

LEASE

Between Great Falls College Montana State University

and

Montana State University Foundation, Inc.

This Lease is entered into by and between Great Falls College Montana State University (“Lessor”) with a mailing address of: 2100 16th Avenue South, Great Falls, MT 59405 and Montana State University Foundation, Inc. (“Lessee”) with a mailing address of 1501 South 11th Avenue, PO Box 172750, Bozeman, MT 59717-2750. Lessor and Lessee (collectively “the Parties”) agree as follows:

1. **USE OF PREMISES:** Lessor hereby leases to Lessee Room G113 in Lessor’s main building on the Great Falls campus consisting of approximately 101.5 square feet (“Premises”). Use of these Premises by Lessee will consist of general business functions, as well as any and all activities in support of the operating agreement between Lessor and Lessee.
2. **SIGNAGE:** At Lessee’s request and expense, Lessor may prepare and affix a sign consistent with the decor and general atmosphere of the Great Falls campus to denote the purpose and occupancy of the Premises, inclusive of Lessee’s logo. Other signs that may be posted shall be approved by Lessee’s Executive Director of Community Relations before being displayed and/or installed. Accepted Great Falls campus policies and procedures must be followed regarding installation.
3. **SERVICES PROVIDED BY LESSOR:**
 - a. Lessor will provide the following services to the Premises at no additional charge to Lessee:
 - i. Office/Business Equipment, unless provided by Lessee – 1 computer, 1 printer, and 1 telephone with caller ID and conference- calling capabilities as well as speaker phone or headset capabilities. Fees for network access and maintenance, if any, are listed below.
 - ii. Security – the same basic security services as are provided to the campus as a whole shall be provided during non-business hours, including locking the building doors from scheduled building closing until scheduled reopening. Access to the building will not be available during non-business hours.

- iii. Janitorial services – said services will be provided on the same schedule to the other portions of the building in which the Premises are located.
 - iv. Utilities – including heat, electricity, and water.
 - v. Mail – basic mail service including collection of outgoing, distribution of incoming mail, and signature-required items will be provided according to Lessor’s established protocols during times when a representative of Lessee is present. When said representative is not present or available, this service shall be rendered according to protocols provided to Lessor from Lessee.
 - vi. Conference Rooms/Meeting spaces – access to and usage of conference rooms and meeting spaces to the extent that they are available for business-related meetings of short to moderate duration. Lessee may reserve the spaces through Lessor’s Event Management System (EMS).
- b. The following services shall be available to Lessee at the normal rate or the rate specified:
- i. Event space – Lessee shall be responsible for paying normal rental rates for spaces used for significant events or meetings of extended duration.
 - ii. Catering and other direct costs incurred by the Lessee which is not otherwise provided by Lessee under this Lease.
 - iii. Internet Access and Information Technology Services at \$125 per year per computer (use must be according to Lessor’s established network policy and procedures):
 - network connections, network access, and network file backup
 - 1 data port and 1 phone port (Phone port to have one telephone number)
 - maintenance on computers when needed (provided through Lessor’s IT Department)
 - iv. Printer Maintenance at \$60 per year per printer – maintenance on the printers, printer network access, and technical support by Lessor’s IT staff on Lessee’s printers at the Leased Premises.
 - v. Toner and toner cartridges for printer(s) at current rate at time of toner replacement.
 - vi. Long-Distance Calling Capability at \$360 per year per phone line

- vii. Long-distance calls and fax services – Lessee shall be billed monthly for any long distance calls or faxes.

4. LESSEE SHALL PROVIDE THE FOLLOWING:

- a. Security of leased premises – exclusive of the basic security services provided by Lessor as outlined above, Lessee shall be responsible for the security of the leased Premises deemed necessary by Lessee to protect the Premises and any improvements, personal property and effects therein.
 - b. Office Furniture – Lessee shall provide any furniture needs that are not built-in as part of the building/office construction or is not originally resident in Room G113 at the commencement of this Lease.
5. LEASE TERM: The term of this Lease is two (2) years, beginning _November 17, 2012 and continuing through November 16, 2014 at an annual rate of \$950.00, exclusive of other service costs outlined in section 3 above.
6. AUTOMATIC RENEWAL: Absent amendment or termination according to the terms set forth in this Lease, this lease shall AUTOMATICALLY RENEW for an additional one (1) year period ending on November 16, 2015 according to the terms set forth in this Lease or in one or more superseding amendments (if any).
7. MODIFICATIONS: This Lease may be modified only in writing signed by the originating party. The modifications must be agreed upon by both Parties with an amended agreement signed by both parties.
8. TERMINATION: This Lease may be terminated by either party at any time through written notice provided to other party through its liaison and at the address listed below through one or more of the following means: email or certified mail. Notwithstanding the provisions herein:
- a. Lessor, by written notice to Lessee, may at any time immediately terminate the whole or part of the contract when Lessee fails to:
 - i. Perform any requirement of this lease; OR
 - ii. Comply with any law, regulation or licensure and certification requirements.

