



JASON E. MUMPOWER  
*Comptroller*

## **TENNESSEE STATE SCHOOL BOND AUTHORITY**

**January 19, 2022**

### **AGENDA**

1. Call meeting to order
2. Approval of the Minutes from the TSSBA meeting of October 25, 2021
3. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by the University of Tennessee
4. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method by the Tennessee State University
5. Adjourn

**TENNESSEE STATE SCHOOL BOND AUTHORITY**  
**October 25, 2021**

The Tennessee State School Bond Authority (“TSSBA”, or the “Authority”) met on Monday, October 25, 2021, at 11:32 a.m. in House Hearing Room I, Cordell Hull Building, Nashville, Tennessee. The Honorable Jason Mumpower, Comptroller of the Treasury, was present and presided over the meeting.

The following members were also present:

The Honorable Tre Hargett, Secretary of State  
Roy West, proxy for the Honorable David Lillard, State Treasurer  
Commissioner Butch Eley, Department of Finance and Administration  
Dick Tracy, proxy for Dr. Flora Tydings, Chancellor, Tennessee Board of Regents

The following member participated telephonically as authorized by Tennessee Code Annotated § 8-44-108:

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 October 14, 2021. Mr. Mumpower asked if there were any questions or discussion on the minutes. Hearing none, Mr. Hargett moved approval of the minutes, and Mr. Eley seconded the motion.

The minutes were approved unanimously.

Mr. Mumpower stated that the next item to come before the Authority was the consideration of approval of a request to borrow an additional \$5,000,000 from the TSSBA for a project for the University of Tennessee (“UT”). Mr. Mumpower recognized Mr. Austin Oakes, Assistant Vice President of the Office of Capital Projects at the University of Tennessee, to present the request.

- University of Tennessee, Knoxville – Haslam Field Expansion (A87); Increase in Cost for a total of \$30,000,000, of which \$10,000,000 will be financed from TSSBA (an increase of \$5,000,000); Term of Financing: 10 years at an assumed tax-exempt rate.

Mr. Oakes stated that UT was requesting a project revision associated with the Haslam Field expansion project located in Knoxville. Mr. Oakes explained that the request would increase the total project budget from \$21.6 million to \$30 million. Mr. Oakes explained that the revision covered the revised scope that included new HVAC for the indoor practice field, additional meeting and office space, and the reconfiguration of the locker room and support areas. Mr. Oakes stated that the request for funding from the TSSBA had been increased from \$5 million to \$10 million, along with the term of repayment being extended from 5 years to 10 years. Mr. Oakes stated that the other additional resources were plant funds from athletics and gifts. Mr. Oakes explained that pledged gifts were scheduled to be received over the next 10 years that will fund the project in full, including the repayment of the TSSBA debt.

Mr. Mumpower asked Ms. Sandi Thompson, Director of the Division of State Government Finance (“SGF”), if a feasibility analysis had been performed on the project. Ms. Thompson stated that a feasibility study had been conducted on the project, and that the revenues pledged were deemed sufficient to cover the debt service.

Mr. Mumpower asked Mr. Oakes what contingencies were in place in regard to the donor funds in light of the continuation of the COVID-19 pandemic or a similar situation. Mr. Oakes stated that donor interest in the project had increased significantly during the past year. Mr. Oakes explained that UT currently had \$12.1 million of donor funds in hand, and donor commitments in place of \$17.9 million. Mr. Oakes stated

that plant funds from athletics were pledged to meet the funding needs until future donor commitments were in hand.

Mr. Mumpower asked if there were any further questions on the project. Hearing none, Mr. Tracy made a motion to approve the project and Mr. Eley seconded the motion. Mr. Mumpower advised that the vote would be taken by roll call due to telephonic participation and asked Ms. Thompson to call the roll. Ms. Thompson called the roll:

Mr. Paganelli – Aye  
Mr. Tracy – Aye  
Mr. Mumpower – Aye  
Mr. Eley – Aye  
Mr. Hargett – Aye  
Mr. West - Aye

The motion was approved unanimously.

