

TRANSIENT USE AGREEMENT

This Agreement is made this _____ day of _____, 20____, 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:

January 2005 Standard Document 40703 (2 pages) [Mutual or Transient Use Terms and Conditions](#)

B. TERM OF AGREEMENT:

1. 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. PURPOSES:

1. Users shall generally confine activities on premises to the following purposes:

2. Users will be further permitted to use common areas and convenience facilities on the same premises, and shall restrict use to areas reasonably necessary.

E. NOTICES shall be addressed:

To Owner at:

To User at:

F. **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:

BY: _____ BY: _____
(OWNER) Institution Executive (USER) Institution Executive

Based on Jan '05 Std/40503-2/Transient Use Agreement Form