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| --- | --- | --- | --- | --- | --- |
| F.Y. | Cost Center | Obj. Code | Amount | Vendor # | P.O. # |
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**INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE**

**AND**

**INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE**

**LEASE AGREEMENT - CAMPUS TO CAMPUS**

TOTAL AMOUNT: $ total lease amount over term

**INSTRUCTIONS:***This form can be used for facilities use agreements between two or more members of the Minnesota State Colleges and Universities. This form should not be used for agreements with private parties, state agencies, or with the University of Minnesota. UNLESS ALL SIGNATORIES TO THIS DOCUMENT ARE EMPLOYEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM, THIS AGREEMENT SHALL BE INVALID AND UNENFORCEABLE.*

For purposes of this agreement, the “HOST Campus” is the campus providing the physical space to be leased, and the “GUEST Campus” is the campus leasing space from another.

This Campus to Campus Lease Agreement is entered into between Insert Name of College/University/System Office, (hereafter “HOST CAMPUS”), and Insert Name of College/University/System Office, (hereafter “GUEST CAMPUS”).

1. LEASED PREMISES. HOST CAMPUS shall provide and GUEST CAMPUS shall lease the following:

Insert number square feet of insert proposed use, such as classroom, office space for the insert program name of Guest Campus in identify building name/suite number, at the HOST CAMPUS located in insert city or campus location.

The Leased Premises is located in the building outlined and identified on the campus plan as shown on **Exhibit A**, attached and incorporated herein. The Leased Premises floor plan, including room/s and/or classrooms, is outlined and identified on the building floor plan as shown on **Exhibit B**, attached and incorporated herein. *[For scheduling requirements or shared rooms, add details of arrangement to* ***Exhibit B,*** *as attached.]*

1. PAYMENT. GUEST CAMPUS shall make payments to the HOST CAMPUS on a  basis, in arrears, on the final day of the . Payment shall include all campus operating expenses, including, but not limited to utilities, trash removal, maintaining common areas and general maintenance, except those expenses specifically described in Section 5. Payment shall be made as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Term** | **Square Feet** | **Payment Rate Per Square Foot** | **Payment** | **Annual Payment** |
| 7/1/2012 to 6/30/2013 |  | $     /s.f. | $ | $ |
| to |  | $     /s.f. | $ | $ |
| to |  | $     /s.f. | $ | $ |
| to |  | $     /s.f. | $ | $ |
| to |  | $     /s.f. | $ | $ |
|  |  |  |  |  |
| Total | | | | $ |

*[Optional language for payment increases is provided below. Delete these bracketed areas if this does not apply]:*

**[**HOST shall have the right to increase payment amount every *insert month and day, such as July 1st* during the term of the lease by an amount not to exceed *insert numeric value* percent (%) of the previous year’s payment amount. Host shall provide sixty (60) days written notice prior to any such increase and such notice shall become part of this Agreement.]

1. TERM. The term shall start on insert full date, (e.g., July 1, 2011) and shall end on insert full date (e.g., June 30, 2014).

[Option to Renew language is provided below. Delete these bracketed areas if this does not apply]**:**

**[**OPTION TO RENEW.

* 1. HOST CAMPUS grants and GUEST CAMPUS accepts the right to one option to renew this lease for a period of *[insert number of years or other time period]* at the same terms, conditions, and payment rate in effect at the end of this Lease Agreement.
  2. To exercise the above noted option, GUEST CAMPUS must indicate in writing its intent to exercise said option *[insert number of days such as* thirty (30)*]* days prior to the expiration date of this Lease Agreement.**]**

1. PARKING. HOST CAMPUS shall make parking available under the same terms and conditions that are available to HOST CAMPUS staff, students and faculty.
2. OTHER COSTS.
   1. BUILD-OUT**.** [Optional language for preparing the space for the GUEST CAMPUS, i.e. building walls, classroom space, technology, etc., or delete this section and write in: Space taken in “As Is” Condition if no work is being performed.] HOST CAMPUS shall complete the work as identified on **Exhibit C**, attached and incorporated herein, for a cost not to exceed $ insert dollar amount. HOST CAMPUS will invoice GUEST CAMPUSfor the cost upon the delivery of space for occupancy. HOST CAMPUS will deliver the space to GUEST CAMPUS by the first day of the term. If HOST CAMPUS is not able to do so, payments will be abated for each day HOST CAMPUS fails to deliver the space and the start date of the lease will be adjusted accordingly.
   2. OFFICE SERVICE CHARGES. HOST CAMPUS will utilize cost centers to charge telephone line rental, long distance telephone charges, Internet access, photocopying, mailing cost, motor pool expenses (if applicable) and other miscellaneous charges incurred by authorized GUEST CAMPUS staff. HOST CAMPUS will send reports of expenses charged to the cost centers to the designated GUEST CAMPUS staff contacts as outlined in the Notice provision identified below. Upon receipt of above-referenced invoices, as outlined in the Invoice provision identified below, GUEST CAMPUS will reimburse HOST CAMPUS for actual expenses charged to the cost centers. This amount will not exceed insert dollar amount, e.g., $250.00 per month.
3. ALTERATIONS. GUEST CAMPUS may complete any alterations or improvements to the Leased Premises with the consent of the HOST CAMPUS. If the parties agree to such alternations or improvements, they shall enter into an amendment to this Agreement setting forth the terms under which GUEST CAMPUS may complete such alterations or improvements. All alterations or improvements shall comply with Minnesota State design and construction standards.

