

## Office Space Use Agreement

This Office Space Use Agreement (the "Agreement") is made and entered into effective August 9, 2018 (the "Effective Date") by and between Kalispell Regional Medical Center, Inc., a Montana corporation (hereinafter "KRMC") and Flathead Valley Community College, a Montana Community College, hereinafter "FVCC". At times in this Agreement FVCC and KRMC may be referred to individually as a "Party" and together as the "Parties".

1. **PURPOSE OF THE AGREEMENT.** FVCC offers a medical laboratory technician training program to its students and KRMC operates a CLIA-certified laboratory that employs medical laboratory technicians. KRMC's community benefit program supports the local community by providing health education events, community clinics, support groups, emergency and trauma services, women's and children's services, hospice and home health services, behavioral health services, and more. Because the local community benefits from the training and employment of medical laboratory technicians, FVCC desires to use classroom and office space (the "Lab Program Space") that is located at KRMC for the purpose of holding medical laboratory technician training classes and KRMC has agreed to license the Lab Program Space to FVCC for the sole use of the FVCC medical laboratory technician training program (the "Purpose") at the discounted rate as noted in Section 2, below.

2. **USE LICENSE.** The Lab Program Space at KRMC consists of 928 square feet of combined classroom and office space for use by FVCC during FVCC's regularly scheduled lab program class times and 379 square feet of shared restroom and break room space. The Lab Program Space is available and appropriate for the Purpose. Therefore, KRMC agrees to the use of the Lab Program Space for the term of this Agreement and in exchange for the Office Space Use Fee provided for in Section 3 of this Agreement. The Parties agree that the use of the Lab Program Space also includes the use of the common areas where the Lab Program Space is located and that the Lab Program Space will be used solely for the Purpose.

3. **OFFICE SPACE USE FEE.** The Parties agree that a fair market value office space use fee for the Lab Program Space is \$21.00 per square foot, for an annual usage fee in the amount of \$23,467.50. As discussed in Section 1, above, the Parties further agree that KRMC will waive \$11.00 per square foot as part of KRMC's community benefit program. Therefore, FVCC will pay to KRMC the sum of \$10.00 per square foot, for an annual usage fee in the amount of \$11,175.00 payable on a payment schedule agreed upon by the Parties upon the receipt of an invoice from KRMC (the "Use Fee").

4. **SEPARATE ENTITIES.** This is an Agreement for the use of the Lab Program Space by FVCC as a contractual licensee. It is not intended to create a lease, a partnership or a relationship other than independent contracting parties. Each Party agrees to refrain from any conduct that might imply or lead others to believe that a lease, partnership, joint venture, principal and agent, or relationship of employer-employee exists between the Parties. The Manager will abide by the rules and policies of KRMC while using the Lab Program Space, common areas and other portions of KRMC.

5. **OFFICE SUPPLIES AND OTHER ITEMS.** FVCC is responsible for providing initial and replacement computers, projectors, & chairs. KRMC will provide used laboratory equipment as available. Ongoing maintenance costs of that equipment is the responsibility of FVCC. Other laboratory equipment needed for program is responsibility of FVCC.

6. **INSURANCE.** FVCC shall ensure that it is covered by general liability insurance, in the amounts of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) in the annual aggregate that covers its use of the Lab Program Space. FVCC shall provide proof of that insurance upon the request of KRMC. KRMC will be responsible for maintaining general liability and professional liability insurance for its premises and personnel in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the annual aggregate. KRMC shall provide proof of that insurance upon the request of FVCC.

7. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and expire August 8, 2019. Thereafter, this Agreement shall automatically extend for successive one (1) year terms, under the same terms and conditions, until either Party gives notice of termination to the other, in writing, at least sixty (60) days prior to that termination date, without any requirement to state a cause for termination. If this Agreement is terminated at any time during the initial twelve (12) months of this Agreement, the Parties will not enter into a new agreement encompassing the same or substantially same terms until the expiration of that one year period.

8. **COMPLIANCE WITH LAWS.** Each Party will comply with all applicable laws, ordinances, rules, regulations, and requirements of all applicable governmental or other public authorities with respect to this Agreement. The Parties hereby represent, warrant, and agree that: (a) the fees payable hereunder reflect the fair market value of the; (b) the terms of such fees have been negotiated in an arms-length transaction between FVCC and KRMC; and (c) such fees have not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under a federal health care program.

9. **NOTICE.** The designated representatives of the Parties and the address for notice to each Party for purposes of the administration of this Agreement are:

Kalispell Regional Medical Center, Inc.  
Name/Title: Pat Wilson MN BSN RN  
Senior Executive Director  
Academic Affairs/Chronic Disease/Prevention Services  
Address: 310 Sunnyview Lane  
Kalispell, MT 59901  
E-mail: pwilson@krmc.org  
Phone: 406-752-1724

Flathead Valley Community College:  
Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

Any required notice shall be in writing and shall be given, and any other communications by either Party to the other may be, and will be deemed to have been given upon receipt, if either delivered personally or by a nationally recognized overnight delivery service, or on the third day following the date of deposit if mailed, postage prepaid, registered or certified, return receipt requested. Separate representatives for purposes of the administration of a particular aspect of the administration of this Agreement may be set forth in the Addendum.

10. **AMENDMENT AND MODIFICATION.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will be effective unless the same is in writing and is signed by the Party against whom enforcement is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties, and supersedes any prior written or oral agreements or understandings between them, concerning the provision of the Office Space by KRMC to FVCC, and shall be read, applied and interpreted as one integrated document. There are no representations, warranties, covenants, promises, agreements, arrangements or understandings, oral or written, express or implied, between the Parties relating to the subject matter of this Agreement which have not been fully expressed herein.

12. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute but one and the same instrument. A signed copy transmitted electronically (such as in "pdf" format) shall be as effective and enforceable as an original signed version.

IN WITNESS WHEREOF, authorized representatives of the Parties have hereunto set their hands as of the date and year first above written.

**Kalispell Regional Medical Center, Inc.**

By: Deborah Wilson

Date: 10/9/2018

Name: Deborah Wilson

Title: COO

**Flathead Valley Community College**

By: Jane A. Karas

Date: 10/18/18

Name: Jane A. Karas

Title: President

