

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND         §

**ADDENDUM TO COMMERCIAL LEASE AGREEMENT QUOTE ID 1198339**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and CORT BUSINESS SERVICES (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted the COMMERCIAL LEASE AGREEMENT QUOTE ID 1198339 (hereinafter the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1.     **Services.** Contractor shall provide the Goods and Services as described in the attached Exhibit A and in accordance with the requirements of Sourcewell Solicitation Number: RFP#121919, both documents incorporated by reference.
  
2.     **Time for Performance.** The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the Parties but without reasonable delay.
  
3.     **Compensation.** Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services for Service provided is the amount certified as available by the County Auditor. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
  
4.     **Insurance.** Prior to commencement of Service, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days’ prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services.
  - A. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved

to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5. **Indemnity. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR**

**OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR’S AGENTS, SERVANTS OR EMPLOYEES.**

6. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
  
7. **Performance Warranty.** Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
  
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County’s sovereign immunity.
  
9. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibits, priority shall be given as follows (from first to last):  
  
First: CARES Clauses  
  
Second: This document titled: ADDENDUM TO COMMERCIAL LEASE AGREEMENT QUOTE ID 1198339  
  
Third: Sourcewell Solicitation Number: RFP#121919  
  
Fourth: COMMERCIAL LEASE AGREEMENT QUOTE ID 1198339
  
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.

- A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

12. **Federal Clauses.** Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all requirements in Exhibit B. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

FORT BEND COUNTY

CORT BUSINESS SERVICES

\_\_\_\_\_  
 KP George, County Judge

\_\_\_\_\_  
 Authorized Agent- Signature

\_\_\_\_\_  
 Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Laura Richard, County Clerk

\_\_\_\_\_  
 Date

Reviewed:

---

Jacquelyn Johnson-Minter, MD, MBA, MPH  
Director and Local Health Authority

Exhibit A:       ADDENDUM TO COMMERCIAL LEASE AGREEMENT QUOTE ID 1198339  
Exhibit B:       CARES Clauses

i:\agreements\2021 agreements\hhs\cort furniture\cort.furn.addendum.docx mlt

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

---

Robert Ed Sturdivant, County Auditor

Exhibit A:  
ADDENDUM TO COMMERCIAL LEASE  
AGREEMENT QUOTE ID 1198339

COMMERCIAL LEASE AGREEMENT

Order Date:09/01/2020  
 Estimated Delivery Date:09/10/2020  
 Showroom:CORT - HOUSTON WORKPLACE  
 Phone:713-781-2341



Customer#:1516046  
 Order#:1  
 Quote ID:1198339

Lease#: 1217494 Type: 20  
 New Delivery

Customer P.O.:  
 Territory Rep:Kimberly Dale RSX409SD Ho  
 Close Rep:Linda Walker

Lessee: Fort Bend County Bill To:Fort Bend County Ship To:Fort Bend County  
 1601 Industrial Blvd CORT Gov Accounts 1601 Industrial Blvd  
 Sugarland, TX 77478 PO Box 3536 Sugarland, TX77478  
 Capitol Heights, MD  
 20791  
 832-841-6089 832-841-6089 832-841-6089

Customer e-mail: ben.adesope@fortbendcountytexas.gov Customer Cell Phone:

LINE	ITEM#	DESCRIPTION	QTY	EACH	TOTAL
1	1504209	MICROWAVE WHITE 1000W	3	14.40	43.20
2	1504209	MICROWAVE WHITE 1000W	3	14.40	43.20
3	1504209	MICROWAVE WHITE 1000W	9	14.40	129.60
4	1604140	18 CU FT. TOP FREEZER REFRIGERAT	2	75.00	150.00
5	1604140	18 CU FT. TOP FREEZER REFRIGERAT	2	75.00	150.00
6	1604140	18 CU FT. TOP FREEZER REFRIGERAT	6	75.00	450.00
7	6604508	FOLDING TBL 30X96 GRAY GRANITE P	1	12.00	12.00
8	6604508	FOLDING TBL 30X96 GRAY GRANITE P	3	12.00	36.00
9	6604592	TRAINING TABLE TOP 24X60	Q	14.00	574.00
10	6604592	TRAINING TABLE TOP 24X60	Q	14.00	182.00
11	6604595	Q TRAINING TABLE LEGS GREY	Q	18.00	738.00

