**THIS FACILITIES USE AGREEMENT** is made and entered into between Idaho State University (“University”) and [INSERT PARTY HERE] (“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.

**CONTRACT INFORMATION**

| **Event Information** | | | |
| --- | --- | --- | --- |
| Event Name: | | Event Date(s): | |
| Description of Event: | | | |
| ISU Facility or Premises to be Used: | | | |
| Set Up Time: | | Take Down Time: | |
| Maximum Number of Attendees: | | | |
| Estimated Rental Cost: | | | |
| Non-Refundable Deposit Amount: | | Deposit Due By: | |
| **Permittee Information** | | | |
| Legal Name: | | Doing Business As: | |
| Mailing Address: | | | |
| Name of Permittee Liaison: | | Liaison Title: | |
| Liaison Phone: | | Liaison Email: | |
| **University Information** | | | |
| Name of University Liaison: | | Liaison Title: | |
| Liaison Mailing Address: | | | |
| Liaison Phone Number | | Liaison Email: | |

1. **Permitted Use and Dates**. Under the terms and conditions herein, University grants to Permittee a nonassignable right to use the Facilities (described in 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 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 Contract Information), for the purpose of installing equipment, preparing the Premises and equipment for use, packing and removal of equipment afterward. Use of the Facilities shall be limited to the maximum of Event attendees described in Contract Information.
2. **Facilities**. The estimated cost for the rental of the Facilities is described in 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 the 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, and access to drinking fountains where present. 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, whose decision shall be final. All aisleways 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 during the Use Period for the purpose of making necessary public safety announcements.

1. **Premises.** Permittee shall have access and egress from the Premises for the sole use as described in Contract Information. Upon the expiration of the Term or at any time prior, the Permittee shall remove all its facilities, equipment, and temporary sets and structures from the Premises and Permittee shall restore the premises, including but not limited to landscaping, buildings, fixtures, University-owned equipment, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of University and under its supervision. Costs will be assessed to Permittee if cleaning or restoration is not satisfactory to the University in its sole and absolute discretion.
   1. University will provide Permittee with access to the Premises so long as such access can be utilized without significantly disrupting or preventing normal University activities.
   2. University makes no warranties or representations regarding 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. Permittee shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Idaho against and for all liability, cost, expenses, claims, and/or damages for which University might otherwise become liable by reason of any accidents, or injuries to or death of any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to Permittee’s presence and activities upon the Premises, regardless of how, where, or when such injury, death or damage occurs or if caused due to conditions or operation on or defects in the premises.
2. **University Trademarks.** Permittee shall not graphically change, modify or distort the style and/or appearance of any University Mark, without written approval from University. Permittee agrees that nothing herein shall give Permittee any right, title, or interest in the University Marks, and that the University Marks are the sole property of University. Any use of University Marks, images of the University, or its employees or students by Permittee in the marketing, reproducing, exhibiting, exploiting, and other activities surrounding the Project will preserve the integrity, character, good name and goodwill, reputation, and dignity of University, and its employees and students. Permittee agrees that it shall not use, distribute, exhibit, or exploit University Marks outside the terms and conditions of this Agreement for commercial purposes.
3. **Indemnification.** Permittee shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Idaho against any claim, lawsuit, or judgment of whatever kind, arising out of, in connection with, incident to, or caused by their use of the facility under this Agreement, unless the claim, lawsuit, or judgment is caused by the University’s sole negligence or willful misconduct. This clause is intended to include but is not limited to, tort-related claims, real or personal property damage claims, and any and all claims related to intellectual property misappropriation or infringement. This provision requires that Permittee pay all costs, judgments, and reasonable attorney fees connected to any claim under this provision. In addition, Permittee shall indemnify University, its officers, officials, employees, and agents, and the State of Idaho from any claims based upon any invasion of privacy, or any improper or inappropriate use of the picture, voice, character or other representation of any person or persons. The obligations of indemnification and hold harmless set out in this Paragraph shall survive for that period of time that is coincident with the duration of a viable cause of action which may be asserted against the party entitled to indemnification hereunder.
   1. Permittee shall use reasonable care to prevent damage to the Facility and other University property and shall indemnify and hold harmless University and all other parties in the Facility for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Permittee’s part in connection with Permittee’s use of the Premises. The University assumes no responsibility whatsoever for any property brought into the Premises by Permittee.
4. **Insurance**. Permittee agrees to maintain the following insurance coverages for the duration of this Agreement. The Permittee will provide the University with proof of such insurance at the time of entering into this agreement and will ensure that University is named as an additional insured.
   1. **Commercial General Liability Insurance.** Permittee shall maintain commercial general liability (CGL) with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate.
   2. **Workers’ Compensation.** Permittee shall maintain all statutorily required Workers’ Compensation coverages to include Employer’s Liability at minimum limits of $100,000 each accident, $100,000 disease each employee, and $500,000 policy limit.
   3. **Automobile Liability.** If applicable, Permittee shall maintain Automobile Liability in the amount of $1,000,000 Combined Single Limit (Coverage shall include Non-owned and Hired auto coverage). If applicable, Motor Truck Cargo Legal Liability Special Form, including Theft, with minimum limit of $100,000.
   4. **Professional Liability.** If applicable, Permittee shall maintain Professional Liability (Errors & Omissions) insurance of not less than $1,000,000 on a “claims made” basis, to cover claims made during the policy period and reported within three years of the date of occurrence.
      1. All coverage shall be written on an occurrence basis and shall be underwritten by companies authorized to do business in the State of Idaho and currently rated A- or better by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the goods and/or services provided under this Agreement. Permittee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Permittee is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
5. **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.
6. **Disruptive Use.** Should Permitee’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.
7. **Compliance with Laws.** Permittee understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University policy, 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.
8. **Ownership.** University represents and warrants that University is the owner and/or authorized representative of the Premises and that University has the authority to grant Permittee the permission and rights herein granted.
9. **Idaho Public Records Act.** Permittee acknowledges that University is obligated to strictly comply with the Idaho Public Records Act in responding to any request for public information pertaining to this Agreement.
10. **Other Obligations**.
    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.
    2. Permittee understands that alcoholic beverages generally 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.
    3. University Facilities and property are “no smoking” facilities. Those individuals wishing to smoke may not do so on any University property. There are no exceptions to this requirement.
    4. Permittee may not, 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 the 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. University reserves the right to sell or give away refreshments, periodicals, flowers, souvenirs, mementos, and other merchandise, to conduct room checks, 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.
    6. 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.
    7. 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.
    8. 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.
    9. Permittee understands and agrees that University assumes no responsibility whatsoever for any property placed in the Facilities or any other campus facility. 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.
    10. 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.
    11. The Permittee shall compensate or reimburse the University for any and all damages caused to the University facilities, University property, and/or University equipment from Permittee’s use of University Facilities. Permittee is responsible for the actions and behaviors of its employees, directors, subcontractors, agents, volunteers, and Event Participants.
11. **Miscellaneous.**
    1. **Relationship.** The Parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither Party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever, and that neither has any general authority to enter into any agreement, assume any obligations, or to make any warranties or representations on behalf of the other. Permittee shall be solely and personally liable for any and all applicable labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein.
    2. **Non-Assignability.** This Agreement is not assignable by Permittee without the express written consent of University.
    3. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Idaho, without regard to its conflicts of law provisions. Any action seeking an interpretation or enforcement of this Agreement shall be brought in state district court in Bannock County, Idaho.
    4. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions shall remain fully valid and enforceable to the fullest extent permitted by law; and it is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
    5. **Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified, except in writing signed by all Parties.
    6. **Non-Waiver.** University’s failure to exercise its rights against Permittee for any violation of this Agreement by Permittee shall not be a waiver of University’s rights in regard to any other violations, nor shall University be stopped by the failure to exercise any of its rights hereunder.
    7. **Force Majeure.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; athletic program termination; NCAA or conference determined restrictions or cancellations; or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition terminates a party’s obligations under this contract, unless the parties mutually agree to reschedule.
12. **Protection of Minors.** If applicable, Permittee, Permittee’s Agents, and Permittee’s Guests shall follow University’s Protection of Minors Policy. Alternatively, the Permittee agrees to submit their own policy addressing the protection of minors to University Risk Management for approval. If the Permittee's Policy is approved by University Risk Management, then the Permittee, their agents, and guests shall abide by the rules outlined in their organization's policy. The approved Permittee's Policy will 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 address instances of physical/sexual abuse, molestation, and harassment. Permittee is responsible for the actions and behaviors of its employees, directors, subcontractors, agents, and volunteers.
    1. If applicable, Permittee shall maintain and purchase insurance that covers claims arising from activities sponsored by Permittee, but conducted on premises not owned by Facilities User. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment (“abuse”) coverage. Limits of liability for abuse coverage shall be at least $1,000,000 general aggregate. A certificate of insurance must be provided as a part of this Agreement.
    2. Failure to satisfy the above requirements may result, at the University’s sole discretion, with immediate termination of this contract, without regard to any other termination provision.
13. **Deposit**. A non-refundable deposit, described in **Contract Information**, payable to Idaho State University, is required by the date shown in **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, and will be payable upon receipt.

1. **Cancelation 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.
2. **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 the 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, at the discretion of the University, satisfactory documentation is not presented, the 6% (six percent) sales tax will be included on requested food items and lodging facilities.
3. **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.
4. **Non-discrimination**. Permittee agrees that no part of this Agreement shall be performed in a manner that illegally discriminates against any person on the basis of race, sex, color, national origin, religion, age, mental or physical disability, or any other protected class.
5. **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.
6. **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.
7. **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.
8. **Sales Tax.** Permittee will be responsible to pay to the Idaho State Tax Commission the sales tax on all taxable sales.

SIGNATURE PAGE TO FOLLOW

*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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Facilities Use Agreement Service Rider**

[Insert Detailed Service Rider Terms Here]

**PERMITTEE IDAHO STATE UNIVERSITY**

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

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

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

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