
Agenda Item 10C

May 21, 2019

SUBJECT:

Authorization for the Chancellor to Negotiate and Execute a Lease Agreement with Texas A&M University System for the Veterinary Technology Program

RECOMMENDATION:

That the Board authorize the Chancellor to negotiate and execute a lease agreement with Texas A&M University System for the Veterinary Technology Program

RATIONALE:

The Administration requests authorization to negotiate and execute a lease agreement (Attachment A) by and between the Board of Regents of the Texas A&M University System (TAMUS) and Blinn College District for designated areas on the Texas A&M University Campus. The specific areas are within the Veterinary Medicine Administration (VMA) and Veterinary Medical Sciences (VMS) Buildings located at the Veterinary & Biomedical Education Complex, 660 Raymond Stoyer Parkway, College Station, Texas. The agreement consists of a 12-month term with the option to renew for two additional 12-month terms.

The Administration recommends this new lease agreement because the facilities will provide better-ventilated classrooms and learning space. Moreover, the additional square footage in this lease agreement is necessary in order to foster program expansion.

The State of Texas currently has approximately 8,415 active veterinarians, and only 1,657 licensed veterinary technicians (LVTs). Practice management experts agree that a minimum of two LVTs per veterinarian is necessary to keep a practice running smoothly, while going above that ratio increases profits significantly. Based on the 2:1 ratio, Texas lacks approximately 15,173 LVTs.

In order to meet this need, the Administration would like to increase enrollment in the traditional program and launch a blended veterinary technology program with online classes and on-site laboratories. The College District is organizing a pilot program to allow uncredentialed employees of the TAMUS Veterinary Medical Teaching Hospital to enroll in Blinn's Veterinary Technology Program. If successful, the blended program would be open to any qualified applicant as early as the 2019-2020 Academic Year, and no later than Summer 2020, depending on the logistics of the move to the new location.

BUDGETARY CONSIDERATIONS:

Per the lease agreement terms, \$3,801.83 per month. The renewal term will increase yearly by 2.25% based on the rent amount. Funds are available in the Fiscal Year 2019-2020 lease budget.

RESOURCE PERSONNEL:

Dr. Elmer Godeny, Dean of Agriculture and Natural Science

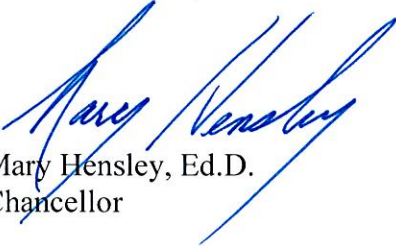
ATTACHMENTS:

Attachment A: Lease Agreement by and between the Board of Regents of the Texas A&M University System and Blinn College District

Respectfully Submitted by:



Karen Buck, M.Ed
Vice Chancellor, Student Services and Administration



Mary Hensley, Ed.D.
Chancellor

LEASE AGREEMENT
by and between the
BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM
and
BLINN COLLEGE DISTRICT

This Lease Agreement (“Lease”) is entered into by and between the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as Landlord (“**A&M SYSTEM**”) and **BLINN COLLEGE DISTRICT** a Texas corporation, as Tenant (“**TENANT**”). This Lease shall be managed and administered on behalf of **A&M SYSTEM** by Texas A&M College of Veterinary Medicine & Biomedical Sciences (“**VET MED**”).

ARTICLE 1
PREMISES

1.1 Description of Premises. **A&M SYSTEM**, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to **TENANT** the following described premises (the “Leased Premises”):

Space in the VMA and VMS Buildings located at the Veterinary & Biomedical Education Complex, 660 Raymond Stotzer Pkwy. on the Texas A&M University (“**TAMU**”) Campus, College Station, Brazos County, Texas (the “Building”), being the following rooms (“Leased Premises”):

1st Floor – VMA 1026-01

Room 107h Program Director’s office

Room 107 f Student record storage

Room 107 ee Storage or student testing space

Room 107 g Office space for Clinical Coordinator

Room 107 e Office space for part time or other full time faculty

Room 107 k Desk space for administrative assistant

Room 107 e-j Storage/Closet Space

The following two rooms, Rooms 107-d and 107-fa, will be licensed for **TENANT**’s shared use. **TENANT**’s use will be given priority when scheduling use of Room 107d. Blinn will schedule lecture classes in 107-d using A&M’s existing calendar scheduler system denoting when the space is being used for lecture and related activities.

