

EMPLOYEE RESIDENTIAL LEASE AGREEMENT

by and between
THE TEXAS A&M UNIVERSITY SYSTEM
and

(Not to Exceed 2 years)

This Employee Residential Lease Agreement (“Lease”) is entered into by and between **THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM (“A&M SYSTEM”)**, an agency of the State of Texas, as landlord, and _____, as tenant (“TENANT”). This Lease will be managed and administered on behalf of **A&M SYSTEM** by _____ (“_____”), a member of The Texas A&M University System, an agency of the State of Texas.

RECITALS

WHEREAS, TENANT is an employee of _____ whose UIN # is _____ and desires to lease the property described below for his/her residence;

WHEREAS, while TENANT is employed by _____, **A&M SYSTEM** desires to lease the property described below to TENANT under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, mutual covenants, conditions and obligations in this Lease, **A&M SYSTEM** and TENANT agree to the following terms, conditions, obligations, covenants, duties and rights set forth herein.

ARTICLE 1
LEASED PROPERTY

1.1 Exclusive Use. **A&M SYSTEM**, in consideration of rent, if any, mutual covenants and obligations of this Lease, hereby leases to TENANT the exclusive use of the following described property:

The _____ located at _____,
_____, _____ County,
Texas (hereinafter referred to as the “Leased Property”).

The Leased Property will be furnished with a furniture package consisting of the following:

_____.

1.2 “AS-IS” Condition. TENANT has examined the Leased Property and accepts the Leased Property as being clean and in good condition and repair, in its "AS-IS" condition. THERE

ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

1.3 Vehicle Parking. All vehicles must be parked in the designated parking areas. All vehicles located at the Leased Property must be operational.

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

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

TENANT is responsible for and pay for all fees, costs, and expenses (including all deposits and monthly usage charges) associated with any and all utilities not listed above.

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

1.6 Permitted Use. **TENANT** must use the Leased Property for single-family dwelling purposes only. Use of the Leased Property for business, commercial or other purposes is strictly prohibited. **TENANT** must not cause or permit a nuisance on the Leased Property, and must comply with all covenants, laws, rules, regulations and ordinances applicable to the Leased Property.

1.7 Occupants and Guests. The Leased Property may be occupied by **TENANT** and only the following individual(s) (collectively, "Occupants"):

<u>Name</u>	<u>Relationship to Tenant</u>
_____	_____
_____	_____
_____	_____

No guests of **TENANT** or Occupants may remain on the Leased Property in excess of two weeks without the prior written permission of _____'s _____.

1.8 Access. For emergency and security purposes, for inspecting and maintaining the Leased Property and for making any necessary repairs or adjustments, **A&M SYSTEM** reserves the right to enter and inspect the Leased Property at any time. **A&M SYSTEM** may also enter the Leased Property to ensure **TENANT** is complying with the terms of this Lease and for showing the Leased Property to prospective purchasers or tenants.

1.9 Security. **TENANT** will be supplied with a means of access to the Leased Property (i.e. key). **A&M SYSTEM** reserves the right to exclude and/or eject any person(s) from the Leased Property. During the term of this Lease, **TENANT** expressly assumes the responsibility for compliance with the terms and conditions of this Lease by all persons (adult or minor) that may occupy or visit the Leased Property.

1.10 Maintenance. **A&M SYSTEM** will maintain the Leased Property in good repair and condition, and repair any damage arising from the act or negligence of **TENANT**, Occupants, or their guests, agents, visitors, and invitees, at **TENANT**'s expense. **A&M SYSTEM** will invoice **TENANT** for such maintenance and repairs and **TENANT** must pay such invoice within 10 days of receipt. **TENANT** must give **A&M SYSTEM** written notice sent pursuant to Section 10.1 of any condition requiring repair or maintenance. **A&M SYSTEM** will not be required to repair a condition unless and until **TENANT** notifies **A&M SYSTEM** of the condition in writing and **TENANT** has paid all Rent and other charges then due.

1.11 Emergencies. **TENANT** may call _____ at _____ to report emergencies that affect the Leased Property and that threaten **TENANT**'s physical health or safety.

ARTICLE 2 TERM

2.1 Term. The term of this Lease will commence on _____ (the "Commencement Date") and expire on _____, unless terminated sooner pursuant to this Lease (the "Term"). This Lease may be terminated for any reason by either party upon 30 days' prior written notice.

