

# OCCUPANCY AGREEMENT

THIS Occupancy Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, by the Regents of the University of New Mexico, a body corporate of the State of New Mexico, as Landlord and \_\_\_\_\_, as Occupant.

**RECITALS:**

WHEREAS, Landlord is the owner of improved real property known as \_\_\_\_\_, Albuquerque, New Mexico (the "Building"), and

WHEREAS, Landlord desires to make available space within the Building for units of the University needing facilities at the Building, with an understanding and recognition by the parties of the financial obligations and responsibilities assumed by Landlord as the owner of the Building, and

WHEREAS, Occupant is desirous of occupying space within the Building under the terms of this Occupancy Agreement as set forth herein, and subject to the approval of the *Director of Real Estate or Vice President for Business and Finance*, and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, Landlord and Occupant hereby agree to the following:

**1. PREMISES:** Room No. \_\_\_\_\_, Located at \_\_\_\_\_, Albuquerque, NM (the "Building"), having a net area as follows:

Room _____	_____ Net Square Feet ("NSF")
Room _____	_____ Net Square Feet ("NSF")
Total	_____ NSF

Net area is the inside measurement of the rooms, without consideration of internal walls, exterior wall or building common area. The leased premises (the "Premises") contains \_\_\_\_\_ gross square feet, including these items.

**2. TERM:** Occupant's use and occupancy of the Premises shall be for a period of \_\_\_\_\_ months, beginning \_\_\_\_\_ and ending \_\_\_\_\_, unless and until extended in writing by the parties.

**3. USE:** General office use only. Occupant agrees to use the Premises for a University-related purpose.

**4. POSSESSION:** Occupant is currently in possession of the entire Premises, delivered by Landlord and possessed by Occupant on \_\_\_\_\_.

5. **RENT:** Occupant agrees, without written notice, to pay monthly rent to Landlord for lease agreement no later than the first day of each month of the Term as follows. Partial months shall be prorated:

Suites \_\_\_\_\_ \$ \_\_\_\_\_

6. **UTILITIES, BUILDING SERVICES AND MAINTENANCE:** In consideration of the monthly rent paid by Occupant hereunder, as well as other good and valuable consideration pursuant to the agreement, Landlord agrees to obtain and pay at no cost to Occupant all building operating expenses, such as utilities, grounds maintenance, janitorial, insurance (except for Occupant's personal property), and real property taxes and assessments. Landlord also agrees to be responsible for building maintenance, including the building exterior (roof, glass, grounds and parking lots), building interior and building HVAC, electrical and plumbing systems, at no cost to Occupant.
7. **DAMAGE TO PREMISES, BUILDING OR PROPERTY:** Occupant agrees to be responsible for the cost associated with any repairs for damage (other than ordinary wear and tear) to the Premises, the Building or the Property caused by Occupant's negligence or willful act.
8. **ALTERATIONS AND MODIFICATIONS:** Occupant shall not install any improvements nor make any modifications or alterations to the Premises whatsoever without prior written approval of the Landlord. Upon expiration of earlier termination of this Occupancy Agreement, Occupant shall remove its personal property and trade fixtures, provided same can be removed without damage to the Premises.
9. **TENANT IMPROVEMENTS:** Landlord agrees to install at its sole cost and expense the tenant improvements identified on attached Exhibit "B".
10. **ADDITIONAL OCCUPANT RESPONSIBILITIES:** Occupant shall be responsible for all costs associated with the procurement and installation of telephone, data and security systems for the Premises, including without limitations all equipment, wiring, terminals, junction boxes, etc. Occupant shall be responsible for all furniture, fixtures and furnishings and relocation expenses.

In addition, Occupant is responsible for obtaining at its sole expense all keys, security access cards or codes to the Building and Premises through the *UNM Lock Shop*. In the event of an actual or suspected breach of access security by Occupant, as determined by Landlord at its sole discretion, or upon the request of Occupant, Landlord may take such action as it deems necessary to secure the Premises and the Building and may charge Occupant for its prorata share (based on occupancy) for the cost of same.

11. **PARKING:** Occupant shall be entitled to the non-exclusive use of \_\_\_ parking spaces, including \_\_\_ covered parking spaces #\_\_\_\_\_. All parking spaces shall be undesignated and unreserved except covered parking spaces.

**12. STORAGE CLOSETS:** Occupant shall be entitled to the use of \_\_ storage closets  
# \_\_\_\_\_.

**13. PROPERTY MANAGEMENT:** Property management of the building is the responsibility of the Landlord through Connie Vance, Property Manager at UNM's Science & Technology. Please call 272-7313 for any property management concerns or questions.

**14. NOTICES:** Notices shall be made in writing to the following addresses:

Landlord: UNM Real Estate Office  
Kim Murphy, Director  
MSC01 1030  
1 University of New Mexico  
Albuquerque, NM 87131  
(505) 277-4620

Occupant:

Agreed and acknowledged by the parties indicated below as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

**OCCUPANT:**

THE UNIVERSITY OF NEW MEXICO  
OFFICE OF REAL ESTATE

<OCCUPANT NAME>

\_\_\_\_\_  
By: Kim D. Murphy  
Its: Director of Real Estate

\_\_\_\_\_  
By:  
Its: