

Facilities Sharing Agreement

SLS SAMPLE DOCUMENT 07/11/17

This document ("Agreement") sets out the basis on which [] ("Client") will make facilities available to the collaborator named below:

Collaborator Information

Organization name	
Organization mission	
Contact Person	
Phone number	
Fax number	
E-mail address	
Mailing address	

Client Information

	Administrative Contact Person	Facilities Management Contact Person
Name		
Phone number		
Fax number		
E-mail address		
Mailing address		

Use Information

Client facility address ("Building")		
Purpose of use		Is Collaborator hosting minors in the Building? <input type="checkbox"/> Yes <input type="checkbox"/> No
Permitted activities		
Start and end dates (not to exceed one year)		
Physical workspace available ("Workspace")	<i>(insert description of workspace)</i>	<input type="checkbox"/> Non-exclusive use <input type="checkbox"/> Exclusive use
Additional resources available ("Resources")	<i>(e.g., utilities, office supplies, meeting rooms, parking space/validation)</i>	
Hours of use		
Collaborator staff/contractors given access to Building	<i>(names or positions of staff/contractors)</i>	

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

Workspace/safety training for Collaborator staff and participants	<i>(describe training/safety duties of Client and Collaborator)</i>
---	---

Collaborator Responsibilities

Daily/weekly setup	<i>(set-up duties and costs Collaborator is responsible for)</i>
Daily/weekly takedown	<i>(take-down duties and costs Collaborator is responsible for)</i>
Collaborator insurance	<i>(if applicable)</i>

Fees and Expenses

Fee	Collaborator will pay Client a [total of/monthly payment of] \$_____ for use of the Workspace.
Utilities and Office Supplies	<p>Collaborator will reimburse Client for additional Workspace-related expenses Client incurs, including:</p> <ul style="list-style-type: none"> • [list relevant expenses, such as phone, internet, office supplies, etc.] OR • [list fixed-cost monthly/bimonthly utilities charge]
Payment timing	<p>Collaborator will pay Client the Workspace use fee as follows:</p> <p>Client will invoice Collaborator [monthly/bimonthly] for the additional Workspace-related expenses. Collaborator will reimburse Client within thirty (30) days after receiving the invoice.</p>

This Agreement, which consists of this form (called "Use Plan") and the attached terms and conditions, creates a legal contract between Collaborator and Client. By signing below, Collaborator confirms that Collaborator understands and agrees to the terms of this Agreement.

[Client]

[Name of Collaborator]

Signature

Signature

Print name

Print name

Print title

Print title

Date

Date

Terms and Conditions

1. Workspace Use

1.1 Use

Client authorizes Collaborator to use the Workspace during the period set out in the Use Plan. Collaborator will use the Workspace only for the purposes and activities set out in the Use Plan.

1.2 No Automatic Renewal

The Agreement does not automatically renew. Use of the Workspace after the term set out in the Use Plan requires entry into a new written agreement. Past renewals are not commitments to renew in the future, and Client may decline to renew for any reason.

1.3 Fees and Payment

Collaborator will pay Client the fees, and reimburse Client for use of Resources, in the amounts and in the manner set out in the Use Plan.

1.4 Non-Interference

Collaborator will not interfere with the normal operations of Client in the Building. Collaborator acknowledges Client's primacy with respect to all areas of the Building and to all Resources.

1.5 Hours of Operation

Client will make Workspace available to Collaborator on the specific days and times specified in the Use Plan. As the Building is used by Client and by others, any request by Collaborator for use during other hours must be cleared and approved by Facilities Management.

1.6 Relocation

Upon reasonable notice, Client may limit access to or relocate the Workspace in order to accommodate Client events, or for other Client needs.

2. Resources

2.1 Equipment and Supplies

Collaborator may use Resources only as provided in, and only for the purposes stated, in the Use Plan. In using Resources, Collaborator will follow the instructions of and coordinate with Facilities Management. Collaborator may make reasonable use of restrooms near the Workspace.

2.2 Parking

Except as may be indicated in the Use Plan, Client does not provide access to, or validation for, parking by Collaborator employees, directors, officers, participants, contractors, volunteers, guests, vendors or other persons (collectively, "Collaborator Party").

3. Maintenance, Alterations, and Inspections

3.1 Maintenance and Standards

Collaborator will keep the Workspace in good order, condition, and repair. Collaborator is responsible for any needed room set-up and take-down. In all its activities, Collaborator will act with due care, in accordance with applicable laws and Client's access and security policies,

and in a manner consistent with the nature of the nearby activities in the Building.

3.2 No Alterations; Signage

Collaborator may not make improvements or alterations to the Workspace without first obtaining written approval from Client. Collaborator may not post signage either on the exterior or the interior of the Building without first obtaining approval of Facility Management.

