaetz

Dear Chairperson Lofgren and Vice Chairperson Coons:

Common Cause, a nonprofit, nonpartisan organization with more than 2 million members and supporters around the United States and more than 54,000 in Florida, respectfully requests that the Committee on House Administration investigate whether Representative Matt Gaetz and Collier Merrill misrepresented material facts in seeking and obtaining approval from the Administrative Counsel of a district office lease.

Specifically, Common Cause requests that the Committee determine whether Gaetz and Merrill failed to disclose to the House Administration Counsel their close, longstanding relationship—as required by the District Office Lease Attachment¹—and instead falsely certified by filing that document that they have no such relationship. Common Cause further requests that the Committee scrutinize the lease agreement to determine whether it was entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction as required by the Committee.

On this date, Common Cause likewise filed a complaint with the Department of Justice (DOJ) requesting an investigation into whether Rep. Gaetz and Merrill may have violated 18 U.S.C. § 1001, which prohibits anyone in any matter within the jurisdiction of the federal legislative branch of government from knowingly and willfully falsifying, concealing or covering up any material fact. Common Cause further requested a DOJ investigation of whether Gaetz and Merrill have conspired to commit an offense against, or to defraud, the United States, or attempted to conspire to commit such offense, in violation of 18 U.S.C. §§ 371 and 1349, respectively.

¹ District Office Lease Attachment, *available at* <https://www.house.gov/sites/default/files/uploads/documents/Leases-116th-Congress/District-Office-Lease-Attachment-Instructions-116th-Congress.pdf>; see also APPENDIX B.

Last week, *POLITICO* reported that “Rep. Matt Gaetz has spent nearly \$200,000 in taxpayer funds renting an office from a longtime friend, adviser, campaign donor and legal client.”² *POLITICO* further reported that both Rep. Gaetz and his friend/landlord Collier Merrill “said in separate interviews Gaetz paid below market rent for the space—although Gaetz later shifted, saying the rent was ‘at or below market rate.’”³

A Member of the House of Representatives must file a “District Office Lease Attachment” with every lease or lease amendment for a Member’s district office submitted to the House Administrative Counsel of the Committee on House Administration.⁴ The form’s instructions require that the Member “personally sign the documents” and that, prior to signing the lease or amendment, the Member must submit the lease and the District Office Lease Attachment to the Administrative Counsel “for review and approval.”

If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment.

....

Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made.⁵

Both the Lessor/Landlord and the Lessee/Member of Congress must sign the form, certifying that the “Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction.”⁶ The Landlord and Member of Congress must further “certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).”⁷

² Jake Sherman and John Bresnahan, “Matt Gaetz rents office space from longtime friend and donor – at taxpayer expense,” *POLITICO*, Apr. 17, 2020, <https://www.politico.com/news/2020/04/17/matt-gaetz-rents-office-space-with-taxpayer-funds-191378>; see also APPENDIX A.

³ *Id.*

⁴ District Office Lease Attachment, available at <https://www.house.gov/sites/default/files/uploads/documents/Leases-116th-Congress/District-Office-Lease-Attachment-Instructions-116th-Congress.pdf>; see also APPENDIX B.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

POLITICO details a decades-long personal and professional relationship between Rep. Gaetz and Merrill.⁸ Gaetz reportedly “has paid more than \$184,000 to Merrill’s Empire Partners LLC to rent the entire sixth-floor in the Seville Tower, a historic building in downtown Pensacola, according to House disbursement records. Gaetz has rented from Merrill since he got to Congress in 2017.”⁹

Gaetz reportedly submitted the rental agreement to, and received approval from, the House’s Administrative Counsel. However, “Gaetz, through a spokesman, said that he did not feel he needed to disclose his long relationship with Merrill to the House.”¹⁰

In other words, both Gaetz and Merrill apparently falsely certified on Gaetz’ District Office Lease Attachment that they neither had nor “continue to have, a professional or legal relationship (except as a landlord and tenant).” They may also have falsely certified that the lease was “entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction.”¹¹

POLITICO reports: “Merrill, who has also advised Gaetz on policy issues, said: ‘I probably be damned if I do, damned if I didn’t. If I [set the rent] too cheap, I’m probably doing him a favor, if I do it too expensive, he’s doing me a favor.’”¹² This, of course, is precisely why a Member of Congress should not be using taxpayer dollars to lease property from his friend.

