

RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into on the later of the dates on which the contract is signed by both parties, by and between _____ (hereinafter referred to as Landlord), whose address is _____ and Mississippi State University for its _____, (hereinafter referred to as "Tenant"), whose address is PO Box 5307, Mississippi State, MS 39762. The terms "Landlord" and "Tenant" shall include, whenever the context admits or requires singular or plural, the heirs, legal representatives, successors, and assigns of the respective parties;

WITNESSETH:

FOR AND IN CONSIDERATION of the rental, covenants, and conditions hereinafter stipulated to be paid and performed by Tenant, Landlord does hereby demise and let unto Tenant and Tenant does hereby accept and let from Landlord, the following described property situated in the City of _____, County of _____, Mississippi, described as follows, to-wit:

_____ -

SECTION 1. The primary term of this Rental shall commence on _____ and ending at 12:00 midnight on _____.

SECTION 2. The Tenant agrees to pay _____ per month_ to the Landlord for the demised premises, pursuant to the following described terms and conditions.

Payment will be made monthly with the payment due by the 5th day of the month.

As per state law, MSU will make payments for all amounts owed under this agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Section 31-7-305, Mississippi Code of 1972.

SECTION 3. Tenant shall have, hold and use the demised premises for the purposes of conducting the business activities of _____.

SECTION 4. Tenant will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Landlord shall furnish and pay for, as and when due, all utilities consumed or used incident to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and description used in said premises unless otherwise agreed to in a later section of this Rental or on the following lines:

SECTION 5. Tenant will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Landlord shall furnish the following janitorial services:

SECTION 6. Any notice required to be given by either party to the other party under the terms of this Rental shall be served upon such party by United States Certified Mail as follows:

To Landlord: _____

To Tenant: Don Buffum, CPPO, Director
Procurement and Contracts
Mississippi State University
PO Box 5307
Mississippi State, MS 39762

SECTION 7. It is expressly understood and agreed that the Tenant's assumption of occupancy and the payment of rental is conditional on the receipt of Federal and State funds, and in the event of a discontinuance or decrease in Federal and/or State funds for any cause necessitating a reduction in the Tenant's staff or need for office space, the Tenant's obligation for the payment of rental shall be diminished in proportion to the reduction in office space, without penalty or interest. As a condition precedent to the reduction of rental paid by Tenant herein, the Tenant shall notify the Landlord at least thirty (30) days in advance of any reduction in space necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 8. It is distinctly understood and agreed by and between the parties hereto that in the event office space becomes available to the Tenant herein in any State-owned building, this Rental shall be terminated within thirty (30) days from and after the date of written notice of termination of said Rental by the Tenant to the Landlord.

SECTION 9. Tenant shall not, without the previous consent in writing of the Landlord, assign this Rental or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Landlord shall not be unreasonably withheld. In event Landlord consents to any such assignment or subletting, Tenant shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Rental during the primary or any extended term hereof.

SECTION 10. Landlord agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi.

SECTION 11. At the expiration of the tenancy hereby created and any extended term thereof, Tenant shall surrender the Rental premises in the same condition as the Rental premises were in upon delivery of possession thereto under this Rental, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Rental.

SECTION 12. The Landlord covenants to keep and maintain, at Landlord's expense, said demised premises and facilities in a state of tenantable repair during the term of the Rental; provided, however, that Landlord shall not be called upon to make any such repairs occasioned by the acts of negligence of the Tenant, its agents, patrons, or employees, except where covered under Landlord's fire and extended coverage insurance.

SECTION 13. Should the demised office building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised office building untenable, either party shall have the option to cancel the remaining portion of this Rental for any extended term or period hereof. Tenant shall have no obligation to pay rent of any nature so long as the demised office building is untenable.

SECTION 14.

a. Failure on the part of the Tenant to pay any installment of rent as above set out as and when the same becomes due and payable, or failure of Tenant promptly and faithfully to keep and perform each and every covenant agreed and stipulated herein on the part of the Tenant to be kept and performed, shall, at the option of the Landlord, cause a forfeiture of this Rental.

b. Nothing contained in the foregoing shall be construed to waive either party's right to cancel this Rental in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

c. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Landlord shall give to Tenant a Notice in writing thirty (30) days prior thereto in the manner provided by Section 6 hereof, during which time Tenant may purge itself on the grounds of forfeiture by paying such rent.

d. As to default by Tenant in performing covenants other than for payment of rent prior to a declaration of forfeiture, Landlord shall give to Tenant a notice in writing 30 days prior thereto in the manner provided for by Section 6 during which time Tenant may purge itself on the grounds of forfeiture by curing the stated grounds of forfeiture within

such 30 days or within such longer term as may be reasonably necessary to cure such defect.

