

## INTERAGENCY SPACE USE AGREEMENT

Between

**Board of Regents of the University of Wisconsin, University of Wisconsin-**\_\_\_\_\_, Landlord or Tenant

And

(\_\_\_\_\_), Tenant/Landlord

**PREMISES:** Landlord agrees to make office space containing approximately \_\_\_\_ square feet (the "Space") located at \_\_\_\_\_ in the City of \_\_\_\_\_, Wisconsin. Tenant shall use the space for one \_\_\_\_\_(agency/group) staff person. In addition, the staff of Tenant regularly assigned to this office shall have access to the common facilities landlord may have available for use within applicable rules. A separate phone number and voice mail will be assigned to provide direct calling. Mail, copier and FAX service will be provided.

**TERM:** The Space shall be made available to the Tenant on or about \_\_\_\_\_ 1, 20\_\_ and shall continue until either Tenant or Landlord elects to terminate the occupancy upon 90 days written notice.

**RENT:** The Tenant shall pay the Landlord during the first year of occupancy commencing with the term, tenant shall pay landlord the amount of \$\_\_\_\_\_ per month.

**TENANTS COSTS:** All utility costs, internet, phone, and janitorial services shall be included with the Space. Other costs for services outside of this agreement shall be negotiated between the Landlord and the Tenant. Copy and mail charges will be billed directly to Tenant.

**REVISIONS.** Revision of the Agreement may be made by mutual agreement. The revision will be effective only when each party attaches an addendum or amendment to this Interagency Agreement signed by the authorized representative of each party.

**MAINTENANCE:** The Landlord shall maintain the Space in good repair and tenantable condition throughout the term of this agreement, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees. Landlord reserves the right to enter and inspect the Space and make any necessary repairs thereto. Costs for repairs (including replacements) to the Space due to misuse or negligence by an employee of Tenant shall be reimbursed to the Landlord.

**NOTICES:** Each party is required to provide thirty (30) day written notice to the other party if there is a change in the agreement. Problems, if any, concerning Subtenant's occupancy of the Space shall be brought to the attention of Tenant and for resolution.

If to Landlord:

WI

If to Tenant:

**TERMINATION.** Either party can terminate this Agreement for any reason by a 30-day written notice by either party to the NOTICES address above.

**HOLD HARMLESS:** Tenant agrees to protect, indemnify and save the Board of Regents of the University of Wisconsin System harmless from and against any and all claims, and against any and all loss, cost, damage or expense. The Tenant shall provide liability protection for its officers, employees, and agents while acting within the scope of their employment. The Tenant further agrees to indemnify and hold harmless the Landlord for any and all liability occurring in connection with this Agreement, where such liability is founded upon or grows out of acts or omissions of any of the Tenants officer, employees or agents while acting within the scope of their employment, where protection is afforded by §893.82 and 895.46(1), Wis. Stats.

**INSURANCE:** Tenant agrees to maintain liability coverage for its officers, employees, and agents under the State of Wisconsin Self-Funded Liability Program. Tenant also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University.

**GOVERNING LAW:** This agreement shall be construed in accordance with the laws of the State of Wisconsin.

Tenant:

\_\_\_\_\_ Date

Subtenant:

\_\_\_\_\_ Date