LEASE DISCLOSURE/EXPLANATION OF PAYMENTS

Amount Due At Lease Signing	Monthly Payments	Other Charges	Total of Payments
Advance Pmt. 1st Month's Rent 0.00	Lessee 1 <sup>st</sup> monthly payment of \$43,113.84 is due 10/01/2020	(Not part of monthly payment)	(The amount that will be paid by the end of the Lease Term)
Pro-Rated Rent 30,179.6	followed by 2 payments of \$43,113.84 due on the 1st of each month beginning in November. The total of Lessee's monthly payments for the Lease Term is \$129,341.52.	_____ \$ _____	\$217,341.52
(09/10 - 09/30)		_____ \$ _____	
Refundable Security Deposit 45,808.4		_____ \$ _____	Does not include any applicable security deposit and partial month payment.
Delivery, Setup & Pickup Fee 28,000.0		_____ \$ _____	
Installation Fee 60,000.0		_____ \$ _____	
One Time Tax 0.00	If Lessee made a partial month payment at the lease signing, a refund or credit will be issued to Lessee if lease is not extended beyond the lease term	_____ \$ _____	
One Time Discount 0.00			
Application Fee 0.00			
Health and Safety Fee 0.00			
<b>Total Payment Due \$ 163,988.15</b>		<b>Total: \$0.00</b>	

**OTHER IMPORTANT TERMS. Read the rest of this Lease document carefully for additional information on early termination, maintenance responsibilities, warranties, late payment and default charges, insurance, and any security interests, if applicable.**

**TERMS AND CONDITIONS:** Lessee (designated above) agrees to lease the property described above (the 'Property') from CORT Business Services (CORT) for 3 months (the 'Lease Term') beginning on the date the Property is delivered pursuant to this lease. After 3 months the Lease will continue on a month-to-month basis until terminated by CORT or Lessee. Any additions or deletions to the Property must be confirmed by CORT in writing and may also result in modifications in Lessee's monthly rental payment and/or additional transportation charges.

**Lessee's TOTAL MONTHLY PAYMENT** which is due each month on the first of the month is made up of Base Rent \$38,494.50 , Customer Protection Plan \$4,619.34, Sales/Use Tax (if applicable) \$0.00 , Other \$0.00.

**Unless restricted by law, Lessee will be charged a LATE PAYMENT FEE** equal to \$25.00 or 2% of the Total Amount Due as shown on the monthly invoice, whichever is greater, for each month that Lessee fails to pay, by its due date, the Total Amount Due shown on the monthly invoice. **Additionally**, all undisputed balances over thirty (30) days past due are subject to a **monthly interest charge** of 1.5% (unless restricted by law). These fees and charges shall be in addition to all other remedies available to CORT.

**CHECKS RETURNED OR CREDIT CARD CHARGES DECLINED FOR ANY REASON** are subject to a \$35.00 administrative charge.

**TAXES:** Lessee agrees to pay all sales and use taxes due as applicable. The total amount Lessee will pay during the Lease Term in Sales/Use Taxes is \$0.00.

**CUSTOMER PROTECTION PLAN (CPP):** Lessee agrees /  declines (check one) to pay the CPP fee. For this fee, CORT will bear all risk of damage or loss to the Property (including damage or loss caused by natural disasters such as fires, floods, earthquakes and tornadoes) EXCEPT for damage or loss caused by theft, disappearance, gross negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation), for which Lessee will remain responsible. The total amount Lessee will pay during the Lease Term in CPP fees is \$13,858.02. **If Lessee declines** the CPP, Lessee must provide CORT, prior to delivery, with a certificate of insurance evidencing fire and extended coverage protection for the full replacement value of the property which names CORT, as additional insured OR loss payee. If CORT, agrees to deliver the leased furniture prior to receipt of certificate of insurance, CPP fees will be charged until this certificate is received.

