

**UNIVERSITY OF IDAHO
FACILITIES USE AGREEMENT**

This Agreement is entered into for the term shown above, between the Regents of the University of Idaho, (University), and Permittee (Permittee), a business entity or individual with authority to do business in the State of Idaho, collectively the Parties. The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1.0 CONTRACT INFORMATION

Event Information:			
Name of Event:			
Event Date(s):	Month:	Day(s):	Year:
Description of Event:			
Facilities to be used: (“Facilities” or “Premises”)			
Set Up and Take Down time	Set up for 1 hours before Event	Take down for 1 hours after Event	
Maximum number of attendees:			
Estimated rental cost:			
Nonrefundable deposit:			
Deposit due by:	Month:	Day(s):	Year:
Permittee Information			
Legal Name			
Any DBAs (“doing business as”)			
Mailing address:			
Name of Permittee liaison:			
Title:			
Phone: 208.634.6793	FAX:	Email:	
Insurance Certificate: The last page of the Facilities Use Agreement is the “Request for Certificate of Insurance. Permittees, please give this form to your insurance agent so that the correct Certificate will be sent to the University.			
University Information			
Liaison mailing address:			
Name of University liaison:			
Title:			
Phone:	FAX:	Email:	

2.0 PERMITTED USE AND DATES: Under the terms and conditions herein, University grants to Permittee a nonassignable right to use the Facilities (described in 1.0 Contract Information) for the sole purpose, and no other, of the **Event**. Permittee is entitled to use the Facilities for the Event Date(s) (described in 1.0 Contract Information). Permittee shall have a right of access and limited use of the Facilities during the Set Up and Take Down hours (described in 1.0 Contract Information), for the purpose of installing equipment, preparing the Premises and equipment for use, packing and removal of equipment afterwards. Use of the Facilities shall be limited to the maximum of Event attendees described in 1.0 Contract Information.

2.1 FACILITIES: The estimated cost for rental of the Facilities is described in 1.0 Contract Information. Permittee acknowledges that this is an estimated rental cost only and that Maintenance and requested services amounts are subject to change. Permittee agrees to pay all costs for rental of the Facilities and all other expenses and services as further specified herein and incorporated by reference. All amounts incurred will be billed directly to Permittee. The use of the Facilities shall include all lights, access to restrooms, electricity for lights and power, public address system, and water for drinking,

and if applicable, press box. The extent of the use of utilities as described above are as required for ordinary and comfortable use of the facility as determined by the facility manager. Any additional requirement, alterations, special arrangements, equipment, or services must be requested in writing with the necessary work to be performed under the direction of University, at the expense of the Permittee, and all such payments shall be in addition to the rental charge. All such requirements must be set forth in a "Facilities Use Services Agreement Rider", signed by both parties. The maximum occupancy of the Premises shall be determined by University, with the concurrence of the safety officer, whose decision shall be final. All aisle ways and walkways must be kept clear for the safe movement of persons exiting and entering. Failure to comply with this provision is a material breach of this agreement. University reserves the right to interrupt programs for the purpose of making necessary public safety announcements over the public address system.

3.0 INDEMNITY: Permittee shall indemnify and hold harmless the State of Idaho, the University, and its governing board, and their employees and agents from any and all claims and expenses for loss or liability which may be made against the State of Idaho, the University, and its governing board, and their employees and agents, by any person or entity for personal injury, property damage, or any fine, assessment or penalty whether arising in contract or law resulting directly or indirectly from any act, incident or accident occurring in, upon or about the Facilities as a result of the acts, errors or omission of the Permittee, its agents, or event patrons, or arising in connection with operations, use or occupancy of the Facilities by the Permittee, its agents, or event patrons, whether or not arising in whole or in part from negligence by the University. Permittee further agrees to waive all claims against the State of Idaho, the University and its governing board, and their employees and agents on account of any loss, damage or injury from whatever cause (including claims against the Permittee by others) which may occur to it or its property arising from the use and occupancy of the Facilities, the giving of this waiver being one of the considerations upon which this Agreement is granted. A Certificate of Insurance is required as described below. If Permittee is the Sponsor of an event at which alcohol will be served, Permittee / Sponsor ("Permittee") further agrees that the University relies on the information submitted in Permittee's alcohol permit application and attachments to the alcohol permit application to grant an alcohol permit to the Permittee. In consideration of the granting of this Alcohol Permit, Permittee agrees that Permittee will abide by all applicable State of Idaho and local jurisdiction laws governing the consumption, sale and distribution of alcohol, and that Permittee has read, understands, and will abide by the applicable policies, rules, and guidelines of the Board of Regents of the University of Idaho and State Board of Education "Board" and the University of Idaho. This provision survives the termination of this Agreement.