Room 107 d Lectures or conference, multipurpose room with AV capabilities
Room 107 fa Break room - sink and water access

2nd Floor – VMA 1026-02

Room 229b Laboratory space
Room 229c Lab supply storage
Room 002cc Access to hallway/emergency evacuation in the event 230 is in use
Room 002cd Access to hallway/emergency evacuation in the event 230 is in use

1st Floor – VMS 507

Room 157 Anatomy Lab
Room 157a Storage
Room 157b Freezer

3rd Floor VMS 309

Room 309 Classroom

And as further depicted on the floor plan attached hereto as Exhibit “A.”

1.2 “AS-IS” Condition. **TENANT** accepts the Leased Premises in its "AS-IS" condition.

1.3 Permitted Use. **TENANT** shall use the Leased Premises for general office and classroom purposes only. **TENANT** will not use or allow the Leased Premises to be used for any unlawful purpose nor will **TENANT** cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste of or on the Leased Premises. Leased Premises shall not store hazardous materials; no nuclear or biological matter shall be stored on site; **TENANT** shall provide **A&M SYSTEM** with a copy of their lab safety guidelines, together with a list of all chemicals to be used in laboratory space; disposal plan; and Safety Data Sheets (SDS) of all products and chemicals stored on Leased Premises, and provide an updated list whenever additional chemicals are used and/or stored.

1.4 Common Areas. **TENANT** will have non-exclusive use of the Building “common areas,” including but not limited to:

- A. Public Restroom Facilities;
- B. Public Water Fountains; and

- C. Entryway, lobby area, hallways, elevators, stairwells, or other areas open to use by the general public.

1.5 Vehicle Parking. **TENANT** has requested the following parking passes ("Passes") for Lots 36 and 37 during the Initial Term of this Lease:

15 passes for spaces in Lot 36 for the Summer Session, June to August, 2019

35 passes, including 10 for spaces in Lot 36 and 25 for spaces in Lot 37 for the 2019-2020 academic year, from September 2019 to August 2020

The Passes will be obtained from TAMU Department of Transportation by VET MED and provided to **TENANT**, and **TENANT** will reimburse VET MED for the costs of the Passes within 10 days of receipt of invoice for those costs. **TENANT** must use best efforts to ensure users of the Passes will park in the parking lots designated for the Passes and follow all other rules and posted signs as set by TAMU Department of Transportation. **TENANT** must require users of the Passes to pay all fines levied by TAMU Department of Transportation.

If TAMU Department of Transportation sends notice of a parking violation by a user of the Passes, VET MED shall notify Catherine Pfent at 979-209-7519, who will notify the user. Repeated violations may result in a cancellation of the Passes by TAMU Department of Transportation and no refund of costs of the Passes will be provided.

TENANT and VET MED will coordinate for parking passes during the Renewal Term (as hereinafter defined); VET MED will use its best efforts to provide requested parking passes at similar locations, limited by availability and rules promulgated by TAMU Department of Transportation.

1.6 Utilities. **A&M SYSTEM** will be responsible for and pay for all fees, costs, and expenses (including monthly usage charges) associated with the provision of the following utilities:

- A. Electric;
- B. Gas, if applicable;
- C. Water;
- D. Sanitary Sewer;
- E. Solid Waste Disposal; and
- F. Air Conditioning and Heating Costs.

