



JASON E. MUMPOWER
Comptroller

TENNESSEE STATE SCHOOL BOND AUTHORITY

September 7, 2021

AGENDA

1. Call meeting to order
2. Approval of the Minutes from the TSSBA Meeting held on July 22, 2021
3. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by Tennessee State University – Best Western
4. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by Tennessee State University – HOG Apartments
5. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by University of Tennessee - Hilton
6. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by the University of Tennessee – Towne Place Suites
7. Adjourn

TENNESSEE STATE SCHOOL BOND AUTHORITY
July 22, 2021

The Tennessee State School Bond Authority (“TSSBA”, or the “Authority”) met on Thursday, July 22, 2021, at 1:02 p.m. in House Hearing Room 1, Cordell Hull Building, Nashville, Tennessee. The Honorable Jason Mumpower, Comptroller of the Treasury, was present and presided over the meeting.

The following members were present:

The Honorable David Lillard, State Treasurer
Commissioner Butch Eley, Department of Finance and Administration
The Honorable Tre Hargett, Secretary of State
Dr. Flora Tydings, Chancellor, Tennessee Board of Regents
Mark Paganelli, proxy for Randy Boyd, President, University of Tennessee

The following member was absent:

The Honorable Bill Lee, Governor

Recognizing a physical quorum, Mr. Mumpower called the meeting to order and stated that the first item on the agenda was the approval of the minutes of the meeting held on June 15, 2021. Mr. Mumpower asked if there were any questions, or discussion on the minutes. Hearing none, Mr. Lillard moved approval of the minutes, and Ms. Tydings seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that the next item to come before the Authority was the consideration of approval of a project by Middle Tennessee State University (“MTSU”). Mr. Mumpower recognized Mr. Bill Waits, Assistant Vice President of Campus Planning and Architect at Middle Tennessee State University, to present the request.

Mr. Waits stated that the request was to borrow \$2,500,000 from the Authority for the Applied Engineering Building for a term of five years. Mr. Waits explained that approval of the request will assist MTSU in meeting the required institutional match funding. Mr. Waits stated that the loan would be repaid with facility fee revenues. Mr. Waits explained that the building will serve the engineering technology program at MTSU. Mr. Waits explained that the Voorhies Engineering Technology Building will be demolished as part of this project.

Mr. Mumpower asked if there were any questions or discussion. Hearing none, Mr. Hargett made a motion to approve the request, and Mr. Lillard seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that the next item to come before the Authority was the consideration and request for approval of a Resolution to Approve the Borrowing of Money by Another Method by the Tennessee Board of Regents (“TBR”) for Northeast State Community College (“NESCC”). Mr. Mumpower recognized Mr. Dick Tracy, Executive Director of Facilities Development at TBR, to present the request.

Mr. Tracy stated that this request was for approval to enter into the lease of an airport hangar for NESCC. Mr. Tracy explained that the rate was \$3.43 per square foot and the term of the lease was 20 years. Mr. Tracy explained that the funding from the lease would repay debt the airport authority had issued to make improvements to the building.

Mr. Mumpower asked if there were any questions or discussion. Hearing none, Mr. Hargett made a motion to approve the request, and Mr. Lillard seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that the next item to come before the Authority was the consideration of approval of a project by Middle Tennessee State University (“MTSU”). Mr. Mumpower recognized Mr. Dick Tracy, to present the request.

Mr. Tracy stated that MTSU was requesting \$2,500,000 for a term of five years for the Tennis Facilities Improvement project. Mr. Tracy stated that the total estimated project cost was \$4,800,000. Mr. Tracy explained that the scope of the work included demolition and construction of new tennis courts, seating, and support facilities. Mr. Tracy stated that the funds would be repaid with facilities fees and gifts.

Mr. Mumpower asked if there were any questions or discussion. Hearing none, Mr. Lillard made a motion to approve the request, and Mr. Hargett seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that the next item to come before the Authority was the consideration and request for approval of a Resolution to Approve the Borrowing of Money by Another Method for the University of Tennessee at Martin (“UTM”). Mr. Mumpower recognized Mr. Austin Oakes, Executive Director of Capital Projects at the University of Tennessee, to present the request.

Mr. Oakes stated that the request was for approval for UTM to enter into the lease of equipment with Caldwell and Gregory for the maintenance, replacement, and provision of laundry equipment in the UTM residence halls. Mr. Oakes explained that the contract was for 80 machines with a total annual cost of \$40,032. Mr. Oakes stated that the agreement had a five-year term, with a 3% increase in the third year, and included a provision that UTM may terminate the agreement at their sole discretion.

Mr. Mumpower asked if there were any questions or discussion. Hearing none, Mr. Hargett made a motion to approve the request, and Mr. Lillard seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that the final item on the agenda was a public hearing on and approval of the TSSBA’s Debt Policy. Mr. Mumpower recognized Ms. Sandi Thompson, Director of the division of State Government Finance (“SGF”) to present the item. Ms. Thompson stated that the Authority has a debt management policy in place that is to be reviewed by the Authority no less frequently than annually. Ms. Thompson explained that the director of SGF shall present any recommendations of amendments to the Authority. Ms. Thompson explained that the following revisions were being presented to the Authority by staff for consideration and approval.

Ms. Thompson stated that there were several minor revisions made to correct grammar, division and department names, and to provide clarity and define certain terms. Ms. Thompson explained that the most pertinent revision to the policy was to the refunding outstanding debt section. Ms. Thompson stated that this section of the policy was revised to reflect how the Authority currently, and will in the future, analyze and consider refunding candidates for certain outstanding maturities. Ms. Thompson explained that for advance refundings, the requirement that the refunding would result in present value savings of at least 4% per series of refunded bonds remained the same. Ms. Thompson explained that for current refundings, the present value savings requirement was revised to at least present value savings of 2%, instead of 4%, per series of refunded bonds. Ms. Thompson explained that the current refunding must meet this criteria, and if not, the current refunding must meet the criteria that the present value of savings must be equal to or greater than twice the amount of the cost of issuance allocable to the refunding series.

Ms. Thompson stated that a provision had been added to allow the Comptroller, in consultation with the financial advisor, to waive the foregoing considerations given that the sale of the refunding bonds would still accomplish cost savings to the public. Ms. Thompson stated that the waiver would then be reported in writing to the Authority at its next meeting. Ms. Thompson stated that the section on option value

calculation had been replaced with a section on escrow efficiency. Ms. Thompson stated that escrow efficiency was a better measure used to consider whether to refund, and to evaluate the savings and the cost of conducting an advance refunding. Ms. Thompson stated that a couple of terms were moved out of the underwriter section, and a few terms were added to the professional services section. Ms. Thompson explained that these terms included verification agent and escrow bidding agent.

Mr. Mumpower asked if there were any questions or discussion. Hearing none, Mr. Lillard made a motion to approve the revisions to the policy, and Mr. Eley seconded the motion.

The motion was approved unanimously.

Mr. Mumpower stated that concluded the agenda for the meeting and the only remaining item was a motion to adjourn. Mr. Hargett made a motion to adjourn, and Mr. Eley seconded the motion.

The motion was approved unanimously.

The meeting was adjourned.

Approved on this ____ day of _____, 2021.