Mr. Mumpower made a motion to reconsider approval of the minutes by roll call vote. Mr. Hargett seconded the motion, and Ms. Thompson called the roll:

Mr. Paganelli – Aye  
Mr. Tracy – Aye  
Mr. Mumpower – Aye  
Mr. Eley – Aye  
Mr. Hargett – Aye  
Mr. West – Aye

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. Mumpower made a motion to adjourn, and Mr. Hargett 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 THE UNIVERSITY  
OF TENNESSEE**

**Recitals**

Whereas the University of Tennessee-Knoxville (“UT-K”) desires to enter into a one (1) year lease agreement (the “Lease”) with Quarry Trail Propco LLC, Tennessee Limited Liability Company (“Quarry Trail”) for up to one hundred (100) beds to house UT-K students; and

Whereas enrollment at UT- K continues to increase more than expected, creating the need for additional bed capacity for undergraduate students; and

Whereas first-time students are required to live on UT-K’s campus for their first year in order to increase student success and retention; and

Whereas UT-K’s increase in first-time student enrollment will significantly limit on-campus bed availability for continuing students; and

Whereas Quarry Trail is located at 3999 Highland Crest Way, Knoxville, Tennessee and was chosen because of its proximity to UT-K’s campus, its comparable or upgraded amenities compared to on-campus housing, including having fully furnished units, and also that it has competitive rates; and

Whereas Quarry Trail in addition has a large number of completely vacant units which will allow UT-K students to be housed together; and

Whereas the proposed terms of the Lease are: up to one hundred (100) beds under a one (1) year lease term beginning on August 15, 2022 and ending on August 14, 2023 with UT-K possibly having up to four (4) one (1) year options to extend the Lease. Because of the short-term nature of the Lease, there will be no termination for convenience provision. The units will be a mix of one, two, three and four bedroom apartments and the average rate per bed will be eight hundred dollars (\$800) per month which will include utilities, cable and internet; and

Whereas if UT-K were to lease one hundred (100) beds for the entire initial term of the Lease, the total cost to UT-K would be nine hundred and sixty thousand dollars (\$960,000); and

Whereas the payments for the Lease will be funded by UT-K through plant funds (Aux-Housing) (A).

**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-Knoxville 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 January 19, 2022.

Adopted by the Authority at its meeting on January 19, 2022.

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JASON E. MUMPOWER, SECRETARY  
TENNESSEE STATE SCHOOL BOND AUTHORITY

## UNIVERSITY OF TENNESSEE

### Acquisition – Lease (Space)

**Requested Action:** Approval of a lease

**Transaction Description:** Transaction No. 21-12-010

- **Proposed Lease**

- **Location:** University of Tennessee – Knoxville,  
Knox County - 3999 Highland Crest Way, Knoxville, TN
- **Landlord:** Quarry Trail (Knoxville) Propco LLC
- **Term:** 1 year (August 2022 – August 2023) with up to four (4) one (1) year options to extend
- **Area / Costs:** Up to 100 beds (mix of 1, 2, 3 and 4 br units)

	\$/bed	Estimated Total Cost
Average cost per bed (incl utilities)	\$800/mo.	Up to \$960,000/year

- **Source of Funding:** Plant Funds (Aux-Housing) (A)

- **Procurement Method:** Negotiated

- **Current Lease** (For Comparison Purposes only)

- **Location:** University of Tennessee – Knoxville, Knox County, Tennessee
  - Aspen Heights, 2223 Cumberland Avenue, Knoxville, TN – Breckenridge Group Knoxville Tennessee, LLC
  - 303 Flats, 303 W Blount Avenue, Knoxville, TN - 303 West, LLC
- **Landlord:** See above
- **Term:** 1 year (August 8, 2021 – August 7, 2022)
- **Area / Costs:** Up to 325 beds

	\$/bed	Estimated Total Cost
Average cost per bed (incl utilities)	\$888/mo.	\$3,463,200.00/year

- **Source of Funding:** Plant Funds (Non-Aux) (R)

- **Procurement Method:** Negotiated

**Comment:**

Enrollment at UT Knoxville continues to increase, creating the need for additional bed capacity for undergraduate students. Undergraduate applications for Fall 2022 have increased by over 30% from last year and incoming student enrollment could increase by more than 10%. With a requirement for first-time students to live on campus, this will significantly limit on-campus bed availability for continuing students. As a result, additional beds will be needed off-campus for these students.

Likely due to the increased demand for units on and around the UTK campus, area apartment complexes began their renewal processes earlier this year with some starting as early as September. To lock-in favorable pricing and begin securing blocks of rooms at properties located in close proximity to campus, there is a need to begin executing leases immediately. As a result, waiver of advertisement was requested and approved by SBC ESC December 20, 2021.

This complex was selected because of the proximity to campus, the units have comparable or upgraded amenities compared to on-campus housing, the units are fully furnished, and the

rate is competitive. This complex also has a high volume of completely vacant units which allows UTK students to be housed together. Due to the short-term of the lease, there is no termination for convenience.

**Previous Action:** 12/20/2021 Approval of waiver of advertisement

**SSC Report:** 01/10/2022

## **EXECUTIVE SUMMARY**

**NOTE:** In December 2021, SBC ESC approved a waiver of advertisement for up to 1,000 beds for UTK student housing for the Fall 2022/Spring 2023 semesters. This request for approval to enter into a lease with Quarry Trail Apartments is the first of potentially several lease requests under this waiver.

