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].

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

**Reimbursement**. The 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**. The Permittee assumes all responsibility and liability for the requested use and agrees to defend, indemnify, and hold Idaho State University harmless from any and all loss, damage or injury to any person or property arising from use of the facilities.

**No Warranties**. The 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. 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 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.

**Insurance**. The Permittee agrees to obtain, at its own expense, general liability insurance in the sum of not less than One Million Dollars ($1,000,000). 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.

**Outside Materials, Equipment, Substances.** The Permittee agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without prior written approval of ISU. ISU shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon without reimbursement of any costs incurred by the Permittee.

**Alcohol.** 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.

**Expenses**. The 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 University because of this use.

**Relationship**. The parties agree that the Permittee, its agents and employees are not agents or employees of Idaho State University. The 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**. The 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 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.

**Non-Assignability.** This Agreement is not assignable by Permittee without the express written consent of University.

**Force Majeure**. In the event that the leased building or any part thereof is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen circumstance shall render the fulfillment of a rental agreement by the University impossible or extremely difficult, then the University shall not be liable to the Lessee to fulfill the agreement or be responsible for any damages caused to the Lessee from the unforeseen cancellation of the agreement. The sole remedy for Permittee should a Force Majeure event occur is to reschedule the event with ISU or the reimbursement of their deposit or fees paid under this agreement.

**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. Furthermore, Permittee agrees that no lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by the Permittee on the premises.

**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.

**Photography/Filming**. ISU retains the right to record by photograph or video, Licensee’s event for use in ISU publications or promotions without compensation to Licensee.

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

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**EXHIBIT A**

[IF NECESSARY ADD MORE DETAIL HERE]