

RECEIVING

PURCHASE ORDERTEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
08/22/2022

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P300097	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO:
TEXAS A&M FOREST SERVICE LA GRANGE OFFICE PO DRAWER G LA GRANGE TX 78945
SHIP TO:
TEXAS A&M FOREST SERVICE LA GRANGE OFFICE PO DRAWER G LA GRANGE TX 78945

VENDOR
14730053140 BLANCHARD BECKER GENERAL STORE LLC 2790 MONTE MAR TERRACE LOS ANGELES, CA 90064

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-WRJ Smithville Office Lease Payment from 9/1/2022 to 2/28/2023. ***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. SMITHVILLE OFFICE LEASE - 5/1/22-2/28/23 REFERENCE LEGAL FILE #2016-0041063 RENEWAL SIGNED 4/11/2022. VENDOR QUOTE: LEASE VENDOR REF: WARREN BECKER Purchase made by an Institution of Higher Education, Section 51.9335 Education Code. CC FY ACCOUNT NO. DEPT. -- -- ----- ----- 11 2023 124046-00000-5860 RESP DOCUMENT DATE: 08/22/2022 DEPT.CONTACT: WAYNE JACKSON PHONE NO.: 979-968-5555 PCC CD: 9	6	MO	2,795.000	16,770.00
	TOTAL				16,770.00
				16,770.00	

CEC

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.


IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

RECEIVING

Order Date
08/22/2022

Page 02

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VENDOR
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Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	TYPE FUND: TYPE ORDER:				

CEC

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Charles E. Cavanaugh

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space ("Lease") is by and between **BLANCHARD BECKER GENERAL STORE, LLC** as landlord ("**BLANCHARD**"), and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as Tenant ("**A&M SYSTEM**"), for the use and benefit of **TEXAS A&M FOREST SERVICE ("TFS")**.

ARTICLE 1 **PREMISES**

1.1 **Exclusive Use.** **BLANCHARD**, in consideration of the mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the exclusive use of the following described property as office space and warehouse storage space to house employees and equipment engaged in the Texas A&M Forest Service Fire Fuels Mitigation and Prevention Program and as a staging area for the regional activities of TFS:

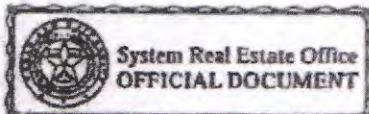
4,508 square feet of office/warehouse space and equipment repair bay, situated in the Smithville West Business Park, located at 125 Keller Road, Unit C4 (the "Office Space") and Unit A4 (the "Repair Bay"), Smithville, Bastrop County, Texas (the "Leased Premises"), as depicted on Exhibit "A" attached hereto.

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Leased Premises.

1.2 **Signage.** The design and location of any exterior signs desired by **A&M SYSTEM** will be submitted to **BLANCHARD** for written approval prior to being erected. Any interior signs will be erected by **BLANCHARD** or will be erected by **A&M SYSTEM** with **BLANCHARD**'s written approval. **A&M SYSTEM**'s signs will be erected or installed at its expense.

1.3 **Utilities.**

- A. Water, Solid Waste Disposal, and Sanitary Sewer are included in the rent or will otherwise be paid by **BLANCHARD**. Electricity for the Repair Bay is included in the rent or will otherwise be paid by **BLANCHARD**.
- B. **A&M SYSTEM** will be responsible for and pay for all fees, costs, and expenses (including monthly usage charges) associated with the provision of electricity, air conditioning and heating for the Office Space, which will be separately metered and paid by **A&M SYSTEM** directly to the service provider. **A&M SYSTEM** will also be responsible for Telephone, including but not limited to, long distance service, internet and facsimile. **BLANCHARD** will provide, as currently installed, telephone conduits



necessary for A&M SYSTEM's use of the Leased Premises as Office Space.

1.4 Taxes. BLANCHARD is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Leased Premises and/or the building.

1.5 Janitorial Services. A&M SYSTEM will be responsible for janitorial services to the Leased Premises, at A&M SYSTEM's sole cost.

1.6 Extermination Services. A&M SYSTEM will be responsible for extermination services to the Leased Premises.

1.7 Maintenance. BLANCHARD agrees to maintain the building and the Leased Premises in good condition and repair, ordinary wear and tear excepted.

ARTICLE 2

TERM

2.1 Initial Term. The initial term of this Lease will commence on March 1, 2021 (the "Commencement Date") and end on February 28, 2022, unless terminated sooner pursuant to this Lease.

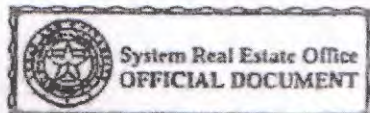
2.2 Early Termination. A&M SYSTEM may terminate this Lease, with or without cause, by sending BLANCHARD 90 calendar days' written notice of A&M SYSTEM's intent to terminate.

2.3 Availability of Funding. This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within TFS to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, A&M SYSTEM will issue written notice to BLANCHARD and A&M SYSTEM may terminate this Lease without further duty or obligation hereunder. BLANCHARD acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

ARTICLE 3

RENT

A&M SYSTEM agrees to pay to BLANCHARD \$2,742 in monthly rent ("Rent"). Rent is due no later than the fifth day of each month. Rent is payable in advance and rent for any partial month will be prorated.



ARTICLE 4
CONDEMNATION AND CASUALTY

4.1 **Condemnation.** If a condemnation proceeding results in a partial or total taking of the Leased Premises (or if the Leased Premises are partially or entirely conveyed under threat of condemnation), then A&M SYSTEM may terminate this Lease immediately, in its sole discretion, by sending BLANCHARD written notice of A&M SYSTEM's intent to terminate this Lease.

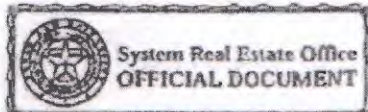
4.2 **Casualty.** Within 10 days following the date the Leased Premises are damaged by casualty, A&M SYSTEM will give written notice to BLANCHARD stating whether A&M SYSTEM desires to either (i) continue use and occupancy of the Leased Premises or any undamaged portion of the Leased Premises, or (ii) terminate this Lease effective as of the date of the casualty. If A&M SYSTEM decides, in its sole discretion, to continue use and occupancy of the Leased Premises or any portion of the Leased Premises, BLANCHARD must, at its expense and within 10 days following the date of A&M SYSTEM's written notice, proceed with diligence to restore the Leased Premises to substantially the same condition that existed before the casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by A&M SYSTEM. Alternatively, if BLANCHARD is able to provide other space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent the other space under the same terms and conditions as set forth in this Lease.

4.3 **Emergency Repairs.** BLANCHARD authorizes A&M SYSTEM to engage in repairs of any damage to the Leased Premises, whether BLANCHARD has been notified of such damage or not, if the damage presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers or other persons frequenting the Leased Premises. BLANCHARD must reimburse A&M SYSTEM for its expenses related to such emergency repairs within 10 days of receipt of documentation of such costs from A&M SYSTEM.

ARTICLE 5
COVENANTS AND OBLIGATIONS OF BLANCHARD

5.1 **Quiet Enjoyment.** BLANCHARD covenants and agrees that during the term of this Lease, and so long as A&M SYSTEM is not in breach of this Lease, A&M SYSTEM will peaceably and quietly have, hold and enjoy the Leased Premises. BLANCHARD will not lease, rent, demise, sell, or otherwise furnish space in the building, or any adjacent building owned or controlled by BLANCHARD, to any entity that (i) creates or may be expected to create noise, odors or a hazardous condition injurious to A&M SYSTEM, its employees, agents, representatives, customers, invitees or guests, or disruptive to A&M SYSTEM's use of the Leased Premises, or (ii) that provides services to a clientele which engages in harassment of A&M SYSTEM's employees, agents, representatives, clients, invitees or guests.

5.2 **Title to Leased Premises.** BLANCHARD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Leased Premises to A&M SYSTEM. Additionally, BLANCHARD



warrants that the person executing this Lease on behalf of **BLANCHARD** is authorized to do so, and that such person has the capacity to do so.