Usual and customary use/consumption of electricity and natural gas, if applicable, is included in the rent. **TENANT** will be responsible for charges related to excessive use and/or consumption of utilities. **A&M SYSTEM** will provide air conditioning and heating sufficient to maintain the Leased Premises at a temperature necessary for proper comfort of the occupants under normal office suite conditions.

1.7 Taxes. **TENANT** and **A&M SYSTEM** are both tax-exempt entities.

1.8 Janitorial Services. **A&M SYSTEM** will be responsible for routine janitorial services to the Leased Premises as currently provided to other similar space in the remainder of the Building, at **A&M SYSTEM**'s sole cost.

1.9 Telephone and Internet Service. The Leased Premises are currently equipped with telephone and internet lines for use by **TENANT**. **TENANT** will be responsible for the fees associated with activation and use of telephone and internet services. If **TENANT** requires additional telephone or internet lines in the Leased Premises, **TENANT** will be responsible for all fees associated with installation, activation and use of such telephone and internet services

1.10 Maintenance. **A&M SYSTEM** agrees to maintain, at its expense, the facility roof, foundation, exterior walls (including all windows and doors), and common areas in good repair and condition, during the continuance of this Lease. **A&M SYSTEM** will maintain and repair the Leased Premises, and repair any damage arising from the act or negligence of **TENANT**, its employees, agents or invitees, at **TENANT**'s expense. **TENANT** must give **A&M SYSTEM** written notice sent pursuant to Section 9.1 of any condition requiring, or for which it requests, repair. **A&M SYSTEM** will invoice **TENANT** for such maintenance and repairs. If **TENANT** fails to pay such invoice within 10 calendar days of receipt, **TENANT** will be deemed to be in default and **A&M SYSTEM** may terminate this Lease.

1.11 Extermination Services. **A&M SYSTEM** will provide extermination services to the Leased Premises at intervals determined by **A&M SYSTEM**, sufficient to eradicate pests. If the determined intervals are not sufficient to eradicate pests, **A&M SYSTEM** will provide additional extermination services upon **TENANT**'s request at **TENANT**'s sole cost.

1.12 Access. For emergency and security purposes, and for maintaining the Leased Premises, **A&M SYSTEM** reserves the right, at reasonable times, to enter and inspect the Leased Premises and to make any necessary repairs or adjustments

1.13 Signage. No sign, advertisement, or notices may be inscribed, painted, or affixed on any part of the inside or outside of the Building unless the location, color, size, and style are approved in advance by **A&M SYSTEM**. **A&M SYSTEM** has the sole discretion whether to approve or reject any sign, advertisement, or notice design and/or placement submitted by **TENANT**. No showcase or any other fixture or object whatsoever may be placed in front of the Building or in the corridor or parking area of the Building without prior written consent of **A&M SYSTEM**.

1.14 Alterations. **TENANT** accepts the Leased Premises in the condition existing as of the date of this Lease, and is not authorized to alter, change, or in any manner build-out the Leased Premises, without prior written authorization from **A&M SYSTEM**. **A&M SYSTEM** reserves the right to require and review architect and/or engineer drawings and plans prior to issuing a decision. **TENANT**

1.15 Security. **TENANT** will be supplied with a means of access to the Leased Premises (i.e. secure key and/or access card or number). **A&M SYSTEM** reserves the sole right to exclude and/or eject any person(s) from the Building, including any of **TENANT**'s

employees, agents, representatives, invitees, and/or customers. **TENANT** is solely responsible for the secure key and/or access card or number provided by **A&M SYSTEM** and other than **TENANT**'s employees, agents, representatives, invitees, and/or customers, **TENANT** will not allow access to the Leased Premises by third parties without prior consent of **A&M SYSTEM**. **A&M SYSTEM** will invoice **TENANT** for cost associated with keys and/or other access materials.

ARTICLE 2 TERM

2.1 Initial Term. The initial term of this Lease will be 12 months, commencing on June 1, 2019, and expiring on May 31, 2020 ("Initial Term"), unless terminated sooner pursuant to the terms of this Lease. **TENANT** may elect to renew for **TWO** additional 12 month terms ("Renewal Term") at the same terms and conditions of this Lease. Rent during the Renewal Term shall be increased yearly by 2.25 percent, based on the Rent amount defined below in Article 3.