Initial \_\_\_\_\_

COMMERCIAL LEASE AGREEMENT

Order Date:09/01/2020  
 Estimated Delivery Date:09/10/2020  
 Showroom:CORT - HOUSTON WORKPLACE  
 Phone:713-781-2341

Customer#:1516046  
 Order#:1  
 Quote ID:1198339

Lease#: 1217494 Type: 20  
 New Delivery

Customer P.O.:  
 Territory Rep:Kimberly Dale RSX409SD Ho  
 Close Rep:Linda Walker



Lessee: Fort Bend County Bill To:Fort Bend County Ship To:Fort Bend County  
 1601 Industrial Blvd CORT Gov Accounts 1601 Industrial Blvd  
 Sugarland, TX 77478 PO Box 3536 Capitol Heights, MD Sugarland, TX77478  
 832-841-6089 20791 832-841-6089 832-841-6089

Customer e-mail: ben.adesope@fortbendcountytexas.gov Customer Cell Phone:

LINE	ITEM#	DESCRIPTION	QTY	EACH	TOTAL	
12	6604595	Q TRAINING TABLE LEGS GREY	Q	13	18.00	234.00
13	7034411	WORK CHAIR MESH BACK ARMS	UPSWING	188	20.00	3,760.00
14	7034411	WORK CHAIR MESH BACK ARMS	UPSWING	214	20.00	4,280.00
15	7034411	WORK CHAIR MESH BACK ARMS	UPSWING	164	20.00	3,280.00
16	7054641	Guest chair mesh/uphol/casters	SHIFTER	28	15.00	420.00
17	7604336	DUET BLACK STACK CHAIR	DUET STACK CHA	26	7.00	182.00
18	7604336	DUET BLACK STACK CHAIR	DUET STACK CHA	26	7.00	182.00
19	9412000	PANEL CABLE 47HX24W AO2	AOII	252	5.00	1,260.00
20	9412000	PANEL CABLE 47HX24W AO2	AOII	272	5.00	1,360.00
21	9412000	PANEL CABLE 47HX24W AO2	AOII	294	5.00	1,470.00
22	9412001	PANEL ENERGY 47HX24W AO2	AOII	14	6.50	91.00
23	9412001	PANEL ENERGY 47HX24W AO2	AOII	3	6.50	19.50
24	9412001	PANEL ENERGY 47HX24W AO2	AOII	4	6.50	26.00
25	9412004	PANEL CABLE 67HX24W AO2	AOII	11	7.00	77.00
26	9412004	PANEL CABLE 67HX24W AO2	AOII	63	7.00	441.00
27	9412005	PANEL ENERGY 67HX24W	AOII	110	9.00	990.00
28	9412005	PANEL ENERGY 67HX24W	AOII	95	9.00	855.00
29	9412005	PANEL ENERGY 67HX24W	AOII	92	9.00	828.00
30	9412006	PANEL CABLE 67HX48W AO2	AOII	11	9.50	104.50
31	9412006	PANEL CABLE 67HX48W AO2	AOII	63	9.50	598.50
32	9412007	PANEL ENERGY 67HX48W AO2	AOII	95	12.00	1,140.00
33	9412007	PANEL ENERGY 67HX48W AO2	AOII	110	12.00	1,320.00
34	9412007	PANEL ENERGY 67HX48W AO2	AOII	92	12.00	1,104.00
35	9412010	WORK SURFACE 72W AO2	AOII	215	5.50	1,182.50
36	9412010	WORK SURFACE 72W AO2	AOII	188	5.50	1,034.00
37	9412010	WORK SURFACE 72W AO2	AOII	164	5.50	902.00
