

MUTUAL OR TRANSIENT USE
TERMS AND CONDITIONS

FOR AN AGREEMENT INVOLVING A TENNESSEE BOARD OF REGENTS INSTITUTION

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 User 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:** User 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 Owner at the address specified for Notices in the Agreement, or to such other address as the Owner 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. **ASSIGNMENT AND SUBLETTING:** The User shall not assign the Agreement without the written consent of the Owner.
6. **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 as set forth in the Agreement.
7. **ALTERATIONS:** The User 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 Owner, 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 User and may be removed therefrom by the User prior to the termination or expiration of the Agreement or any renewal or extension thereof, or within a reasonable time thereafter.
8. **INSPECTION:** The Owner reserves the right to enter and inspect the premises, at reasonable times, and to render services and make any necessary repairs to the premises.
9. **SERVICES AND UTILITIES:** The Owner shall continue normal and customary janitorial services and utilities during the Agreement term at Owner's sole cost, to preserve the habitability and usability of the primary and secondary use areas.
10. **REPAIR and MAINTENANCE:** During the Agreement term, Owner shall maintain the premises and appurtenances that Owner 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 User's agent, invitee, or employee. Owner's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the User, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters. In case Owner, after notice in writing from the User requiring the Owner 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 User's employees, property, or invitees, the User may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the User may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
11. **SPACE AUDIT:** The Owner certifies that the amount of space, as described in the Agreement, is accurate to the best of its knowledge. The User reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in the Agreement, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Owner and that actually measured by the User. In all cases, the User shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

- 13. 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, Owner 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, Owner shall forthwith give notice to User of the specific number of days required to repair the same. If Owner 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, User, in either such event, at its option, may terminate the Agreement or, upon notice to Owner, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under the Agreement and any other agreement between Owner and User.

In the event of any such destruction other than total, where the User has not terminated the Agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of the 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 Owner's notice in connection with partial destruction aggregating more than ten (10) percent, the User 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 agreement between Owner and User.

In the event the User 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 User 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.

- 14. TERMINATION:** User may terminate the Agreement at any time by giving written notice to the Owner prior to the date when such termination becomes effective by at least the number of days set forth in the Agreement for Notice Required. 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 User 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 User by the Agreement.

- 15. SURRENDER OF POSSESSION:** Upon termination or expiration of the Agreement, the User will peaceably surrender to the Owner 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 User has no control or for which Owner is responsible pursuant to the Agreement, excepted. The User 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 User 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 Terms and Conditions