

TRANSIENT USE AGREEMENT
BETWEEN INTER-AGENCIES/INTER-INSTITUTIONS

This Agreement, entered into as of this _____ day of _____, _____, made by and between

_____ hereinafter called the Owner, and

_____ hereinafter called the User.

WITNESSETH:

A. This Agreement provides for the User to have access to and use of certain facilities of the Owner for specific hours and days, with the Owner retaining the facilities for its own use during other times, and the Owner retaining responsibility for normal utilities, security, upkeep, maintenance, and custodial care. The general Terms and Conditions are hereby made a part of this Agreement as fully as if incorporated verbatim herein, and are those contained in:

TTU CPP January 2005 Standard

Document 40703 (2 pages) Mutual or Transient Use Terms and Conditions

B. TERM OF AGREEMENT: The term of this Agreement shall commence on _____ and shall end on _____. Normal Notice for Termination shall be: _____ days.

C. RENTAL shall be: _____, payable in installments of \$ _____ per _____.

D. NOTICES shall be addressed:
to Owner at: _____ to User at: _____

E. LOCATION: The Owner hereby agrees to let the User access and make use of certain premises with the appurtenances situated in the County of _____, City of _____, located at _____, and more particularly described as follows:

- (1) **Primary Use Area:** The User will have full use of this area:

- (2) **Secondary Use Area:** The User will be further permitted to use these common areas on the same premises:

- (3) **Restricted Area:** The User will refrain from entering or using these areas:

- (4) During the Term of this Use Agreement, the User shall have use of Primary and Secondary areas during the following periods:

- (5) Exceptions to the normal periods of use, due to Owner closings for holidays or other reasons, include:

- (6) Specific scheduling of User's activities on the premises shall be managed by:

- (7) The User shall generally confine its activities on premises to the following purposes:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

OWNER

USER

BY: _____
Institution Executive

BY: _____
Institution Executive

Signatures must be by persons having contractual authority for the institutions, typically a President for University or Community College and the Vice-Chancellor or designated Director for a Technology Center. Individual names and titles should be edited in place of the generic "Institution Executive", and this note removed.