38	9412017	POWER ENTRY WHIP 6' AO2	HERMAN MILLER	5	2.50	12.50
39	9412017	POWER ENTRY WHIP 6' AO2	HERMAN MILLER	18	2.50	45.00
40	9412017	POWER ENTRY WHIP 6' AO2	HERMAN MILLER	43	2.50	107.50
41	9412019	POWER POLE 67H AO2 10.5FT	AOII	25	7.00	175.00
42	9412019	POWER POLE 67H AO2 10.5FT	AOII	28	7.00	196.00
43	9412019	POWER POLE 67H AO2 10.5FT	AOII	1	7.00	7.00
44	9412023	RECEPTACLE DUPLEX A AO2	AOII	93	0.50	46.50
45	9412023	RECEPTACLE DUPLEX A AO2	AOII	109	0.50	54.50
46	9412023	RECEPTACLE DUPLEX A AO2	AOII	90	0.50	45.00
47	9412024	RECEPTACLE DUPLEX B AO2	AOII	93	0.50	46.50
48	9412024	RECEPTACLE DUPLEX B AO2	AOII	109	0.50	54.50
49	9412024	RECEPTACLE DUPLEX B AO2	AOII	90	0.50	45.00
50	9412025	RECEPTACLE DUPLEX C AO2	AOII	95	0.50	47.50
51	9412025	RECEPTACLE DUPLEX C AO2	AOII	95	0.50	47.50
52	9412025	RECEPTACLE DUPLEX C AO2	AOII	11	0.50	5.50
53	9412026	RECEPTACLE DUPLEX D AO2	AOII	95	0.50	47.50
54	9412026	RECEPTACLE DUPLEX D AO2	AOII	95	0.50	47.50
55	9412026	RECEPTACLE DUPLEX D AO2	AOII	11	0.50	5.50
56	9421028	PEDESTAL FILE / FILE FREESTANDIN	AO II	215	8.50	1,827.50
57	9421028	PEDESTAL FILE / FILE FREESTANDIN	AO II	188	8.50	1,598.00
58	9421028	PEDESTAL FILE / FILE FREESTANDIN	AO II	164	8.50	1,394.00
59	9914182	PANEL END CAP 47H AO2	AOII	308	1.00	308.00
60	9914182	PANEL END CAP 47H AO2	AOII	255	1.00	255.00
61	9914182	PANEL END CAP 47H AO2	AOII	276	1.00	276.00
62	9914185	CONNECTOR 2 WAY 67H 90 DEG AO2	AOII	1	2.00	2.00
63	9914185	CONNECTOR 2 WAY 67H 90 DEG AO2	AOII	32	2.00	64.00
64	9914185	CONNECTOR 2 WAY 67H 90 DEG AO2	AOII	206	2.00	412.00
65	9914192	CONNECTOR 3 WAY 67H 90 DEG AO2	AOII	61	3.00	183.00
66	9914192	CONNECTOR 3 WAY 67H 90 DEG AO2	AOII	37	3.00	111.00
67	9914192	CONNECTOR 3 WAY 67H 90 DEG AO2	AOII	48	3.00	144.00
68	9914194	CONNECTOR 4 WAY 67H 90 DEG AO2	AOII	90	3.50	315.00
69	9914194	CONNECTOR 4 WAY 67H 90 DEG AO2	AOII	82	3.50	287.00
70	9914194	CONNECTOR 4 WAY 67H 90 DEG AO2	AOII	8	3.50	28.00
71	9916605	CONNECTOR STRAIGHT LINE 62H AO2	AOII	95	0.50	47.50
72	9916605	CONNECTOR STRAIGHT LINE 62H AO2	AOII	121	0.50	60.50
73	9916605	CONNECTOR STRAIGHT LINE 62H AO2	AOII	155	0.50	77.50
74	9916620	VARIABLE HEIGHT FILLER PANEL CON	AOII	255	0.50	127.50
75	9916620	VARIABLE HEIGHT FILLER PANEL CON	AOII	308	0.50	154.00

