

Guide to Leases and Use Agreements

Middle Tennessee State University
2018

Consists of these six parts:

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In addition, the following documents can be downloaded in their native Word™ and Excel™ formats for further use.

Solicitation Documents

L 00100	Advertisement for Lease Proposals
L 00450	Lease Proposal Quotation Form
L 00515	Lease Agreement form (MTSU institution is Lessee)

Administrative Forms

L 30435	Certification of Funding for Lease Obligation
L 30563	F&A Space Action Request FA-0006
L 30565	F&A Office Space Requirements Analysis RSM-1A
L 30567	F&A Supplementary Data Questionnaire RSM-1B
L 30650	Proposal Analysis and Summary
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L 40501	Mutual Use Agreement
L 40503	Transient Use Agreement
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CHECKLIST FOR PRE-REVIEW AND APPROVAL DOCUMENTS

Space Lease Pre-Review Package

- ▢ Space Action Request
- ▢ Office Space Requirements Analysis
- ▢ Supplemental Data

- ▢ Enrollment history and projections

- ▢ Justification

Ground Lease Pre-Review Package

- ▢ Real Estate Transaction Request Form RPM-1,
which includes: ▢ Land Acquisition Questionnaire
▢ Land Disposal Questionnaire
- ▢ Recorded Deed to Property
- ▢ Survey of property
- ▢ Tax Assessor's Map ▢ Facilities Evaluation
- ▢ Environmental Identification
- ▢ Supplemental Data
- ▢ Enrollment history and projections
- ▢ Justification

Space Lease Approval Package

- ▢ Routing cover memo
- ▢ unsigned copy of lease agreement form (*Check execution flow for signature requirements.*)
- ▢ certification of funds
- ▢ statement of financial interest
- ▢ Space Action Request
- ▢ Office Space Requirements Analysis
- ▢ Supplemental Data
- ▢ summary of analysis
- ▢ Enrollment history and projections
- ▢ program documentation
- ▢ advertisement
- ▢ proposals

Ground Lease Approval Package

- ▢ routing cover memo
- ▢ unsigned copy of lease agreement form (*Check execution flow for signature requirements.*)
- ▢ certification of fund
- ▢ routing cover memo
- ▢ statement of financial interest
- ▢ Real Estate Transaction Request Form RPM-1,
which includes: ▢ Land Acquisition Questionnaire
▢ Land Disposal Questionnaire
- ▢ Recorded Deed to Property
- ▢ Survey of property
- ▢ Tax Assessor's Map
- ▢ Facilities Evaluation
- ▢ Environmental Identification
- ▢ Supplemental Data
- ▢ summary of analysis
- ▢ Enrollment history and projections
- ▢ program documentation
- ▢ advertisement
- ▢ proposals

ASSEMBLING A REQUEST FOR PROPOSAL FOR LEASE SPACE

1. Before using any of these instruments, the involved administrators at MTSU institutions should review and be familiar with the summary *Flow Chart of Lease Approval Process* in the *Guide to Lease Solicitation* or at <http://www.MTSU.state.tn.us/facilities/forms/leasflo.pdf> on the CPCA website <http://www.MTSU.state.tn.us/facilities/>. Transient, Tenant, and Mutual Use Agreements do not require this process when properly used in their intended circumstances, but may still be subject to review and/or approval in the MTSU central office.

2. General note about editing the MTSU CPCA standards:
 - a) When viewed on or printed from the website, standards contain footers similar to the bottom of this page. When editable documents are downloaded from the website, the words “Based on Jan ’05 Std” appear in the lower left in place of “MTSU CPCA January 2018 Standard”, and “Lease Development Documents” is omitted in the second line.

 - b) When editing a document for a specific use, MTSU CPCA recommends filling in a simple transaction name where “Lease Development Documents” appears in the Standards. This simple transaction name should be similar to the “Working Name of Needed Space” that the user fills in on document *00100 Advertisement for Lease Proposals*.

