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Request for Long Term Lease Creation

If you desire to lease space for one year or longer, please complete all shaded areas of this form and submit it to the address above.

PURPOSE:

Completion of this form will assist the WVU Real Estate Services Office (RES) in creating either a WVU or WVURC lease on your behalf; depending on the location of your rental funds. RES will work with the owner of the property to create a lease to the satisfaction of all parties (the owner and you, the Tenant) and in legal compliance with all West Virginia leasing codes.

PROCESS:

1. Complete and submit the form to RES. Mailing, faxes or email attachments are all acceptable.
2. RES will acknowledge receipt and work with you on any further details needed to begin negotiations on your behalf.
3. RES will negotiate the terms and inclusions of the lease on your behalf, working with the property owner. Any changes in the terms negotiated will be discussed with you for concurrence prior to agreement.
4. RES will create the lease contract, obtain the owner's first signature, obtain WVU/WVURC's secondary signature, and will disseminate the lease. Dissemination includes providing you a copy, and registering it with WVU Payment Services, Risk Management, Facilities Inventory, and other internal departments needing this information.

ABOUT YOU THE TENANT:

Name and Title of Requestor:

Name of Department:

Name of Tenant Representative:¹

Tenant Representative Contact Information - -

Title:

Campus Building:

¹ A Tenant Representative is one person representing the renting department who will act as the contact point for future interaction by the owner, RES, Payment Services, Risk Management, Facilities Inventory and any other entity inquiring about the lease.

Post Office Box Number: _____
City/State/Zip: _____
Office Phone: _____
Cell Phone (if any): _____
Fax: _____
Email: _____
After Hours Emergency Phone:² _____

ABOUT YOUR SPACE NEED:

1. Why do you need leased space? (Describe your need, reference any specific grant or programs, and/or program changes that created this need; etc.):

2. Will the establishment of new leased space result in your vacating existing owned or leased space? **YES or NO**. If so, where (identify room, building, site, lease number, etc.) _____

3. Define the primary use of the space to be leased (i.e. office, laboratory, classroom/instructional/research, storage, ground/land, or describe other):

4. Funding Source - -

a. Is there a limitation (maximum available) for rental purposes? **YES or NO**. If so, what is that amount? \$ _____ per year. Does this include expenses for additional costs such as utilities, custodial, etc? **YES or NO**

b. What is the entire Funding String for the paying account:

Please lists all funds if paying from more than one.

c. What is the name of the Funding Account: _____

d. Are the funds deposited in a state account or a WVU Research Corporation account³: **STATE or WVURC**

5. Term - -

a. Desired Date of Occupancy: _____ / _____ / _____

b. Expiration Date: _____ / _____ / _____

² An after hours emergency phone number is necessary should there be a problem in the leased facility after typical business hours. This is typically the cell or home phone number of the Tenant Representative, but could be a separate individual and their contact number. If naming a different person for after hours emergencies, include their names as well.

³ The location of the rental funds determines the legal Lessee and signee of the lease contract.

NOTE: We suggest that the expiration date coincide with the time that you will no longer need the space; however, a better determining factor is when (see further next page)

you will no longer have funds for this endeavor (especially for grant funding). For budgetary reasons, we suggest that the lease expiration date coincide with the conclusion of a Fiscal Year (June 30th); however, you may choose the most appropriate expiration date based on your purpose and funding cycle. We also recommend that leases generally be 3 to 5 years in duration; this permits you to lock-in the rental rate and be guaranteed continual use and a negotiated rental rate for the duration with no unexpected increases except those as previously agreed. Finally, though a 30-day Out Clause is a requirement of a state lease, we preserve our good real estate reputation of rental within the community by never exercising this clause except for extreme, unforeseen circumstances. Thus, please be as realistic as possible in determining your expiration date with consideration of your available, committed funding.

c. Renewal Option Period (number of months or years):

NOTE: A Renewal Option holds the space for your future determination of desire to continue rental, without obligating you to that term. For example - - should you be leasing for 3 years, and you anticipating needing (but are not assured) for an additional 2 years beyond that, we can include a Renewal Option for 2 additional years after next expiration. This assures that the space will be available to you (the owner cannot find his next tenant to move in after your expiration without first offering the space to you for continued rental), and often we are able to negotiate now the “same terms and conditions” including keeping the rental rate the same for the optioned period. A Renewal Option is a good method of holding the property for your future use while additional funding is sought during the first lease term.