2.2 Early Termination. **A&M SYSTEM** and **TENANT** may terminate this Lease, with or without cause, by sending the other party 180 calendar days prior written notice of intent to terminate.

ARTICLE 3 RENT AND SECURITY DEPOSIT

Initial Term Rent. During the initial term of this Lease, **TENANT** agrees to pay to **A&M SYSTEM**, no later than the fifth day of each month, rent ("Rent") in the amount of **THREE THOUSAND EIGHT HUNDRED ONE DOLLARS AND EIGHTY-THREE CENTS (\$3,801.83)** per month. Rent is payable in advance and rent for any partial month will be prorated.

The Rent payments should be made payable to Texas A&M University and addressed to:

Texas A&M University
Attn: Accounts Receivable
6000 TAMU
College Station, TX 77843-6000

ARTICLE 4 CONDEMNATION AND CASUALTY

4.1 Condemnation. If a condemnation proceeding results in a partial taking of the Leased Premises, but the Leased Premises are still viable for **TENANT**'s use, at **A&M SYSTEM**'s sole determination, the Rent will be equitably adjusted.

If a condemnation proceeding results in a total taking of the Leased Premises, to the extent that substantially all of the Leased Premises are not available for **TENANT**'s use, all prepaid Rent and fees will be refunded on a pro-rata basis and this Lease will be terminated. Alternatively, if **A&M SYSTEM** is able to provide other space suitable for **TENANT**'s use, **TENANT** may elect to rent such space under the same terms, conditions, and Rent as this Lease.

4.2 Casualty. If damage occurs to the Leased Premises, but not to an extent that the Leased Premises is not viable for **TENANT**'s use, at **A&M SYSTEM**'s sole determination, the Rent will be equitably adjusted. **A&M SYSTEM** will commence repair of such damage no later than 10 calendar days after **A&M SYSTEM** receives written notice of the damage, and **A&M SYSTEM** will use all due diligence in repairing the damage.

If damages result in destruction of the Leased Premises to such an extent that substantially all of the Leased Premises are not available for **TENANT**'s use, all prepaid Rent and fees will be refunded on a pro-rata basis and this Lease will be terminated. Alternatively, if **A&M SYSTEM** is able to provide space suitable for **TENANT**'s use, **TENANT** may elect to rent such space under the same terms, conditions, and Rent as this Lease.

A&M SYSTEM authorizes **TENANT** to engage in repairs of any damage to the Leased Premises only if such damage presents a threat to the health or safety of **TENANT**, its employees, clients, representatives, agents, customers, or other persons frequenting the Leased Premises. **A&M SYSTEM** must be notified as soon as possible of such repairs. **A&M SYSTEM** will reimburse **TENANT** for the reasonable costs of such repairs upon evidence of the costs incurred, and to the extent the damages are not caused by the willful misconduct or negligence of **TENANT**, its employees, agents or invitees.

ARTICLE 5

COVENANTS AND OBLIGATIONS OF TENANT

5.1 Personal Property.

- A. Ownership: All of **TENANT**'s personal property located in the Leased Premises will be under the sole control and ownership of **TENANT**, subject to **A&M SYSTEM**'s landlord lien rights available under law and equity.
- B. Removal and Cleaning: Upon termination of this Agreement for any reason, **TENANT** must remove all of its personal property located in and on the Premises on or before the termination date, and must leave the Premises clean and in a condition equal to or better than the condition which existed at the commencement of this Agreement, normal wear and tear excepted. **TENANT** must not remove any fixtures or improvements which it constructed on the Premises, except for the rights of removal as may be expressly granted in this Agreement, or as may be granted in writing by **A&M SYSTEM**. Any excessive cleaning charges incurred by **A&M SYSTEM** or expenses related to damages to the Premises and the Building caused by **TENANT**'s removal of equipment, furnishings, fixtures, apparatus and personal property must be

reimbursed by **TENANT** within 10 days of written notice from **A&M SYSTEM** to **TENANT**. If **TENANT** refuses or fails to remove all of its personal property, **A&M SYSTEM** at its sole option can elect the following:

1. **A&M SYSTEM** can retain some or all of the personal property, and **A&M SYSTEM** will have all rights, title, ownership and possession to and of the personal property, including the ability to sell, assign, grant, and/or use the personal property; or
 2. **A&M SYSTEM** can remove and dispose of some or all of the personal property and invoice **TENANT** for the cost of the removal and disposal.
- C. Lien: In the event of termination of this Lease, **A&M SYSTEM** expressly retains a statutory landlord's lien and a contractual lien against the personal property located in and on the Leased Premises; and retains the right to enter the Leased Premises to take possession of such personal property, without any recourse by **TENANT**, and without being liable for any damage to the personal property.
- D. Keys and Access Cards. Upon termination of this Agreement for any reason, **TENANT** will vacate the Leased Premises and return all keys and/or access cards to the Leased Premises and/or Building to **A&M SYSTEM** on termination of this Lease.

5.2 Liability. If the Leased Premises or the Building is damaged as the result of the willful misconduct or negligence of **TENANT**, its agents, employees, licensees, guests or invitees, **TENANT** will pay **A&M SYSTEM** the entire loss upon written demand.

5.3 Insurance. **TENANT** must obtain and maintain, for the duration of this Lease or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage must be written on an occurrence basis. All coverage must be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to **A&M SYSTEM**. By requiring such minimum insurance, the **A&M SYSTEM** must not be deemed or construed to have assessed the risk that may be applicable to **TENANT** under this Lease. **TENANT** will assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. **TENANT** is not relieved of any liability or other obligations assumed pursuant to this Lease by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to **A&M SYSTEM** at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures **TENANT** or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury.

D. **TENANT will deliver to **A&M SYSTEM**:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Lease and prior to occupancy of the Leased Premises by **TENANT** under this Lease. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal.

Certificates of Insurance and Additional Insured Endorsements as required by this Lease will be mailed, faxed, or emailed to the following **A&M SYSTEM** contact:

The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office

301 Tarrow, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6350
Fax: (979) 458-6359
Email: sreo@tamus.edu

The insurance coverage required by this Lease will be kept in force until the Term and any Renewal Terms have expired.

5.4 Indemnity. To the extent allowed by the Constitution and Laws of the State of Texas, **TENANT** agrees to indemnify, defend, and hold harmless **A&M SYSTEM** and Texas A&M College of Veterinary Medicine & Biomedical Sciences and their officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fees, fines, penalties, losses, damages, expenses or costs that is incurred or imposed based upon a violation of any laws, or for injury to person(s) or damage to property arising out of, or in any way connected to the Leased Premises and the Building caused by **TENANT**, its officers, employees, agents and invitees.

5.5 Liens. **TENANT** will not cause or allow the attachment of a construction, mechanic and/or materialman's lien, or any other type of lien to the Leased Premises or Building. If such a lien is filed against the Leased Premises or Building, upon 30 days of receipt of written notice of the lien, **TENANT** must obtain a recordable release, whether obtained through payment or legal proceedings. If **TENANT** fails or refuses to obtain a recordable release, **TENANT** will be deemed to be in default and **A&M SYSTEM** can terminate this Lease.

5.6 Compliance. **TENANT** agrees to obey all laws, rules and regulations applicable to the Leased Premises, and agrees not to:

1. Create a nuisance;
2. Interfere with any other use or **A&M SYSTEM's** management of the Building;
3. Permit any waste;
4. Use the Leased Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the Building; or
5. Change **A&M SYSTEM's** lock system.