3. Standard documents used in preparing a *Request for Proposals* to solicit lease space:

Number	Name	How Used
00100	Advertisement for Lease Proposals	fill in before issuance
00250	Instructions to Lease Proposers	use as is
00255	Criteria for Lease Proposal Evaluation	use as is
00450	Lease Proposal Quotation Form	fill in partly before issuance
00455	List of Entities Having Financial Interest	use as is
00465	Lease Proposal Bond Form	use as is
00475	Lease Proposal Terms and Conditions	use as is
00485	Proposal Supplement for Option to Purchase	use as is
00515	Lease Agreement form for MTSU as Lessee	use as is, fill in after selection
00535	Authentication Form for Lease	use as is
00543	Automated Clearing House Agreement Form	use as is
00545	Substitute W-9 Form	use as is
01115	Specifications for Office Space	use as is

01135	Specifications for Educational Space	not yet available
01175	Building Description and Data Schedule	use as is
01185	Utility Services for Proposed Building	use as is

4. Filling in the *Advertisement for Lease Proposals*

a) Institution:

Just the institution name. No address.

b) Working name of Needed Space:

Make it meaningful – perhaps descriptive of the intended use – and very short.

c) Brief description of need:

Mention approximate total square footage, general overall type of space, probable total occupancy, general location (ie. neighborhood desired).

d) Summary of Location Restrictions:

Be as specific as possible about desired location. If possible, identify boundaries such as streets and/or city limits. Identify desired proximity to public transportation and amenities.

e) Summary of Space Requirements:

Mention total usable square footage, if possible distinguishing between office, classroom, and other uses. Mention whether a single floor is desired or required, whether multi-tenant occupancy is acceptable, whether street-level is desired or required, and how much parking. Identify intended number of occupants, preferably distinguishing between faculty/staff and students/clients. If programmatic sketches or diagrams are available for inclusion in the RFP Package, say so.

f) Summary of Lease Term Requirements:

Mention desired date of first occupancy, preferred duration of lease, and that 90-day Termination for Convenience is included.

g) Instructions for obtaining copies of the complete Request for Proposal:

Identify the person and all pertinent contact information.

h) Deadline and Location for Submission of Proposals:

Identify the time, date, physical location, and a mailing address.

5. Advertising the Lease (if required)

The State Architect's website <http://www.state.tn.us/finance/cpm/archit.html> has SBC Policy and

Procedures posted at <http://www.state.tn.us/finance/cpm/policy.pdf>, in which item 7 paragraphs 7.01.A–E provide detailed requirements for advertising, as well as the criteria for whether advertising is required. See also the *Flow Chart of Lease Approval Process*.

6. Filling in the *Lease Proposal Quotation Form*

For the *Request for Proposal* Package, fill in only the “To” portion at the top of page 1 with the physical location and mailing address, the same as in the Advertisement. There should be no need for any other alterations.

7. Other documents that must be provided by the institution:

a) Description of the usable space needed.

- 1) If the need has been pre-reviewed, there should have already been a *Space Action Request* and an *Office Space Requirements Analysis* completed, and these can be included. A similar programmatic list of usable space can be used instead.
- 2) Before writing, review the *Standard Specifications for Office Space*. CPCA plans to eventually issue similar *Standard Specification for Educational Space*.
- 3) If the *Standard Specifications*, *Space Action Request*, and *Office Space Requirements Analysis* do not provide sufficient detail for the needed space, prepare an outline specification suitable for the particular need. Address deviations from the *Standard Specifications*, and provide additional requirements for spaces not addressed by the *Standard Specifications*. Include minimum construction details, such as:
 - Type of Building, including floor load capacity
 - Elevator availability, if applicable
 - Heating, air conditioning, and mechanical ventilation
 - Lighting, interior and exterior
 - Minimum electrical service capacity and electrical outlets
 - Floor coverings, ceilings, wall finishes, window treatments
 - Minimum restrooms and drinking fountains
 - Special plumbing needs (such as for class labs)
 - Door signs, directory board service, and keys
 - Special relationships of spaces to each other

b) Standard cover letter for transmitting the *Request for Proposal* package to prospective proposers that are known in advance or who respond to the advertisement.