### **BACKGROUND:**

The University of Tennessee, on behalf of its Knoxville campus (UTK), proposes to enter into master lease agreement for student housing in Knoxville, TN.

Enrollment at UT Knoxville continues to increase more than expected, creating the need for additional bed capacity for undergraduate students. Undergraduate applications for Fall 2022 have increased by over 30% from last year. UT Knoxville enrolled almost 6,000 new first-time students in Fall 2021 and our enrollment management team is projecting that enrollment could increase as high as 6,700 incoming students for Fall 2022.

First-time students are required to live on campus their first year in college to increase student success and retention. However, the increase in first-time student enrollment will significantly limit on-campus bed availability for continuing students. Historically, nearly 2,300 continuing students live on campus. Based on current enrollment projections, less than 1,000 continuing students will be able to live on campus for Fall 2022, representing a 50% decrease in on-campus options for continuing students.

Likely due to the increased demand for units on and around the UTK campus, area apartment complexes began their renewal processes earlier this year with some starting as early as September. To lock-in favorable pricing and begin securing blocks of rooms at properties located in close proximity to campus, there is a need to begin executing leases immediately. As a result, waiver of advertisement was requested and approved by SBC ESC December 20, 2021.

Retention concerns are most significant from first to second year, so it is imperative we expand housing options to accommodate more continuing students. In addition, a student's success is at risk when they don't have access to a safe and educational living environment, and we need the ability to work with management at apartment complexes who understand this and are willing to partner with the university on proper controls.

Quarry Trail was selected because of the proximity to campus, the units have comparable or upgraded amenities compared to on-campus housing, the units are fully furnished, and the rate is competitive. This complex also have a high volume of completely vacant units which allows UTK students to be housed together. Due to the short-term of the lease, there is no termination for convenience.

### **TERMS:**

The University proposes to lease up to 100 beds under a one (1) year lease term beginning August 2022 and ending August 2023. The University may also have four (4) one (1) year options to extend the leases. The units are a mix of one, two, three and four bedroom apartments and the average rate per bed is \$800 per month which includes utilities, cable and internet.

### **FUNDING:**

Funding for the lease payments will be funded by UTK through Plant Funds (Aux-Housing) (A).

### **REQUEST:**

Request approval to enter into master lease agreements.



## CERTIFICATION OF FUNDS

Please be advised that The University of Tennessee Knoxville has adequate resources that are not encumbered or otherwise obligated from which to make related payments in accordance with the real property leases at **various locations in Knoxville, Tennessee** in the amount of **Ten million eight hundred thousand and 00/100 dollars (\$10,800,000.00) per year.**

DocuSigned by:

*David Miller*

Date: 12/17/2021

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David L. Miller

Senior Vice President & Chief Financial Officer



**STATE OF TENNESSEE**  
**Department of General Services**  
**State of Tennessee Real Estate Asset Management**

**WRS Tennessee Tower, 24th Floor**

**312 Rosa L. Parks Ave.,**

**Nashville, TN 37243**

**Telephone: (615) 741-2315**

**STREAM USE ONLY**

**Date Received:**

**Received by:**

**Transaction #**

Real Estate Transaction Request Form RPM-1A (2/2018)

**Acquisition**

**Section I - Agency Information**

Agency	University of Tennessee		
Contact	Tony Hopson		
Phone #	865-974-2441		
E-mail Address	ahopson4@tennessee.edu	Requested Closing Date*	asap

\*Not less than 180 days from date of received

**Section II - Property Information**

Section II - <u>Property Information</u>				
Current Owner	Various Apartment Complexes	<u>Description of Building(s), if applicable</u>		
Property Address	See Executive Summary	Type of Building(s)	Apartment Complex	
		Number of Buildings		
City / County	Knoxville, TN	Descripton of Bldgs. - Attach list if more than two buildings	<u>Size</u>	<u>Year Built</u>
Assessor Map and Parcel	TBD			
Owner’s Deed Book & Page	TBD			
Size of Land (Acres)		Current Use of Property	Apartments	

**Section III - Action Requested**

<input checked="" type="checkbox"/> <b>- Acquisition</b> <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Leasehold <input type="checkbox"/> Easement / ROW <input type="checkbox"/> Gift	<input type="checkbox"/> <b>- Special Service</b> <input type="checkbox"/> Appraisal <input type="checkbox"/> Survey <input type="checkbox"/> Title Service <input type="checkbox"/> Other - Specify: <input type="checkbox"/> Inter-Agency Agreement <input type="checkbox"/> Transfer of Jurisdiction <input type="checkbox"/> Boundary Lines
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**Comment for Lead Sheet - Please explain, in detail, how the acquisition will benefit the State (include specific comment about any buildings on the property that may be demolished or used and the building(s) condition):**

Request for lease of apartment units - see Executive Summary.