According to *POLITICO*:

The relationship between Gaetz and Merrill is much deeper than just renting an office. It stretches back decades, to 1994 when Gaetz was on the campaign trail following Joe Scarborough, the MSNBC host who was then running to represent the district in Congress. Merrill and Scarborough are close friends. Merrill even urged Gaetz’s father, Don Gaetz, to run the University of West Florida in Pensacola.¹³

⁸ Jake Sherman and John Bresnahan, “Matt Gaetz rents office space from longtime friend and donor — at taxpayer expense,” *POLITICO*, Apr. 17, 2020, <https://www.politico.com/news/2020/04/17/matt-gaetz-rents-office-space-with-taxpayer-funds-191378>; see also APPENDIX A.

⁹ *Id.*

¹⁰ *Id.*

¹¹ District Office Lease Attachment, available at <https://www.house.gov/sites/default/files/uploads/documents/Leases-116th-Congress/District-Office-Lease-Attachment-Instructions-116th-Congress.pdf>; see also APPENDIX B.

¹² Jake Sherman and John Bresnahan, “Matt Gaetz rents office space from longtime friend and donor — at taxpayer expense,” *POLITICO*, Apr. 17, 2020, <https://www.politico.com/news/2020/04/17/matt-gaetz-rents-office-space-with-taxpayer-funds-191378>; see also APPENDIX A.

¹³ *Id.*

POLITICO goes on to detail Merrill’s involvement over the decades in Gaetz’s political work, as well as Merrill’s longtime relationship with Rep. Gaetz’s father, Don Gaetz, and the fact that prior to becoming a Member of Congress, Rep. Gaetz represented Merrill in litigation.

Pointing to this longtime relationship, Gaetz told *POLITICO*: “It’s not difficult all for me to explain to you that I get rent at below market rate in an agreement approved by the House of Representatives....”¹⁴

The fact that Rep. Gaetz and Merrill falsely certified to the House Administrative Counsel on Gaetz’s District Office Lease Attachment that they neither had nor “continue to have, a professional or legal relationship (except as a landlord and tenant)” and, seemingly, that the lease was “entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction” seemingly violates the U.S. Criminal Code prohibition on making materially false statements to the federal government during government proceedings.

Specifically, the Criminal Code prohibits anyone in any matter within the jurisdiction of the legislative branch of the federal government from knowingly and willfully:

1. falsifying, concealing, or covering up a material fact;
2. making “any materially false, fictitious, or fraudulent statement or representation;” or
3. making or using “any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry[.]”

18 U.S.C. § 1001(a).

Further, with respect to any matter within the jurisdiction of the legislative branch, this statutory prohibition on false statements explicitly applies to “administrative matters, including ... a matter related to the procurement of property or services ... or a document required by law, rule, or regulation to be submitted to the Congress or any office or officer within the legislative branch” and “any investigation or review, conducted pursuant to the authority of any committee, subcommittee, commission or office of the Congress, consistent with applicable rules of the House or Senate.” 18 U.S.C. § 1001(c).

Had Gaetz and Merrill disclosed to the House Administration Counsel their close, longstanding relationship—as required by the District Office Lease Attachment—instead of falsely certifying that they have no such relationship, the House Administration Counsel likely would have scrutinized the lease agreement more closely and, perhaps denied payment of the lease with taxpayer funds. Gaetz and Merrill concealed a material fact in their certified submission to the Committee on House Administration.

¹⁴ *Id.*

The Criminal Code also provides that if “two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof ... and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.” 18 U.S.C. § 371.

Finally, attempting to conspire to commit offenses against the United States also violates the Criminal Code. 18 U.S.C. § 1349.

