

Boise State University

Agreement for Use of Campus Facilities

Date:

User:

Type of Business:

State of Business Registration:

Street Address:

FEIN or Tax Identification Number:

Contact Name and Title:

Telephone:

Email:

THIS AGREEMENT made and entered into on the day and year shown first above, by and between the User and Boise State University, 1910 University Drive, Boise, Idaho 83725, an Idaho State Institution of higher education, hereinafter referred to as the "University", collectively referred to as the "Parties."

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. Facilities

Location:

Term:

Times:

Usage Fee:

2. General Activity or Purpose of Use

User activity is described in EXHIBIT A.

3. Equipment and Service Charges.

User will be billed for all services requested by User or required by University for all costs incurred by University as a result of User activity. This includes but is not limited to custodial costs and post-event clean up in Facilities, equipment rental, repair or replacement costs or additional technical labor and supervisory costs.

Equipment to be used is described in EXHIBIT B.

Equipment and Service Charges are estimated to be \$ XX.

4. Terms of Payment

User will be billed upon completion.

Other arrangements, please describe:

General Terms and Conditions

1. University hereby agrees to permit User to utilize the facilities/equipment/services on the dates and times, for the activity and purpose for the usage fee and other payments, all as shown on the Agreement attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth herein.
2. The User acknowledges that other activities may be conducted on and/or near the University campus and the Facility may be used by the University or other users during the Term and Times; however, the University agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with User's activities.
3. Unless otherwise provided herein, the User shall be billed for Facilities, Equipment and Service Charges after the completion of the Facilities use and all payments are due upon such billing. If payment is not received within thirty days of billing a one percent (1%) monthly late fee will be added each month to the total amount due, until paid in full.
4. Unless User is an agency or subdivision of the State of Idaho, the User shall indemnify, save and hold harmless the University, its employees, agents and governing Board, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result if any act or omission by the User, or its owners, employees, subcontractors or assignees pursuant of the terms of this Agreement.
5. User may not assign or in any way transfer its rights under the Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the University and the User. The User shall have sole responsibility for the content and conduct of its activities on the University campus. The University's name shall not be used to suggest co-sponsorship or endorsement of any activities without prior written approval by the University.
6. User agrees that it has inspected the Facilities and accepts them in the present condition and shall not alter or change the Facilities without written approval of the University and that at the termination of the Use, the premises shall be returned in the same condition as received by the User.
7. If, prior to the date(s) provided for herein, the Facilities are destroyed or damaged by fire or other casualty or become unavailable or unusable because of cause beyond the reasonable control of the University, then the University may elect to terminate this Agreement and return User's deposit and have no further obligation whatsoever hereunder.
If any required deposit or other sum is not paid promptly when due or in the event the User shall violate any of the terms of the Agreement, the University may cancel the Agreement, require User to vacate the premises and the University shall retain all sums received prior to such termination.
8. User represents all Activities are lawful and comply with City of Boise and State of Idaho laws, rules and regulations. The User, its owners, representatives, and employees shall comply with all rules, regulations and/or laws prescribed by the University for the use of facilities, equipment or services of the University and with all applicable governmental rules, laws, ordinances and regulations.
9. The User agrees to comply with all reasonable requests and regulations provided by the University officers and/or representatives regarding health and safety considerations. All state and local laws and ordinances as well as University regulations concerning health safety public order which are applicable to the use and occupancy of University facilities shall be observed by User, its owners, representatives and employees.
10. Facilities operated by User shall at all times be under control of the University and all personnel from the University shall have the right to enter said Facilities on official University matters at any time when so deemed necessary.

11. All general meeting rooms, hallways rest rooms and other public area of the University facilities are considered to be non-smoking areas unless they are specifically marked as a 'designated smoking area'.
12. The University reserves the right to assess a charge for rekeying locks when keys authorized to be checked out to User are not returned at the conclusion of the Term.
13. The University reserves the right to dispose of any materials belonging to User in or at University Facilities at the conclusion of the Term.
14. User shall maintain in full force and effect during the Term of this Agreement, at User's expense, a policy of insurance issued by the User's insurance carrier providing for liability coverage as follows:
 - a. Additional named insured to the State Board of Education, Boise State University and the State of Idaho as their interest may appear and;
 - b. Limited of coverage in the amounts of
 - i. \$150,000 per person and \$600,000 per occurrence, OR
 - ii. \$1,000,000 combined single limit

A certificate of insurance shall be provide to the University with original signature of an authorized insurance company representative and shall provide for at least ten (10) days notice of change in coverage or cancellation. Said certificate of insurance must be issued by the insurance company no more than ten (10) days prior to the start of the General Activity use provided for herein.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement on the day and year first above referenced.

Boise State University,
1910 University Drive
Boise, Idaho 83725,
an Idaho State Institution of higher education

User

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL:

By: _____