**Section IV - Funding**

A	Total Estimated Cost			
B	Source of Funds	<input type="checkbox"/> - Gift	<input type="checkbox"/> - Agency Budget	<input type="checkbox"/> - Federal <input type="checkbox"/> - Other
	Sources	Amount	Fiscal Year	Type of Funds
1	Plant Funds (Auxiliary-Housing)(A)			TBD
2				
3				
4				
C	If the source of funding is a line item in the budget, please specify the line item.			
D	Who is paying the Real Estate Management ("REM") fee and other costs?		<input type="checkbox"/> - Funding Source	<input type="checkbox"/> - Other
	If Agency is paying REM fee, please complete the following information:			If other, please specify
	Allotment Code:	332.10		
	Fund:			
	Cost Center:			

**Section V - Seller Party Information**

Name	Various - see Executive Summary	Phone Number	
Mailing Address		E-Mail Address	
City / State / Zip	Knoxville, TN		

**Section V.a. - Third Party Intermediator**

Name		Phone Number	
Mailing Address		E-Mail Address	
City / State / Zip			

**Section VI - Required Information**

A	Does your agency have a master plan for its department?	<input checked="" type="checkbox"/> - YES	<input type="checkbox"/> - NO
B	If yes, is this property part of this master plan?	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
C	What is the last date the master plan was updated? Date:		
D	Are there any other costs (i.e., Immediate repairs) in addition to the acquisition?	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
E	Is the purchase contiguous to other State owned property?	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
F	Are there any agreements (i.e., Leases) that need to be cancelled?	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
G	Are there any required governmental approvals (i.e., SLAF, Wetlands, TVA, etc.,)	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
H	Are there any special requirements or issues that need to be addressed with STREAM?	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO
I	Are there additional Operating Expenses associated with this acquisitions	<input type="checkbox"/> - YES	<input checked="" type="checkbox"/> - NO

**Back-up Documents**

<input type="checkbox"/> - Photo of Building, if applicable
<input type="checkbox"/> - Map showing other State properties in relation to subject
<input type="checkbox"/> - Aerial Photo
<input type="checkbox"/> - Site Plan, if available
<input type="checkbox"/> - Master Plan, if applicable
<input type="checkbox"/> - Has a Phase I Environmental Site Assessment been done? Date report prepared:
<input type="checkbox"/> - Facility Assessment, if building(s) are to be retained
<input type="checkbox"/> - Third Party Cost Worksheet, if applicable
<input type="checkbox"/> - Transaction Screen Questionnaire
<input type="checkbox"/> - Copies of Governmental approvals, if required

**GENERAL - Information Agency feels is important to report/communicate**

See Executive Summary.

**Must be signed and dated by the requesting Agency Fiscal Officer**

Signed:	DocuSigned by: <i>David Miller</i> 8BFFC85430B140D...
Printed:	David Miller Date: 12/17/2021

**Must be signed and dated by the requesting Agency Head**

Signed:	DocuSigned by: <i>Austin Oakes</i> 97B8050F454D48F...
Printed:	Austin Oakes Date: 12/17/2021

## Master Lease Agreement

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This master lease agreement is dated \_\_\_\_\_, 20\_\_ and is between Quarry Trail (Knoxville) Propco LLC, a Tennessee limited liability company ("Lessor"), and The University of Tennessee, an instrumentality of the state of Tennessee ("University").

### **Background:**

- The University has a need for apartments for students in Knoxville, Tennessee that are being quarantined or isolated due to COVID-19.
- Lessor has space available in its apartment complex located at 3999 Highland Crest Way, Knoxville, TN, commonly known as "Quarry Trail" ("complex") and has agreed to lease to the University.
- The nature of the transaction between the University and Lessor is that the University will be responsible for paying rent to Lessor. University's students ("students") will occupy the space described in Schedule A.
- Lessor will require the students to sign agreements that bind the Lessor and students with respect to the use and occupancy of the spaces in the complex. Those agreements will relate to Lessor's rules and regulations. The University will not be a party to those agreements.

