

LEASE AGREEMENT FORM
(TBR institution is Lessor)

Administrative use only:
Agency: _____
Allotment Code: _____
No. _____

This Instrument Prepared By:

tbr THE COLLEGE SYSTEM
of TENNESSEE
Tennessee Board of Regents
 Third Floor
 1 Bridgestone Park
 Nashville, Tennessee 37214

This Lease is entered into as of this 30th day of April, 2023, is made by and between

**the Metropolitan Government of Nashville and Davidson County by
and through the Metropolitan Board of Education**

hereinafter called the Lessee, and

State of Tennessee, on behalf of Nashville State Community College

hereinafter called the State.

WITNESSETH:

- 1. LOCATION:** The State hereby leases unto the Lessee those certain premises (“Premises”) with the appurtenances situated in the
 County of Davidson, City of Nashville, located at 120 White Bridge Pike
- 2. DESCRIPTION:** The Premises are more particularly described as follows:
 400 square feet of furnished office space commonly known as Suites K-205J, K-205K, and K-205L together with rights to use all common areas of the building and on the campus in which the Premises are located, including the right to park up to three (3) vehicles in the parking areas on campus.
- 3. USE:** The Premises will be used by the Lessee employees working on the “Gear Up” program 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.
- 4. TERM:** The term of this Lease (“Term”) shall commence on April 30, 2023 and shall end on December 31, 2026 (the “Expiration Date”), with such rights of termination as are hereinafter set forth. Notwithstanding the foregoing, in the event that the “Gear Up” program ends or is terminated prior to Expiration Date, then this Lease shall automatically terminate ninety (90) days after the date the “Gear Up” program ends or is terminated.
- 5. RENTAL:** No rental shall be due from Lessee under this Lease. The value of the rental has been determined to be \$19,445.00 for the first year of the Term and \$14,445.00 for each subsequent year in the Term and shall be considered part of the State’s match under the Gear

Up Grant which was awarded by the US Department of Education to Lessee and in which the State has agreed to act as a partner. The rental value was determined as follows:

- Facilities Revolving Fund Rate for Davidson County: \$26.50
- Square Footage: 400sf +80 sf (common area factor) = 480 sf
- Parking Permit Cost: \$45 per year (\$15 per person per year)
- Office Furniture Cost: \$1,680 per year (\$70 per office per month)
- Cabling Cost: \$5,000 one-time setup fee

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this Lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this Lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date July 31, 2023	State Advance Notice Required 90 days	Lessee Earliest Termination Date July 31, 2023	Lessee Advance Notice Required 90 days
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- 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 twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment" 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 number of days shown below for "Minimum Contents Hold"; 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.

Maximum Abandonment: 180 days	Minimum Contents Hold: 30 days
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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 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 Metropolitan Board of Education, Attn: Director of Procurement, Kevin Edwards,**

To the State at: **Tennessee Board of Regents Office of Facilities Development Third Floor 1 Bridgestone Park Nashville, Tennessee 37214**

**2601 Bransford Ave., Nashville,
TN 37204**

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the Premises without the written consent of the State.
10. **INSPECTION:** The State reserves the right to enter and inspect the 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 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 Lessor shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the 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 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 Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the 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 percent (10%) 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 Premises. "Net square feet" shall mean actual inside dimensions.

- 16. **LIABILITY:** To the extent permitted by law, Lessee covenants and agrees to be responsible for all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the Premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
- 17. **UTILITIES:** The State shall be responsible for furnishing utilities (electricity, water, sewer) and janitorial services in reasonable capacities for Lessee's proposed use. Lessee shall be responsible for payment of all other utilities and services, including internet, it desires.
- 18. **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.
- 19. **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.

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

Lessee:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC
EDUCATION

By: *Rachael Anne Elrod*
Name: Rachael Anne Elrod
Title: MPBE Board Chair

State:

STATE OF TENNESSEE

By: *Christi W. Branscom*
Name: Christi W. Branscom
Title: Commissioner, Department of
General Services

Approved:

Jonathan Skrmetti by Delegation
Jonathan Skrmetti
Attorney General & Reporter

Bill Lee
Bill Lee, Governor

RECOMMENDED:

Kevin Edwards

Director of Procurement

John Paul Gray

Department Head

Sarah Chin

TH

Executive Staff Member

APPROVED AS TO AVAILABILITY OFFUNDS:

NA

kk

Account #: _____

[Signature]

Chief Financial Officer

Kelly Flannery

kk

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Colob

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marshe

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

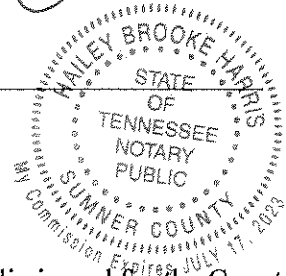
Before me, Hailey Harris the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Christi W. Branscom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Commissioner of the Department of General Services of the State of Tennessee, the within named bargainor, and that she as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of Tennessee by herself as such Commissioner.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 21 day of February, 2023.

Hailey Harris
Notary Public

My Commission Expires:

July 17, 23



STATE OF TENNESSEE)
COUNTY OF Davidson)

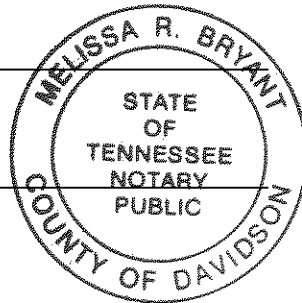
Before me, Melissa Bryant, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Rachel Anne Wood with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be the Chair of Board of MNPS, the within named bargainor, and that she/he as such Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of MNPS by herself/himself as such Chair.

WITNESS my hand and seal at office in Nashville, Tennessee, on this the 23rd day of January, 2023.

Melissa R Bryant
Notary Public

My Commission Expires:

My Commission Expires
November 6, 2023





Certificate Of Completion

Envelope Id: 11F37AE01FE74EFBADD962E289F520
Subject: Nashville State Community College 7548137
Source Envelope:
Document Pages: 7
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Stephen Pitman
2601 Bransford Ave.
Nashville, TN 37204
Stephen.Pitman@MNPS.org
IP Address: 96.4.9.1

Record Tracking

Status: Original
12/6/2022 12:07:16 PM

Holder: Stephen Pitman
Stephen.Pitman@MNPS.org

Location: DocuSign

Signer Events

Kevin Edwards
Kevin.Edwards@mnps.org
Director of Procurement
Metro Nashville Public Schools
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Timestamp

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Signed: 12/6/2022 12:22:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kevin Knapp
kevin.knapp@mnps.org
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

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John-Paul Gray
john-paul.gray@mnps.org
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

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Electronic Record and Signature Disclosure:
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Tracy Harper
tracy.harper@mnps.org
Grant Manager
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

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Signed: 12/8/2022 10:41:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Sarah Chin
sarah.chin@mnps.org
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.2

Timestamp

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephen Pitman
stephen.pitman@mnps.org
Contract Agent
Metropolitan Nashville Public Schools
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 96.4.9.1

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Henson
chris.henson@mnps.org
CFO
Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 96.4.9.2

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kathy King
kathy.king@nashville.gov
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery tje
tom.eddlemon@nashville.gov
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Metro Water Services
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 170.190.198.100

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign