



FACILITIES/PREMISES USE AGREEMENT

This Agreement, dated this _____ day of _____, 20____, is between the University of Alaska, hereafter referred to as “UA” and:

User Name: _____ hereafter referred to as “User”.

Address: _____ Phone: _____

1. PERMITTED USES AND LIMITATIONS. UA agrees to permit the described use of the facility/premises under the following terms and conditions:

A) User is solely responsible for assuring that the facility/premise is not used for any unlawful purpose or unsafe activity during its use by User and shall comply with all UA policies, rules and regulations and any applicable federal, state, or municipal law, including any applicable fire or building codes. User shall adhere to all minimum lighting requirements set by the Fire Marshall at all times during activities or events.

B) UA, for its own protection, reserves the right to enforce all applicable laws, policies, rules, and regulations. UA retains the right to enter any and all premises at any time, and on any occasion without restrictions whatsoever. User shall stop the event/activity immediately upon instruction of authorized UA personnel, and clear the facility upon the sounding of the fire alarms or at the request of UA. UA retains the right to direct the interruption of any event in the interest of public safety and to terminate such event when, in the sole judgment of UA administration or their employees or designees, such act is in the interest of public safety. User hereby waives any claims for damages or compensation should the event be so interrupted or terminated.

C) User shall ensure that no alcoholic beverages, illegal drugs, or tobacco products are brought into the facility/premises, or any part of the facility/premises, including parking lots.

D) User shall use only the following described portion of the facility/premises and shall ensure that no other portion of the facility/premises is used or entered. Anyone (including members, guests, or invitees) who enters any area other than the one designated below may be ejected from the premises. Should such a condition occur, the User will be charged the fee for use of this additional area and/or the UA may treat the occurrence as a breach of this Contract retaining any rental fees paid by User as damages.

RESERVATION REQUEST

Specify Area(s):

Date	Expected Headcount	Time		Day of Week							
		From	To	S	M	T	W	T	F	S	

E) User may use the facility/premises only for the following activities:

Purpose:

2. SCHEDULE OF USE PERIODS. Scheduling shall be solely within the sole discretion of UA. User shall, upon request, submit written schedules of dates and times for its use of the facility/premises during periods covered by the request. Upon approval of any schedule, UA will make a good faith effort to reserve the facility/premises for the date and time requested. The parties acknowledge that there are numerous users of the facilities/premises whose time and needs UA must attempt to coordinate and prioritize. UA does not guarantee availability of the facility/premises. The UA shall have the right, and will endeavor to provide reasonable written notice to User, to pre-empt use of the facility/premises for any reason determined by UA of major importance to the UA on the condition that the UA either a) reschedule the Event(s) cancelled at a mutually agreeable time and date, or b) at the UA's discretion, refund or credit fees to User. UA's liability under this contract shall be limited to such refund or credit of the fees. UA shall not, in any event, be liable for any loss or damage caused by the unavailability of the facility/premises due to UA events and unforeseen or other reasonably uncontrollable events which cause failure of the facilities to operate or function during the period of this Contract.

3. ADVERTISING AND PUBLICITY. When utilizing UA facilities or premises, User shall ensure that, except to identify the location of the event, UA's logo or name is NOT being used in any advertising and publicity. User shall provide proofs to UA for approval of all advertising materials, commercials, flyers, whether radio, television, or print, PRIOR to advertising for an event.

4. **CANCELLATION.** User must notify UA as soon as possible regarding an intent to cancel a scheduled use. If an event is cancelled, UA may require payment of a cancellation fee, rental fee, and any other previously contracted expenses.
5. **INDEMNIFICATION AND WAIVER.** User assumes all responsibility, risk and liability for all activities of User, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. User agrees to the fullest extent permitted by applicable law to indemnify and save harmless the University, its Board of Regents, officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury, emotional distress, or death to any person, or damage to any property, which may have arisen or be alleged to have arisen in connection with negligence of the User; or which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not become more dangerous as a result of the User's activities. User shall accept any such cause or action or proceeding within 15 days of tender by the University of Alaska. This indemnification shall survive the termination of the Agreement.

User expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the rental period, by reason of any defect, deficiency, failure, or impairment of the premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler systems or from any other source whatsoever. UA is not liable or responsible for any financial loss incurred by the User due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Contract.

6. **INSURANCE.** Without limiting its indemnification, and at least two weeks prior to the intended use, User will furnish UA with a Certificate of Insurance evidencing insurance coverage as indicated below:

6.1 Check either (A) or (B) below:

- (A) User's policy of commercial general liability insurance with a minimum limit of
- \$1,000,000 per occurrence (standard)
 - \$2,000,000 per occurrence (high risk or large events, such as concerts)
 - Other: _____

The commercial general liability insurance must include coverage for liability assumed under an insured contract (including defense costs assumed under contract) and shall name UA as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to UA.

- (B) User shall purchase liability insurance from the UA for a price of \$_____ (see rate schedule).

6.2 Workers Compensation insurance meeting the required statutory limits unless Permittee provides:

- I) A certificate of waiver approved by the Alaska Department of Labor; or
- II) Other sufficient written proof and/or affidavit that establishes to the satisfaction of UA that User does not have any employees covered by the Alaska Workers Compensation Act.