- b. Lessor, at its discretion, may terminate at any time the whole or part of this Lease if it can no longer provide the space due to unforeseen causes (i.e. fire, water damage) or if changes in state or federal regulations necessitate the termination of this Lease.
9. PAYMENTS: The rent for this lease is \$950.00 per year. Lease payments shall be made in equal quarterly payments due on or before the first day of each quarter beginning December 1, 2012. Annual costs for services will be paid on or before December 1 of the year the costs were incurred. Monthly or periodic costs (i.e. catering, long-distance calls, etc.) that are invoiced to Lessee shall be paid in a timely manner according to the terms of the invoice.
10. ALTERATIONS AND IMPROVEMENTS: Any and all necessary improvements to Room G113 required by Lessee must have final approval by Lessor and will be paid for by Lessee at then current rates. The design and construction of any and all necessary improvements, including plan review and building permits by the City of Great Falls will be the sole responsibility of Lessor.
11. DESTRUCTION OF PREMISES: Partial destruction of the Premises shall not render this Lease void nor terminate it except as specifically provided herein. If the Premises are partially destroyed during the term of this contract, Lessor shall repair them in conformity with governmental laws and regulations, within a reasonable time of the partial destruction. Lessor has no responsibility to repair any of Lessee's improvements that may be damaged by fire, or other casualty.
12. LIABILITY: The Parties hereto understand and agree that liability of Lessor, its officials and employees is controlled and limited by the provisions of Title 2, Ch. 9, Montana Code Annotated. Any provisions of this contract, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified to limit any liability of the State of Montana and Lessor to that set forth in the above cited laws. Lessor maintains insurance through the State self-insurance program to cover fire and casualty losses in any of its buildings. Lessor provides no coverage for Lessee's personal property and improvements. Lessee shall provide any fire insurance required on the personal property and improvements that makes or moves to the demised Premises, and any casualty insurance desired by it. Notwithstanding the foregoing, Lessee shall be responsible for any damages to the Premises caused by its employees, agents, or invitees.
13. INDEMNIFICATION: Lessee agrees to indemnify the State of Montana, its officials, agents, and employees, while acting within the scope of their duties, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in

favor of Lessee's employees or third party on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of Lessee and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of Lessee 's negligence.

14. INDEPENDENT LESSEE: Lessee is an independent lessee. Neither Lessee nor any of its employees are employees under this lease nor will they be considered employees of Lessor.
15. INSURANCE REQUIREMENTS: Lessee shall maintain for the duration of the contract, at its cost, primary insurance coverage against all claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission or negligence of Lessee and/or its officers, agents, representatives, assigns or servants. A Certificate of Insurance, indicating compliance with the required coverage must be filed with Lessor. This certificate must name the State of Montana as an additional insured under Lessee's policy including Lessee's general supervision, products, Premises and automobiles used.
16. LIAISON AND SERVICE OF NOTICES: Written notices, requests or complaints will be first directed to the following liaisons:

LESSOR:

Dennis Devine, Director of Facilities
Great Falls College Montana State University
2100 16th Avenue South
Great Falls, MT 59405
406/771-5140
dennis.devine@msgf.edu

LESSEE:

Dave LeVea, Chief Financial Officer
Montana State University Foundation, Inc.
1501 South 11th Avenue
PO BOX 172750
Bozeman, MT 59717-2750
406/994-2053
dlevea@montana.edu

17. GOVERNING LAW: This Lease will be governed by and construed in accordance with the laws of the State of Montana.
18. COUNTERPARTS: The Parties may sign several identical counterparts of this Lease. Any fully signed counterpart shall be treated as an original.

19. WAIVER: If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its right or remedies under this lease, that party retains the right to enforce that term or provision at a later time.
20. SEVERABILITY: If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

SIGNED and subscribed to by the Parties through their individual representatives:

LESSOR:

Great Falls College Montana State University

Dr. Susan Wolff, Dean/CEO

LESSEE

Montana State University Foundation, Inc.

Michael Stevenson, President/CEO