5.3 Compliance with Law. **BLANCHARD** represents and warrants that **A&M SYSTEM's** intended use of the Leased Premises as office and warehouse storage space does not violate any current law, statute, ordinance or governmental rule or regulation, or any restriction placed on the real property on which the Leased Premises are located.

ARTICLE 6 TERMINATION BY BLANCHARD

6.1 Default. **BLANCHARD** may terminate this Lease and terminate all or any of **BLANCHARD's** obligations pursuant to this Lease if **A&M SYSTEM** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM**.

6.2 Notice of Default and Termination of Lease. In the event of such failure, **BLANCHARD** will give **A&M SYSTEM** written notice pursuant to Section 12.1 of this Lease. If the default continues for 30 calendar days after **A&M SYSTEM's** receipt of such notice, **BLANCHARD** may as its sole and exclusive remedy, terminate this Lease by written notice to **A&M SYSTEM** sent pursuant to Section 12.1 of this Lease.

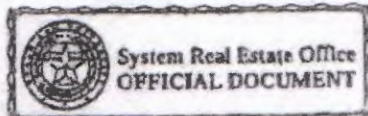
ARTICLE 7 TERMINATION BY A&M SYSTEM

7.1 Default. In addition to any other right of **A&M SYSTEM** to terminate this Lease, **A&M SYSTEM** may terminate this Lease and terminate all or any of its obligations at any time, upon or after the occurrence of any one of the following events:

- A. Breach or failure by **BLANCHARD** to perform, keep and observe, any terms, covenants, or conditions required by this Lease, and failure of **BLANCHARD** to remedy such breach or failure for a period of 30 calendar days after the receipt of written notice of breach;
- B. Inability of **A&M SYSTEM** to use the Leased Premises for more than 30 consecutive calendar days due to any law, statute, ordinance, rule or regulation of any competent governmental authority.

ARTICLE 8 INSURANCE

8.1 Blanchard's Insurance Obligations. **BLANCHARD** covenants and agrees that from and after the date of delivery of the Leased Premises from **BLANCHARD** to **A&M SYSTEM**, and during the term of this Lease or any renewal thereof, **BLANCHARD** will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) property insurance for the Building on a full



replacement cost basis and on the most recent edition of ISO form CP 10 30 or equivalent, and (ii) commercial general liability insurance with limits of not less than \$1,000,000 combined single limit for personal injury and property damage. **BLANCHARD** must deliver to **A&M SYSTEM** upon request a certificate evidencing such coverage. All such policies must be written by insurance companies authorized to do business in Texas and must provide that **A&M SYSTEM** be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer. No insurance carrier will have a right of subrogation against **A&M SYSTEM**.

8.2 **A&M SYSTEM's Insurance Obligations.** **BLANCHARD** acknowledges that, because **A&M SYSTEM** is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of **A&M SYSTEM** or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of **A&M SYSTEM** is provided by **A&M SYSTEM** as mandated by the provisions of the *Texas Labor Code*, Chapter 502.

ARTICLE 9 **ASSIGNMENT OF LEASE**

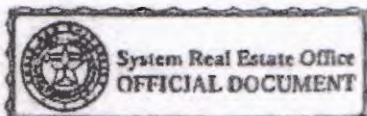
A&M SYSTEM may assign this Lease or any part of this Lease to any member of The Texas A&M University System upon written notice to **BLANCHARD**.

ARTICLE 10 **SUBLEASE**

A&M SYSTEM may sublease the Leased Premises or any portion of the Leased Premises to any member of The Texas A&M University System upon written notice to **BLANCHARD**.

ARTICLE 11 **COMPLIANCE WITH STATE AND FEDERAL LAW**

11.1 **Accessibility.** In signing this Lease, **BLANCHARD** represents and warrants that at the time the Leased Premises become occupied by **A&M SYSTEM** and throughout the term of this Lease and any additional tenancy, the Leased Premises will comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, *Texas Government Code* (or as may be amended), as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); and the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.* (or as may be amended). In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) applies.