Respectfully submitted,

Sandra Thompson
Assistant Secretary

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and increasingly high housing costs in the Nashville; and

Whereas, in order to satisfy this demand while also ensuring that appropriate social distancing, quarantining and other COVID-19 related protocols are met, TSU expanded its student housing through a lease agreement (the “Lease”) effective as of August 12, 2021 with Sai Hotel, LLC d/b/a Best Western Plus/Residency Executive (the “Hotel”) with the Hotel being located at 2401 Brick Church Pike, Nashville, TN 37207; and

Whereas, pursuant to the Lease, TSU has full access to the Hotel, including 159 rooms (the “Rooms”) that provide a total of 259 beds (100 double bedrooms, and 59 single bedrooms) and, in addition, all common spaces including the parking lot, exercise room, swimming pool, laundry facility, business center, and meeting rooms; and

Whereas, the Hotel also provides room cleaning services three days per week as well as breakfast seven days per week; and

Whereas, TSU provides shuttle service to/from campus for the convenience of its students, TSU police and security monitor the Hotel and provide any necessary security and TSU also provides residence services for its students; and

Whereas, The Lease benefits both TSU and its students through:

- Increased enrollment and retention by having available housing for TSU students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Managing and minimizing COVID-19 housing related issues; and

Whereas TSU does not anticipate further need of the Hotel after November 28, 2021, due graduating students and other typical reductions in housing requests; and

Whereas, the Lease term runs from August 13, 2021, through November 28, 2021, the rate per room is one hundred and fifteen dollars and no cents (\$115.00) per night including breakfast (the "Rate") and there are no additional fees for access to common areas or Hotel services; and

Whereas, the total contracted rate under the Lease for the Rooms is one million nine hundred thirty-eight thousand two hundred and ten dollars and no cents (\$1,938,210.00); and

Whereas TSU may terminate the Lease with 30 days' notice to the Hotel or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through HEERF (Cares Act) funds.

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Authority gives its retroactive approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be retroactively effective as of August 12, 2021.

Adopted by the Authority at its meeting on September 7, 2021.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

EXECUTIVE SUMMARY

Background

TSU has experienced an unprecedented demand for student housing due to increased enrollment and increasingly high housing costs in the Nashville area. In order to satisfy this demand while also ensuring that appropriate social distancing, quarantining and other COVID-19 related protocols are met, Tennessee State University is asking for approval to expand its student housing through a lease agreement with Best Western Hotel.

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with the Best Western Plus / Residency Executive Hotel, located at 2401 Brick Church Pike, TN 37207, to house TSU students for the Fall semester. Under the lease agreement, TSU will have access to all guest rooms and common spaces in the hotel including the parking lot, exercise room, swimming pool, laundry facility, business center, and meeting rooms.

TSU will have full access to the Best Western hotel, which will make available for TSU's use 159 rooms that will provide a total of 259 beds (100 double bed rooms, and 59 single bed rooms). Best Western will provide room cleaning services three days per week and will also provide breakfast seven days per week.

TSU will provide shuttle service to/from campus for the convenience of our students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide residence services for our students.

This lease agreement will benefit both TSU and its students through:

- Increased enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for our students (in the current Nashville housing market).
- Managing and minimizing COVID-19 housing related issues.

TSU does not anticipate further need of the Best Western hotel property after November 28, 2021, due graduating students and other typical reductions in housing requests.

Terms

The term of the lease runs from August 13, 2021, through November 28, 2021. The rate is \$115.00 per room which includes breakfast. There are no additional fees for access to common areas or hotel services. For the lease of all 159 rooms through the term, the total contracted rate is \$1,938,210.00.

TSU may terminate the Best Western lease agreement with 30 days' notice to Best Western or immediately in the event TSU discontinues all residential student operations due to COVID-19.

Advertising is not required as the term of the lease is less than one year and an unforeseen situation has arisen making it impractical to advertise.

Funding

Funding for the lease payments will be funded through TSU HEERF (Cares Act) funds.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made as of August 12th, 2021 (“Effective Date”), by and between Sai Hotel, LLC d/b/a Best Western Plus/Residency Executive located at 2401 Brick Church Pike, Nashville, TN 37207 (“Best Western”) and Tennessee State University, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, TN 37209 (“TSU”).

WHEREAS, Best Western is a temporary residential housing provider; and

WHEREAS, TSU requires temporary housing for students (referred to hereinafter as “Residents” or “Resident”) and desires to lease from Best Western the facilities located at 2401 Brick Church Pike, Nashville, TN 37207 including all housing units (“Units” or “Unit”) located at Best Western (the “Premises”).

THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Lease Term.** TSU agrees to lease the Premises and Units described in Schedule A for the term (the “Lease Term”) set forth in Schedule A. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until the Lease Term has expired or been terminated.

2. **Rental Fee and Other Charges.** TSU shall pay Best Western the rental amount, (“Rental Fee”). Invoices shall be submitted by Best Western to TSU on a thirty (30) day interval. TSU agrees to remit payment to Best Western no later than Forty-Five (45) calendar days after receipt of invoices, and to pay any applicable interest on such amount at the maximum rate permitted under the Tennessee Prompt Payment Act. (TCA §12-4-701 et. seq.). T.C.A. 12-4-703, requires TSU to make payments for products or services when purchased and, therefore, prohibits advance deposits or payments. TSU does not have authority to consent to provisions requiring the payment of interest, or finance charges in excess of the requirement of the Tennessee Prompt Payment Act.

3. **Exclusive Access.** TSU and the Residents shall have exclusive access to the Premises and the Units throughout the Lease Term. Best Western shall not lease, license, or otherwise provide access to any portion of the Premises to any third party at any time during the Lease Term. Best Western shall provide TSU with access to individual Units immediately upon request.

4. **Units.** Each Unit is furnished and includes bed sheets, bed comforters, pillows, toilet paper, microwave, refrigerator, high-speed internet sufficient to support all Residents’ academic activities, television with cable, triweekly housekeeping, air conditioning, and all utilities including electricity and water. TSU and Residents shall not sublet any of the Units without the prior written consent of Best Western. It shall be conclusively presumed that the

Units were in good condition and repair, and clean at the time Residents first occupy the Units, unless TSU or Resident notifies Best Western to the contrary within two (2) days of occupancy of a Unit. TSU and Resident shall not make any alterations, installations, repairs, or redecorations of any kind to the Units without prior written consent of Best Western.

5. **Premises.** The Premises include all parking on the Premises (excluding parking necessary for Best Western employees on duty), lobby, common spaces, laundry facilities with 6 washer and 6 dryers, business center, meeting rooms, fitness center, swimming pool (when open seasonally), breakfast area, and common space restrooms located on the Premises. TSU and the Residents shall have exclusive access to the Premises throughout the Lease Term. TSU employees shall have access to the Premises as necessary to effectuate, carry out, and perform their duties related to student residential services. TSU shall be permitted to place temporary signage on the Premises so long as such signage causes no damage to the Premises.

6. **Breakfast.** Best Western shall provide breakfast from 6:30 a.m. to 9 a.m. each day during the Term. For five (5) days each week (Tuesday, Thursday, Friday, Saturday, and Sunday), the breakfast shall be comparable to the breakfast typically served to Best Western's guests including self serve hot and cold items. For the other two (2) days each week (Monday and Wednesday), the breakfast shall not include hot items.

7. **Premises Staffing.** Best Western shall provide staff on-site at the Premises necessary to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement throughout the Lease Term. Such staffing shall include, but not be limited to front desk attendant(s) at all times, and management, security, housekeeping, and maintenance staff as necessary.

8. **Safety and Security.** Best Western does not represent or warrant that the Units or the Premises is secure from theft or any other criminal activity. Best Western shall provide night time patrolling security. TSU is permitted to provide security personnel (TSU police and/or contract security) and equipment on the Premises and shall have access to any security video recorded by Best Western during the Term. TSU and Residents shall not remove batteries or tamper with any fire protection device located in the apartment and will promptly report any deficiencies to Best Western. TSU shall instruct Residents of the foregoing requirements and prohibitions.

