

**INSTRUCTIONS**  
**FACILITIES USE AGREEMENT FORM**

1. If applicable, obtain approval from Real Estate Administration (REA) for the rental amount to charge (per use/per month/annually). REA will sign as approved on Exhibit A.
2. Complete the information for User's signature and attach the required insurance certificate of coverage.
3. Complete Exhibit A and obtain the required approval signatures.
4. If applicable, contact Risk Management and Safety for additional insurance requirements for the use. If there are special conditions outside the standard insurance requirements, Risk Management will sign as approved on Exhibit A.
5. Send to REA for processing. **The User must include the required insurance certificate of coverage** with the agreement when sending to REA for signature.

Real Estate Administration  
1405 N. Ring Rd.  
PO Box 210186  
Tucson, AZ 85721



## FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona, ("University") and \_\_\_\_\_, ("User"), individually as the “Party” and collectively as the “Parties”.

- A. User wishes to obtain the temporary use of the premises described below located on the University of Arizona campus and University wishes to permit such use by User under the following terms and conditions.
- B. The necessary University approvals for such use have been obtained as shown in **Exhibit A** attached hereto.

### AGREEMENTS

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and User hereby agree as follows.

#### USE AND PAYMENT:

1. Premises: The University hereby grants User permission to use that \_\_\_\_\_  
[*type of space-office, lab, field, etc.*] located at \_\_\_\_\_  
\_\_\_\_\_ [building  
name, building no., room no., address] (the “Premises”), consisting of \_\_\_\_\_ square feet, for the purpose of \_\_\_\_\_  
(the “Permitted Use”).
2. Term: The term of this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, (the “Term”) between the hours of \_\_\_\_\_ and \_\_\_\_\_, Monday through Friday.
3. Equipment: University permits User to use the following equipment:  
\_\_\_\_\_  
\_\_\_\_\_ [list equipment]

The University is not responsible for any equipment, supplies and personal property owned by the User placed or removed in the Premises and shall be at the risk of the User. The University’s insurance does not cover the User’s equipment, supplies, and personal property.

4. Consideration: User agrees to the rental rate as follows:

Room \_\_\_\_\_: \$ \_\_\_\_\_ per square foot x \_\_\_\_\_ sq.ft. for the cost of \$ \_\_\_\_\_.

**TOTAL RENTAL COST: \$ \_\_\_\_\_ annual cost; \$ \_\_\_\_\_ per month**

The sum of \$ \_\_\_\_\_ is to be paid by User to University upon the signing of this Agreement along with a Certificate of Insurance covering the Term per **Section 12**. It is understood that the cost of special services performed and/or equipment furnished by University for the User will due and payable upon presentation of an invoice.

Please make payments payable to \_\_\_\_\_. Rent for any period during the term that is for less than one month or one year, as applicable, shall be a pro-rata portion of the monthly or annual installment. Failure to pay rent within ten (10) days of the due date shall constitute a default by User subject to all legal remedies of the University.

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

<u>Service provided</u>	<u>Charge</u>
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5. The Premises are delivered to User in an "AS IS", "WHERE IS", condition and location, without any representations or warranties by University. The User agrees to exercise due care in the Permitted Use of the Premises, and equipment and furnishings, and at the end of the Term return the Premises in as good condition as when received, normal wear and tear excepted. User will indemnify the University against any damages occasioned to the Premises and equipment and furnishings contained therein by reason of the use and occupancy of the Premises.
6. User agrees not to use or allow the Premises to be used for any unlawful or non-permitted purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the Premises or subject the Premises to any use that would damage the Premises or raise or violate any insurance coverage maintained by the University.
7. 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.
8. 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 Permitted Use during the Term.

**INDEMNITY:**

9. 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.

10. 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.

**DEFAULT:**

11. If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to University, whether at law or in equity, University may immediately terminate this Agreement and all rights of User. In the event of a breach or default by University, University's liability shall be limited to no more than the amount equal to the fee paid by User (as noted in **Section 4** above) for the corresponding duration of such breach.

**INSURANCE REQUIREMENTS:**

12. The User shall provide and maintain insurance coverage applicable to the Term 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, the User will furnish certification of such coverage, which names the Arizona Board of Regents, the University of Arizona, and the State of Arizona as additional insured for the Term. The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess. User will be responsible for insuring its personal property brought to the Premises.

These insurance requirements may be modified or waived only with the written approval of the University of Arizona Department of Risk Management and Safety in **Exhibit A**.

## MISCELLANEOUS:

13. **Assignment & Subletting.** User does not have the right to assign any rights under this Agreement or allow any other person or entity to use or occupy any of the Premises without the prior written consent of University, which consent may be granted or withheld in University's sole discretion.
14. **Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
15. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.
16. **Arbitration.** The Parties agree that if a dispute arises between them concerning this Agreement, the Parties may be required to submit the matter to arbitration pursuant to Arizona law.
17. **Interpretation.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both Parties. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
18. **Failure of Legislature to appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to User and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.
19. **Compliance with Law.** User shall comply with all local, state and federal laws regarding the environment, disposal of hazardous waste, and restoration of terrain, if applicable. User shall be familiar with and comply with all Environmental Protection Agency and Arizona Department of Environmental Quality requirements and regulations. User shall at all times and at User's sole expense comply with the provisions of all local, state and federal laws, rules and regulations including but not limited to laws governing the employment of others, workers' compensation, and federal employment taxes. Compliance with the applicable County wastewater discharge ordinance will be the sole responsibility of User.
20. **Alcohol and Tobacco.** The University of Arizona prohibits the use of alcohol and products that contain tobacco or nicotine, including e-cigarettes or electronic smoking devices on the Premises.

21. **Weapons, Explosive Devices, and Fireworks.** University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of University or its affiliated or related entities, in all University residential facilities (whether managed by University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities, except as provided in A.R.S. § 12-781 or unless written permission is given by the UA Police Department (UA PD). Notification by User to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or assignees of User (“User Parties”) of this policy is a condition and requirement of this Agreement. User further agrees to enforce this contractual requirement against all User Parties. University's policy may be accessed through the following web page: <http://uapd.arizona.edu/weapons-campus>.
22. 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.
23. The individual signing on behalf of User hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding on User in accordance with its terms.

*[Signatures on the next page]*

IN WITNESS WHEREOF, we have set our hands and seals on the day and date first written above.

**“USER”**

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**“UNIVERSITY”**

ARIZONA BOARD OF REGENTS FOR  
AND ON BEHALF OF THE  
UNIVERSITY OF ARIZONA

Real Estate Administration  
1405 N. Ring Rd.  
PO Box 210186  
Tucson, AZ 85721

By: \_\_\_\_\_

Bruce M. Vaughan

Director, Real Estate Administration

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Outside Use of University Facilities**  
**CHECKLIST AND SIGN-OFF**

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. 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 Planning, Design & Construction-Real Estate)? 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? \_\_\_\_\_

5. University account(s) payment from the User will be deposited? \_\_\_\_\_

*[Approval signatures on next page]*



**APPROVALS:**

By: \_\_\_\_\_  
*Director, 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 (If applicable)**

List any modifications in standard insurance requirements:

\_\_\_\_\_  
\_\_\_\_\_

Approved: \_\_\_\_\_

Name:

Title:

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