- c) Standard envelope to be given to each proposer and in which they are to submit their proposal, in accordance with Section 00250 *Instructions for Submission of Proposal* subparagraph 9.a.
- 1) Large enough to accommodate several unfolded 8½ x 11 pages, photographs, and folded floor plans.
 - 2) Pre-addressed for the location where proposals are to be submitted.
 - 3) Marked prominently to identify it as one of the lease proposals, without interfering with standard mail-envelope conventions, so that it can be assured of proper and prompt handling when received.

COMPLETING CONTINUING USE AGREEMENTS

1. Types of Agreements NOT covered:
 - a) **Leases subject to SBC oversight**
Major leases are subject to the Standard Documents for a Request for Proposal for Lease Space, and their instructions are the main topic of the Guide to Leases and Use Agreements.
 - b) **Event-Oriented Use Agreements**
For short-term use of facilities for a specific event, such as a concert, festival, special competition, or single-day educational conclaves, the requirements continue to be those set forth in MTSU Guideline B-030.
2. Types of Agreements covered:
 - a) **Tenant Use Agreements** which are arrangements similar to a lease, but occurring between two MTSU institutions.
 - b) **Transient Use Agreements**
 - 1) provide short-term, continuing, non-exclusive use of facilities, such as evening use of high school space as a teaching extension site for a semester
 - 2) distinct from the event-oriented Use Agreement in Guideline B-030
 - 3) can be for MTSU use of non-MTSU facilities, or non-MTSU use of MTSU facilities
 - c) **Mutual Use Agreements**
 - 1) similar to Transient Use, except that both parties make use of each other's spaces
 - 2) between two MTSU institutions or one MTSU institution and a non-MTSU entity
 - 3) instead of financial compensation, the consideration is the mutual use of each other's facilities
3. Tenant, Transient, and Mutual Use Agreements are simplified versions of the standard lease, designed for the less-formal arrangements described above. They are not subject to most SBC and MTSU lease approval processes when properly used in their intended circumstances, but may still be subject to review and/or approval in the MTSU central office, and are subject to the same signature requirements set forth in Guideline B-030 for other use agreements.
4. **Standard Terms and Conditions** are provided containing the "boilerplate" fixed provisions, so that the Agreement forms focus on the permissible variables, and editing is less likely to result in the insertion of unacceptable clauses or removal of necessary ones.
5. General note about editing the MTSU CPCA standards:
 - a) When viewed on or printed from the website, standards contain footers similar to the bottom of this page. When editable documents are downloaded from the website, the

identifying words “MTSU CPCA January 2018 Standard Leases and Use Agreements” are omitted.

- b) When editing a document for a specific use, it is recommended that a simple transaction name be inserted here.

6. **Completing a Tenant Use Agreement.**

- a) **In the opening**, leave the date blank until final execution, and fill in the names of the parties.
- b) The blank space below **paragraph A** can be used to stipulate exceptions, modifications, or additions to the Standard Terms and Conditions, which are referenced in the boilerplate. Such changes can also be made in a separate document referenced here; however, it is best to fill in “No exceptions taken” in the space.
- c) **Paragraph B** identifies the subject space by address, building name, room numbers within a named building, or any other mutually acceptable means. If needed, make reference to an attached drawing.
- d) **Paragraph C** addresses when the space will be used, with typical blanks provided for stipulating start and end dates, rental amounts, and notice for termination.
- e) **Paragraph D** has boxes akin to a standard lease which should receive an “X” in all that represent services and utilities to be provide by the “Holder” or host institution.
- f) **Signature spaces** may be modified to suit the parties, and should give the name, title, and affiliation of each signatory.