9. **Access to Unit.** Best Western, and/or its agents, shall have authorization to enter the Units for the purpose of providing housekeeping, maintenance service, or for such other business purposes.

10. **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. Any and all monetary claims against the State of Tennessee, including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement 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.

11. **Insurance.** Best Western agrees to maintain throughout the Term a policy of commercial general liability insurance against claims for bodily injury, death and property damage in an amount appropriate for its business activities. Best Western shall provide TSU with a certificate evidencing such coverage upon request.

12. **Termination.**

a. TSU shall have the right to terminate the Agreement in the event the Tennessee State Building Commission does not approve the continuation of the Agreement.

b. TSU shall have the right to terminate the Agreement in the event TSU discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.

c. TSU may terminate this Agreement with thirty (30) days written notice.

d. In the event of termination, Best Western shall be entitled to receive payment for Rental Fees incurred up to the date of termination, but in no event shall TSU be liable to Best Western for rental fees beyond the date of termination. Upon such termination, Best Western shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

e. Either party may terminate the Agreement if the other party defaults on the performance of its obligations under this Agreement and fails to cure the default within ten (10) days of notice from the terminating party. Default by Best Western shall include, but not be limited, to the destruction of the licensed premises, infestation by vermin, mechanical failures, or chemical contamination.

f. Either party may terminate the Agreement if a party is insolvent and/or files a voluntary petition in bankruptcy or consents to or acquiesces in the filing of an involuntary petition in bankruptcy.

13. **Force Majeure.** The parties' obligations under this Contract shall be voided in the event of an occurrence beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or current or future pandemics, declaration of a federal, state or local state of emergency, or any other similar occurrence or cause. In such an event (known as a "Force Majeure event"), any and all refunds shall be returned for services not already rendered.

14. **Rules and Procedures.** TSU shall comply with and shall instruct the Residents to comply with all rules and procedures of the Premises. If any Resident should violate any of such rules and procedures or any applicable law, regulation, ordinance, statute with respect to any of the Units, Best Western shall cooperate in TSU's student discipline procedures. In the event any Resident threatens physical harm to Best Western employees or other residents, Best

Western shall have the right to deny the Resident access to the Premises to the extent permitted under applicable law.

15. **Unauthorized Animals.** Except as required by law, no animals are permitted at the Premises or in a Unit without the prior written consent of Best Western or as required by law.

16. **Capacity, Authorization, and Effect of Agreement.** Each party hereby represents to the other party that:

a. Such party has all requisite power and authority to execute this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby have been duly authorized and approved by such party, and this Agreement is a valid and binding agreement of such party and is enforceable in accordance with its terms;

b. The execution and delivery of this Agreement by such party, and the consummation by such party of the transactions contemplated herein, will not breach or violate the organizational documents or any material contract, agreement, instrument, judgment, law, or license that is applicable to such party or to which is bound; and

c. Subject to the requirements of T.C.A. §12-2-115, no consent, approval, or authorization of, or notice to, any governmental or regulatory authority or agency is required to be obtained by such party in connection with its execution, delivery, and performance of this Agreement.

17. **Entire Agreement.** This Agreement (including any schedules and/or exhibits attached hereto and incorporated by reference herein) contains the entire understanding of the parties and supersedes all prior agreements, understandings, and negotiations between the parties with respect to its subject matter.

18. **Maximum Liability.** In no event shall the maximum payment obligation of TSU for services under this Contract exceed one million, nine hundred thirty-eight thousand, two hundred ten dollars and zero cents (\$1,938,210.00).

19. **Non-Discrimination.** The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

20. **Conflict Resolution.** Except with respect to controversies or claims regarding either party's property rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representative for discussion and resolution. Either party may initiate such informal dispute

resolution by sending written notice of the dispute to the other party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either party may seek remedies available to such party under law. The provisions of this section are subject to the requirements of T.C.A. §8-6-301 and T.C.A. §20-13-103.

21. **Conflict of Interest.** Best Western assures that no payment shall be made directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to TSU in connection with any work contemplated or performed relative to this Agreement.

22. **Illegal Immigrants.** T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract or Addendum, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

23. **Authority.** Tennessee State University is a public institution of higher learning. As an entity of the State of Tennessee it possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Tennessee. Notwithstanding any other provision to the contrary, nothing in this Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of any of the rights, remedies, claims and privileges of the State of Tennessee. TSU does not waive for itself or its officers, employees, agents, or for members of the Board of Trustees, any defenses or immunities available to it or any of them. Moreover, notwithstanding the generality or specificity of any provisions herein, the provisions of his Agreement as they pertain to Tennessee State University are enforceable only to the extent and authority authorized by the Constitution and laws of the State of Tennessee.

24. **Audit.** Best Western shall maintain records pertaining to this Agreement for a period of five (5) years from the date of the final payment. The records are subject to audit by the State of Tennessee.

25. **Amendments; Waivers.** This Agreement may not be amended, modified, or discharged, nor may any of its terms be waived, except by a written instrument duly executed by the parties.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

27. **Independent Contractor.** Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between the parties for any purpose. Neither

party has any authority to obligate the other to third parties. All debts and liabilities incurred by each party shall be and remain the debts and liabilities of such party, subject to such reimbursement as may be provided for herein.

28. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared primarily by counsel for one of the parties.

29. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, such provision shall be fully severable and shall not affect the remaining provisions of this Agreement. Such provision shall be deemed to have been amended to the extent necessary to become legal, valid and enforceable, while maintaining as nearly as possible the purpose and intent of the provision. If such amendment is not possible, such provision shall be deemed to have been struck in its entirety. In either case, the remaining provisions of this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had either (as applicable) always been included in its modified form, or had never been contained herein.

30. **Headings.** The Paragraph headings of this Agreement are for convenience only shall not affect the interpretation of this Agreement.

31. **Further Assurances.** Each party agrees to execute and deliver such additional documents and instruments and to perform all such acts as may be reasonably necessary or appropriate or which the other party may reasonably request to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

32. **Notices.** Any and all notices required or may be given under this Agreement shall be in writing, may be served by nationally recognized overnight courier service or facsimile, whose transmission has been confirmed, to the address indicated above, and shall be effective upon receipt or refusal of delivery. Such notice shall be deemed received one day after it is sent, if sent by courier service, or on the day sent, if by confirmed facsimile. Either party may change its notice address in the manner provided for giving written notices hereunder.

If to TSU:

Frank Stevenson
Associate Vice President of Student Affairs
Tennessee State University
3500 John A. Merritt Blvd.
Nashville, TN 37209
(615) 963-2154
fsteven1@tnstate.edu

Laurence Pendleton
General Counsel
Tennessee State University
3500 John A. Merritt Blvd.
Nashville, TN 37209
(615) 963-7925
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If to Best Western:

Samir Zaveri
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2401 Brick Church Pike
Nashville, TN 37207
(615) 479-1600
samirrx@yahoo.com

Ron Pye
Best Western Plus
2401 Brick Church Pike
Nashville, TN 37207
(615) 568-5329
pyefrontdesk@aol.com

33. **Binding Nature; Assignment.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, either party may assign this Agreement to an affiliate or successor entity upon at least thirty (30) days prior written notice to the other party. No such assignment shall relieve the assigning party of its obligations hereunder.

34. **Counterparts.** This Agreement may be signed by the parties in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and may be sent by electronic transmission (facsimile). When signed by representatives of both parties, this Agreement shall constitute a binding agreement between TSU and Best Western.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

**BEST WESTERN PLUS EXECUTIVE
RESIDENCY NASHVILLE**

TENNESSEE STATE UNIVERSITY

By: [Signature]
Name: Samir Zaveri
Title: Member / GM
Date: 8/10/21

By: [Signature]
Name: Glenda Glover
Title: President/President's Designee
Date: 08/11/2021

STATE OF TENNESSEE:

Approved as to form and legality:

[Signature]
Herbert H. Slatery III, Attorney General and Reporter

SCHEDULE A

Units; Term; Rental Fees

Start Date	August 13, 2021
Termination Date	November 28, 2021
Duration	106 days
Total Residents	259
Qty Doubles	100
Qty Singles	59
Total Qty of Units	159
Daily Rate per Unit	\$115.00
Total Rate Through Term	\$1,938,210.00

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and increasingly high housing costs in the Nashville; and

Whereas, in order to satisfy this demand while also ensuring that appropriate social distancing, quarantining and other COVID-19 related protocols are met, TSU is seeking to expand its student housing through a use agreement (the “Agreement”) with House of God, Inc. (“House of God”); and

Whereas, the Agreement is for the use of guest rooms located at 2005, 2007, 2009, and 2312 Heiman Street, Nashville, TN 37208 (collectively, the “Rooms”) to house TSU students, who will have access to the Rooms’ public spaces and amenities including parking and laundry facilities; and

Whereas, TSU will provide shuttle service to/from campus for students’ convenience and police and security will monitor the Rooms and provide any necessary security and TSU will also provide residential services for the students housed in the Rooms; and

Whereas, TSU is currently housing students in the Rooms under a use agreement that terminates on September 12, 2021; and

Whereas, the use agreement currently in effect does not exceed the one hundred- and fifty-thousand-dollar (\$150,000) threshold for Tennessee State School Bond Authority (the “Authority”) approval for borrowing by another method; and

Whereas, TSU believes it will need to house students in the Rooms throughout the entire fall 2021 and spring 2022 semesters and, thus, TSU seeks to enter into the Agreement which will run from September 12, 2021 through May 15, 2022; and

Whereas, the Rooms comprise a total of 163 available beds at a rate of twenty-seven and no dollars (\$27.00) per student per night with fees being calculated based on actual occupancy and there being no additional fees for access to common areas or property services; and

Whereas, if all beds are occupied throughout the term of the Agreement, the total fees charged to TSU would be six hundred and fifty-five thousand seven hundred forty-nine dollars and no cents (\$655,749.00); and

Whereas TSU may terminate the Agreement with three (3) days' written notice to House of God; and

Whereas, funding for fees incurred under the Agreement will come from Plant Funds (Auxiliary-Housing).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Authority gives its approval for TSU to enter into the Agreement.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of September 7, 2021.

Adopted by the Authority at its meeting on September 7, 2021.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

EXECUTIVE SUMMARY

Background

TSU has experienced an unprecedented demand for student housing as a result of increased first-time freshman enrollment and increasingly high housing costs in the Nashville area. In order to satisfy this demand while also ensuring that appropriate social distancing, quarantining and other COVID-19 related protocols are met, Tennessee State University is asking for approval to expand its student housing through a use agreement with House of God, Inc.

Tennessee State University requests approval of waiver of advertisement and approval of a short-term use agreement with House of God, Inc. for guest rooms located at 2005, 2007, 2009, and 2312 Heiman Street, Nashville, TN 37208 to house TSU students. Under this use agreement, TSU students housed at House of God will have access to House of God public spaces and amenities including parking and laundry facilities. TSU will provide shuttle service to/from campus for students' convenience and police and security will monitor the property and provide any necessary security. TSU will also provide residential services for the students housed at House of God.

TSU is currently housing students at House of God under a use agreement that terminates on September 12, 2021. This use agreement does not exceed the \$150,000 threshold for SBC approval. Due to unprecedented demand for student housing as a result of increased first-time freshman enrollment and increasingly high housing costs in the Nashville area, TSU believes it will need to house students at House of God throughout the entire fall 2021 semester and potentially the entire spring 2022 semester. Thus, TSU seeks to enter into an additional use agreement with House of God, Inc. which will run from September 12, 2021 through May 15, 2022. This use of House of God will likely result in fees above the \$150,000 threshold thereby requiring SBC approval.

Terms

House of God has made 163 beds available to TSU at a rate of \$27.00 per student per night. Fees are calculated based on actual occupancy and there are no additional fees for access to common areas or property services. If the increased occupancy extends through the spring 2022 semester, the estimated total fees charged to TSU under this use agreement would be approximately \$655,749.00.

TSU may terminate the use agreement with 3 days' written notice to House of God.

Advertising is not required as the term of the lease is less than one year and an unforeseen situation has arisen making it impractical to advertise.

Funding

Funding for fees incurred under the use agreement will be funded through Plant Funds (Auxiliary-Housing).

Use Agreement By And Between Tennessee State University and House of God Church, INC.

This Use (“Agreement”) is made this ___ day of August, 2021, by and between Tennessee State University, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the “Institution” or “TSU,” and House of God Church Inc., Keith Dominion, located at 2714 Scovel Street, Nashville, TN 37208, hereinafter referred to as the “Property Owner”.

Whereas, Institution and Property Owner wish to enter into a short term agreement governing the use of a guest housing facility located on Property Owner’s property for the sole purpose of providing temporary overflow housing for TSU students during a specified time period in the Fall 2021 and Spring 2022 academic sessions at TSU, pursuant to the terms set forth below.

Whereas, the parties wish to simplify the collection and payment of service fees assessed to students in connection with residing at the Property Owner’s property, pursuant to the terms set forth below.

I. Property Owner’s Rights, Duties and Responsibilities

- A. Property Owner shall make available all guest rooms located at 2005, 2007, 2009 and 2312 Heiman Street, Nashville, TN 37208 (Keith, Lewis, Tate and Jenkins Residence Facilities), under the terms provided in this Agreement, for temporary use by TSU students from September 13, 2021 to November 28, 2021 and from January 10, 2022 to May 15, 2022.
- B. The Property Owner’s guest rooms shall be furnished with one, two, or three beds, with all guest rooms having direct access to a bathroom. The property owner will make one hundred sixty three (163) beds for student use under this Agreement at the service rate referenced herein.
- C. Property Owner shall charge a service rate of \$27.00 per day per student for the use and occupancy of Keith, Lewis, Tate and Jenkins Residence Facilities. The above-referenced service rate shall be applicable to each guest room that is occupied by a student after 12:00p.m. each day, in accordance with the notice provisions set forth below.
- D. Property Owner acknowledges and warrants that the buildings and guest rooms to be made available meet all applicable building codes, regulations and laws governing such structures. Notwithstanding the above, the parties acknowledge that second level elevator access is not provided in one or more buildings to be used by the students and referenced herein. Institution shall work directly with students to address any disability related access issues. Property Owner shall reasonably cooperate with the Institution to address any student disability access issues.
- E. Property Owner shall issue an invoice to Institution for any payments authorized under the terms of this Agreement. Pursuant to State law, Institution shall pay the invoice within forty-five (45) days of receipt of the same. Any late fee, finance charges, or interest to TSU shall be in accordance with the Tennessee Prompt Pay Act (T.C.A. § 12-4-701 et seq.).