### **Agreement:** Lessor and University agree as follows:

1. **Term:** The term of this agreement begins at 12:01 AM Eastern Time on August 15, 2022 and ends at 11:59 PM Eastern Time on August 14, 2023.
2. **Termination:**
  - a. **When Allowed:**
    - i. **By Lessor:** Except as permitted under the Uniform Residential Landlord Tenant act, Lessor may only terminate this agreement for any specific unit if the student materially violates Lessor's rules and regulations and after providing not less than 5 days written notice to the University.
    - ii. **By University:** University may terminate this agreement for any specific unit immediately if a student occupying a unit dies
  - b. **Notice Requirement:** Either party must provide termination notice to the other in accordance with the Notice section of this agreement.
  - c. **Effect:** In the event that either party terminates this agreement for any particular unit, the University's obligation to pay for the unit will end on the effective date of the notice.

3. **Lease and Deliverables:** Lessor hereby leases to University and University hereby leases from Lessor the property (“units”) described in Schedule A, together with rights to utilize all common areas associated with the apartment complex in which the units are located. Lessor will provide the deliverables stated in Schedule A for as long as a unit is subject to this agreement. Lessor shall not charge the students for anything stated in Schedule A.
4. **Payment:** University shall pay the amounts listed in Schedule A. University shall pay Lessor the first installment within 10 days from the latter of the date of this agreement or occupancy on August 15, 2020, and each monthly installment thereafter by the 1<sup>st</sup> day of each month via ACH transfer. In the event that the University fails to pay by the 6<sup>th</sup> of each month, Lessor may charge a 1.5% late payment fee. Payment in full of the amounts set forth in Schedule A will constitute payment by University for the units and all services provided by Lessor under this agreement; neither University nor the students will be responsible for any charges for taxes, insurance, utilities, maintenance or any other items, except for costs associated with repairs to damages caused by students which will be the obligation of the student(s) causing such damage.
5. **Condition of Premises:** Lessor shall deliver possession of the units beginning at 10:00 AM Eastern Time on August 15, 2022. Lessor states that the units are in good order and repair.
6. **Damages:**
  - a. **Generally:** ***The University is not responsible for the acts or omissions of its students.*** The University’s sole obligation under this agreement is to pay the rent amounts listed in Schedule A. Accordingly, Lessor acknowledges that the individual residents are responsible for any costs associated with damages. Any liability of the University to Lessor and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the university under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.
  - b. **Ordinary Wear and Tear:** Students will not be liable for ordinary wear and tear.
7. **Rules and Regulations:** The University is not responsible for the students’ compliance with Lessor’s rules and regulations. Lessor is responsible for ensuring that students are aware of Lessor’s rules and regulations.
8. **Maintenance and Repairs:** Lessor shall maintain the units and the complex in good working order and in the same condition or better as exists on the date of this agreement. Lessor will ensure that the students are aware of how to request maintenance, including repairs.
9. **Fire and Other Casualties:** In the case of damage by fire or other casualty to the building in which the units are located, if the damage is so extensive as to render the units untenable, this agreement will terminate immediately for the affected units, and the rental costs will be apportioned to the time of the fire or casualty.

**10. Records; Audit:**

- a. Records: Lessor will maintain records for all expenses for which Lessor invoices the University under this agreement. Lessor will maintain its records for at least 5 years, and will maintain its records in accordance with generally accepted accounting principles.
- b. Audit: During the term of this agreement and for 5 years after the last payment from the University to Lessor under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Lessor's records that relate to this agreement.

**11. Debarment:** Lessor hereby states that the following are true statements:

- a. Lessor is not currently debarred by the U.S. federal government.
- b. Lessor is not currently suspended by the U.S. federal government.
- c. Lessor is not currently named as an "excluded" Lessor by the U.S. federal government.

**12. Background Checks:**

- a. General Obligation: Lessor will not knowingly assign any individual to provide services to University 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.
- b. Tennessee Abuse Registry; Tennessee Sex Offender: Lessor must inform the University's Office of Procurement Services immediately if any of Lessor's employees or sub-contractors are listed in:
  - i. The Tennessee Abuse Registry.
  - ii. The Tennessee Sex Offender Registry.
- c. Prompt Background Checks: If the University requests, Lessor must perform a comprehensive criminal background check on any Lessor employee or sub-contractor.

**13. Reporting:** If Lessor has actual knowledge of the items below, Lessor shall notify the University immediately if any of the following items occur in one of the units or elsewhere on Lessor's premises, provided Lessor is permitted to do so by applicable law:

- a. Crimes, including attempted crimes
- b. Emergencies involving personal injury to a student
- c. Alcohol consumption by minor students (provided Lessor has no obligation to monitor for same)

- d. Use of illegal drugs by students (provided Lessor has no obligation to monitor for same)

14. **Insurance**: Lessor shall comply with the insurance requirements stated in Schedule B.

15. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Lessor hereby attests that it shall not knowingly utilize 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.

16. **Force Majeure**: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.

17. **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

18. **Governing Law**: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability is governed by the Tennessee Claims Commission Act.