INSURANCE

4.1 General Requirements: Permittee and its contractors, subcontractors or independent contractors of any tier ("Permittee") are required to carry the types and limits of insurance shown in this insurance clause, and to provide University with a Certificate of Insurance. At any time, University reserves the right to amend insurance requirements or require a security bond if event circumstances warrant such action. Certificates shall be provided (2) two weeks prior to Permittee's use of University Premises. Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request. All insurers shall have a Best's rating of A- or better and have a Certificate of Authority in Idaho. Prior to use of the Premises, Permittee shall furnish University with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation or material change of any insurance referred to therein. All policies shall name the State of Idaho and the Regents of the University of Idaho as additional insureds. Certificates shall be mailed as directed in the Request for Certificate of Insurance attached to this document. All policies shall contain waiver of subrogation coverage or endorsements. Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Permittee and such coverage and limits shall not be deemed as a limitation on Permittee's liability under the indemnities granted to University in this Lease.

4.3 Required Insurance Coverage.

Permittee and its contractors, subcontractors or independent contractors of any tier (“Permittee”) shall obtain insurance of the types and in the amounts described below:

Commercial General and Umbrella Liability Insurance. Permittee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Demised Premises and shall not be less than **\$1,000,000**. **Coverage shall include Damage to Premises of Others at a limit of not less than \$1,000,000.** CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, event participants, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

Commercial Auto Insurance. If applicable, Permittee shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

If alcohol is served, Permittee must comply with all policies and procedures established by the Regents of the University of Idaho, including policies regarding application for an Alcohol Permit (see <http://www.dfa.uidaho.edu/axs/>), and a valid liquor license and service procedures. Liquor Legal Liability is required, at a limit of \$1,000,000. It is acceptable to have this coverage and the liquor license provided by the caterer or other liquor supplier, as long as State of Idaho and the Regents of the University of Idaho are named as an additional insured on the Liquor Legal Liability policy.

Personal property. Permittee shall cover Permittee’s personal property. In no event shall University be liable for any damage to or loss of personal property sustained by Permittee, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.

Workers’ Compensation. Where required by law, Permittee shall maintain all statutorily required coverages including Employer’s Liability.

5.0 OTHER OBLIGATIONS:

5.1 Permittee shall provide University with a guaranteed number of Event participants one week prior to arrival, and shall provide the University with the dates and times of scheduled arrivals and departures of Event participants.

5.2 Permittee understands that alcoholic beverages may not be consumed on the University campus. Neither Permittee, its employees, agents, assigns, volunteers, guests nor participants shall consume alcohol unless Permittee has obtained authorization and a permit to do so from University by completing the University’s *Application for Alcoholic Beverage Permit* and receiving University approval. The terms of the University’s *Application for Alcoholic Beverage Permit* shall control performance of this Agreement in the event of a conflict in terms between the *Application for Alcoholic Beverage Permit* and this Agreement.

5.3 University Facilities are “no smoking” facilities. Those individuals wishing to smoke must do so outside the facility. There are no exceptions to this requirement.

5.4 Permittee shall ensure the proper conduct of all participants and shall ensure that it and all participants comply with applicable laws, ordinances, University regulations, and the reasonable instructions of University personnel and agents. These include, but are not limited to, city ordinances, state law, federal law, University rules and regulations and fire and police regulations. In the event of non-compliance by participants, Permittee must inform the University immediately and University reserves the right to immediately terminate the event and re-enter the Premises. If Permittee is determined to be in violation of any rule, regulation, ordinance, or law, Permittee shall immediately desist from and correct such violation. University shall have complete control of all buildings and reserves the right to eject any objectionable person or persons from its buildings through its agents or security personnel. Permittee waives any right and all claim for damages against University.

