

January 1, 2013

INSTRUCTIONS
FACILITIES USE AGREEMENT, FORM #105

U of A Department must do the following:

1. Get approval from Real Estate Administration, including the amount to charge (per use/per month/annually). There is a place on Exhibit A for Real Estate Administration to sign.
2. Fill out Exhibit A and get the required approvals.
3. If applicable, find out from Risk Management what insurance(s) they will be requiring. There is a place on Exhibit A for Risk Management to sign.
4. Fill out the Agreement in duplicate and have the other party sign the Agreement and attach the required insurance certificate(s).
5. Send to Real Estate Administration for signature. **IMPORTANT!** The User must attach the required insurance certificate(s) to the Agreement prior to sending the Agreement to Real Estate Administration for signature. Real Estate Administration cannot process the Agreement without the required insurance certificate(s).

Form #105 4/15/2002
Revised: 2-12-13

**UNIVERSITY OF ARIZONA
FACILITIES USE AGREEMENT**

This agreement made this ____ day of _____, 201_ by and between the Arizona Board of Regents on behalf of the University of Arizona, (hereinafter referred to as "University") and _____, (hereinafter referred to as "User"):

WHEREAS, User wishes to obtain the temporary use of the facilities described below located on The University of Arizona campus and University wishes to permit such use by User under the following terms and conditions; and

WHEREAS, the necessary University approvals for such use have been obtained as shown in Exhibit A attached hereto.

NOW THEREFORE it is agreed as follows:

USE AND PAYMENT:

1. The University hereby grants to User permission to use:

(NAME OF FACILITY OR FACILITIES)

(LIST EQUIPMENT THAT WILL BE USED)

for the purpose of:

(DESCRIBE THE EVENT)

on _____ between the hours of _____ and _____.
(DATE OR DATES)

If the use of the facility will be recurring during the period listed above, the User agrees to keep a log of each use of the facility and provide that log to the University at the end date listed above.

2. As Consideration for such use, User agrees to pay to The University of Arizona the sum of \$_____ (circle one: per use/per month/annually) plus applicable sales tax plus the cost of special services. It is understood that the cost of special services performed by University for User will be payable upon presentation of an invoice following the Event. A deposit of \$_____ is required for special services. The sum of \$_____ is to be paid by User to University upon the signing of this Agreement.

The following special services are to be provided to User by the University:

Service to be provided

Charge

3. The User agrees to exercise due care in the use of said facility and at the end of the Event, return the premises in as good condition as when received, and to be responsible to indemnify the lessor against any damages occasioned to said premises and equipment and furnishings contained therein, by reason of the use and occupancy of the premises.
4. The User agrees to comply with all applicable State and University Fire Code requirements including but not limited to the orderly evacuation of buildings and other occupied areas should a fire alarm sound.
5. The User agrees to comply with all applicable University and Arizona Board of Regents policies and local, state and federal laws, and to obtain any required permits for the Event.

INDEMNITY:

6. User shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney’s fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of User, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of User and/or its

subcontractors of claims under similar such laws and obligations. User's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by User and third party infringement under the Agreement.

7. User, if a charitable association, corporation, entity or individual, having or claiming an immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption as against the University.

INSURANCE REQUIREMENTS:

8. The User shall provide and maintain insurance applicable to this event as follows:
 - a. Commercial general liability in the amount of: \$2,000,000 (Each occurrence)
 - b. Comprehensive automobile liability in the amount of \$1,000,000 (if applicable)
 - c. Workers' Compensation as required by statute and employer's liability in the amount of \$100,000 (if applicable).

Upon signing of this agreement and prior to the Event, the User will furnish certification of such coverage, which names the Arizona Board of Regents on behalf of the University of Arizona and the State of Arizona as additional insured for the Event. The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

MISCELLANEOUS

9. These insurance requirements may be modified or waived only with the written approval of The University of Arizona Department of Risk Management and Safety.
10. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
11. This agreement is subject to the provisions of A.R.S. 38-511 and may be cancelled pursuant to that statute for conflict of interest.
12. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S. §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and

proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

13. The User agrees to reimburse the University for any necessary expenses, attorney's fee, or costs incurred in the enforcement of any part of this agreement.
14. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. The University agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the University's attention.

“USER”

“UNIVERSITY”

ARIZONA BOARD OF REGENTS, ON BEHALF
OF THE UNIVERSITY OF ARIZONA

Print or type

Real Estate Administration
1125 N. Vine Avenue
Tucson, AZ 85721

Street Address

City, State

By: _____
Signature

By: _____
Bruce M. Vaughan
Director, Real Estate Administration

Title

Date

Date

EXHIBIT A

Outside Use of University Facilities

CHECKLIST AND SIGN-OFF

Page 1 of 2

1. Is the proposed use consistent with the educational, research and/or service mission of the University? yes___ no___

If yes, explain how.

2. Are there any special risks associated with the proposed use? yes___ no___

If yes, what are they?

3. Who is the proposed user?

Is the User affiliated with the University? yes___ no___

If yes, describe affiliation

4. Does the dollar amount to be charged for use of the facility reflect the estimated fair market rental value of the facility (amount must be approved by Real Estate Administration)?
yes___ no___

If no, does proposed use provide special benefits to the University that justify charging less than full rental value use of the facility? yes___ no___

If yes, what are they?

EXHIBIT A

Outside Use of University Facilities

CHECKLIST AND SIGN-OFF

Page 2 of 2

5. Into what University account(s) will the payment from the User be deposited?

Approvals:

By: _____
Real Estate Administration

Date: _____

By: _____
UA Department Head or Unit Supervisor

By: _____
UA Dean or Vice President (if amount to be paid by
User is over \$1000 or there are special risks)

Date: _____

Date: _____

Risk Management & Safety

List any modifications in standard insurance requirements: _____

Approved _____
Signature

By: _____
Print Name

Date: _____