3.3 Inspection

Client may inspect the Workspace at any time. Client may immediately remove or ask Collaborator to remove any material Collaborator brings into the Workspace Client deems dangerous, inappropriate, or harmful to the Client working environment.

4. Damage and Loss

4.1 Damage

Collaborator will be responsible for any damage to the Workspace and Building caused by Collaborator or any Collaborator Party and for the theft or damage of any Resource or other property in the Building. Collaborator will fully reimburse Client for all costs incurred in repair or replacement of damaged or stolen property.

4.2 Client Non-Responsibility

Client will not be responsible for the loss, theft or damage of Collaborator's equipment or belongings, or the equipment or belongings of any Collaborator Party that may be stored or brought into the Building by such persons. Collaborator assumes the risk of such loss.

5. Marketing, Promotion, and Media

5.1 Name and Logo Use

Without first obtaining Client's written consent, Collaborator may not use Client's name or logo on its website, marketing materials, and other outreach-oriented materials. Client may use Collaborator's name and logo on websites, marketing materials, and other outreach-oriented materials.

5.2 Media

Client may film, tape, photograph, interview, and otherwise document Collaborator's operations and activities in the Building. All video, photographic, audio, written, and other materials Client produces in connection with its activities, and all copyrights in these materials, will be the sole property of Client, and may be made available by Client to third parties on Client's website, in Client's publications, or through any other media, at Client's sole discretion.

6. Acknowledgements

6.1 No Lease or Rights in Client Property

Collaborator's right to use the Workspace is a revocable license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in any Client property.

6.2 No Representations

Client is not making any representations or warranties to Collaborator about the Building or the Resources, including the suitability of the Workspace or sufficiency of the Resources for Collaborator's activities. Collaborator accepts the Workspace on an "as-is" basis as of the date of occupancy.

7. Insurance, Liability, and Indemnification

7.1 Insurance

Collaborator will carry or obtain insurance if any, specified in the Use Plan. Collaborator is not insured by Client.

7.2 Liability Limitation

Collaborator will not hold Client responsible for any accidents or injuries that may occur in connection with Collaborator or any Collaborator Party's use of the Building.

7.3 Indemnification

Collaborator will defend, indemnify, and hold Client and its directors, officers, employees, agents, and assigns (collectively, the "Client Parties"), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from: (a) Collaborator's or any Collaborator Party's use of and activities in the Workspace and Building, (b) death of or injury to person or property of any Collaborator Party; (c) any breach by Collaborator of this Agreement, or (d) any other act or omission by Collaborator in connection with this Agreement. For clarity, claims subject to indemnification include, without limitation, claims arising from activities that injure or otherwise harm any Client employees, volunteers, or clients. Collaborator will have no obligation to indemnify Client Parties to the extent the liability is solely caused by a Client Party's gross negligence or willful misconduct.

8. Termination

8.1 Termination

Collaborator and Client may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Client may also terminate this Agreement upon a material breach of this Agreement by Collaborator, effective immediately upon delivery by Client to Collaborator of a written notice to that effect.

8.2 Surrender of Workspace; Other Effects

Upon termination of Agreement, Collaborator will, at its expense, surrender the Workspace in good order and condition, reasonable wear and tear excepted, and will remove all of Collaborator's personal property. In addition, Client and Collaborator will promptly cease any use of any of the other's materials, names, logos, and other marks. Sections 4, 5.2, 7.2, 7.3, 8 and 9 will continue in effect.

8.3 Personal Property

If Collaborator leaves any of its personal property in the Building after the termination of this Agreement, Client

may store it for Collaborator's account, and at Collaborator's risk and expense. Client will release this property only when Collaborator pays all charges in relation to storage and any other outstanding amounts owed to Client under this Agreement. If Collaborator does not reclaim its property within the period permitted by law, Client may sell it in accordance with law, and may apply the proceeds of the sale to any outstanding amounts Collaborator owes Client under this agreement.

9. General Provisions

9.1 Entire Agreement; Amendment

This Agreement describes Client's and Collaborator's entire agreement and supersedes all prior or contemporaneous written or oral communications between Client and Collaborator relating to use of the Workspace. This Agreement may be amended only as stated in a writing signed by both Client and Collaborator stating that it is an amendment to this Agreement.

9.2 No Assignment

Collaborator may not assign, sublease, or license all or any part of the Workspace.

9.3 Third Party Beneficiaries

Except as specifically provided in Section 7.3 this Agreement is for the exclusive benefit of Client and Collaborator, and not for the benefit of any third party including, without limitation, any Collaborator Party.

9.4 Independence

Client and Collaborator are and will remain independent contracting entities. Collaborator will have sole responsibility for the planning, management, and carrying out of Collaborator's activities in the Workspace. The arrangements contemplated by this Agreement do not create an ownership, lease, easement, other property relationship, partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Collaborator has the power or authority to bind or obligate the other to a third party or commitment in any manner.

9.5 Severability; Waiver

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

* * * * *