- F. Property Owner acknowledges that Institution is not leasing property or space, including rooms at the housing facility, from Property Owner, and this Agreement does not constitute a leasing relationship between Institution and Property Owner. Property Owner acknowledges that Institution is acting for the benefit of TSU students in simplifying the housing of students, by collecting fees and paying them to Property Owner for the benefit of the students and the parties. Property Owner will invoice Institution for damages caused by the acts or omissions of its students. Institution will review such damages, reimburse Property Owner for damages assessed to student actions or omissions, and seek reimbursement from such students.
- G. Property Owner acknowledges that this Agreement pertains to a business agreement between the parties, and the parties are not executing this Agreement for any religious purpose. Property Owner shall not engage in any religious promotion or other activities directed at students while students occupy the building and guest rooms referenced herein. Said provision does not prohibit Property Owner from permitting students to access its other facilities on a strictly voluntary basis.
- H. Property Owner grants Institution access to enter the above-referenced property, including the facilities and guest rooms located on said property, for the purposes of providing security, providing furnishing for the guest rooms, and managing the students housed in the facilities referenced herein. The Institution's entry into the guest rooms for security and furnishing purposes shall not be considered occupancy of a guest room and Institution shall not be charged for such access.
- I. Property Owner will not knowingly assign any individual to provide services to Institution if the individual has a history of criminal conduct. For purposes of this Agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge. Furthermore, Property Owner must inform the Institution immediately if Property Owner has actual knowledge that any of Property Owner's employees or sub-contractors are listed in the Tennessee Abuse Registry or the Tennessee Sex Offender Registry. If Institution requests, Property Owner must perform a comprehensive criminal background check on any Property Owner employee or sub-contractor.
- J. If Property Owner has actual knowledge of the items below, Property Owner shall notify Institution immediately if any of the following items occur in one of the bedrooms or elsewhere on the Property Owner's premises, provided Property Owner is permitted to do so by applicable law:
1. Crimes, including attempted crimes (provided Property Owner has no obligation to monitor for same);
 2. Emergencies involving personal injury to a student (provided Property Owner has no obligation to monitor for same);
 3. Alcohol consumption by minor students (provided Property Owner has no obligation to monitor for same); and/or
 4. Use of illegal drugs by students (provided Property Owner has no obligation to monitor for same).

For the avoidance of doubt, Property Owner shall have no obligation to take any action to prevent any of the foregoing items nor shall Property Owner have any liability for failure to monitor for any of the foregoing items.

II. Institution's Rights, Duties and Responsibilities

- A. Institution shall collect individual student payments and provide payment to Property Owner under the terms of this Agreement.
- B. Institution shall pay for any space it has elected to utilize. Property Owner shall submit an invoice to Institution for payment of service fees incurred through Residence Life staff's occupancy of any room at the Property Owner's facility.
- C. Subject to the terms set forth herein, the Institution shall pay Property Owner the service rate for the use and occupancy of the rooms that are made available under this Agreement.
- D. Each week during the term of this Agreement, the Institution shall notify Property Owner regarding the anticipated number of guest rooms that students will need to occupy for the upcoming week.
- E. During the contracted period, the Institution must notify the Property Owner that it intends to cancel its right to access any of the contracted guest rooms for the remaining contract period.
- F. As a state entity and pursuant to state law, the Institution shall not pay a penalty of cancellation charges. Institution shall pay any actual, reasonable, and documented damages or loss to Property Owner for which it is liable under Tennessee Law. The Institution, as a state entity, shall not, under any circumstances, indemnify Property Owner or be liable for attorney's fees, punitive damages, or the costs of litigation. Property Owner is obligated to mitigate its damages. With respect to claims made by student(s) and /or their guest or invitees, the Institution shall work in good faith with the student(s) and Property Owner to resolve such claims, but the Institution, as a State entity, shall not be liable for the actions of any TSU student occupying a room, or a guest of said student, at the Property Owner housing facility. The Institution shall inform students who are occupying rooms at Property Owner's facility that their occupancy of the rooms is on a voluntary basis, and that the Property Owner requires that students occupying rooms under this agreement sign a Hold Harmless Agreement (HHA) to release the Property Owner from any claims arising from the student's occupancy of room, except for claims arising solely from the negligence of the Property Owner. Institution shall have each student sign the HHA at the time of check-in into the Property Owner's facility.
- G. The Institution's payment obligations shall be limited to payment for the total number of guest rooms occupied under the terms set forth herein.
- H. The Institution has the right, and shall be granted access, to enter the above referenced property, including the facilities and guest rooms located on said property, for the purposes of providing security, providing furnishing for the guest rooms, and managing the students who will be housed in the facilities referenced herein. The Institution's entry into the guest rooms for security and furnishing purposes shall not be considered occupancy of a guest room. The

Institution will support the students residing at the Property Owner's facility with live-in Residence Life staff, TSU Police Departments supervising security patrols and shuttle bus service to the main campus. All students will be required to obtain TSU meal plans and dine at the TSU dining facilities. Students residing at Property Owner's facilities shall have access to HOGC campus laundry service. Property Owner also owns a coin operated laundry facility in the near vicinity to the housing units. The Institution will be responsible for advising students that laundry facilities are provided at the student's own risk and that should clothing become damaged or stolen, the Property Owner will not be responsible, The Institution shall be responsible for requiring students to adhere to all Tennessee State University policies and the Student Conduct Code on Property Owner's properties, and through the use of Residence Life staff and TSU Police (and other security), the Institution shall be responsible for requiring that students and their guests conduct themselves in such a manner so as to not create a risk or danger to themselves and/or others.

III. Miscellaneous Terms and Conditions

- A. This Agreement shall be governed by the laws of the State of Tennessee.
- B. The term of this Agreement shall be from September 13, 2021 to May 15, 2022.
- C. The parties' obligations set forth herein shall be null and void if the parties cannot perform due to force majeure.
- D. To the extent permitted by Tennessee Law and Tennessee Board of Regents policy, the Institution shall be solely liable for payment of all claims, liability, costs, expenses, demands, settlements, or judgments resulting in whole or in part from negligence, actions or omissions of the Institution or those for whom it is legally responsible relating to or arising under the Agreement. The Property Owner shall be solely liable for payment of all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting in whole or in part from negligence, actions or omissions of the Property Owner or those for whom it is legally responsible, relating or arising under this Agreement.
- E. The State of Tennessee, including Tennessee State University, is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all monetary claims against the State of Tennessee including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of the Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be expressly limited to claims paid by the Commission.
- F. TCA & 12-4-703 requires the Institution to make payments for products or services when purchased and, therefore, prohibits advance deposits or payments.
- G. In compliance with the requirements of Tenn. Code Ann. Section 12-4-124, Property Owner hereby attest that it shall not knowingly utilize the services of illegal immigrants in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the United States in the performance of this Agreement.

H. This agreement may be terminated by either party upon three (3) days written notice.

In Witness of the acceptance of the terms of this Agreement, the parties have, by their duty authorized representatives, set their signature below:

House of God, Inc.

Tennessee State University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tennessee State University does not discriminate against students employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protect class with respect to all employment, programs and activities sponsored by Tennessee State University.

STATE OF TENNESSEE:

Approved as to form and legality:

Herbert H. Slatery III, Attorney General and Reporter

**RESOLUTION TO APPROVE THE BORROWING OF
MONEY BY ANOTHER METHOD BY THE UNIVERSITY
OF TENNESSEE**

Recitals

Whereas the University of Tennessee-Knoxville (“UT-K”) desires to enter into an eight (8) month lease (the “Lease”) for the rental of ten (10) hotel rooms (collectively, the “Rooms” or, individually, a “Room”) with RB Knoxville, LLC d/b/a Hilton Knoxville (the “Hilton”) in Knoxville, Tennessee; and

Whereas the Rooms will be for use by students who need to be isolated due to possible exposure to Covid-19 but who have tested negative or have not been tested but are not symptomatic; and

Whereas, the Hilton will impose Special Events/Blackout rates during six nights of the Hilton Lease period at rates of four hundred and fifty-nine dollars (\$459.00) per Room per night for two nights and four hundred and ninety-nine dollars (\$499.00) for the other four nights; and

Whereas the Rooms were chosen because of the location of the Hilton and the availability of the Rooms for this use; and

Whereas the terms of the Lease are: an eight (8) month lease term beginning October 4, 2021 and ending May 30, 2022 with a nightly Room rate of one hundred two dollars (\$102.00) and total estimated Room charges of four hundred eighty-nine thousand, six hundred dollars (\$489,600.00). In addition, a five-dollar (\$5.00) per stay fee will be assessed and a one hundred fifty-dollar (\$150.00) cleaning fee will apply each time a student checks out of a Room; and

Whereas the payments for the Lease will be funded by UT-K through plant funds (Auxiliary)(R).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Authority gives its approval to the University of Tennessee to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of September 7, 2021.