2.2 Continuation of Employment. As a condition to the continuation of this Lease, **TENANT** must remain employed by _____ during the Term. If **TENANT**'s employment with _____ terminates, for any reason, during the Term, then this Lease will terminate and **TENANT** will have three days to remove **TENANT**'s personal property and vacate the Leased Property. Prepaid rent, if any, will be pro-rated and refunded to **TENANT** after deducting any amounts due to **A&M SYSTEM** under this Lease.

ARTICLE 3
RENT

[INSTRUCTION: IF NO RENT AND/OR DEPOSIT IS REQUIRED, ENTER "N/A".]

3.1 Rent. Upon execution of this Lease, and no later than the fifth day of each month thereafter, **TENANT** must pay **A&M SYSTEM** rent in the amount of \$ _____ per month ("Rent"). If the date of occupancy begins at any time other than the first of the month, the Rent will be pro-rated accordingly. **IF THE RENT IS NOT PAID BY THE DUE DATE, A PENALTY OF \$5.00 PER DAY WILL BE ASSESSED FOR EACH DAY AFTER THE DUE DATE UNTIL PAID.**

It is the **TENANT's** responsibility to ensure rent is paid timely and in the manner established by this Lease. Checks mailed through the U.S. Postal Service will be credited on the day the check is delivered to the address below. Rent and any other payments due under this Lease must be made payable to _____ and delivered to:

Attn: _____

_____, Texas _____

3.2 Security Deposit. In addition to the Rent, upon execution of this Lease, **TENANT** must pay a deposit ("Deposit") in the amount of \$ _____, to be paid in one payment at the beginning of the Lease or in equal installments of \$ _____ for the first ____ months of the Term. The Deposit is not applied to the last month's rent. Provided **TENANT** has given **A&M SYSTEM** written notice of **TENANT's** new address, the Deposit will be refunded to **TENANT** within 30 days following the end of the Term, after subtracting from the Deposit all amounts applied to outstanding utility or cleaning charges or to cure any breach of the Lease by **TENANT**. If **TENANT** defaults, **A&M SYSTEM** may use the Deposit to pay arrears of Rent, to repair any damage caused by **TENANT**, or to pay any expense or liability incurred by **A&M SYSTEM** as a result of **TENANT's** default.

ARTICLE 4
CONDEMNATION AND CASUALTY

4.1 Condemnation. If a condemnation proceeding results in a total or partial taking of the Leased Property, this Lease will terminate effective on the date of taking. Any prepaid Rent will be reimbursed to **TENANT**, and **A&M SYSTEM** will receive the monetary award from the condemning authority.

4.2 Casualty. If damage occurs to the Leased Property, but not to an extent that the Leased Property is not viable for **TENANT's** use, at **A&M SYSTEM's** sole determination, the designated Rent amount will be equitably adjusted. **A&M SYSTEM** will commence repair of such

damage no later than 10 calendar days after **A&M SYSTEM** receives written notice of the damage, and **A&M SYSTEM** will use all due diligence in repairing the damage.

If damages result in destruction of the Leased Property to such an extent that substantially all of the Leased Property is not available for **TENANT's** use, all prepaid Rents will be refunded on a pro-rata basis and this Lease will be terminated. Alternatively, if **A&M SYSTEM** is able to provide housing suitable for **TENANT's** use and such alternative housing meets **TENANT's** housing needs, then in **A&M SYSTEM's** sole opinion, **A&M SYSTEM** may elect to offer such housing to **TENANT** under the same terms, conditions, and amount as this Lease.

ARTICLE 5

COVENANTS AND OBLIGATIONS OF TENANT

5.1 Personal Property.

- A. Ownership: All of **TENANT's** personal property located in the Leased Property will be under the sole control and ownership of **TENANT**, subject to **A&M SYSTEM's** rights available under law and equity.
- B. Affixed: **TENANT** must not attach or affix any personal property to the Leased Property in such a manner as to cause damage if removed, without the prior written consent of **A&M SYSTEM**. Any property attached or affixed to the Leased Property, in such a manner as to cause damage if removed, will at **A&M SYSTEM's** sole election be deemed to be part of the real property and will belong to **A&M SYSTEM**, or will be ordered removed with **TENANT** bearing the cost of renovation and repair of any damage caused by the removal.
- C. Prohibited Uses: No candles, incense burners or anything with an open flame is permitted in the Leased Property. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment may be used or permitted in the Leased Property.
- D. Lien: In the event **TENANT** fails to pay rent, **A&M SYSTEM** expressly retains a statutory lien and a contractual lien for unpaid rent that is due against all of **TENANT's** non-exempt personal property that is in the Leased Property and may seize such non-exempt property if **TENANT** fails to pay rent. Subchapter C, Chapter 54, Texas Property Code governs the rights and obligations of the parties regarding **A&M SYSTEM's** statutory lien. **A&M SYSTEM** may collect a charge for packing, removing, or storing property seized in addition to any other amounts **A&M SYSTEM** is entitled to receive. **A&M SYSTEM** may sell or dispose of any seized property in accordance with the provisions of §54.045, Texas Property Code. **A&M SYSTEM** has a contractual lien on all of **TENANT's** property removed and stored after surrender, abandonment, or judicial

