

TENANT USE
TERMS AND CONDITIONS

FOR AN AGREEMENT BETWEEN TWO TENNESSEE BOARD OF REGENTS INSTITUTIONS

1. **TERM:** The Term of the Agreement shall commence and end on the dates set forth in the Agreement, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy.
2. **HOLDING OVER:** In the event the Tenant remains in possession of the premises after the expiration of the Agreement term, or any extension thereof, the Agreement shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
3. **RENTAL:** Tenant shall pay rental in arrears on the last day of payment periods as set forth in the Agreement. Rent payable for any interval of time less than one payment period shall be determined by prorating the periodic rental specified in the Agreement, based on the actual number of days in the period. Rental shall be paid to Holder at the address specified in paragraph 6 for Notices, or to such other address as Holder may designate by a notice in writing.
4. **APPROPRIATIONS:** All terms and conditions of the Agreement are made subject to the continued appropriations by the appropriate Legislative Body.
5. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the chief financial officer of the institution, or a designee named by the chief financial officer in a prior Notice.
6. **ALTERATIONS:** The Tenant shall have the right during the Term of the Agreement to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises with the written consent of the Holder, with such consent not to be unreasonably withheld. Such fixtures, additions, structures or signs so placed in or upon or attached to the premises under the Agreement or any prior agreement of which the Agreement is an extension or renewal shall be and remain the property of the Tenant and may be removed therefrom by the Tenant prior to the termination or expiration of the Agreement or any renewal or extension thereof, or within a reasonable time thereafter.
7. **INSPECTION:** The Holder reserves the right to enter and inspect the premises, at reasonable times, and to render services and make any necessary repairs to the premises.
8. **SERVICES AND UTILITIES:** The Holder shall furnish to the Tenant, during the Term, at Holder's sole cost, the services, utilities and supplies stipulated in the Agreement.
Janitorial service, if provided, shall be provided in accordance with the following schedule:
 - (a) **Daily:** Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.
 - (b) **Weekly:** Mop all floors and dust all venetian blinds. Vacuum carpets, if any.
 - (c) **Every Other Month:** Strip and wax all floors.
 - (d) **Semi-Annually:** Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

In the event of the failure by the Holder to furnish any such services, utilities or supplies in a satisfactory manner, the Tenant may furnish the same at its own cost, and, in addition to any other remedy the Tenant may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.
9. **REPAIR and MAINTENANCE:** During the Term of the Agreement, Holder shall maintain the premises and appurtenances that Holder provides in good repair and tenantable condition, including, but not limited to the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment, and fixtures, to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the Tenant 's agent, invitee, or employee. Holder's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the Tenant, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters. In case Holder, after notice in writing from the Tenant requiring the Holder to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the Tenant 's employees, property, or invitees, the Tenant may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Tenant may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

- 10. DESTRUCTION:** If the premises are totally destroyed by fire or other casualty, the Agreement shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the premises unusable for the purpose intended, Holder shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Holder shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Holder under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate the Agreement or, upon notice to Holder, may elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under the Agreement and any other similar agreement between Holder and Tenant.

In the event of any such destruction other than total, where the Tenant has not terminated the Agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Holder shall diligently prosecute the repair of the leased premises; and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Holder's notice in connection with partial destruction aggregating more than ten (10) percent, the Tenant shall have the option to terminate the Agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under the Agreement and any other similar agreement between Holder and Tenant.

In the event the Tenant remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Tenant is thus precluded from occupying bears to the total net square feet in the premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

- 10. TERMINATION:** Either party terminate the Agreement at any time by giving written notice to the other prior to the date when such termination becomes effective by at least the number of days set forth in the Agreement for Normal Notice of Termination. Notice shall commence on the day after the date of mailing. The number of days shall be waived in cases of:
- (a) Termination or consolidation of the Tenant operations or programs housed in the premises because of loss of funding or otherwise; or,
 - (b) Lack of funding by the appropriate legislative body for obligations required of the Tenant under the Agreement.

- 12. ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign this use of premises without the written consent of the Holder.

- 13. SURRENDER OF POSSESSION:** Upon termination or expiration of the Agreement, the Tenant will peaceably surrender to the Holder the premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the Tenant has no control or for which Holder is responsible pursuant to the Agreement, excepted. The Tenant shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the Tenant elects to remove any such improvement or fixture and such removal causes damages or injury to the premises and then only to the extent of any such damage or injury.

End of Standard Terms and Conditions