ARTICLE 6 DEFAULT BY TENANT

6.1 Default. If **TENANT** (a) fails to pay Rent by the fifth day of each month, (b) abandons or vacates a substantial portion of the Leased Premises, or (c) fails to comply within 10 days after written notice from **A&M SYSTEM** with any provision of this Lease other than the defaults set forth above, **TENANT** will be in default of this Lease.

6.2 Remedies. In the event of **TENANT**'s default, **A&M SYSTEM** may, in addition to any other remedy allowed by law, (a) enter and take possession of the Leased Premises, after which **A&M SYSTEM** may relet the Leased Premises on behalf of **TENANT** and receive the Rent directly by reason of the reletting, and **TENANT** agrees to reimburse **A&M SYSTEM** for any expenditures made in order to relet; (b) enter the Leased Premises and perform **TENANT**'s obligations and **TENANT** agrees to reimburse **A&M SYSTEM** for any expenditures made in performing **TENANT**'s obligations; or (c) terminate this Lease by written notice and sue for damages. In the event **TENANT** fails to pay the Rent when due, **A&M SYSTEM** may without notice, lock the **TENANT** out of the Leased Premises until the full delinquent amount has been received by **A&M SYSTEM**, without being liable for damages.

ARTICLE 7 DEFAULT BY A&M SYSTEM

TENANT may terminate this Lease upon or after the occurrence of any one of the following events:

- A. Breach or failure by **A&M SYSTEM** to perform, keep and observe any of the terms or conditions required of **A&M SYSTEM** by this Lease, if such breach or failure is not cured within 30 calendar days after the receipt by **A&M SYSTEM** of written notice thereof.
- B. Inability of **TENANT** to use the Leased Premises and/or the Building for more than 60 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority.

ARTICLE 8 ASSIGNMENT OR SUBLEASE

TENANT will not assign this Lease nor sublet all or any portion of the Leased Premises without the prior written consent of **A&M SYSTEM**. Any attempt to assign this Lease or sublet the Leased Premises by **TENANT** will be a default hereunder.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice required or permitted under this Lease must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other

commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **TENANT** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TENANT: Blinn College
Attn: Chancellor
902 College Avenue
Brenham, Texas 77833

With copy to: Blinn College
Attn: General Counsel
902 College Avenue
Brenham, Texas 77833

With copy to: Blinn College
Attn: Vice President,
Operations and Administration
902 College Avenue
Brenham, Texas 77833

A&M SYSTEM: Sheila Carter
Assistant Director
Texas A&M University
College of Veterinary Medicine & Biomedical Sciences
Texas Veterinary Medical Center
4457 TAMU
College Station, TX 77843-4457
T: (979) 845-9106
E: bconnell@cvm.tamu.edu

with copy to: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Tel: 979-458-6350
Email: sreo@tamus.edu

9.2 Governing Law and Mandatory Venue. This Lease is construed under and in accordance with the laws of the State of Texas. By statute, mandatory venue for all legal proceedings against **A&M SYSTEM** is to be in the county in which the primary office of the chief executive officer is located. At execution of this Lease, such county is Brazos County, Texas.

9.3 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **A&M SYSTEM** and **TENANT** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successor or assigns.

9.4 Time of the Essence. Time is of the essence in respect to the performance of each provision of this Lease.

9.5 Waiver. The failure of **TENANT** or **A&M SYSTEM** to insist in any one or more instances on a strict performance of any of the covenants of this Lease will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

9.6 Status as State Agency. **TENANT** and **A&M SYSTEM** expressly acknowledge that each party is a governmental entity and nothing in this Lease will be construed as a waiver or relinquishment by **A&M SYSTEM** or **TENANT** of its right to claim such exemptions, privileges, and immunities as may be provided by law.

9.7 Cumulative Rights. All rights, options and remedies contained in this Lease and held by **A&M SYSTEM** and **TENANT** are cumulative and the exercising of one will not exclude exercising another. **A&M SYSTEM** and **TENANT** each have the right to pursue any remedy or relief which may be provided by law, in equity or by the stipulations of the Lease.

