

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

MEMORANDUM OF AGREEMENT
BETWEEN
COMPANY
AND
DEPOT

SUBJECT: Use of Facilities Located at *Depot* by *Company*

1. Purpose: Set forth policies and understanding for *Company* Use of Facilities Located at *Depot*.
2. References: *Cite Service regulations, as applicable*
3. Scope:

a. SERVICES

(1) *Company* will be provided access to the facility “out granted” to them to include ingress and egress to the installation. No access to restricted areas or other *Depot* facilities will be provided unless approved by the installation.

(2) *Company* will be responsible for obtaining telephone service and will be responsible for payment of same. *Company* will be responsible for metering all utilities systems and payment of same.

(3) *Company* will be responsible for providing their own furniture (i.e., desks, chairs, file cabinets, etc.).

(4) *Depot* will provide building *number* for use by *Company*. In addition, *Depot* and *Company* agree to authorize a portion of the space in said building to *Specific Other Contractor* and other affiliates and their sub-contractors.

(5) Total acreage includes the building and use of the immediate parking area. For exact area, see attached site plan.

(6) *Company* will reimburse *Depot* for the renovations of the above referenced building based on an estimate provided by *Depot’s* Directorate of Public Works. Payment will be provided by *Company* in the form of a check addressed to *Depot* before services are rendered. Payment will be sent to *Depot* Directorate of Resource Management, Manpower and Budget Division. No monthly fee will be charged to *Company* for use of the above referenced building. However, *Company* will be responsible for providing a check in advance for any base operations services, i.e. fire

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protection, police and security, facility maintenance and repair, refuse collection and disposal, custodial, etc., provided to their organization. In addition, *Company* will reimburse *Depot* for any costs incurred in support of *Specific Other Contractor* and other affiliates and their sub-contractors while they are co-occupying the above referenced building.

b. REPAIRS AND ALTERATIONS

(1) REPAIRS. All building repairs will be funded by *Company* and accomplished by *specify applicable government form*, and will be coordinated/approved through the *Depot* Director of Public Works.

(2) ALTERATIONS OR ADDITIONS. Alterations or additions will be funded by *Company*. A *specify applicable government form* will be coordinated with the Director of Public Works. However, the *Company* must secure prior written approval of the Director of Public Works for each said alterations/addition.

(3) *Company*, at its discretion, may secure outside sources to accomplish the work addressed in (1) and (2) above. However, “technical” approval by the Director of Public Works will be required prior to these undertakings.

c. DAMAGES

It is mutually agreed that property damages caused by either party, including military and civilian personnel under their control and jurisdiction shall be promptly repaired. The cost thereof will be charged to the responsible party independent of this agreement. In the event the responsibility cannot be fixed upon either party, the matter shall be referred to *Depot*, Director of Public Works, who shall make the determination for making the necessary repairs and the allocation of costs incurred therein. The respective obligations of the parties as set forth in this Article are subject to, and dependent upon, the availability of funds and the existence of legal authority.

d. SECURITY

Company will comply with all *Depot* policies for controlled access to the depot. This includes maintaining a current access badge for all employees and vehicle registration unique to *Depot*. In addition, during certain force protection conditions, contractor personnel may be required to evacuate the depot or be restricted from entering the depot.

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4. THIS AGREEMENT, entered into as of *date* by and between *Company* and *Depot* WITNESSETH:

a. It has been determined by the Commander, *Depot*, and the installation's Real Estate Officer, that this space utilization agreement can be effected to allow for use by *Company*.

b. The building space involved is currently available without restrictions, other than those addressed in *cite section, if applicable*.

c. The use and occupation of said area incident to the exercise of the privileges granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security, as prescribed under the local supervision of the Commander, *Depot*.

5. NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained to be performed by the parties hereto respectively, IT IS AGREED AS FOLLOWS:

a. This agreement shall take effect on the date of occupancy by the *Company* of the said space at *Depot*, and remain in full force for a period of *number* years. Options for renewal must be mutually agreed upon by both parties.

b. This agreement may, at the option of the *Depot*, be renewed yearly upon the same terms and conditions as herein specified, provided that notice is given in writing to the *Depot* at least thirty (30) days before this agreement, or any renewal thereof, would otherwise expire. Either party may, however, at any time and upon thirty (30) days notice to the other, request a renegotiation of the terms and conditions of this agreement.

c. *Company* agrees to Hold Harmless *Depot* for any incidents, injuries, and damages to persons or property.

d. *Company* agrees to abide by all current and future environmental guidelines and policies. Any spills or accidents involving hazardous materials will be reported immediately to the Directorate of Public Works, Environmental and Safety Divisions.

e. This MOA will remain in effect during periods of mobilization unless specifically stated otherwise.

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f. *Company* acknowledges that in the event they no longer require the use of said facility, that they must, at the expense of *Company*, make any necessary repairs to assure the facility is fully operational and all utility systems are in working condition. This includes plumbing, HVAC, and electrical systems.

Name
Title
Company

Name
Title
Depot

Date

Date