Neither **A&M SYSTEM** nor its occupying member has authority to waive any requirements of Chapter 469 of the *Texas Government Code* or the federal Americans with Disabilities Act, and any claim regarding such a waiver is expressly denied.

11.2 Child Support. **BLANCHARD** acknowledges that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, **BLANCHARD** certifies that the individual or business entity named in this Lease is not ineligible to receive payment from the state and acknowledges that this Lease may be terminated and payment may be withheld if this certification is inaccurate.

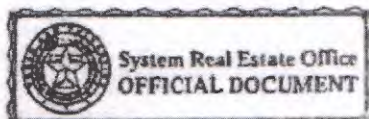
ARTICLE 12 **MISCELLANEOUS PROVISIONS**

12.1 Notices. Any notice required or permitted under this Lease must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **BLANCHARD** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

BLANCHARD: Blanchard Becker General Store, LLC
Attn: Warren Becker
125 Keller Rd.
Smithville, Texas 78957

A&M SYSTEM: Texas A&M Forest Service
Attn: Terry Smith
200 Technology Way, Suite 1120
College Station, Texas 77845
Tel: (979) 458-7382
Fax: (979) 458-7386
Email: tsmith@tfs.tamu.edu

with copy to: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Tel: (979) 458-6350
Fax: (979) 458-6359



Email: sreo@tamus.edu

Harrison-Pearson Associates, Inc.
Attn: Samuel T. Pritchard
4014 Medical Parkway, #100
Austin, Texas 78756
Tel: (512) 332-184
Email: pritchard@hpaooffice.com

12.2 Property Removal. Upon termination of this Lease for any reason, A&M SYSTEM will have the right to remove its equipment and personal property from the Leased Premises and must leave the Leased Premises clean and in a condition equal to the condition which existed at the commencement of this Lease, normal wear and tear excepted, and except for any damage caused by BLANCHARD, its employees, agents and contractors.

12.3 Governing Law. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, must be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M SYSTEM will be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.

12.4 Entire Agreement. This Lease constitutes the complete agreement of BLANCHARD and A&M SYSTEM and supersedes any prior understanding, written or oral, between them regarding the issues covered by this Lease.

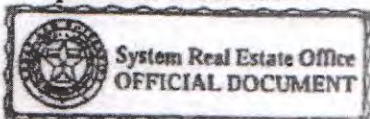
12.5 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

12.6 Alterations. A&M SYSTEM will not materially alter the Leased Premises without the prior approval of BLANCHARD.

12.7 Waiver. The failure of BLANCHARD or A&M SYSTEM to insist in any one or more instances on a strict performance of any of the covenants of this Lease will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

12.8 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of BLANCHARD, and the successor and assigns of A&M SYSTEM.

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



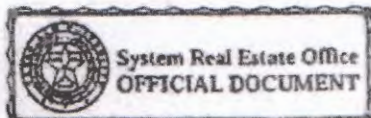
12.10 Consent and Approval. **BLANCHARD** agrees that any consent or approval of **BLANCHARD** required under this Lease will not be unreasonably withheld or delayed.

12.11 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 agreement 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.

12.12 Privileges and Immunities. **BLANCHARD** expressly understands and acknowledges that **A&M SYSTEM** is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by **A&M SYSTEM** of its right to claim such exemptions, privileges, and immunities as may be provided by law.

12.13 Debarment. **BLANCHARD** represents and warrants, to the best of its knowledge and belief, that neither **BLANCHARD** 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. **BLANCHARD** must provide immediate written notice to **A&M SYSTEM** if, at any time **BLANCHARD** 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 **BLANCHARD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

[SIGNATURE PAGES TO FOLLOW]



EXECUTED on the 14 day of February, 2021 by BLANCHARD.

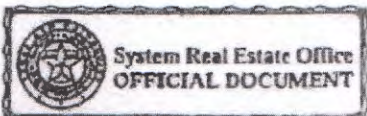
BLANCHARD BECKER GENERAL
STORE, LLC

By: Warren Becker

WARREN BECKER

Owner

[SIGNATURES CONTINUE ON NEXT PAGE]



EXECUTED on the 25 day of February, 2021 by A&M SYSTEM,
or by its authorized agent.

