

LEASE AGREEMENT FORM

(TBR institution is Lessor)

Administrative use only:

Agency: _____

Allotment Code: _____

No. _____

This Instrument Prepared By:



Tennessee Board of Regents

Third Floor

1 Bridgestone Park

Nashville, Tennessee 37214

This Lease, entered into as of the Effective Date, as defined hereafter, made by and between

**the Metropolitan Government of Nashville and Davidson County by
and through the Nashville Public Library**

hereinafter called the Lessee, and

**the Tennessee Board of Regents, on behalf of
Nashville State Community College**

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises with the appurtenances situated in the

County of Davidson, City of Nashville, located at 120 White Bridge Road

- 2. DESCRIPTION:** The premises above are more particularly described as follows:
3,542 square feet of space, off the quad at Nashville State Community College Campus at White Bridge Road. The space is in the PEG Studio building as shown on the attached floor plan in Exhibit A.

- 3. USE:**

The above-described premises will be used by the Lessee for the purpose of Nashville Education, Community and Arts Television ("NECAT") managing a Public Access Channel Production Studio and for no other purpose whatsoever. In using the premises, the Lessee shall comply with all federal, state, and local laws and rules and regulations, as well as the policies of the Tennessee Board of Regents. NECAT staff will have access to use the studio Wednesday through Sunday from noon to ten (10) pm.

4. TERM AND RENEWAL OPTION: This Lease shall commence on July 1, 2025, and shall continue for a term of one year ending on June 30, 2026 (the "Initial Term"). Upon the expiration of the Initial Term, the Lessee shall have the option to renew this Lease for an additional one (1) year term (the "Renewal Term") upon the same terms and conditions, except as modified by mutual agreement of the parties through amendment of this Lease. The Lessee must provide written notice to the State of their intent to renew at least 60 days prior to the expiration of the Initial Term. If the Lessee fails to provide such notice, this Lease shall terminate at the end of the Initial Term unless otherwise agreed in writing by both parties.

5. RENTAL: The Lessee agrees to pay to the State as rent for said premises the sum of:

Annual
3,542 @
\$26.96 per
sq. Ft. rent of \$ **95,500.00** , payable in one lump sum
 payment of \$ **95,500.00** per **year**.
 Annual rent shall be made to State on or before August 1st, at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this Lease at any time on or after July 1, 2025 by providing written notice to the Lessee at least thirty (30) days before the termination becomes effective. Lessee may terminate this Lease at any time on or after July 1, 2025 by giving written notice to the State at least thirty (30) days prior to the date when such termination becomes effective. If the Lessee or Lessor elects to terminate this Lease prior to the end of the then current Lease term, the Lessor shall provide a prorated rebate of prepaid rent based on the number of full unused months remaining in the Lease term as of the effective date of termination. The rebate shall be calculated by dividing the total prepaid rent by the number of months in the Lease term and multiplying that amount by the number of full months remaining. Any applicable fees or deductions permitted under this Lease shall be deducted from the rebate amount before disbursement.
- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this Lease and re-enter and take possession of premises at any time for any of the following causes:
 - (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; and
 - (2) Any other breach of the terms of this lease by Lessee which is not adequately remedied within thirty (30) days of the mailing of written notices thereof to Lessee.
- c) **LACK OF FUNDING:** If this Lease is funded by public dollars or grants from a public entity and the funds are not appropriated or the grant is discontinued, Lessee may terminate this Lease by written notice specifying the date of termination to State.

7. ABANDONMENT: Lessee must notify State in writing of any planned absence from premises in excess of one hundred eighty (180) consecutive days. If Lessee is absent from the premises in excess of one hundred and eighty (180) consecutive days without notifying the State, the State may treat the premises as abandoned and shall have the right to terminate the lease, re-enter and take the premises, and take possession of contents located in the premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an

additional thirty (30) days, after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

- 8. 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 emailed to the below email addresses, and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the
Lessee at: **The Metropolitan Government
of Nashville and Davidson
County, by and through the
Nashville Public Library
Attn: Terri Luke, Director
615 Church Street
Nashville, TN 37219
Email: terri.luke@nashville.gov**

To the
State
at: **Nashville State Community
College
Attn: Shanna L. Jackson
120 White Bridge Road
Nashville, TN 37209
Email:
Shanna.Jackson@nscc.edu**

- 9. ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the leased premises without the written consent of the State.
- 10. INSPECTION:** The State reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.
- 11. ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the term hereby created or extension thereof or upon termination of the lease for any reason, restore the building to the identical conditions as when entered upon the lease.
- 12. SURRENDER OF POSSESSION:** Upon termination or expiration of this lease, the Lessee will peaceably surrender to the State the leased premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the premises beyond reasonable wear and tear.
- 13. QUIET POSSESSION:** State agrees that Lessee shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
- 14. REPAIR AND MAINTENANCE:** During the lease term, State shall maintain the premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.