COMMERCIAL LEASE AGREEMENT

Order Date:09/01/2020  
 Estimated Delivery Date:09/10/2020  
 Showroom:CORT - HOUSTON WORKPLACE  
 Phone:713-781-2341

Customer#:1516046  
 Order#:1  
 Quote ID:1198339

Lease#: 1217494 Type: 20  
 New Delivery

Customer P.O.:  
 Territory Rep:Kimberly Dale RSX409SD Ho  
 Close Rep:Linda Walker



Lessee: Fort Bend County Bill To:Fort Bend County Ship To:Fort Bend County  
 1601 Industrial Blvd CORT Gov Accounts 1601 Industrial Blvd  
 Sugarland, TX 77478 PO Box 3536 Capitol Heights, MD Sugarland, TX77478  
 832-841-6089 20791 832-841-6089 832-841-6089

Customer e-mail: ben.adesope@fortbendcountytexas.gov Customer Cell Phone:

LINE	ITEM#	DESCRIPTION	QTY	EACH	TOTAL
76	9916620	VARIABLE HEIGHT FILLER PANEL CON	276	0.50	138.00
			TOTAL PIECES:	7218	

**SECURITY DEPOSIT:** Lessee's security deposit, if required, will be refunded to Lessee upon return of the Property less an amount equal to any damage or loss to the Property (ordinary wear and tear excepted) not covered by the CPP Fee, any outstanding lease payments and any charges resulting from Lessee's failure to meet the provisions of the Lease. Lessee shall remain liable for any amounts owed by Lessee in excess of the security deposit. Lessee may not apply Lessee's security deposit to any payment owed under the Lease. **UPON TERMINATION OF THE LEASE, PLEASE PROVIDE CORT A FORWARDING ADDRESS SO THAT ANY FUNDS DUE TO LESSEE MAY BE PROPERLY REFUNDED.** Refund of monies owed to Lessee after termination of the Lease will be made by check unless Lessee is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately **fifteen (15) days** processing.

**DELIVERY:** CORT shall deliver the Property to the address specified above and on the date set forth above. Lessee grants CORT permission to enter the premises for the purposes of delivering and picking up the Property. CORT shall have no liability for damages resulting from any delay in delivery or pick up of the Property.

**ADDITIONAL TRANSPORTATION CHARGE:** If, through no fault of CORT, an additional pick up or delivery must be made to complete this transaction, an additional transportation charge not to exceed the original delivery charge will be due.

**TERMINATION AND PICK UP NOTICE:** In order to arrange for an orderly close out of this Lease and pickup of the Property, Lessee must give CORT at least FIFTEEN (15) days written notice prior to any termination of this Lease. Failure to provide such notice will result in an additional Pick Up Charge.

**RESPONSIBILITY FOR MAINTAINING THE PROPERTY:** CORT inspects the Property prior to delivery to insure that it is free of material defects or infestation. Lessee is responsible for maintaining the Property in good condition, subject to ordinary wear, and for any damage, loss or destruction not covered by the CPP Fee or Certificate of Insurance, whichever is applicable. In the event of damage or loss not covered by the CPP Fee or Certificate of Insurance, CORT will charge Lessee its costs of replacing or repairing the Property, including materials, parts and labor which will be detailed on the final billing statement. Lessee will not remove any item of Property from the delivery address without CORT's prior written approval. **IF LESSEE FAILS TO RETURN THE PROPERTY AS REQUIRED, LESSEE WILL BE LIABLE TO CORT FOR AN AMOUNT UP TO THE REPLACEMENT COST OF THE PROPERTY PLUS HANDLING FEES IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES DUE UNDER THIS LEASE.** Lessee agrees to indemnify, defend and hold CORT harmless from any and all liabilities, claims, suits, losses, damages, costs and expenses, including, interest, penalties and reasonable attorneys' fees, asserted against or incurred by CORT as a result of any claim that the Property is infested with insects or that insect infestation in the Property caused personal injury. Lessee also agrees to unconditionally release and discharge CORT and its officers, directors, employees and agents from any and all claims or suits for damages suffered by lessee as a result of insect infestation or personal injury caused by insects.