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

By: _____

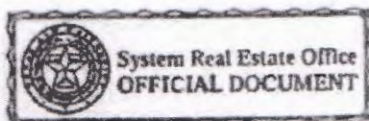
TOM G. BOGGUS

State Forester & Director
Texas A&M Forest Service

APPROVED AS TO FORM:

JENNIFER J. WRIGHT

Assistant General Counsel
Office of General Counsel
The Texas A&M University System



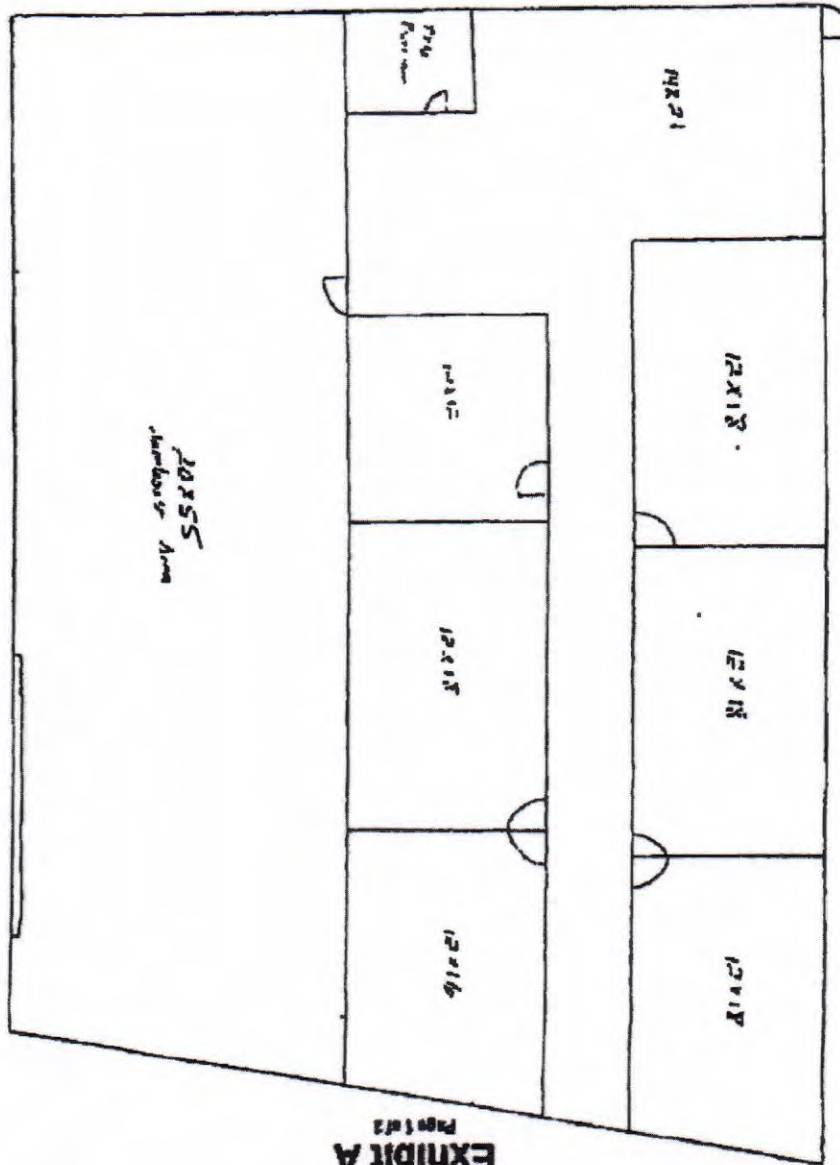
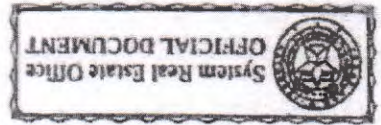


Exhibit A
Page 1 of 2

Exhibit A

Page 2 of 2