19. **Notice**:

- a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
  - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
  - ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

- c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Lessor:** Quarry Trail Operator, LLC  
3999 Highland Crest Way  
Knoxville, TN 37920  
Attn: James Graham  
Email: james.graham@cardinal.group

With copy to: Quarry Trail Operator, LLC  
262 Harbor Drive, 3<sup>rd</sup> Floor  
Stamford, CT 06902  
Attn: Jared Heuer  
Email: jheuer@rtealcorp.com

**University:**

Legal notices only; do not send invoices to this address:

The University of Tennessee  
5723 Middlebrook Pike  
Knoxville, TN 37921-5946  
ATTN: Real Property & Space Administration

Fax: 865-974-4231

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

20. **Registration with Tennessee Department of Revenue:** The Lessor hereby attests that it is not registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax because the Lessor does not engage in the business of selling, renting, or charging for any rooms, lodgings, or accommodations for a period less than ninety (90) days, and the University acknowledges that, pursuant to Tenn. Code Ann. § 12-3-306, the Lessor is not required to so register in order to enter into this agreement with the University.

21. **Iran Divestment Act:** The Lessor certifies, under penalty of perjury, that to the best of its knowledge and belief the Lessor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Lessor further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.



22. **Use of University Intellectual Property:** Except as allowed in this section, Lessor shall not use the University's name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Lessor may list the University's name in Lessor's list of clients.
23. **Third-Party Beneficiaries:** There are no third-party beneficiaries to this agreement. The University is not party to, and is not responsible for, any agreements between the Lessor and students directly.
24. **Severability:** The parties intend as follows:
- a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
  - c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
25. **Modification; Waiver:**
- a. **Modification:**
    - i. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
    - ii. Only the University's authorized officials have the authority to bind the University. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>. Approval of the State Building Commission and the State Attorney General will also be required for any amendment of this agreement.
  - b. **Waiver:** No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
26. **Counterparts:** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
27. **Compliance with law:** Lessor shall comply with all applicable laws, including the Tennessee Uniform Residential Landlord and Tenant Act and the Americans with Disabilities Act.

28. **Entire agreement:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Lessor's invoices, order forms, or other Lessor-provided items contain terms, Lessor acknowledges that Lessor's terms do not apply to the University. Further, in the event Lessor's website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Lessor states that such terms and conditions do not apply to University.

29. **End of Term:** Upon termination or expiration of this agreement, the University will peaceably surrender to the Lessor the units in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the University has no control or for which Lessor is responsible pursuant to this lease, excepted. The University will have no duty to remove any improvements or fixtures placed by it in the units or to restore any portion of the units altered by it, save and except in the event the University elects to remove any such improvement or fixture and such removal causes damages or injury to the units and then only to the extent of any such damages or injury.

The parties are signing this agreement on the date stated in the introductory clause. This agreement is not binding until signed by all parties below.

**UNIVERSITY**  
**The University of Tennessee**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR**  
**Quarry Trail (Knoxville) Propco LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legality:

**Tennessee Attorney General**

\_\_\_\_\_  
Herbert H. Slatery III, Attorney General and Reporter

**LESSOR NOTARY**

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

Before me, the undersigned notary of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, the within-named bargainor, a limited liability company, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as such officer.

WITNESS my hand and seal at office in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**UNIVERSITY NOTARY**

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned Notary Public for Knox County, \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of the University of Tennessee and that he/she as officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the University of Tennessee by himself as officer.

Witness my hand and seal, at office in, this \_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public.

My Commission Expires:

\_\_\_\_\_

## Schedule A

### Deliverables:

1. Electricity, HVAC, Sewer and Water: The rental amounts listed below include the costs of all utilities which will be provided in sufficient capacities for use of the units as residential apartments.
2. Wireless Internet: The rental amount also include wireless internet for the living room of each apartment unit.
3. Furniture: The rental amount also include use of the following furniture items:
  - a. Common area which is the living room and kitchen area: Couch, Club Chair, TV Stand, 50" TV, Coffee Table, End Table and Barstools
  - b. Bedroom: Full Size Bed, Desk, Chair, Nightstand and under-bed dresser.
4. Parking: Lessor will provide each unit (bed) with access to four parking spaces for a 4-bedroom unit and three parking spaces for a 3-bedroom unit. Lessor will waive any costs for parking and agrees to maintain its current parking to unit ratio.