6. Location: Is there a specific proximity or location desired (i.e. proximity to a specific campus, certain mile radius of your home department, etc.; please explain:



If you do not have a specific location for rental desired, please skip this next SPECIFIC LOCATION DESIRED section and go to the final APPROVALS section on the bottom of the last page.

SPECIFIC LOCATION DESIRED:

It is perfectly acceptable for you to discuss potential rental with a property owner; however, you are not permitted to sign a lease contract or in any way, verbally or otherwise, obligate WVU or WVURC to lease space. It is also very important to inform the Owner that a discussion with RES is necessary to explain the unique non-standard leasing codes that are associated with WVU; those unique factors include:

- WVU must be the author of the Lease Contract to ensure it is state code compliant. This contract will be created with the owner's input and consultation.
- WVU must pay rent one month in arrears. WVU processes rental invoices in the middle of the month for which they are due to allow time for check cutting and mailing, often resulting in the owner receiving the rent later in the month it represents.
- WVU cannot pay for taxes, fees, community assessments, or initial upfit (alterations or repairs) of the property. These costs must be paid by the owner and amortized in the rental quote.

If you choose to have this discussion with the property owner, please emphasize that RES will work with them in a cooperative manner to explain all unique leasing factors associated with rental from a state agency and to resolve all concerns or conflicts. If you have discussed a specific location with an owner, please provide the following information from that discussion (complete as much as possible):

1. Property Location (street address; city/state/zip):

2. Building Name: _____
3. Total Square Footage of Area To Be Rented: _____
4. Room Numbers of Area To Be Rented: _____
5. Quoted Rental Rate: \$ _____ per month, year, or annual square foot?
6. Rent Includes (circle all factors that apply): Utilities – Gas, Electric, Trash, Water, Sewage; Custodial/Janitorial Services, Security, Snow Removal, Parking Spaces = _____, Other inclusions? _____
7. Repairs⁴; are there any repairs needed prior to occupancy?

8. Alterations⁵; are there any alterations (upfit) needed prior to occupancy?

⁴ Repairs = Fixing of broken devices; marred wall patching and painting; torn carpet replacement; damaged ceiling tiles, etc.

⁵ Alterations = Enhancements to meet your programs' need or fit into the facility; additional electrical, plumbing, new carpet, new painting, etc.

9. Name of Owner: _____

10. Legal Name of Owner's Business/Company: _____

11. Owner's Representative:⁶ _____

Contact Information:

Office Phone: _____

Cell Phone (if any): _____

Fax: _____

Email: _____

After Hours Emergency Phone: _____

12. Additional comments, thoughts, concerns? _____

REGARDING STORAGE RENTALS: A storage lease can be created with any willing property owner. You can view all providers in the Verizon Yellow Pages under "storage." It is suggested that prior to the submission of this form, that you contact the storage facility and ensure it's location meets your needs and that a unit is available for rental. If so, request they put the storage unit "on hold" while you submit this request form to RES. Be sure to document in the information above the storage unit number that is being held for your possible rental. A list of storage providers who have leased with WVU before is available by contacting RES. Leasing from previous/current WVU providers is not a necessity; however, it is an assurance that they are acceptant of our unique leasing factors, especially with our being the creators of the lease contract, etc.

APPROVALS:

Has the need to lease space been discussed and approved by the following:

Supervisor/Chairperson: YES or NO. Their name: _____

Dean/Director: YES or NO. Their name: _____

Associate/Assistant Vice President: YES or NO. Their name: _____

Please have the Budget Officer/Administrator responsible for this space use, and for expenditure of these funds, sign the following - -

"I certify that the cost of rent and other expenses incurred for the space described herein shall be the full responsibility of this department; this space is required for the property function of this program; satisfactory rent-free space is not available in WVU owned facilities; and that I intend to honor and fund the lease terms as herein described."

⁶ Often Property Owners have managers or management agencies who act on their behalf in day to day operations regarding the property. If this owner has such a person, please identify them as the Owner's Representative. If not, provide the contact information for the Owner.

Administrator's Signature: _____
Administrator Name and Title: _____