7. **Completing a Transient Use Agreement**

- a) **In the opening**, leave the date blank until final execution, and fill in the names of the parties.
- b) The blank space below **paragraph A** should reference the current version of standard mutual use terms and conditions, and can also refer to a separate document that enumerates exceptions, modifications, or additions.
- c) **Paragraph B** identifies the duration of the agreement. Fill in start and end dates, and a number of days advance notice for termination.
- d) **Paragraph C** should be filled in with the total amount for the entire Agreement Term, the amount per installment, and the frequency of installments, such as “\$1,200, payable in installments of \$100 per month” for a 12 month Term.
- e) **Paragraph D** is filled in with a contact person for each party.
- f) **Paragraph E** identifies the subject space, with specific blanks for filling the County, City, and street address. After the opening paragraph, insert a further description, such as a building name or a reference to an attached drawing.
- g) **Subparagraphs E(1), (2), and (3)** are used to describe degrees of use of various spaces within a larger facility, inasmuch as these agreement typically provide specific use of a small space, incidental use of common spaces, and may need to specifically restrict

other nearby spaces. These distinctions can be directly stated or the blank areas can be used for reference to an attached description or drawing.

- h) **Subparagraph E(4)** addresses when the space will be used, and specific times and days should be filled in, such as “6:00 pm to 10:00 pm Monday through Thursday”.
- i) **Subparagraph E(5)** will normally require a reference to an attachment in which the Owner identifies special closing dates, such as holidays, that are exceptions to subparagraph E(4).
- j) **Subparagraph E(6)** normally is filled in simply with “the User”, except when special arrangements are stipulated.
- k) **Subparagraph E(7)** should briefly state the intended use, such as “educational”.
- l) **Signature spaces** may be modified to suit the parties, and should give the name, title, and affiliation of each signatory.

8. Completing a Mutual Use Agreement

- a) **In the opening**, leave the date blank until final execution, and fill in the names of the parties.
- b) The blank space below **paragraph A** should reference the current version of standard mutual use terms and conditions, and can also refer to a separate document that enumerates exceptions, modifications, or additions.
- c) **Paragraph B** identifies the duration of the agreement. Fill in start and end dates, and a number of days advance notice for termination.
- d) **Subparagraph D(1)** should be filled in with a very brief and general statement of the intended use of the exchanged spaces.
- e) **Paragraphs F and G** are for describing the mutual use. Be sure to fill in each corresponding to the parties correctly, as stated in their opening sentences.
 - 1) Describe the subject space by building name, address if necessary, room numbers if applicable, and reference an attached drawing if needed.
 - 2) Establish time frames for use, such as “Full time and exclusive”, “From 6:00pm to 10:00pm Monday through Friday”, or whatever applies.
 - 3) Set out exceptions to the basic time frame, such as a reference to an attached list of holidays or other special events.
 - 4) Normally, fill in “the User”.
- f) **Signature spaces** may be modified to suit the parties, and should give the name, title, and affiliation of each signatory.

COMPLETING THE STANDARD LEASE AGREEMENT WHEN THE MTSU INSTITUTION IS LESSEE

Header:

Summary: provides a box for administrative use and identifies the document preparer.

Fill in: only if necessary, overtype identification of preparer.

Opening:

Summary: identifies the date of and the parties to the contract.

Fill in: name of the lessor, leaving date blank (to be filled in when execution completed).

1. LOCATION:

Summary: common identification of the premises being leased.

Fill in: County name, City name, and street address of the premises being leased in the three blanks as indicated.

2. DESCRIPTION:

Summary: a description of the premises being leased.

Fill in: for each of the following, as applicable:

- a) If leasing land (with or without buildings on it) or specific exterior rights incident to a building, provide a legal description based on a boundary survey and describing the included buildings (if any). Include reference to public record of property ownership, such as deed book and page in the county registrar's office, with name of county.
- b) If leasing a building or portion of a building, clearly identify the building with title references, including building name (if any), street address, city, state, zip code, assessor's map number, deed book and page, and the property registry county, deed book and page.
- c) If leasing all or a portion of a building, clearly identify the extent of space within, including the Rentable Square Footage and the Contiguous Net Usable Area, by floor and in total.

3. TERM:

Summary: describes the period of time for the relationship.

Fill in: first and last dates of the initial term. Five years is the typical term.

4. RENTAL:

Summary: establishes the rent amount and payment schedule.

Fill in: first blank with "Annual" or "Total" rent.

Use total rent when preferred, and especially when term is not a whole number of years.

Then in the space provided, fill in the corresponding amount. Fill

in installment amount and period (normally per month).

5A. TERMINATION:

Summary: stipulates termination for convenience with two distinct length-of-notice criteria.

Fill in: If only one criterion is to be applicable, "xxxx" out the second sentence. Whether stipulating one criterion (in the first sentence alone) or two (in both the first and second sentences), fill in the date upon which the criteria become effective, and the number of days notice.

For example, 90 days notice in first year, and 30 days notice after 1 year.

Most commonly, only one criterion is stipulated that requires 90 days notice.

5B. TERMINATION FOR CAUSE:

Summary: stipulates MTSU rights to terminate for fraud or breach by lessor, or loss of MTSU funding.

Fill in: nothing.

6. NOTICES:

Summary: stipulates official addresses for official notices.

Fill in: Provide mailing address for the Lessor (if a P.O.Box, give also a street address) and the Leasing Manager. The Leasing Manager can be the institution's business office, facility coordinator, or other appropriate staff, or can be the Middle Tennessee State University Office of Campus Planning, Suite 664 @ 1415 Murfreesboro Road, Nashville TN 37217-2833.

7. ASSIGNMENT AND SUBLETTING:

Summary: protects Lessor from MTSU transfer of lease to third party, but protects MTSU's right to sublet.

Fill in: nothing.

8. INSPECTION:

Summary: acknowledges lessor's right to enter property under certain circumstances.

Fill in: nothing.

9. ALTERATIONS:

Summary: permits MTSU to make reasonable alteration, additions, and attach signage.

Fill in: nothing.

10. SURRENDER OF POSSESSION:

Summary: promises that MTSU will leave peaceably and neatly. **Fill in:** nothing.

11. QUIET POSSESSION:

Summary: promises that lessor will not pester or hinder MTSU in its use of the premises.

Fill in: nothing.

12. REPAIR AND MAINTENANCE:

Summary: requires lessor to keep things in good repair.

Fill in: nothing.

13. APPROPRIATIONS:

Summary: makes lease subject to funding.

Fill in: nothing.

14. DESTRUCTION:

Summary: sets remedies in event of partial or total destruction of premises.

Fill in: nothing.

15. SERVICES AND UTILITIES:

Summary: stipulates facility support services (if any) to be provided by lessor.

Fill in: There are several boxes to mark, depending on the services to be included, which should be determined according to the particular circumstances.

16. SERVICES CREDIT:

Summary: provides for MTSU to terminate services and utilities (see paragraph 15) without terminating lease, and receive credit against rent for lessor's reduced cost.

Fill in: nothing.

17. TIME OF ESSENCE:

Summary: protects and binds successors.

Fill in: nothing.

18. HOLDING OVER:

Summary: allows the lease terms to continue beyond expiration of lease as simple rental terms.

Fill in: nothing.

19. FINANCIAL INTEREST:

Summary: requires lessor to disclose names of those having financial interest in the premises.

Fill in: nothing.

20. CODES:

Summary: requires lessor to maintain premises in compliance with codes.

Fill in: nothing.

21. SPACE AUDIT:

Summary: allows MTSU to verify space quantity against that promised, and adjust rent proportionately if MTSU has been shorted.

Fill in: nothing.

22. PEST CONTROL:

Summary: requires lessor to keep premises free of pest, rodents, and other vermin.

Fill in: nothing.

23. Special Provisions:

Summary: blank space is provided for terms not addressed above.

Fill in: "N/A" if no special terms; or, a reference to an attachment containing special terms; or, any special terms agreed upon and not in conflict with law, policy, and the other terms above.

Signatures:

Summary: provides spaces for required signatures, though some are not always required.

