

MUTUAL USE AGREEMENT
INVOLVING TENNESSEE TECH UNIVERSITY

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

_____ and _____

Each party shall have the role of "Owner" or "User" of respective facilities that are the subjects of this agreement.

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 AND SCHEDULING:

- (1) The term of this Use Agreement shall commence on _____ and shall end on _____. Normal Notice for Termination shall be: _____ days.

- C. RENTAL** shall be the mutual in-kind value of each party's use of the other's facilities.

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:

F. LOCATION 1: that the first named party will provide for use by the second named party:

(1) Space description

(2) During the Term of this Agreement, during the following periods:

(3) Exceptions to the normal periods of use, for holiday closings or other reasons, include:

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

G. LOCATION 2: that the second named party will provide for use by the first named party:

(1) Space description

(2) During the Term of this Agreement, during the following periods:

(3) Exceptions to the normal periods of use, for holiday closings or other reasons, include:

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

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

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.