15. DESTRUCTION:

- a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, State shall effect restoration of the premises as quickly as is reasonably possible. In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, at its option, either party may terminate this lease.
- b) In the event of any such destruction other than total, where the lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the premises.
- c) In the event the Lessee 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 Lessee is precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions.

16. Non-Interference with Lessee's Equipment:

- a) Lessee shall have the exclusive right to use, operate, and maintain any equipment, tools, or property they bring into or store within the shared space (the Lessee's Equipment). Neither State nor any other lessee, occupant, guest, or third party shall use, handle, move, modify, inspect, or otherwise interact with Lessee's Equipment without Lessee's prior express consent, except in cases of emergency where immediate action is necessary to prevent damage or harm.
- b) State acknowledges that Lessee's Equipment is the sole property of the Lessee, and State shall not assume any right over, nor responsibility for, its use, maintenance, or security.
- c) Lessee shall be responsible for securing their equipment and ensuring that its presence does not interfere with the shared use of the space.

17. Liability: Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Lease shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307. Lessee is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Lease shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

18. UTILITIES: The State shall be responsible for furnishing the following utilities:

Water, sewer, gas, and electricity in reasonable capacities for the Lessee's proposed use.
Janitor services and consumable supplies to be used in restrooms.

Lessee shall be responsible for payment of all other utilities.

- 19. TIME OF THE ESSENCE:** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 20. HOLDING OVER:** In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease 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.
- 21. EFFECTIVE DATE:** This Lease shall be effective upon signature of the below parties and upon passage by the Metropolitan Council.
- 22. Insurance:** Lessee shall always keep all of Lessee's personal property located in or on the Premises insured.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSEE
DocuSigned by:
BY: Terri Luke
EE49BFDF9F034BF...
Name: Terri Luke
Title: Director, Nashville Public Library

STATE
BY: _____
Dr. Shanna L. Jackson
President
BY: _____
Dr. Flora W. Tydings
Chancellor

APPROVED AS TO AVAILABILITY OF
FUNDS:

Signed by:
Jennine Reed/MJW
62377A2A8742469...


Jenneen Reed
Director of Finance

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

AB977FA986E6421...
Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

68804BF12FD741C...
Director of Insurance

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed:

State:
STATE OF TENNESSEE

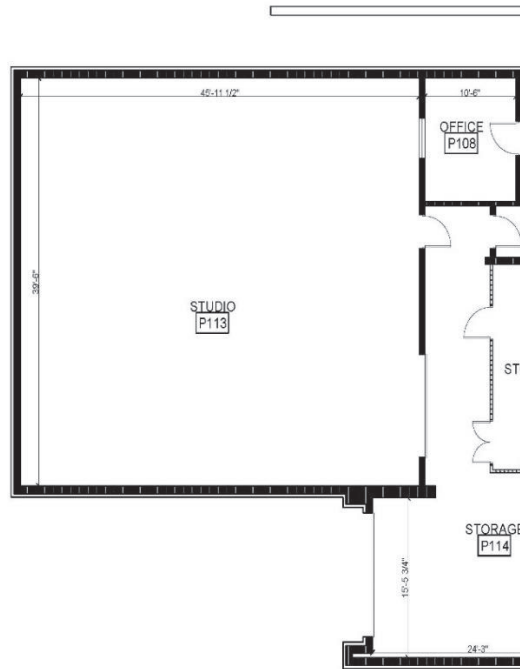
By: _____
Name: Matt Van Epps
Title: Commissioner, Department of
General Services

Approved:

Jonathan Skrmetti
Attorney General & Reporter

Bill Lee, Governor

EXHIBIT A



FLOOR PLAN PEG BUILDING
24x36=SCALE: 1/4"=1'-0"
11x17=SCALE: 1/8"=1'-0"