Fill in: title or status of person signing for lessor in the space provided.

Cross out, delete, or mark "N/A": the signature spaces for those inapplicable State officers, leaving signature spaces for those who will sign, as indicated below:

a) President will sign **if** institution is a University, College, or Institute **or Vice Chancellor** will sign **if** institution is a Technology Center.

Fill in with appropriate name and title in place of "Institution Executive".

and b) Chancellor or designee will sign
if term is over 5 years **or** consideration is over \$15,000 per year.
Fill in with appropriate name and title in place of “System Executive”.

and c) F&A Commissioner and Attorney General and Governor will sign
if term is over 5 years **or** consideration is over \$40,000 per year.
Fill in names of the current office-holders.

Attachment Required:

if the Term is more than 5 years or the consideration is more than \$40,000/year signatures of Lessor and President (or Vice Chancellor, according to (a) above) must be notarized.
This is normally accomplished with an attached “Authentication Form”.

COMPLETING THE STANDARD LEASE AGREEMENT WHEN THE MTSU INSTITUTION IS LESSOR

Header:

Summary: provides a box for administrative use and identifies the document preparer.

Fill in: only if necessary, overtype identification of preparer.

Opening:

Summary: identifies the date of and the parties to the contract.

Fill in: name of the lessor, leaving date blank (to be filled in when execution completed).

1. LOCATION:

Summary: common identification of the premises being leased.

Fill in: County name, City name, and street address of the premises being leased in the three blanks as indicated.

2. DESCRIPTION:

Summary: a description of the premises being leased.

Fill in: for each of the following, as applicable:

- a) If leasing land (with or without buildings on it) or specific exterior rights incident to a building, provide a legal description based on a boundary survey and describing the included buildings (if any). Include reference to public record of property ownership, such as deed book and page in the county registrar's office, with name of county.
- b) If leasing a building or portion of a building, clearly identify the building with title references, including building name (if any), street address, city, state, zip code, assessor's map number, deed book and page, and the property registry county, deed book and page.
- c) If leasing all or a portion of a building, clearly identify the extent of space within, including the Rentable Square Footage and the Contiguous Net Usable Area, by floor and in total.

3. USE:

Summary: describes the intended use by Lessee.

Fill in: a general description.

4. TERM:

Summary: describes the period of time for the relationship.

Fill in: first and last dates of the initial term. Five years is the typically the maximum.

5. RENTAL:

Summary: establishes the rent amount and payment schedule.

Fill in: first blank with "Annual" or "Total" rent.

Use total rent when preferred, and especially when term is not a whole number of years.

Then in the space provided, fill in the corresponding amount.

Fill in installment amount and period (normally per month).

6A. TERMINATION FOR CONVENIENCE:

Summary: stipulates termination for convenience distinct criteria for State and Lessee.

Fill in: first blank with a date after which State may terminate. An immediate option is preferred, and is indicated by filling in “commencement”. Also, “first year” or similar stipulations may be used. Then fill in number of days notice, normally not more than 90. Complete the second pair of blanks similarly for Lessee.

6B. TERMINATION FOR CAUSE:

Summary: stipulates MTSU rights to terminate for fraud or breach by lessee.

Fill in: nothing.

7. ABANDONMENT:

Summary: stipulates MTSU right to reclaim premises if Lessee disappears. **Fill in:** two blanks provided, normally all stipulating 30 days.

8. NOTICES:

Summary: stipulates official addresses for official notices.

Fill in: Provide mailing address for the Lessee (if a P.O.Box, give also a street address) and the Leasing Manager. The Leasing Manager can be the institution’s business office, facility coordinator, or other appropriate staff, or can be the Middle Tennessee State University Office of Campus Planning, Suite 664 @ 1415 Murfreesboro Road, Nashville TN 37217-2833.

9. ASSIGNMENT AND SUBLETTING:

Summary: protects State from Lessee transfer of lease to third party.

Fill in: nothing.

10. INSPECTION:

Summary: acknowledges State’s right to enter property under certain circumstances.