Adopted by the Authority at its meeting on September 7, 2021.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

EXECUTIVE SUMMARY

BACKGROUND:

The University of Tennessee, on behalf of its Knoxville campus (UTK), proposes to enter into an agreement with Hilton Knoxville for hotel rooms to be used by student-athletes in close contact quarantine. The University proposes to lease up to 20 beds for the student-athletes beginning Fall 2021 after being deemed a close contact to an individual that is positive for Covid-19.

Based on increasing local infection rates and low vaccination rates among college-aged individuals, it is anticipated that several student-athletes will become infected with Covid-19 or become a close contact to someone with Covid-19 and require alternative housing. Since approximately 80% of the student-athlete population is out-of-state, with many of them being international, it is impractical to send them home after a positive test or close contact. By utilizing the space outlined in the lease agreement, UTK Athletics can still monitor the students' physical and mental health, complete workouts to prevent deconditioning, and provide meals to maintain the student-athletes diet during quarantine.

UTK Athletics will arrange for transportation to and from the hotel, will provide daily meals and will provide periodic checks on the students.

Students returned to campus in mid-August and to meet immediate needs, the University has entered into a short-term agreement with Hilton Knoxville from August 23, 2021 through October 3, 2021.

This hotel was selected because of the location and the availability of rooms for this use. A similar but separate short and longer-term contract will be entered into with the TownePlace Suites by Marriott.

TERMS:

The University proposes a long-term agreement beginning October 4, 2021 and ending May 31, 2022. The nightly room rate is \$102 and the total maximum estimated charge is \$491,902.00. In addition, the University will be charged a \$5.00 per stay fee and a \$150 cleaning fee each time a student moves out.

The hotel will impose Special Events/Blackout rates during six nights of this lease period. If hotel occupancy falls below 95% during these dates, the rate will adjust to the CONUS rate. In addition, the University may terminate these nights with seven days prior notice.

Other than the Special Event/Blackout Dates, the University may cancel any rooms with 72 hours prior notice.

Advertising is not required since the term of this lease is only one-year and an unforeseen situation has arisen making it impractical to advertise. Due to the short-term of the lease, there is no termination for convenience.

FUNDING:

Funding for the lease payments will be funded by the UTK Athletic (Auxiliary)(R).

REQUEST:

Request for approval to enter into an agreement for hotel rooms.

UNIVERSITY OF TENNESSEE

Acquisition – Lease (Space)

Requested Action: **Approval of a lease**

Transaction Description: Transaction No. 2021-09-01

• **Proposed Lease**

- **Location:** University of Tennessee – Knoxville (UTK)
Knox County – 501 W Church Avenue, Knoxville, TN
- **Landlord:** RB Knoxville, LLC dba Hilton Knoxville
- **Term:** October 4, 2021 – May 30, 2022
- **Area / Costs:** Up to 20 hotel rooms

	\$/room	Estimated Total Cost
Cost per room	\$102.00/night	\$489,600.00

- **Source of Funding:** Plant Funds (Aux) (R)
- **Procurement Method:** Negotiated
- **FRF Rate:** \$18.00/sf (for reference only)

Comment: These rooms will be used for students that need to be isolated due to possible exposure to Covid-19. Initially 10 rooms will be reserved.

In addition to the nightly room rate, a \$5.00 per stay fee will be assessed and a \$150 cleaning fee will apply each time a student checks out. The hotel will impose Special Events/Blackout rates during six nights of this lease period. If hotel occupancy falls below 95% during these dates, the rate will adjust to the CONUS rate. In addition, the University may terminate these nights with seven days prior notice.

To meet possible immediate needs, the University has entered into a short-term agreement with the Hilton from August 23, 2021 through October 3, 2021.

This hotel was selected because of the location and the availability of rooms for this use. Advertising is not required since the term of this lease is for one year or less and an unforeseen situation has arisen making it impractical to advertise. Due to the short-term of the lease, there is no termination for convenience. However, the University may cancel any rooms with exception of special event/blackout dates with 72 hours prior notice.

A similar request for approval but under a separate contract with Towne Place Suites is also on the September 2021 ESC agenda.

SSC Report:

09/13/2021



Hotel Event Order Form

Department Name:	University of Tennessee Knoxville Athletics				
Meeting Name:	Housing Requirements for Students – Phase II				
Address:	1551 Lake Loudoun Boulevard				
City:	Knoxville	State:	TN	Zip:	37996
Group Contact:	Brad Biggs				
Phone:	865-974-2126	Email:	Bbriggs4@utk.edu		
Alt. Group Contact:					
Alt. Phone Number:		Email:			

Method of Reservations: *Choose Method:*

Rooming List/Housing Form X

Billing Instructions: *Choose Method:*

Direct bill Only: *(Individuals will pay their own incidentals)* *\$102.00 per room, per night room rate, one time cleaning fee upon every departure of \$150.00. *exceptions on the rates – please see Special Event/Black-out Dates Section

Individuals Pay Own Charges: Incidentals will be turned off in the student rooms unless valid method of payment is provided by the individual in which they will be responsible.

Other: *(please specify)* U.T. is responsible for the \$5.00 one time charge, per guest stay.

Billing Contact: *(University contact responsible for processing payments):*

Name:		Phone:	
Email:			

Hotel will bill the University of Tennessee in 1 week increments for the number of nights in the contract for the preceding 7 days. The billing will include the nightly room rate based on the schedule in the Group Room Block below, the charge added per each guest stay and the \$150.00 cleaning fee when a guest checks out.

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	10/4/2021	10/5/2021	10/6/2021	10/7/2021	10/8/2021	10/9/2021	10/10/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$459.00	\$459.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	10/11/2021	10/12/2021	10/13/2021	10/14/2021	10/15/2021	10/16/2021	10/17/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$499.00	\$499.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	10/18/2021	10/19/2021	10/20/2021	10/21/2021	10/22/2021	10/23/2021	10/24/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	10/25/2021	10/26/2021	10/27/2021	10/28/2021	10/29/2021	10/30/2021	10/31/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	11/1/2021	11/2/2021	11/3/2021	11/4/2021	11/5/2021	11/6/2021	11/7/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	11/8/2021	11/9/2021	11/10/2021	11/11/2021	11/12/2021	11/13/2021	11/14/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$499.00	\$499.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

Group Room Block:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	11/15/2021	11/16/2021	11/17/2021	11/18/2021	11/19/2021	11/20/2021	11/21/2021
Room Type							
Rate	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00	\$102.00
# of Rooms	10	10	10	10	10	10	10

**RESOLUTION TO APPROVE THE BORROWING OF
MONEY BY ANOTHER METHOD BY THE UNIVERSITY
OF TENNESSEE**

Recitals

Whereas the University of Tennessee-Knoxville (“UT-K”) desires to enter into an eight (8) month lease (the “Lease”) for the rental of seven (7) hotel rooms (collectively, the “Rooms” or, individually, a “Room”) with Apple Ten SPE Knoxville 1, Inc. dba TownePlace Suites (“TownePlace Suites”) in Knoxville, Tennessee; and

Whereas the Rooms will be for use by students who need to be isolated due to possible exposure to Covid-19 but who have tested negative or have not been tested but are not symptomatic; and;

Whereas the Rooms were chosen because of the location of TownePlace Suites and the availability of the Rooms for this use; and

Whereas the terms of the Lease are: an eight (8) month lease term beginning October 4, 2021 and ending May 30, 2022 with a nightly Room rate of seventy-four dollars (\$74.00) and total estimated Room charges of three hundred fifty-five thousand, two hundred dollars (\$355,200.00). In addition, a one hundred fifty-dollar (\$150.00) cleaning fee will apply each time a student checks out of a Room; and

Whereas the payments for the Lease will be funded by UT-K through plant funds (Auxiliary)(R).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Authority gives its approval to the University of Tennessee to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of September 7, 2021.