eviction for all sums **TENANT** owes, except that **A&M SYSTEM's** lien on property listed under Texas Property Code § 54.042 is limited to charges for packing, removing, and storing.

5.2 Termination of Lease.

- A. Intent to Vacate: **TENANT** hereby acknowledges and agrees that **TENANT** must give written notice of Intent to Vacate the Leased Property at least 30 calendar days in advance of the date on which **TENANT** intends to move out.
- B. Holdover: **TENANT** acknowledges and agrees that the Leased Property must be vacated on the date specified in the notice of Intent to Vacate or upon the expiration or other termination of this Lease. Should **TENANT** fail to vacate the Leased Property at that time, the resulting tenancy will be at a rental rate of \$ _____ per day based on the time **TENANT** holds over. This charge will continue to accrue for each day or part of a day the **TENANT** remains in the Leased Property.
- C. Property Removal and Cleaning: Upon termination of this Lease for any reason, **TENANT** must remove all of its personal property from the Leased Property on or before the termination date, and must leave the Leased Property clean and in a condition equal to or better than the condition which existed at the commencement of this Lease, normal wear and tear excepted. **TENANT** must not remove any fixtures or improvements which it constructed on the Leased Property, except for the rights of removal as may be expressly granted in this Lease, or as may be granted in writing by **A&M SYSTEM**. Any excessive cleaning charges incurred by **A&M SYSTEM** or expenses related to damages to the Leased Property caused by **TENANT's** removal of furnishings, fixtures, apparatus and personal property must be reimbursed by **TENANT** and may be deducted from **TENANT's** Deposit, as authorized by **TENANT** below. If **TENANT** refuses or fails to remove all of its personal property, **A&M SYSTEM**, at its sole option, can elect the following, subject to applicable law:
1. **A&M SYSTEM** can retain some or all of the personal property, and **A&M SYSTEM** will have all rights, title, ownership and possession to and of the personal property, including the ability to sell, assign and/or use the personal property; or
 2. **A&M SYSTEM** can remove and dispose of some or all of the personal property and invoice **TENANT** for the cost of the removal and disposal or withhold same from **TENANT's** Deposit.
- D. Keys: All keys to the Leased Property must be returned to _____ by 5:00 p.m. on the move-out date. Failure to return the keys will result in additional charges to **TENANT**.

E. Authorization: If a Deposit was paid by TENANT, TENANT authorizes _____ to withhold from TENANT's Deposit, money to cover any unpaid Rent, utilities or other expenses associated with TENANT's obligations and responsibilities under this Lease, including but not limited to any expenses resulting from TENANT's default hereunder.

5.3 Liability. If the Leased Property is damaged as the result of the willful misconduct or negligence of TENANT, Occupants, or their invitees, TENANT must pay A&M SYSTEM the entire loss upon written demand.

5.4 Insurance. TENANT IS HEREBY ADVISED THAT A&M SYSTEM CARRIES INSURANCE ONLY ON A&M SYSTEM-OWNED BUILDINGS AND PROPERTY AND SUCH INSURANCE WILL NOT COVER THE COST OF REPLACING TENANT'S PROPERTY AND PERSONAL ITEMS. A&M SYSTEM IS NOT LIABLE TO TENANT FOR DAMAGES TO PERSONAL PROPERTY, FURNITURE, OR EQUIPMENT CAUSED BY FIRE, WATER, SMOKE, UTILITY, EQUIPMENT MALFUNCTION OR ANY OTHER REASON. TENANT IS ENCOURAGED TO MAINTAIN PERSONAL PROPERTY INSURANCE (ALSO KNOWN AS "RENTER'S INSURANCE") TO COVER 100% OF THE REPLACEMENT COST OF ALL OF TENANT'S PERSONAL PROPERTY LOCATED IN THE LEASED PROPERTY.