1. TERMINATION. Either party has the right to terminate this lease, without penalty, upon providing the other party with thirty (30) day written notice. In the event this Agreement is terminated by either party, the remaining payments due and payable shall be prorated to the termination date.
2. DISPUTE RESOLUTION. Unless the parties and the Chancellor’s office have agreed to a different method of dispute resolution, and attached the same to this Lease Agreement, the parties shall submit the dispute to the Chancellor or the Chancellor’s designee for resolution.
3. INVOICES. Invoices will be sent by HOST CAMPUS to GUEST CAMPUS at the end of each  for payment on the Leased Premises and at the end of each for all other charges.
4. NOTICES. For purposes of this Agreement, all notices or requests for payment shall be sent to the following Authorized Representatives:

HOST CAMPUS: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUEST CAMPUS: Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax:  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

With a copy to:

Minnesota State Colleges & Universities

Attn: Real Estate Services

30 7th Street E., Suite 350

St. Paul, MN 55101-7804

All original bills, invoices and statements from HOST CAMPUS to GUEST CAMPUS shall be mailed, emailed, faxed, or personally delivered to the GUEST CAMPUS only.

1. AMENDMENTS. All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.
2. REPORTING. A copy of this Campus to Campus Agreement, and any and all Amendments to this Agreement, shall be sent to:

Minnesota State Colleges & Universities

Attn: Real Estate Services

30 7th Street E., Suite 350

St. Paul, MN 55101-7804

1. JANITORIAL SERVICES AND MAINTENANCE. Regular janitorial services and maintenance of the Leased Premises, to campus standards, shall be provided by the HOST CAMPUS.
2. INSURANCE AND LIABILITY.
   1. Property Damage. It shall be the duty of the HOST CAMPUS and the GUEST CAMPUS, including its contractors, subcontractors and/or agents, to maintain insurance or self-insurance on their own property, both real and personal, and for any Work conducted on the Leased Premises.
   2. Liability. HOST CAMPUS and GUEST CAMPUS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
3. CASUALTY. If the Leased Premises are damaged or destroyed by fire, flood or other casualty to the extent they are untenantable in whole or in part, HOST CAMPUS shall make every effort to relocate GUEST CAMPUS to a comparable location until HOST CAMPUS completes repair or rebuilding of the Leased Premises.
4. EFFECTIVE DATE. This Agreement is effective upon the date the final required signature is obtained by the parties.

1. OTHER PROVISIONS: [Attach additional pages as necessary. If “none” then delete these instructions and write “None”.]

**APPROVED:**

**HOST CAMPUS: INSERT NAME OF HOST CAMPUS**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GUEST CAMPUS: INSERT NAME OF GUEST CAMPUS**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VERIFIED AS TO ENCUMBRANCE**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AS TO FORM AND EXECUTION**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

Campus Plan

*[Insert a campus plan with the Leased Premises (building) clearly marked. This Exhibit A, Campus Plan must be attached to the Lease Agreement to be executed by both parties]*

Exhibit B

Floor Plan

*[Insert a building floor plan layout with the Leased Premises clearly marked by outlining and/or crosshatching. Any shared rooms, special arrangements or scheduling details may be included in this Exhibit B, use additional Exhibit B pages (with page numbers) as needed. This Exhibit B, with Floor Plan, must be attached to the Lease Agreement to be executed by both parties.]*

**Exhibit C**

Description of Work to Prepare Leased Premises

*[Insert the detailed description of work to be performed, or if no changes, insert [Space to be taken in “as is” condition]*

*(If formal construction documents have been drawn up and agreed upon by both parties,*

*make a reference to the construction documents here.)*