### Residential Apartment Space:

#### Summary:

Total number of apartment units leased: Up to 100 beds (anticipate 25-4 br units – final units TBD and based on availability when lease is approved and ready for execution)

Total, aggregate cost per month: Up to \$960,000 per year (based on 100 beds)

Unit # and bedroom (list each unit specifically below)

Move-In Date

Units to be identified based on availability when lease is approved and ready for execution

August 15, 2022

Monthly Rental Payments: \*based on leasing 100 beds

Month	Payment	Month	Payment	Month	Payment
August 2022	\$42,666.67	December 2022	\$80,000.00	April 2023	\$80,000.00
September 2022	\$80,000.00	January 2023	\$80,000.00	May 2023	\$80,000.00
October 2022	\$80,000.00	February 2023	\$80,000.00	June 2023	\$80,000.00
November 2022	\$80,000.00	March 2023	\$80,000.00	July 2023	\$80,000.00
				August 2023	\$37,333.33

## Schedule B

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**Insurance requirements:** Lessor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis. Coverage must be maintained for the full term of the agreement.

**Commercial General Liability – Occurrence Form:** Policy must include bodily injury, property damage, and, and liability assumed under an insured agreement, including defense costs. The policy must be endorsed to include the following additional insured language: “The University of Tennessee, its affiliated organizations, successors, or assignees, its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Lessor.”

Minimum Limits:

General Aggregate \$ 2,000,000  
Products/Completed Operations Aggregate \$ 2,000,000  
Each Occurrence Limit \$ 1,000,000  
Personal/Advertising Injury \$ 1,000,000

**Automobile Liability:** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this agreement.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

**Umbrella/Excess Liability:** designed to provide liability protection above and beyond that provided by standard liability contracts. The Umbrella or Excess Liability policy must be Follow Form.

Minimum Limits:

Each Occurrence Limit	\$ 3,000,000
Aggregate Limit	\$ 3,000,000

### **Workers’ Compensation and Employers’ Liability**

Minimum Limits:

Each Accident \$ 100,000  
Disease, each employee \$ 100,000  
Disease, policy limit \$ 500,000

**Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee must be an additional insured to the full limits of liability purchased by the Lessor, even if those limits of liability are in excess of those required by this agreement.
2. The Lessor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this agreement must provide the required coverage and shall not be suspended, voided, or canceled except after 30 days' prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days' prior notice may be given. Lessor must provide notice to:

The University of Tennessee Office of Risk Management  
5723 Middlebrook Pike, Ste. 218  
Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Lessor or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

**Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an "A.M. Best" rating of not less than A- VII.

**Verification of Coverage:** Lessor shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of work under this agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this agreement or to provide evidence of renewal is a material breach of agreement.

All certificates required by this agreement must be sent directly to The University of Tennessee at the address shown. The project/agreement number and project description must be noted on the certificate of insurance. The University of Tennessee reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

**Subcontractors:** Lessor's certificate(s) must include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors are subject to the minimum requirements identified above.

**Approval:** Any modification or variation from the insurance requirements in this agreement must be made by the University's risk management department, whose decision will be final. Such action will not require a formal amendment to this agreement.

**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 desires to expand its student housing through a lease agreement (the “Lease”) effective as of January 25, 2022 with Sri Ganesha, LLC d/b/a Sleep Inn (the “Hotel”) with the Hotel being located at 3200 Dickerson Pike, Nashville, TN 37207; and

Whereas, pursuant to the Lease, TSU shall have exclusive access to the Hotel, including 58 rooms (the “Rooms”) that provide a total of ninety-seven beds (39 double bedrooms and 19 single bedrooms) and, in addition, all common spaces and parking; and

Whereas, each Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students, and TSU police and security will have access to the Hotel; 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 May 6, 2022, due to graduating students and other typical reductions in housing requests; and



Whereas, the Lease term runs from January 25, 2022, through May 6, 2022, the rate per room is one hundred and five dollars and no cents (\$105.00) per night (the “Rate”) and there are no additional fees for access to common areas or Hotel services; and

Whereas, the total cumulative Rate under the Lease is six hundred twenty-one thousand one hundred and eighty dollars and no cents (\$621,180.00); 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 Plant Funds (Non-Aux)(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 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 effective as of January 19, 2022.

Adopted by the Authority at its meeting on January 19, 2022.

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JASON E. MUMPOWER, SECRETARY  
TENNESSEE STATE SCHOOL BOND AUTHORITY

January 12, 2022

## Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with the Sleep Inn Hotel, located at 3200 Dickerson Pike, Nashville, TN 37207, to house TSU students for the Spring semester. Under the lease agreement, TSU will have access to 58 guest rooms, common spaces, and amenities including parking and laundry facilities.

## **Request**

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with Sleep Inn Hotel.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

The Sleep Inn Hotel will make available for TSU's use 58 rooms that will provide a total of 98 beds (40 double bed rooms, and 18 single bed rooms). Sleep Inn Hotel will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide residence services for our students residing in the Sleep Inn.

