# BOISE STATE UNIVERSITY

**AGREEMENT FOR SHORT TERM USE OF CAMPUS FACILITIES**

This Facility Use Agreement, dated the day of , 20 , between Boise State University, an Idaho State Institution of higher education,(“University”) and , (“User”) collectively referred to as the “Parties.”

The Parties agree as follows:

1. USER ACTIVITY: (Provide DETAILED description. Attach additional pages if necessary.) Equipment to be used: (Attach additional pages if necessary.)
2. LOCATION OF FACILITIES:
3. TERM OF USE: Date(s): Time(s):
4. FEES: Facility Use Fee: $ Waste Disposal Fee: $ Equipment and Service Charge Estimate: $

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. If payment is not received within thirty (30) days of billing, a one percent (1%) monthly late fee will be added each month to the total amount due, until paid in full.

1. SPECIAL PROVISIONS (such as required safety training, Standard Operating Procedures, PPE):
2. Contact for BSU: Contact for User:

Department: Name:

Name: Email:

Phone: Phone:

**The Boise State University Facility Use Terms & Conditions (Nos. 1 – 19) are attached and made a part of this Agreement.**

AGREED, by a duly authorized representative of the Parties, as of the date written above:

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| Boise State University,  1910 University Drive  Boise, Idaho 83725,  an Idaho State Institution of Higher Education  By: Printed Name: Title:  Date: | User:  Address:  FEIN or Tax Identification Number:  By: Printed Name: Title:  Date: |

**Boise State University Facility Use Terms and Conditions**

1. University permits User to utilize the Facilities/Equipment/services on the dates and times, for the activity and purpose, and for the usage fee and other payments, as stated in the attached and incorporated Agreement, and subject to the conditions below.
2. Facilities are, at all times, under control of University and all University personnel shall have the right to enter the Facilities on official University matters when deemed necessary.
3. User will be liable to University, its employees, agents and governing Board, for any and all claims, damages, liability, and court awards incurred because of the actions or inactions of the User under this Agreement. Idaho Law, including the Idaho Tort Claims Act, I.C. Sections 6-901 *et seq*., governs the liability of the University.
4. User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement implies a partnership, joint venture, or other association between University and User. User will have sole responsibility for the content and conduct of its activities on the University campus. User shall not use University’s name or logos to suggest co-sponsorship or endorsement of any activities without prior written approval by University.
5. User agrees that it accepts the Facilities in the present condition and shall not alter or change the Facilities without written approval of University. At the termination of the use, the premises shall be returned to University in the same condition as received by User.
6. If, due to causes beyond the reasonable control of the University, the Facility is unavailable or unusable, the University may elect to terminate this Agreement. User’s deposit shall be returned to User and University will have no further obligations.
7. If any required deposit or other sum is not paid when due or if User violates any of the terms of the Agreement, University may terminate the Agreement, require User to vacate the premises, and University may retain all sums received prior to the termination.
8. User represents all Activities are lawful and comply with City of Boise, State of Idaho and Federal laws, rules, and regulations. User must comply with all rules set out by University for the use of its Facilities and Equipment. User must also comply with all applicable governmental rules, laws, ordinances and regulations, including but not limited to those applicable to hazardous materials, controlled substances and waste products.
9. User must comply with all instructions set out by University officers and/or representatives regarding facilities. User must also comply with all state and local laws and ordinances as well as University regulations concerning health, safety, and public order which apply to the use of the Facilities.
10. User may not at any time work alone in the Facility or bring minor children into the Facility.
11. If a key to the Facilities is checked out to the User, the key must be returned at the end of the Term. University may charge for re-keying locks if keys checked out to User are not returned at the conclusion of the Term.
12. University may dispose of any materials or products belonging to User left in University Facilities at the conclusion of the Term and University reserves the right to charge User accordingly for such disposal.
13. User shall maintain insurance of the types and in the amounts described below and forward a copy of Certificate of Insurance to University Risk Management. 1910 University Dr. Boise, ID 83725-1245. Such documents are often found in User’s Office of Legal Counsel and/or Office of Risk Management.
    * Commercial General and Umbrella Liability Insurance. User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. All insurers shall have a Best’s rating of A- or better and be licensed and admitted in Idaho. State of Idaho and Boise State University shall be named as Additional Insureds.
    * Commercial Auto Insurance. User shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than

$1,000,000;

* + Business Personal Property and/or Personal Property. User shall purchase insurance to cover User’s personal property. In no event shall University be liable for any damage to or loss of personal property sustained by User.
  + Workers’ Compensation. Where required by law, User shall maintain all statutorily required Workers Compensation coverage’s. Coverage shall include Employer’s Liability, at minimum limits of $100,000 / $500,000 / $100,000.

1. This Agreement is governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho. If any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
2. University is a state agency in Idaho. Nothing in this Agreement constitutes a waiver by Boise State University of any privilege, protection or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law.
3. This Agreement constitutes the full, complete, and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, or arrangements which may be either oral or written, between the parties with respect to the subject matter. All changes must be made in writing and signed by the authorized representatives of both Parties.
4. Facilities and Equipment may contain items subject to United States Export Control laws, including but not limited to, the Export Administration Regulations and the International Traffic in Arms Regulations (ITAR). User shall fully comply with all such laws and regulations. User accepts sole responsibility for its compliance with Export Control laws related to the Facilities and Equipment during the course of this Agreement.
5. User understands that data, research results, deliverables, reports, analysis, and all other output gathered by University or by User using the Facilities and Equipment are provided strictly “as-is” without any other warranty or guaranty of any kind. All other warranties, express and implied, are hereby expressly disclaimed INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. University is prohibited by state law from entering into certain contractual agreements. User hereby certifies that (i) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People’s Republic of China and will not for the duration of the Agreement be owned or operated by the People’s Republic of China; and (ii) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.