SECTION 15. Landlord shall pay, during the term of this Rental and any extended term hereof, all State, County and City ad valorem taxes and special assessments assessed against the property here demised, unless otherwise agreed to in a later section of this Rental, excluding any such taxes as may be assessed against Tenant's fixtures and equipment used in said demised premises.

SECTION 16. Landlord covenants that the Tenant, on paying the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold, and enjoy the demised premises and all rights, easement, and privileges belonging or otherwise pertaining thereto, during the full term of this Rental, and any extension thereof.

SECTION 17. Landlord will provide paved parking area sufficient for the operation of Tenant's business on the Rental premises, without additional cost to Tenant. Landlord will maintain such parking lot throughout the term of this Rental and any extension thereof in a serviceable condition. Landlord agrees to keep all parking areas provided to Tenant clean and free of trash and debris.

SECTION 18. Landlord hereby grants to Tenant the right and option to extend this Rental for a further term of up to 12 months commencing at the expiration of the original term, provided, however, that written notice of the exercise of such option shall be given by Tenant to Landlord at least 60 days before the expiration of the term of this Rental. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 19. Landlord shall pay all utility, janitorial services, and/or costs associated with owning the demised premises during the first year of the original term of this Rental as set out in Sections 4, 5, and 15 of this Rental. However, if the total expense for utility, janitorial services, and/or costs associated with owning the demised premises should increase over the total expenses incurred in the first year of the original term, then the Landlord shall have the right to increase the amount of the monthly rental payments as provided in section 20 below. Prior to the payment of such additional sums, Landlord shall provide Tenant with copies of all utility, janitorial service charge statements, or other documentation showing an increase in the amount of money directly spent which is directly related to owning the demise premises. Landlord shall also provide all supporting calculations as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, Tenant shall pay to Landlord such additional sums within sixty (60) days.

SECTION 20. Landlord agrees that the total additional sums due by the Tenant as payment for any increase, as provided by Sections 19 of this Rental, shall not exceed \$ 2 per square feet of Rental area in any one year.

SECTION 21. Termination for Convenience - MSU may, when the interests of MSU so indicate, terminate this agreement in whole or in part for the convenience of MSU. Written notice of the same is required to be provided by MSU and the termination shall be effective upon receipt of said notice by Landlord or 60 days from the date of the issuance of the termination, whichever first occurs.

SECTION 22. Force Majeure Termination - If for any reason, such as strike, boycott, war, act of God, labor troubles, riot, delay of commercial carriers, restraint of public authority, martial law, mechanical breakdown or any other reason, similar or dissimilar, beyond the control of the party, and not the result of the negligence or willful misconduct of the party, either party is unable to perform a material obligation under this Agreement, then either party shall have the right, upon written notice to the other party, to suspend the term and obligations contained in this Agreement while such event of force majeure exists, or, at either party's option, to terminate this Agreement if such event of force majeure continues for longer than twelve (12) months.

SECTION 23. Applicable Law - This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions, and any litigation with respect thereto shall be brought in the courts of this state.

SECTION 24. Entire Agreement - The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

SECTION 25. E-verify - Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such

cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

IN WITNESS WHEREOF, this Rental Agreement has been duly executed in duplicate originals on the day and date hereinabove set forth.

LANDLORD (Individual or Corporation)

BY:

TENANT

BY:

(Tenant's acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed and delivered the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on this the ____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

(Landlord's acknowledgment for an individual)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid,
_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument who acknowledged that he/she executed and delivered the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal on this the ____ day of _____,
20_____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

(Landlord's acknowledgment for a corporation)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid,
_____, who acknowledged himself to be the _____
of _____, a corporation, and that he, as such officer, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof, I hereunto set my hand and official seal on this the _____ day of _____, 20_____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____