5.5 Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the building or on property kept there nor shall Permittee without the written consent of University put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha gasoline, or other flammable liquid or gas for either mechanical or other purposes, or use any agent other than electricity for illuminating the Premises. Permittee will not do, or permit to be done, anything in or upon any portion of the Premises that will, in the opinion of University, conflict with the policies and procedures of University, or create a safety or security hazard, or interfere with normal business and academic

operations of University. At the discretion of University, Permittee shall pay to University upon demand such sum as shall be necessary to prevent or control or remediate any increase in hazard

5.6 University reserves the right to sell or give away refreshments, periodicals, flowers, souvenirs, mementos, and other merchandise, to conduct check rooms, to control programs and or supervise the contents thereof, to take photographs and other privileges. Permittee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges without the written consent of University.

5.7 This Agreement is solely for the use of the Facilities identified herein. Additional services such as lodging, reservations, food, audio/visual, sound and lighting, and parking shall be provided by the University only upon execution of a "Facilities Use Agreement Services Rider," the terms of which shall be incorporated herein by this reference. Permittee shall provide instructions regarding any such additional services at least two weeks prior to the first date of the event. University shall endeavor in good faith to comply with such instructions, without guarantee. All costs associated with the provisions of services shall be billed to and paid by Permittee.

5.8 To the extent that University, in the exercise of its discretion, must provide services for the Event, including but not limited to security services and any other services that are in addition to those provided for herein, whether or not they are requested by Permittee, Permittee shall pay for all costs associated with provision of such services. University shall not be obligated to provide any services other than those specified herein.

5.99 Permittee shall not post, exhibit, or hang any signs, advertisements, or posters inside or outside any University facilities without the express written consent of University in each instance. Permittee shall remove all items posted, exhibited, or hung by the close of the Event. Permittee further agrees to immediately take down and remove all signs, advertisements, or posters of any description objected to by the University.

5.10 Permittee understands and agrees that University assumes no responsibility whatsoever for any property placed in the Facilities or any other campus facility, including the LLC. University is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Facilities or any campus facility by Permittee during the Event. University has the sole right to collect and have custody of articles left in any building by persons attending any event or events.

5.11 In the event that any portion of the Facilities is not vacated by Permittee by the last date of use under this Agreement, University then shall be, and is hereby authorized to move and store at the expense of Permittee any and all goods, wares, merchandise and property of any and all kinds and description that are left in the Facilities. University shall not be liable for any damages or loss to said goods, wares, merchandise or other property that may be sustained in the course of removal or storage, and University is expressly released from any and all claims for damages of whatever kind or nature.

5.12 Permittee shall compensate the University for any damage to University facilities caused by Event participants and reasonably documented by the University.

6.0 DEPOSIT: A non-refundable deposit, described in 1.0 Contract Information, payable to the University of Idaho, is required by the date shown in 1.0 Contract Information, to secure facilities and any additional services set forth in executed Addendums or Riders for lodging, food services, audio/visual, sound and lighting, and parking. The deposit will be applied to the final Event balance. After the Event, a complete financial statement of exact costs will be provided. Any overage will be returned to the Permittee by check within 30 days of the last date of the Event. Any amount due will be invoiced to Permittee, pursuant to paragraph 8, and will be payable upon receipt.

7.0 CANCELLATION POLICY: In the event of cancellation, the non-refundable deposit is forfeited and Permittee will be responsible for all direct expenses incurred by University prior to cancellation.

8.0 PAYMENT TERMS: A complete financial statement and invoice will be sent to Permittee within 45 days after the last day of the Event. Payment is due within thirty (30) days after date of invoice. Any amount not paid when due shall accrue a finance charge at a rate of ten percent (10%) per month of the outstanding balance. A six percent (6%) sales tax will apply unless Permittee submits documentation reasonable and satisfactory to the University indicating that it has tax-exempt status and that the Event falls within the tax exempt status. If, in the discretion of University, satisfactory documentation is not presented, the 6% (six percent) sales tax will be included on requested food items and lodging facilities.

9.0 DELINQUENT ACCOUNTS: Any account that is not paid in full, including all accrued finance charges, within

one year of the date of the initial invoice shall be considered delinquent. All delinquent accounts shall accrue a five percent (5%) delinquency charge. University shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent account.