9.8 Counterparts. This Lease may be executed in multiple counterparts, each of which is declared an original.

9.9 Severability. If any term, provision, covenant, condition, or clause of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable under present or future laws effective during the term of the Agreement, it is the intention of **A&M SYSTEM** and **TENANT** that the remaining clauses or provisions of the Agreement will not be affected, impaired or invalidated and will remain in full force and effect.

9.10 Special Provisions.

A. Portable X-Ray Equipment. **TENANT** may utilize portable x-ray equipment in the Leased Space for instructional use. **TENANT** must insure the equipment is registered to **TENANT**, **TENANT**'s staff will be operating the equipment, and the equipment is properly licensed for the intended use. **TENANT** will coordinate a review of the equipment before use with **A&M SYSTEM**'s Environmental Health and Safety Department ("EHS") and agrees to follow the recommendations made by EHS after review.

B. Laundry Services. VET MED will provide laundry services to **TENANT** (e.g. scrubs, lab coats, etc.) at the same internal pricing billed by VET MED. If **TENANT** is able to secure more favorable pricing with another laundry service, there is no obligation for them to utilize VET MED laundry services.

C. Bio-Hazard Disposal. VET MED will provide bio-hazard disposal for Blinn. **TENANT** may purchase sharps container through the VET MED if needed. **TENANT** will be charged for sharps containers and bio-hazard disposal at the same internal pricing billed by VET MED. If **TENANT** is able to secure more favorable pricing with another bio-hazard disposal service, there is no obligation for them to utilize VET MED services.

D. Bio-Waste Disposal. For the disposal of tissue, cadavers, biological materials, etc. **TENANT** may seek to negotiate a contract with the TAMU CVM Department of Veterinary Pathobiology ("CVM"). If **TENANT** is able to secure more favorable pricing with another bio-waste disposal service, there is no obligation for them to utilize CVM services.

E. Large Animal (Herd Animal) Use. CVM will provide access to the large animal *teaching* herd per the terms of the existing relationship between Blinn and the large animal teaching herd operation. This access may be coordinated with Erin Lester at (elester@cvm.tamu.edu).

F. Unless otherwise stated in this Lease, all costs owed to VET MED must be paid by **TENANT** within 30 days of receipt of an invoice.

G. **A&M SYSTEM** will provide a fiber network pathway ("Pathway") to **TENANT**'s equipment located in the Wehner data center ("Demarcation Point"). **TENANT** will provide and install its own network equipment in the intermediate distribution frame ("IDF") spaces provided in the VMA building and other campus IDFs as needed to extend the Blinn network to the Demarcation Point. There will be no additional charge for the Pathway or power or rack space for this equipment.

A&M SYSTEM, TENANT, and VET MED's IT will cooperate to provide technical support in troubleshooting technical and performance issues.

TENANT will provide installation information for any permanently installed AV equipment for pre-approval by **A&M SYSTEM**.

H. **TENANT** will coordinate with **A&M SYSTEM** and **A&M SYSTEM's** approved vendor for pre-approved contemplated renovation of the Leased Premises, to include the addition of scrub sinks and other minor changes. All renovations will be at **TENANT's** sole cost. If the installed sinks are removed by **TENANT** at the end of the term, **TENANT** will return the Leased Premises to similar or better condition at its sole cost.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXECUTED this ____ day of _____, 2019, by **A&M SYSTEM**.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of Texas A&M College of Veterinary Medicine & Biomedical Sciences

By: _____
NAME: _____
Title: _____
Member: _____

RECOMMENDED APPROVAL:

Name: _____
Title: _____

APPROVED AS TO FORM:

ASHLEA HEWLETT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

EXECUTED this _____ day of _____, 2019, by **TENANT**.

BLINN COLLEGE DISTRICT

By: _____

APPROVED AS TO FORM:

TED J. HAJOVSKY
General Counsel

DRAFT

Exhibit "A"

FLOOR PLAN

DRAFT