**WARRANTIES:** CORT is not the manufacturer of the Property provided under the Lease. **CORT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO SUCH PROPERTY INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**NO ASSIGNMENT:** This Lease may not be assigned by Lessee in whole or part.

**TITLE:** It is understood that this transaction is a lease and not a conditional sale or financing agreement. Title and ownership to each item of the Property shall remain with CORT. Lessee will not grant a security interest of any kind nor dispose of any item of Property. Lessee shall keep the Property free and clear from all levies, attachments, liens, and encumbrances and shall not in any way impair CORT's title in such Property. CORT has the right to file a financing statement at any time to give notice of its ownership of the Property.

**RIGHT TO DEMAND PERFORMANCE:** Any failure by CORT to require full performance by Lessee of the Lease shall not affect CORT's right to demand such performance in the future.

**CANCELLATION:** Lessee may cancel this Lease at any time prior to delivery of the Property. Cancellation of this Lease within two (2) business days of scheduled delivery will result in a cancellation fee not to exceed one month's rent. Refund of monies owed to Lessee after cancellation will be made by check unless Lessee is making automatic payments by credit card, in which case a credit will be issued to the card. Refunds will require approximately fifteen (15) days processing.

**DEFAULT:** Lessee will be in default under this agreement if (1) Lessee does not make any payment when due, (2) Lessee violates any of the lease provisions and fails to cure such violation within fifteen (15) days of the violation, (3) Lessee becomes subject to any bankruptcy or receivership proceeding, or (4) any statement which Lessee furnished to CORT proves to be false, misleading or incomplete in any material respect. Upon any event of default, CORT shall have the right to terminate this agreement and repossess the Property without legal process. Lessee will remain liable for all payments due hereunder and for the fair market value of the Property until all products have been returned and all payments that are outstanding have been remitted to CORT. Lessee shall also be liable for all costs, including reasonable attorney's fees, which may be incurred by CORT in enforcing these provisions.

**MULTI-USE PROVISION:** This Lease is intended for use in several jurisdictions. Lessee agrees that if any of its provisions shall be held invalid or unenforceable under the laws of the state or jurisdiction in which Lessee resides the remaining provisions shall be enforced as if the invalid term was not included herein.

**ENTIRE AGREEMENT:** This Lease contains the entire agreement between Lessee and CORT for the rental of the specified property, supersedes all prior agreements between Lessee and CORT for the specified property, whether written or oral, and any terms, other than the Late Payment Fee, may be amended only by a written document signed by both parties. CORT reserves the right to amend the Late Payment Fee upon 60 days prior written notice to Lessee. **LESSEE ACKNOWLEDGES THAT LESSEE HAS READ THIS LEASE COMPLETELY AND UNDERSTANDS AND AGREES TO ITS TERMS. FURTHERMORE, LESSEE HAS RECEIVED A COPY OF THE LEASE WHICH LESSEE WILL REFER TO AS NECESSARY IN Lessee's USE OF THE "PROPERTY".**

This Lease shall become effective upon the signatures of CORT's Manager or Authorized Representative and the satisfactory approval of Lessee's rental application.

LESSEE SIGNATURE:

CORT:

Lessee's AUTHORIZED REPRESENTATIVE	DATE	CORT RENTAL CONSULTANT	DATE
PRINTED NAME	TITLE	CORT MANAGER OR AUTHORIZED REPRESENTATIVE	DATE

# Exhibit B: CARES Clauses

## Code of Federal Regulations

---

### Title 2 - Grants and Agreements

---

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards  
Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

---

#### Pt. 200, App. II

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.