THIS FACILITIES USE AGREEMENT is made and entered into between Idaho State University (“University”) and [INSERT NAME OF PERMITTEE] (“Permittee”) for the use of University property or facilities by Permittee as outlined below.

Subject to the other provisions of this Agreement, University hereby grants to Permittee, during the Use Period, the non-exclusive right to access and use the Premises for the limited purpose as described below. University shall have the right to cancel any or all of the scheduled use of the facilities or to terminate this Agreement if Permittee fails to comply fully with the provisions of this Agreement.

**Permittee Information:** [POINT OF CONTACT AND CONTACT INFO - EMAIL, PHONE, PHYSICAL ADDRESS].

**Description of Facilities**: [INSERT SPECIFIC DESCRIPTION OF FACILITIES TO BE USED].

**Description of Event:** [INSERT DETAILED DESCRIPTION OF EVENT, ATTENDEES, AND PERMITTED USE].

**Dates and Times**: This Event shall commence on [DATE AND TIME]. This Event shall end on [DATE AND TIME].

**Payment:** [INSERT REQUIRED PAYMENT AND METHOD OR INDICATE THAT NO PAYMENT IS REQUIRED].

**Deposit**: [INSERT REQUIRED DEPOSIT OR INDICATE THAT NO DEPOSIT IS REQUIRED].

**Permittee agrees to comply with the following terms and conditions:**

**Reimbursement**. Permittee will reimburse the University for any and all damages caused to the facilities, property, and/or the equipment therein from Permittee’s use of University Facilities.

**Liability**. Permittee assumes all responsibility and liability for the requested use. Permittee agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

**No Warranties**. Permittee understands that University makes no warranties or representations as to the suitability or non-suitability of the Premises for Permittee’s purposes. Permittee accepts the Premises “AS-IS” and it is Permittee’s sole responsibility to determine if Premises has the capacity and capability to accommodate the use contemplated under this Agreement. University has made no inspection of the Premises as to any existing defects or hazards. Any person entering upon the Premises enters at their own risk and impliedly accepts Premises in the existing conditions.

**Insurance**. Permittee agrees to maintain, at all times under this Agreement, general liability insurance in reasonable amounts for the intended use or self-insurance through the State Insurance Program. Any insurance or self-insurance maintained by ISU shall be in excess of Permittee’s insurance and shall not contribute to it.

**Expenses**. Permittee agrees to reimburse the University for any damage, clean-up, or hazardous waste-related expenses, including disposal, shipping, damages, penalties, or any expense incurred by the University because of this use.

**Relationship**. Parties agree that Permittee, its agents and employees are not agents or employees of Idaho State University. Permittee will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using University equipment/facilities. As an independent contractor, Permittee is solely responsible for worker's compensation coverage of its employees.

**Supervision**. Permittee will be solely responsible to provide adequate supervision of the activities conducted in University facilities.

**Management.** Notwithstanding this agreement, the day-to-day operation, use, and management of the Premises remain the responsibility and function of the University and its staff. The University reserves the right to make final decisions relating to the use of the Premises and its equipment, furnishings, and fixtures.

**Disruptive Use.** Should Permittee’s use prove disruptive to the operations and functions of University, Permittee, upon notification by University, shall immediately cease operations until such time that Permittee is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University.

**Compliance with Laws.** Permittee understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University rules and regulations, including but not limited to health, COVID-19, smoking, alcohol, drug, and noise regulations. University reserves the right to have any individual associated with the Project ejected from the Premises for failing to follow University rules and regulations, disrupting the operations and functions of University, or for being offensive or derogatory to students, faculty, administrators, or guests of University.

**Protection of Minors Policy.** If applicable, Permittee, Permittee’s Agents, and Permittee’s Guests shall follow University’s Protection of Minors Policy. Alternatively, Permittee agrees to provide University Risk Management with a copy of their own policy that addresses the protection of minors for approval. If University Risk Management approves the Permittee’s Policy then Permittee, Permittee’s agents, and Permittee Guests shall follow the rules of their organization regarding the protection of minors and Permittee’s Policy shall be attached to the Rider section of this Agreement. Permittee is responsible for the safety of the participants in its programs and must have plans in place to prevent and mitigate physical/sexual abuse, molestation, and harassment. Permittee is responsible for the actions and behaviors of its employees, directors, subcontractors, agents, and volunteers.

**Miscellaneous**. The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any option in this Agreement shall not be construed as a waiver or relinquishment of the Agreement. No other understanding, whether written or oral, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement. The validity, construction, and effect of this Agreement is governed by the laws of the State of Idaho. Venue for any litigation arising from this Agreement is in Bannock County, Idaho.

*By signing this Agreement, I, the undersigned, agree that I have authority to sign this Agreement on behalf of Permittee, that I have reviewed the terms above, and that Permittee will abide by the terms of this Agreement.*

**PERMITTEE IDAHO STATE UNIVERSITY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_