5.5 Release. TENANT, IN CONSIDERATION OF A&M SYSTEM'S AGREEMENTS CONTAINED HEREIN, HEREBY RELEASES A&M SYSTEM, AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES AND COURT COSTS), DEMANDS, AND CAUSES OF ACTION, KNOWN AND UNKNOWN, RELATING IN ANY WAY TO THE CONDITION OF THE LEASED PROPERTY OR TENANT'S USE OF THE LEASED PROPERTY. THE RELEASE CONTAINED HEREIN (A) WILL SURVIVE THE END OF THE TERM OF THIS LEASE AND (B) WILL APPLY EVEN IF A CLAIM, INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF A&M SYSTEM BUT WILL NOT APPLY TO THE EXTENT A CLAIM, INJURY OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A&M SYSTEM.

5.6 Indemnity. TENANT INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS A&M SYSTEM, AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY INJURY TO PERSON OR DAMAGE TO PROPERTY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEYS' FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN, ON OR AROUND THE LEASED PROPERTY. THE INDEMNITY CONTAINED HEREIN (A) WILL SURVIVE THE END OF THE TERM OF THIS LEASE AND (B) WILL APPLY EVEN IF AN INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF A&M SYSTEM BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A&M SYSTEM.

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

5.8 Alterations. **TENANT** may not alter the Leased Property without prior written approval of **A&M SYSTEM**. No holes will be drilled or nailed into the walls, woodwork, or floors.

5.9 Lawn Maintenance and Garden Areas. **TENANT** is responsible for and must maintain the lawn and yard throughout the term of this Lease. In addition, it is the sole responsibility of **TENANT** to weed and maintain any garden(s) and/or flowerbed(s).

In the event **TENANT** fails to maintain the lawn, yard and/or garden/flowerbed area(s) as required, **A&M SYSTEM** will give written notice thereof to **TENANT**, and if **TENANT** fails to commence such maintenance within five days following receipt of such notice or neglects to complete such maintenance with reasonable diligence, **TENANT** will be deemed in default under the Lease.

5.10 Antennas and Aerials. **TENANT** may not erect radio or television antennas or aerials of any type without prior written approval of **A&M SYSTEM**.

5.11 Signs. **TENANT** may not display signs, placards or banners of any type on the Leased Property.

5.12 Pets. Only _____ is/are permitted in or on the Leased Property, with the exception of service animals for which a reasonable accommodation is required under applicable law.

5.13 Storage. Portable storage buildings are permitted on the Leased Property with the prior written consent of **A&M SYSTEM**. Any and all personal property, with the exception of bicycles and barbecue grills, must be stored in a portable storage building and may not otherwise be stored around the exterior of the residence.

5.14 Unauthorized Appliances or Heating Devices. The installation of any additional or replacement appliances must be approved in writing by **A&M SYSTEM** prior to installation. **TENANT** must obtain written permission from **A&M SYSTEM** before using any devices or appliances for heating, other than those provided by **A&M SYSTEM**.

5.15 Smoking and Illegal Drugs. Use or possession of illegal drugs on, around, or near the Leased Property or any property owned by **A&M SYSTEM** is strictly prohibited. Smoking in the Leased Property is also strictly prohibited.

ARTICLE 6
DEFAULT BY TENANT/A&M SYSTEM'S REMEDIES

6.1 **Default by TENANT.** Defaults by **TENANT** are: (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Leased Property, (c) failing to maintain lawn, yard and garden area(s) in accordance with Section 5.9, and (d) failing to comply within 10 days after written notice from **A&M SYSTEM** with any term, covenant, provision, or condition of this Lease other than the defaults set forth in (a), (b) and (c) above.

6.2 **A&M SYSTEM's Remedies Upon TENANT's Default.** **A&M SYSTEM's** remedies for **TENANT's** default are to (a) enter and take possession of the Leased Property, after which **A&M SYSTEM** may relet the Leased Property on behalf of **TENANT** and receive the Rent directly by reason of the reletting, and **TENANT** agrees to reimburse **A&M SYSTEM** for any expenditures made in order to relet; (b) enter the Leased Property and perform **TENANT's** obligations; and (c) terminate this Lease by written notice and sue for possession or damages or both.