## **Benefit to TSU**

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase 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.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for our students (in the current Nashville housing market).
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT  
BETWEEN  
TENNESSEE STATE UNIVERSITY  
AND  
SRI GANESHA, LLC**

This Agreement is made as of January 24, 2022, 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," and **Sri Ganesha, LLC d/b/a Sleep Inn** having its principle office located at **3200 Dickerson Pike, Nashville, Tennessee 37207** hereinafter referred to as "Sleep Inn."

**WITNESSETH**

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

**A. Sleep Inn agrees to perform the following services:**

1. Sleep Inn will lease 58 hotel rooms, including 39 double rooms and 19 single rooms, located at 3200 Dickerson Pike, Nashville, TN 37207 (the "Leased Rooms") to the Institution for off-campus housing from **January 25, 2022 through May 6, 2022** (Term"). Each Leased Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to Sleep Inn common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. Sleep Inn shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. Sleep Inn staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
3. Sleep Inn shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. Sleep Inn shall provide the Institution with a certificate evidencing such coverage upon request.
4. TSU shall have exclusive access to the Sleep Inn premises throughout the Term. Sleep Inn shall not lease, license, or otherwise provide access to any portion of the Sleep Inn premises to any third party at any time during the Term.

**B. The Institution agrees to compensate Sleep Inn as follows:**

1. Rate of Compensation: One Hundred Five Dollars and No Cents (**\$105.00**) per room per night, total compensation not to exceed Six Hundred Twenty-One Thousand, One Hundred Eighty Dollars and No Cents (**\$621,180.00**).
2. Timetable for Payment: Monthly, in arrears.

If Sleep Inn is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Numbers has been assigned to Sleep Inn by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Sleep Inn premises and, upon request, shall have access to any security video recorded by Sleep Inn during the Term.
2. Institution administrative personnel may have access to Sleep Inn premises as needed.
3. Sleep Inn shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Sleep Inn premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days notice to Sleep Inn.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Sleep Inn shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Sleep Inn shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Sleep Inn rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Lease Rooms, Sleep Inn shall cooperate in Institution's student discipline procedures.
2. Non-Employment by State. Sleep Inn warrants that no part of the total contract amount provided herein shall be paid, 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, sub-contractor, or consultant to Sleep Inn in connection with any work contemplated or performed relative to this Agreement.
3. 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

3. Payments to Sleep Inn shall be made upon submittal of an invoice by Sleep Inn, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Sleep Inn has completely performed its duties under this Agreement.

If Sleep Inn is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to Sleep Inn by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Sleep Inn premises and, upon request, shall have access to any security video recorded by Sleep Inn during the Term.
2. Institution administrative personnel may have access to Sleep Inn premises as needed.
3. Sleep Inn shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Sleep Inn premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to Sleep Inn at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Sleep Inn shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Sleep Inn shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Sleep Inn rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Leased Rooms, Sleep Inn shall cooperate in Institution's student discipline procedures.
2. Non-Employment by State. Sleep Inn warrants that no part of the total contract amount provided herein shall be paid, 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, sub-contractor, or consultant to Sleep Inn in connection with any work contemplated or performed relative to this Agreement.

3. 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.

Sleep Inn also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.


4. Prohibition on Hiring 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, the Contactor attests, certifies, warrants, and assures that Sleep Inn 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.
5. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Sleep Inn certifies that to the best of its knowledge and belief, neither Sleep Inn nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under the Institution's contracts.
6. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
7. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, 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.
8. Responsibility. Institution is only responsible for the acts of its employees. Sleep Inn acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that Sleep Inn has a right to remove guests, but Institution is legal not and legally cannot be, liable for the acts of its students.

9. Receipts. Sleep Inn shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Sleep Inn insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
10. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, Sleep Inn hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
11. Non-Assignment. Sleep Inn shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
12. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
13. Forms. Sleep Inn agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
14. Notices.
  - a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: **wfain@tnstate.edu**.
  - b. **Bhavik Patel** is the Sleep Inn contact for this Agreement and can be reached at **tel: 770-548-7168**, or email: **gm.tn464@choic-hotels.com**.
15. 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.
16. Compliance with Laws. Sleep Inn shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set forth their signatures:

**SRI GANESHA, LLC**

By:   
Name: Bhowik Patel

General Manager  
Title

1/14/2022  
Date

**TENNESSEE STATE UNIVERSITY**

By:   
Dr. Glenda Glover

President  
Title

\_\_\_\_\_  
Date

**STATE OF TENNESSEE:**

Approved as to form and legality:

\_\_\_\_\_  
Herbert H. Slatery III, Attorney General and Reporter