CONCLUSION

Based on the publicly available information detailed in this complaint and the appended *POLITICO* article, there is reason to believe that Representative Matt Gaetz and Collier Merrill may have knowingly and willfully concealed a material fact in a matter within the jurisdiction of the Committee on House Administration—*i.e.*, concealed the fact of their longstanding relationship in seeking approval of their lease by the Committee. Common Cause requests that this Committee investigate whether the lease agreement meets the Committee’s requirements. In the event the Committee concludes that the lease does not meet the Committee’s requirements, Common Cause urges the Committee to invalidate the lease, deny future requests for payment, recover from Rep. Gaetz taxpayer funds already used to pay this lease, and take any and all other legal and disciplinary action with respect to Gaetz and Merrill that the Committee deems appropriate.

Respectfully submitted,

/s/ Anjenys Gonzalez-Eilert
Executive Director
Common Cause Florida
P.O. Box 831960
Miami FL, 33283

/s/ Paul S. Ryan
Vice President, Policy & Litigation
Common Cause
805 Fifteenth Street, NW, Suite 800
Washington, DC 20005



APPENDIX A



CONGRESS

Matt Gaetz rents office space from longtime friend and donor — at taxpayer expense

Gaetz's relationship with a Pensacola real estate developer highlights how a friendship can become intertwined with congressional duties.



Rep. Matt Gaetz. | Andrew Harnik/AP Photo

By **JAKE SHERMAN** and **JOHN BRESNAHAN**

04/17/2020 04:30 AM EDT

Updated: 04/17/2020 05:13 AM EDT

client.

Both men said in separate interviews Gaetz paid below market rent for the space — although Gaetz later shifted, saying the rent was “at or below market rate.” House rules explicitly state such arrangements are not allowed.

Advertisement

The agreement between Gaetz and Collier Merrill, a Pensacola real estate developer and restaurateur, highlights how a decades-long relationship can become intertwined with a lawmaker’s congressional duties. On top of being Merrill’s tenant, Gaetz attended fundraisers at Merrill’s restaurants, sought his counsel on policy matters and tapped him as a validator for his work in Washington.

Gaetz — who represents a conservative swath of the Florida Panhandle — has paid more than \$184,000 to Merrill’s Empire Partners LLC to rent the entire sixth-floor in the Seville Tower, a historic building in downtown Pensacola, according to House disbursement records. Gaetz has rented from Merrill since he got to Congress in 2017.

House [rules state](#) that all leases for district offices must be “at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor

Merrill said in an interview that Gaetz approached him saying he wanted to rent space in his building. Merrill then dispatched his leasing director to give Gaetz's staff a "range to see what they can get" and the private negotiation yielded a price in the middle.

The rental agreement was approved by the House's Administrative Counsel. Gaetz, through a spokesman, said that he did not feel he needed to disclose his long relationship with Merrill to the House.

Advertisement

AD

A Gaetz aide said the office occupied by his predecessor, Jeff Miller, that he could have moved into did not have adequate security infrastructure. Gaetz's office said he received death threats after voicing support for abolishing the EPA. His office also said Gaetz has returned more than a half-million dollars in his allotted expense money back to the Treasury.

Gaetz's office space in Merrill's building is more than 3,000 square feet.

"I love the idea of ... having a state rep, having a congressman — we're right across from the courthouse," Merrill said.

Merrill, who has also advised Gaetz on policy issues, said: "I probably be damned if I do, damned if I didn't. If I [set the rent] too cheap, I'm probably



Gaetz — a close ally of President Donald Trump — has been outspoken in recent weeks about ethics controversies involving Sen. Richard Burr (R-N.C.). He called Burr to resign after news reports revealed the North Carolina senator dumped a large chunk of a stock portfolio after a classified briefing on the coronavirus. Burr also sold his Washington home to a lobbyist at a price that some real estate consultants cited in the story characterized as above market price.

On Thursday, Gaetz's office asked for more time to respond to the story because of a "call ... with the White House." Minutes later, Gaetz [tweeted](#) out his version of events.

Advertisement

AD

Gaetz, in an interview Wednesday, first suggested POLITICO was "shilling for Burr." The Florida Republican then defended his relationship with Merrill and denied he had done anything improper.

"Every member of Congress has relationships with their donors," Gaetz said in the interview. "The question is whether or not those relationships are improper or illegal."

Gaetz said "every layer" of his relationship with Merrill was appropriate.



trail following Joe Scarborough, the MSNBC host who was then running to represent the district in Congress. Merrill and Scarborough are close friends. Merrill even urged Gaetz's father, Don Gaetz, to run the University of West Florida in Pensacola.