Fill in: nothing.

11. ALTERATIONS:

Summary: restricts Lessee’s rights to make alterations in the building.

Fill in: nothing.

12. SURRENDER OF POSSESSION:

Summary: promises that Lessee will leave peaceably and neatly.

Fill in: nothing.

13. QUIET POSSESSION:

Summary: promises that State will not pester or hinder Lessee in its use of the premises.

Fill in: nothing.

14. REPAIR AND MAINTENANCE:

Summary: requires State to keep things in good repair.

Fill in: nothing.

15. DESTRUCTION:

Summary: sets remedies in event of partial or total destruction of premises.

Fill in: nothing.

16. LIABILITY:

Summary: sets remedies in event of partial or total destruction of premises.

Fill in: nothing.

17. SERVICES AND UTILITIES:

Summary: stipulates facility support services (if any) to be provided by Lessor.

Fill in: as applicable, or “None” if none to be provided.

18. TIME OF ESSENCE:

Summary: protects and binds successors.

Fill in: nothing.

19. HOLDING OVER:

Summary: allows the lease terms to continue beyond expiration of lease as simple rental terms.

Fill in: nothing.

20. Special Provisions:

Summary: blank space is provided for terms not addressed above.

Fill in: “N/A” if no special terms; or, a reference to an attachment containing special terms; or, any special terms agreed upon and not in conflict with law, policy, and the other terms above.

Signatures:

Summary: provides spaces for required signatures, though some are not always required.

Fill in: title or status of person signing for lessor in the space provided.

Cross out, delete, or mark “N/A”: the signature spaces for those inapplicable State officers, leaving signature spaces for those who will sign, as indicated below:

a) President will sign **if** institution is a University, College, or Institute **or Vice Chancellor** will sign **if** institution is a Technology Center.
Fill in with appropriate name and title in place of “Institution Executive”.

and b) Chancellor or designee will sign **if** term is over 5 years **or** consideration is over \$15,000 per year.
Fill in with appropriate name and title in place of “System Executive”.

and c) F&A Commissioner and Attorney General and Governor will sign
if term is over 5 years **or** consideration is over \$40,000 per year.
Fill in names of the current office-holders.

Attachment Required:

if the Term is more than 5 years or the consideration is more than \$40,000/year signatures of Lessor and President (or Vice Chancellor, according to (a) above) must be notarized.
This is normally accomplished with an attached "Authentication Form".

GUIDE TO THE PROGRAM DOCUMENTATION AND JUSTIFICATION STATEMENT

FORMAT

For each document, there is neither a standard format nor a length requirement. The depth of detail may vary considerably. If extensive information is submitted, a one-page summary covering the major points is appreciated, and will facilitate timely review and approval by those involved in the process that do not need an in-depth report.

PROGRAM DOCUMENTATION

In order to lease space, the institution must have an academic program or support function that requires accommodation. The Program Documentation should explain the general scope of activities that will occur within the space, addressing:

- Academics and degrees served
- Research
- Administration
- Community Outreach
- History
- Operating budget and funding sources, including any budgetary constraints on the cost of the lease
- Quality of Program as reflected in credentialed staff, awards, and grants
- Past, present, and projected future demand

JUSTIFICATION STATEMENT

Explain why the space is needed, without dwelling on the activities for which it is needed, as these are already addressed in the Program Documentation. Address:

- Whether the space is for temporary expansion of an existing, adjacent program, a relocation of a program, or an outreach into an underserved market
- Availability of state-owned space, or lack thereof
- Facilities history, outlining previous and existing accommodations, and identifying the upcoming expiration of existing leases, if any
- Special facility requirements, such as unusual plumbing, heating, cooling, ventilation, electrical, gas, load-bearing, accessibility, and security (also address in the Space Action
- Request and the Office Space Requirements Analysis)
- Analysis of adequacy of existing facilities in serving demand
- Options being explored or pursued for permanent accommodations
- The desired lease term, and preferences for whether to include janitorial services, utilities, or other building services.