

**THE TEXAS A&M UNIVERSITY SYSTEM  
INTRASYSTEM FACILITY USE CONTRACT**

This Intrasystem Facility Use Contract ("Contract") is entered into by and between the members of **THE TEXAS A&M UNIVERSITY SYSTEM** (the "A&M System") specified below as "Contracting Parties," pursuant to System Regulation 41.01.01, Section 11, Intrasystem Agreements.

**ARTICLE 1**  
**CONTRACTING PARTIES**

1.01 The Performing Member is \_\_\_\_\_  
(hereinafter "\_\_\_\_\_").

1.02 The Receiving Member is \_\_\_\_\_  
(hereinafter "\_\_\_\_\_").

1.03 \_\_\_\_\_ and \_\_\_\_\_ will be referred to herein collectively as "the Parties."

**ARTICLE 2**  
**SERVICES TO BE PERFORMED**

2.01 General.

(a) The property described as \_\_\_\_\_  
(the "Building") located at \_\_\_\_\_  
has been assigned by the A&M System to \_\_\_\_\_.

(b) The portion of the Building to be used by \_\_\_\_\_ is approximately \_\_\_\_\_  
square feet and will include room numbers \_\_\_\_\_ (the "Premises").

2.02 Space Use.

(a) During the Term, \_\_\_\_\_ agrees to provide \_\_\_\_\_ with the exclusive use of the Premises and the nonexclusive use of all common areas and parking not otherwise reserved for exclusive use.

(b) Special Provision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Special Provision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.03 Repairs and Improvements.

(a) \_\_\_\_\_ may, at its cost, make repairs and/or construct improvements to the Premises during the Term of the Contract as may be necessary and/or deemed required by \_\_\_\_\_ for its use of the Premises.

(b) Any construction of improvements and/or repair plans, excluding minor repairs typically required for building occupation, must be approved in writing by \_\_\_\_\_ prior to commencement of the construction or repairs. \_\_\_\_\_'s approval of improvements or repairs will not be unreasonably withheld or delayed.

(c) \_\_\_\_\_ will be responsible for the cost of any repairs due to damage of the Premises during the Term of the Contract.

(d) Special Provision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.04 Furnishings and Equipment. Furnishings and equipment acquired by \_\_\_\_\_ for use in the Premises will remain the property of \_\_\_\_\_ and may be removed by \_\_\_\_\_ at any time.

**ARTICLE 3**  
**CONTRACT AMOUNT AND PAYMENT**

3.01 Fee.

(a) During the Term, \_\_\_\_\_ will pay \_\_\_\_\_ \$\_\_\_\_\_ per month for the use of the Premises which is the nearest practicable estimate of the cost incurred by \_\_\_\_\_ for the Premises.

(b) The fee set forth in Section 3.01(a) will include all utilities, IT connections and basic support, and routine facility maintenance.

(c) \_\_\_\_\_ will be responsible for any consumable supplies used in the Premises, personal protective equipment, and additional support services not mentioned in Section 3.01(b), and cleaning beyond routine facility maintenance.

**ARTICLE 4**  
**TERM OF CONTRACT**

4.01 Term. This Contract will commence on \_\_\_\_\_, 20\_\_\_\_ and will expire at midnight on \_\_\_\_\_, 20\_\_\_\_, unless terminated sooner by mutual agreement or as provided by Section 4.02 of this Contract.

4.02 Early Termination. Either party may terminate this Contract without cause by sending the other party 60 calendar day's written notice stating the intent to terminate.

**ARTICLE 5**  
**MISCELLANEOUS**

5.01 Notices. Any notice required or permitted under this Contract must be in writing, and will be addressed as follows:

_____:	_____
	Attn: _____
	_____
	Phone: _____
	Email: _____
_____:	_____
	Attn: _____
	_____
	Phone: _____
	Email: _____

The parties can change their respective notice address by sending to the other party a notice of the new address.

5.02 Assignment. This Contract may not be assigned by either party.

**ARTICLE 6**  
**CERTIFICATIONS**

6.01 By execution of this Contract, the parties certify that:

(a) The resources and services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the contracting members of The Texas A&M University System;

(b) The resources and services contracted for are not required to be by Section 21 of Article XVI of the Texas Constitution to be supplied under contract given to the lowest responsible bidder; and

(c) The proposed arrangements serve the interests of efficient and economical administration of the State of Texas.

6.02 By execution of this Contract, the parties bind themselves to the faithful performance of this Contract.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

Executed by \_\_\_\_\_, as the Performing Member, this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_  
by a duly authorized officer.

\_\_\_\_\_,  
a member of The Texas A&M University System,  
an agency of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by \_\_\_\_\_, as the Receiving Member, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by a duly authorized officer.

\_\_\_\_\_,  
a member of The Texas A&M University System,  
an agency of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_