When Gaetz notched one of his chief legislative achievements — an amendment to a fishery legislation called the "Reef Assassination Act" — Merrill was included in Gaetz's press release praising the congressman. The legislation encouraged "the elimination of lionfish" from the waters off Pensacola, which have seen an explosion of the invasive fish.

“I am grateful to have someone in Washington willing to take on issues that affect us here locally. The lionfish is thriving — at the expense of our native fish and reefs. It is time for us to stop monitoring the situation, and start addressing it,” Merrill, who owns several restaurants, said of the proposal. Gaetz told POLITICO the legislation would've equally benefited every restaurant owner in his district.

Advertisement

AD

Gaetz had also attended fundraisers at one of Merrill's Florida restaurants. The school-age children who Gaetz selected as winners of a congressional art contest got gift certificates to the Fish House and at Gulfarium — Merrill owns

“It’s not difficult all for me to explain to you that I get rent at below market rate in an agreement approved by the House of Representatives, a friend of mine donates gift certificate to high-achieving students and I seek the counsel of a former Chamber of Commerce president on business issues and I happen to cite that person in a press release about legislation that would help all restaurants in my district equally,” Gaetz said, speaking of Merrill’s involvement in his official duties. “There is nothing difficult about any of that.”

Politics is Gaetz’s family business. His father Don was running for the Okaloosa County School Board in 1994 when the congressman first met Merrill. The elder Gaetz made his way to the Florida senate in Tallahassee in 2006. Later, he became the senate president.

POLITICO NEWSLETTERS

POLITICO Playbook

Sign up today to receive the #1-rated newsletter in politics.

YOUR EMAIL

SIGN UP

By signing up you agree to receive email newsletters or alerts from POLITICO. You can unsubscribe at any time. This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

In 2016, when Don Gaetz was on the brink of retirement from public office, Merrill had a job in mind: he suggested Matt Gaetz’s father throw his name in the mix to run the University of West Florida in Pensacola. Merrill — a member of the search committee — [told POLITICO](#) at the time that he was “crazy about Don Gaetz. ... I certainly hope Senator Gaetz does apply.” Gaetz didn’t get the job, after former Gov. Rick Scott [intervened on behalf of his opponent](#).

Advertisement

In 2009, when Matt Gaetz was just two years out of law school and one year away from taking a seat in the statehouse in Tallahassee, he represented Merrill's restaurant company in a lawsuit against a group of women who called themselves the "red fish chix." The women bought a boat from Merrill in exchange for cash and a commitment to do promotional events. Merrill — through Gaetz — alleged the women did not pay for the boat, and sold it to a third party without his consent. Gaetz also said he represented Merrill personally in a noise complaint "nearly five years ago."

When Gaetz finally got to Congress, it was Merrill who was his biggest advocate.

"He goes up there and hits it right off the bat," Merrill told a reporter writing a story for the Naples Daily News. "Matt's not going to sit there and wait for the fight to come to him. If there's a fight that needs fighting, he's going after it."

Merrill put it this way to the Washington Post, speaking of Gaetz and his father Don: "They are workers." Merrill observed that Gaetz — like his father — was "rising quickly in the ranks."

FILED UNDER: RICHARD BURR, DONALD TRUMP, DONALD TRUMP 2020, MATT GAETZ

SHOW COMMENTS

APPENDIX B

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. **The Member/Member-Elect is required to personally sign the documents.**
- B. **The Member/Member-Elect must indicate in Section A (“Lease Amenities”) of the Attachment whether the proposed leased space will serve as a flagship district office.**
- C. **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.**
- D. **Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.**
- E. **Section B (“Additional Terms and Conditions”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- F. **Even if rent is zero, an Attachment is still required.**
- G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. **Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).**
- I. **Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.**
- J. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- The leased space will serve as my flagship (primary) District Office.
- The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

- * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)
- * **Interior Wiring CAT 5e or Better within Leased Space.**
- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. _____ Assigned Parking Spaces
 _____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 2 of 5 – 116th Congress)

SECTION B (Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

- 15. Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
- 17. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
- 18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- 20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- 23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?		
Name _____	Phone (____) _____	E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*