6.3 **Right to Cure.** In the event **A&M SYSTEM** determines that **TENANT's** default creates an emergency situation, **A&M SYSTEM** may correct any or all of the defaults, and include the costs of such corrections in the next month's Rent; provided, that **A&M SYSTEM** gives written notice to **TENANT** of the corrections undertaken and the cost of such repairs, with supporting documentation (e.g., invoices).

ARTICLE 7
TEXAS PROPERTY CODE

If and to the extent that Chapter 92 of the *Texas Property Code*, which governs residential tenancies, applies to this Lease, certain rights and certain duties may be imposed on **A&M SYSTEM** and **TENANT**, including but not limited to those found in Sections 92.056 and 92.0561 of the *Texas Property Code*. To the extent that there are any inconsistencies between Chapter 92 of the *Texas Property Code* and the terms of this Lease, the terms of this Lease will take precedence to the extent allowed by law. **TENANT** may also have special statutory rights to terminate this Lease early in certain situations involving family violence, military deployment or transfer or certain sexual offenses and stalking.

ARTICLE 8
DEFAULT BY A&M SYSTEM/TENANT'S REMEDIES

8.1 **Default by A&M SYSTEM.** Defaults by **A&M SYSTEM** are (a) failing to comply with any provision of this Lease within 30 days after written notice, (b) failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within 10 days after written notice, unless such condition results from **TENANT's** actions, and (c) inability of **TENANT** to use the Leased Property for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority.

8.2 **TENANT's Remedies Upon A&M SYSTEM's Default.** TENANT's remedies for A&M SYSTEM's default are to terminate this Lease and terminate all or any of TENANT's obligations under this Lease upon written notice to A&M SYSTEM.

ARTICLE 9
ASSIGNMENT AND SUBLETTING PROHIBITED

TENANT must not assign or sublet this Lease. Any attempt to assign or sublet this Lease by TENANT will be a default hereunder.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 **Notices.** Any notices required or permitted under this Lease must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TENANT: _____

Phone: _____
Email: _____

A&M SYSTEM: _____

Phone: _____
Email: _____

with copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

10.2 **Governing Law and Mandatory Venue.** This Lease is construed under and in accordance with the laws of the State of Texas. Mandatory venue for all legal proceedings against A&M SYSTEM is to be in the county in which the primary office of the chief executive officer is located.

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

10.4 Waivers. One or more waivers of any covenant, term or condition of this Lease by either party will not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

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

10.6 Entire Agreement. This Lease constitutes the sole and only agreement between the parties to this Lease with respect to the subject matter of this Lease and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Lease. This Lease will not be construed more or less favorably among the parties by reason of authorship or origin of language.

10.7 Amendment. No amendment, modification, or alteration of the terms of this Lease will be binding unless the same be in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

10.8 Parties Bound. This Lease will be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.

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

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

10.11 Force Majeure. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Lease and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either party to proceed with or continue the performance under this Lease or any part thereof, then said failure will be excused for the duration of such event and for such a time thereafter as is

reasonable to enable the parties to resume performance under this Lease, provided however, that in no event will such time extend for period of more than 30 days. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto will be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Lease.

10.12 Debarment. **TENANT** represents and warrants, to the best of its knowledge and belief, that neither **TENANT** nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. **TENANT** must provide immediate written notice to **A&M SYSTEM** if, at any time **TENANT** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **TENANT** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

10.13 Conflict of Interest. By executing this Lease, **TENANT** and each person signing on behalf of **TENANT** certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of **A&M SYSTEM** or **A&M SYSTEM**’s Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by **A&M SYSTEM**, has direct or indirect financial interest in this Lease, or in the services, if any, to which this Lease relates, or in any of the profits, real or potential, related thereto.

10.14 Public Information Act. Notwithstanding any provisions of this Lease and/or any amendment(s) to this Lease to the contrary, **TENANT** understands that **A&M SYSTEM** is obligated to strictly comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) (“TPIA”), in responding to any request for public information pertaining to this Lease, as well as any other disclosure of information required by applicable Texas law or court order (“Other Laws”). Information, documentation, and other material generated or otherwise obtained in connection with this Lease may be subject to public disclosure pursuant to the TPIA or Other Laws, and **A&M SYSTEM**’s disclosure of such information will not give rise to any action by **TENANT** against **A&M SYSTEM**.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXECUTED this _____ day of _____, 20__.

A&M SYSTEM:

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of _____

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 20__.

TENANT

By: _____
Name: _____
Title: _____