6.3 Accident Insurance must be provided for camps, clinics, or other events involving children under the age of 18.

6.4 Other Insurance Requirement(s): _____

6.5 Property Insurance: UA assumes no responsibility for the loss or damage of User’s property placed on or in the facility/premises, and User hereby expressly releases and discharges UA from any and all liability for loss to such property. UA recommends that User maintain property insurance sufficient to cover any items brought to UA facilities/premises. UA shall have the sole right to collect and have custody of all articles left in the facilities/premises fifteen (15) days after the intended use of the facility.

User shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this section. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is grounds for termination of this Agreement. All insurance limits are minimums. If the User’s policies contain higher limits, then UA shall be entitled to coverage to the extent of such higher limits.

Appropriate certificates are attached for the following:

	Policy Type	Comments
	General Liability	
	Workers’ Compensation	
	Accident Insurance	
	Other	

7. **EQUIPMENT**: Generally, the User must provide all equipment needed by User. Storage space will not be provided. User shall have the right to use UA equipment only if the parties sign an approved equipment list, which upon execution, shall be incorporated herein as **Addendum No. 1**. User shall keep any equipment owned and used by User at the facility/premises in good working condition at all times at User’s own expense. The User shall be responsible for repairing or replacing any equipment or other property owned by UA and used by User that is lost, damaged or otherwise rendered unfit for use for reasons other than reasonable wear and tear. Any and all damages that result from User’s failure to maintain its equipment in proper working order are the responsibility of the User and will be expeditiously mitigated or repaired at the User’s expense. UA reserves the right to make or contract repair of such damages, as it deems appropriate, and to bill the User for the actual costs of parts, materials and labor, and any potential loss of use of the facility/premises.

8. **USER DEMEANOR**. In the event that User is not the sole user of the facility/premises during schedule use periods, User, and all participants, employees and invitees shall conduct themselves in a professional, inoffensive, and unobtrusive manner.

9. **CLEANING, VANDALISM and OTHER DAMAGES.** During the periods of facility/premises use by User, User shall be responsible for the control of its members, agents, employees, participants, spectators, and others admitted to the premises by User. User shall be responsible for repair of all vandalism and/or damages and for the expense of cleanup at the conclusion of each use. User shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in any part of the building, nor shall User make, or allow to be made, any building alteration of any kind. User must perform general cleanup at the conclusion of the event. General cleanup includes the cleaning necessary to return the facility/premises to a clean, safe, orderly, and sanitary condition.
10. **ADDITIONAL SERVICES.** User shall reimburse UA for any and all services not included in this Contract but requested by User or required to fulfill User's responsibilities under the terms of this Contract including, but not limited to, cleanup not accomplished by User. Charges for any such items will be billed to the address of the User as shown below and are due in full upon receipt of the billing.
11. **FEES.** User agrees to pay to UA the sum of \$_____ or, if attached, fees as itemized in **Addendum 2, FEE SCHEDULE**, for the use of the facility/premises. Said sum will be paid at least seven (7) days before the use of the facility/premises unless other arrangements are mutually agreed upon in writing within this Contract.
12. **ASSIGNMENT.** No benefit under this Contract may be assigned nor may any duty under this Contract be delegated without the written consent of the other party.
13. **AMENDMENTS.** This Contract may not be added to, modified or changed in any way except by written agreement signed by both parties.
14. **NO WAIVER.** The failure of UA to insist upon the strict performance of any provision of this Contract or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by UA of any such provision, breach or subsequent breach of the same or any other provision.
15. **INTERPRETATION.** This Contract constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Contract shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This contract shall be interpreted under the law of Alaska, choice of law excepted. Suit or claims arising out of the use or this Contract shall be brought in the superior court of the ____ Judicial District, at _____, Alaska.
16. **NOTICES.** Any notices concerning this Contract and all notices required by this Contract shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below.
17. **ADDENDUMS.** Addendums incorporated herein as part of this agreement are indicated below:
- Addendum 1 – Equipment List
 - Addendum 2 – Fee Schedule
 - Addendum 3 – Large Events Fees, Terms, and Conditions
 - Addendum 4 – User Rules & Cleaning Requirements

USER:

UNIVERSITY OF ALASKA

BY: _____

BY: _____

(Signature)

(Signature)

(Print name)

(Title)

(Print name)

(Title)

DATE: _____

DATE: _____

I further state that I have authority to act in behalf of the above named organization.

WAIVER OF INSURANCE REQUIREMENTS:

The insurance requirements may sometimes be waived by the Statewide Director of Risk Management or his/her designee if the exposure to loss is substantially limited by the nature of the facilities/premises use. Users requesting a waiver must complete the following section:

Type of insurance for which a waiver is requested:

Explain the reason why the insurance requirement should be waived:

Waiver of Proof of CGL Insurance

Approved:

NOT Approved:

Waiver of Proof of Workers' Compensation Insurance

Approved:

NOT Approved:

Waiver of Proof of Accident Insurance

Approved:

NOT Approved:

Specific Requirements/Conditions: _____

Signature: _____

Date: _____

SW Director of Risk Management or Designee

Agreement Copy Distribution: UA Facility manager

User