

## FACILITY LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between MOUNTWEST COMMUNITY & TECHNICAL COLLEGE hereinafter referred to as "MCTC" and \_\_\_\_\_ hereinafter referred to as "LESSEE".

For other good and valuable consideration, MCTC leases to LESSEE, and LESSEE does hereby lease from MCTC, subject to the terms and conditions hereinafter set forth, the premises, hereinafter referred to as the "leased premises", located at One Mountwest Way, Huntington, WV. Room number \_\_\_\_\_.

The term of this lease shall be \_\_\_\_\_, commencing at \_\_\_\_\_ .m., on \_\_\_\_\_, 20\_\_\_\_, and ending at \_\_\_\_\_ .m., on \_\_\_\_\_, 20\_\_\_\_.

LESSEE agrees to pay a damage deposit of \$\_\_\_\_\_. LESSEE also agrees to pay MCTC as rent for the leased premises the sum of \$\_\_\_\_\_ dollars, at the MCTC business office.

LESSEE agrees that MCTC shall at all times, insofar as the leased premises are concerned, fully and promptly comply with all laws, ordinances, and regulations of any government or lawful authority having jurisdiction of the leased premises.

LESSEE agrees to permit no waste of the property but rather to take good care of the same and LESSEE further agrees that at the expiration of the rental term, the LESSEE will quit and surrender possession of the leased premises in as good condition as received by LESSEE, reasonable wear and tear expected.

MCTC shall not be liable for any loss, theft, damage, or destruction to property of the LESSEE while on the leased premises, regardless of the cause, including items shipped prior to the date of the event. The LESSEE shall place LESSEE's property on the leased premises at the sole risk of the LESSEE. Should items need to be secured in meeting rooms, arrangements must be made in advance with the Event Coordinator. Any equipment of the user remaining on the premises for more than ten (10) days shall be considered abandoned and may be disposed of by the Event Coordinator as he/she deems fit.

MCTC reserves the right to inspect and control all events held on the premises. Liability for damages to the premises and conduct of the guests in attendance will be the responsibility of the LESSEE.

LESSEE agrees to indemnify and hold MCTC harmless from any and all liabilities, damages, loss, costs and expenses arising out of third party law suits, claims of injury to persons or damage to property in connection with the activities held on the premises of Mountwest Community & Technical College.

LESSEE understands and acknowledges that MCTC has no control over any activities held on the leased premises during the term of this LEASE AGREEMENT. LESSEE releases and discharges all claims against MCTC and hereby assumes full responsibility for any injuries, damages, or losses that LESSEE or invitees of LESSEE may incur in connection with said activities.

LESSEE shall not assign this LEASE AGREEMENT without the prior written consent of MCTC. The applicant agrees not to sublet or transfer the rights or privileges under an approved lease to any other individual, group, or organization.

LESSEE has fully and completely read this LEASE AGREEMENT and the policies and procedures stated in the MCTC Facilities Usage Policies and Procedures Manual, understands the terms and the consequences thereof, and hereby agrees to abide by the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MOUNTWEST COMMUNITY & TECHNICAL COLLEGE:      LESSEE:

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

Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_