10.0 UNIVERSITY NAME AND MARKS: Permittee shall not, without express written consent from University in each case, use any name, trade name, trademark, or other designation of University (including contraction, abbreviation or simulation) in advertising, publicity, promotion, or any other activities or context.

11.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

11.1 Permittee shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. Permittee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, Permittee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

11.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Permittee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

11.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

11.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

11.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

11.2 Permittee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

12.0 BREACH, TERMINATION: It is expressly understood and agreed that, without prejudice to any other rights and remedies available to University, in the event of the breach by Permittee of one or more of the provisions of this Agreement, or any material misrepresentations in obtaining said Agreement, University may terminate this Agreement, re-enter the Premises, or refuse to allow Permittee to take possession, and may terminate all activities of Permittee on the Premises. University and its agents and employees shall in no way be responsible to Permittee in damages or otherwise for taking any or all of the actions authorized by this paragraph. In the event of termination, Permittee shall owe to University all amounts incurred as of the date of termination for direct expenses and shall forfeit its entire deposit.

13.0 ATTORNEY FEES: If a suit or action is instituted to enforce compliance with this Agreement, the prevailing party shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum as the court may adjudge reasonable for attorneys fees and costs incurred in said suit or action.

14.0 SEVERABILITY: Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.

15.0 NON-WAIVER: The failure of University to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with

respect to any other or subsequent breach hereof, nor a waiver by University of its rights at any time thereafter to require exact and strict compliance with all the terms herein.

16.0 VENUE, GOVERNING LAW: Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

17.0 SURVIVAL OF TERMS: The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement. This Agreement may only be amended by the signed written agreement of the parties.

18.0 BINDING EFFECT AND NON-ASSIGNMENT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Permittee.

19.0 TIME OF ESSENCE: All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

20.0 FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the University shall excuse the performance by the University for a period equal to any such prevention, delay or stoppage.

21.0 SALES TAX: Permittee will be responsible to pay to the Idaho State Tax Commission the sales tax on all taxable sales.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

UNIVERSITY:

PERMITTEE:

Signature:

Signature:

Name: Julia R. McIlroy

Name (please print):

Title: Director, Contracts and Purchasing for the
Regents of the University of Idaho

Title:

Date:

Date:

**REQUEST FOR CERTIFICATE OF INSURANCE
FROM UNIVERSITY OF IDAHO – Facility Use Agreement**

Special Instructions	
Schedulers	Insurance is required only for events which are NOT sponsored by the University of Idaho.
Permittees / Event Sponsors	Give this form to your insurance agent / broker.
Agents / Brokers	RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE. Certificates without a copy of these instructions will not be accepted and will cause delays for your client. PLEASE FAX CERTIFICATE, WITH THESE INSTRUCTIONS TO: University of Idaho, FAX (208) 885-7001 or email to: risk@uidaho.edu Questions? PH (208) 885-7177

The Permittee (“Insured”) seeking to use facilities at the University of Idaho (“Certificate Holder”) is required to carry the types and limits of insurance shown in this Request, and to immediately provide Certificate Holder with a Certificate of Insurance. Certificate shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Insured shall name Certificate Holder as additional insured. All insurers shall have a Best’s rating (or equivalent) of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

- Additional Insured shall read: State of Idaho, State Board of Education, and the Regents of the University of Idaho.
- **Certificate Holder shall read:**
Regents of the University of Idaho
Attn: Risk Management
875 Perimeter Drive MS 2433
Moscow, ID 83844-2433
- Description area of certificate shall read: Certificate for Facility Use Agreement
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All policies, other than Workers Compensation, shall name Certificate Holder as an additional insured.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the Sponsor Alcohol Permit Agreement.

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate.
- CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, event participants, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Coverage shall include Damage to Premises of Others at a limit of not less than \$1,000,000.
- If applicable, Insured shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit. Coverage shall include Non-Owned and Hired Car coverage.
- If alcohol is served at the event by any party, Liquor Legal Liability is required, at a limit of \$1,000,000. It is acceptable to have this provided by the liquor service provider, as long as State of Idaho, the State Board of Education, and the Regents of the University of Idaho are named as an additional insureds on the Liquor Legal Liability policy.
- Personal property. Insured shall purchase insurance to cover Insured’s personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers’ Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer’s Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.