Adopted by the Authority at its meeting on September 7, 2021.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

EXECUTIVE SUMMARY

BACKGROUND:

The University of Tennessee, on behalf of its Knoxville campus (UTK), proposes to enter into an agreement with TownePlace Suites by Marriott for hotel rooms to be used by student-athletes in close contact quarantine. The University proposes to lease up to 20 beds for the student-athletes beginning Fall 2021 after being deemed a close contact to an individual that is positive for Covid-19.

Based on increasing local infection rates and low vaccination rates among college-aged individuals, it is anticipated that several student-athletes will become infected with Covid-19 or become a close contact to someone with Covid-19 and require alternative housing. Since approximately 80% of the student-athlete population is out-of-state, with many of them being international, it is impractical to send them home after a positive test or close contact. By utilizing the space outlined in the lease agreement, UTK Athletics can still monitor the students' physical and mental health, complete workouts to prevent deconditioning, and provide meals to maintain the student-athletes diet during quarantine.

UTK Athletics will arrange for transportation to and from the hotel, will provide daily meals and will provide periodic checks on the students.

Students returned to campus in mid-August and to meet immediate needs, the University has entered into a short-term agreement with TownePlace Suites from August 23, 2021 through October 3, 2021.

This hotel was selected because of the location and the availability of rooms for this use. A similar but separate short and longer-term contract will be entered into with the Hilton Knoxville

TERMS:

The University proposes a long-term agreement beginning October 4, 2021 and ending May 31, 2022. The nightly room rate is \$74 and the total maximum estimated charge is \$355,200.00. In addition, the University will be charged a \$150 cleaning fee each time a student moves out.

Due to the short-term of the lease, there is no termination for convenience. However, the University may cancel any additional rooms above the seven initially leased with 48 hours-notice.

Advertising is not required since the term of this lease is only one-year and an unforeseen situation has arisen making it impractical to advertise. Due to the short-term of the lease, there is no termination for convenience.

FUNDING:

Funding for the lease payments will be funded by the UTK Athletic (Auxiliary)(R).

REQUEST:

Request for approval to enter into an agreement for hotel rooms.

UNIVERSITY OF TENNESSEE

Acquisition – Lease (Space)

Requested Action: **Approval of a lease**

Transaction Description: Transaction No. 2021-09-02

• **Proposed Lease**

- **Location:** University of Tennessee – Knoxville (UTK)
Knox County – 205 Langley Place, Knoxville, TN
- **Landlord:** Apple Ten SPE Knoxville 1, Inc. dba TownePlace Suites
- **Term:** October 4, 2021 – May 30, 2022
- **Area / Costs:** Up to 20 hotel rooms

	\$/room	Estimated Total Cost
Cost per room	\$74.00/night	\$355,200.00

- **Source of Funding:** Plant Funds (Aux) (R)
- **Procurement Method:** Negotiated
- **FRF Rate:** \$18.00/sf (for reference only)

Comment: These rooms will be used for students that need to be isolated due to possible exposure to Covid-19. Initially 7 rooms will be reserved.

In addition to the nightly room rate, a \$150 cleaning fee will apply each time a student checks out.

To meet possible immediate needs, the University has entered into a short-term agreement with the TownePlace Suites from August 24, 2021 through October 3, 2021.

This hotel was selected because of the location and the availability of rooms for this use. Advertising is not required since the term of this lease is for one year or less and an unforeseen situation has arisen making it impractical to advertise. Due to the short-term of the lease, there is no termination for convenience. However, the University may cancel any additional rooms above the seven initially leased with 48 hours notice.

A similar request for approval but under a separate contract with Hilton Knoxville is also on the September 2021 ESC agenda.

SSC Report: 09/13/2021

TOWNEPLACE SUITES® BY MARRIOTT

GROUP BLOCK AGREEMENT

TownePlace Suites by Marriott Knoxville Cedar Bluff
205 Langley Place
Knoxville, TN 37922

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Tyler Johnson	Name of "Event":	University of Tennessee COVID-19 Quarantine
Title:	Senior Associate Athletics Director	Arrival Date	Mon, 10/04/21
Company Name:	University of Tennessee	Departure Date	Sun, 05/22/21
Address:	1551 Lake Loudon Boulevard	Hotel Contact:	Logan Dockery
City, State, Zip:	Knoxville, TN 37996	Title:	Market Director of Sales
Phone:	(865) 974-1219	Phone:	(865) 671-9744
Email:		Email:	knoxvillemdos@mckibbon.com

METHOD OF RESERVATION:

Reservations will be made by a rooming list provided by the University of Tennessee Knoxville.

BILLING INSTRUCTIONS:

The University of Tennessee Knoxville will be billed bi-weekly (every 14 days) for the preceding 14 days. The billing will include the nightly room rate based on the schedule in the Group Room Block below.

CLEANING FEE:

A one-time cleaning fee of **\$150.00** will be charged upon checkout to any occupied room.

The Hotel is pleased to confirm the following negotiated group room rates:

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date		10/04/2021	10/05/2021	10/06/2021	10/07/2021	10/08/2021	10/09/2021
Rate		\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms		7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	10/10/2021	10/11/2021	10/12/2021	10/13/2021	10/14/2021	10/15/2021	10/16/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	10/17/2021	10/18/2021	10/19/2021	10/20/2021	10/21/2021	10/22/2021	10/23/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	10/24/2021	10/25/2021	10/26/2021	10/27/2021	10/28/2021	10/29/2021	10/30/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	10/31/2021	11/01/2021	11/02/2021	11/03/2021	11/04/2021	11/05/2021	11/06/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	11/07/2021	11/08/2021	11/09/2021	11/10/2021	11/11/2021	11/12/2021	11/13/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	11/14/2021	11/15/2021	11/16/2021	11/17/2021	11/18/2021	11/19/2021	11/20/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	11/21/2021	11/22/2021	11/23/2021	11/24/2021	11/25/2021	11/26/2021	11/27/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	11/28/2021	11/29/2021	11/30/2021	12/01/2021	12/02/2021	12/03/2021	12/04/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	12/05/2021	12/06/2021	12/07/2021	12/08/2021	12/09/2021	12/10/2021	12/11/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	12/12/2021	12/13/2021	12/14/2021	12/15/2021	12/16/2021	12/17/2021	12/18/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	12/19/2021	12/20/2021	12/21/2021	12/22/2021	12/23/2021	12/24/2021	12/25/2021
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	12/26/2021	12/27/2021	12/28/2021	12/29/2021	12/30/2021	12/31/2021	01/01/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	01/02/2022	01/03/2022	01/04/2022	01/05/2022	01/06/2022	01/07/2022	01/08/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	01/09/2022	01/10/2022	01/11/2022	01/12/2022	01/13/2022	01/14/2022	01/15/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	01/16/2022	01/17/2022	01/18/2022	01/19/2022	01/20/2022	01/21/2022	01/22/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	01/23/2022	01/24/2022	01/25/2022	01/26/2022	01/27/2022	01/28/2022	01/29/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	01/30/2022	01/31/2022	02/01/2022	02/02/2022	02/03/2022	02/04/2022	02/05/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	02/06/2022	02/07/2022	02/08/2022	02/09/2022	02/10/2022	02/11/2022	02/12/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	02/13/2022	02/14/2022	02/15/2022	02/16/2022	02/17/2022	02/18/2022	02/19/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	02/20/2022	02/21/2022	02/22/2022	02/23/2022	02/24/2022	02/25/2022	02/26/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	02/27/2022	02/28/2022	03/01/2022	03/02/2022	03/03/2022	03/04/2022	03/05/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	03/06/2022	03/07/2022	03/08/2022	03/09/2022	03/10/2022	03/11/2022	03/12/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	03/13/2022	03/14/2022	03/15/2022	03/16/2022	03/17/2022	03/18/2022	03/19/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	03/20/2022	03/21/2022	03/22/2022	03/23/2022	03/24/2022	03/25/2022	03/26/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	03/27/2022	03/28/2022	03/29/2022	03/30/2022	03/31/2022	04/01/2022	04/02/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	04/03/2022	04/04/2022	04/05/2022	04/06/2022	04/07/2022	04/08/2022	04/09/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	04/10/2022	04/11/2022	04/12/2022	04/13/2022	04/14/2022	04/15/2022	04/16/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	04/17/2022	04/18/2022	04/19/2022	04/20/2022	04/21/2022	04/22/2022	04/23/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	04/24/2022	04/25/2022	04/26/2022	04/27/2022	04/28/2022	04/29/2022	04/30/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	05/01/2022	05/02/2022	05/03/2022	05/04/2022	05/05/2022	05/06/2022	05/07/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	05/08/2022	05/09/2022	05/10/2022	05/11/2022	05/12/2022	05/13/2022	05/14/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	05/15/2022	05/16/2022	05/17/2022	05/18/2022	05/19/2022	05/20/2022	05/21/2022
Rate	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
# of Rooms	7	7	7	7	7	7	7

Day	Sunday
Date	05/22/2022
Rate	\$74.00
# of Rooms	7

Hotel Features:

- Complimentary Wireless High Speed Internet throughout hotel.
- Full kitchens in all rooms including full fridges, microwaves, stovetops, and dishwashers.
- Full hot breakfast
- 24hr fitness center
- Outdoor pool operating seasonally (closed Labor Day-Memorial Day)

SPECIAL CONSIDERATIONS:

Drop-off Procedure:

The University of Tennessee Knoxville will notify TownePlace Suites of a new guest. The transportation company escorting the guest will stop at the front of the hotel and hotel staff will provide the transporter the room key. The transporter must wear a face covering at all times while inside the hotel building. The transportation company will then drop-off guest at a secure side entrance for the guest to go directly to their room while wearing a face covering at all times while in public spaces.

Food and Beverage:

The University of Tennessee Knoxville acknowledges that it will provide food and beverage for the student to be dropped off outside of that student's room. Alternatively, the student is permitted to order food from third-party vendors (Grubhub, Uber Eats) so long as that third-party vendor leaves the food outside of the guestroom.

Hotel Procedure:

1. General Service
 - Front desk staff – 24 hours per day
 - Housekeeping for common areas and between guest stays.
 - Maintenance and administration
2. Rooms-related services
 - Hotel staff will not enter occupied guestrooms at any time, other than in the case of emergency or for required and urgent maintenance.
 - All tissues, toilet paper and other paper supplies shall be supplied by the hotel and will be left outside of the guestroom in a bag.
 - No additional housekeeping services other than as provided above.
 - Housekeeping turnover of each room at the end of the stay, to include cleaning and linen change in accordance with Centers for Disease Control (CDC) best practices.
 - Students will remain in the room at all times and visitors are not permitted.

ADDITIONAL INFORMATION:

- ✓ Hotel to provide housing option for students for isolation protocol (students not positive or symptomatic of COVID-19)
- ✓ Organization will not knowingly secure arrangements at the Hotel for any infected or positively tested COVID-19 patron. Organization's liability will be governed by the Tennessee Claims Commission Act.
- ✓ The University of Tennessee acknowledges that the Hotel maintains the right to remove guests who violate the hotel's policies.
- ✓ The University of Tennessee Knoxville Athletic Department understands that it is responsible for payment of (7) guest rooms per night starting October 4, 2021 (check-in) through May 22, 2022 (end of contract). Rooms will be invoiced whether the room is occupied or not.
- ✓ Subject to hotel availability, the University has the right to lease up to an additional 5 rooms, on a room by room basis for a total of 12 rooms, at the same nightly rate of \$74.00 per night and terms and conditions of this agreement.
- ✓ Any room above the required seven (7) rooms, will be subject to availability but will also qualify for no-penalty cancellation so long as that room is cancelled within 48 hours of arrival.

- ✓ Hotel will provide minimal housekeeping services, to include but not limited to, scheduled pickup and drop off of linens and towels with absolutely no face to face contact between guest and hotel staff. Items are to be dropped off outside of room.

TAXES:

The University of Tennessee Knoxville is tax exempt and all applicable taxes will be removed at the conclusion of the stay so long as a valid tax exempt form is provided to the hotel. The tax exempt form must be signed and include the tax exempt number.

UNIVERSITY'S MAXIMUM FINANCIAL OBLIGATION FOR ROOM NIGHTS:

\$74.00 per night per room

GOVERNING LAW:

The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.

FORCE MAJEURE:

- i. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section this section.
- ii. For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.
- iii. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

CONFLICTS OF INTEREST:

- i. Hotel states that no part of the Hotel's compensation will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Hotel in connection with any work contemplated or performed under this agreement.
- ii. Hotel states that this agreement is immediately void if the Hotel is, or within the past 6 months has been, an employee of the State of Tennessee or if the Hotel is an entity in which a controlling interest is held by an individual who is, or within the past 6 months has been, an employee of the State of Tennessee.

ILLEGAL IMMIGRANTS:

In compliance with the requirements of the Tenn. Code Ann. § 12-3-309, the Hotel hereby attests that it shall not knowingly the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

TENNESSEE DEPARTMENT OF REVENUE:

In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Hotel hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.

DEBARTMENT:

Hotel hereby attest that the following are true statements:

- i. Hotel is not currently debarred by the U.S. federal government
- ii. Hotel is not currently suspended by the U.S. federal government
- iii. Hotel is not currently named as an "excluded" Hotel by the U.S. federal government

RECORDS AUDIT:

Records: Hotel shall maintain records for all expenses for which Hotel invoices the University of Tennessee Knoxville under this agreement. Hotel shall maintain its records for at least 5 years, and shall maintain its records in accordance with generally accepted accounting principles.

Audit: During the term of this agreement and for 5 years after the last payment from the University of Tennessee Knoxville to TownePlace Suites under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Hotel's records that relate to this agreement.

Assistance: Hotel shall provide the University with any documentation, access to information, or other assistance necessary for the University to ensure that Hotel complies with its obligations under this agreement.

SIGNATURE PAGE FOLLOWS

ACCEPTED AND AGREED TO:

The University of Tennessee Knoxville

Customer Signature _____

Date _____

TownePlace Suites Knoxville

Hotel Signature _____

Date _____

State of Tennessee

Approved as to form and legality:

Name: _____

Title: _____