



Cooperative Extension Food Product Development Kitchen
FACILITIES/PREMISES USE AGREEMENT

This Agreement, dated this ____ day of _____, 20____, is between the University of Alaska, hereafter referred to as "UA" and _____, hereafter referred to as "Permittee".

Permittee Contact Information:

Name: _____ DBA: _____

Address: _____

Phone: _____

Email: _____

1. **FACILITY/PREMISES:** UA agrees to permit the use of the Cooperative Extension Food Product Development Kitchen, located at 1751 Tanana Loop, Fairbanks, Alaska, under the terms and conditions described below.
2. Term: The term of this Agreement is from _____ to _____.
3. **ELIGIBLE USERS:** Only those users that are registered and authorized by the UAF Cooperative Extension Service Test Kitchen Project are allowed to be in the production areas. Each employee/helper must have completed an Emergency Contact Form.
4. **PERMITTED USES:** Permittee shall use the UA facility/premises only for the following activities:

5. **SCHEDULE OF USE PERIODS:** Scheduling shall be solely within the province of UA and will be on a first-come, first-served basis. Permittee shall, upon request, submit a written schedule of dates and times for use of the facility/premises during periods covered by the request. Upon approval of any schedule, UA will make a good-faith effort to reserve the facility/premises for the date(s) and time(s) requested. The parties acknowledge that there are numerous users of the facility/premises whose time and needs UA must attempt to coordinate. UA does not guarantee availability of the facility/premises. UA shall not, in any event, be liable for unavailability of the facility/premises.
6. **INDEMNIFICATION:** Permittee assumes all responsibility, risk and liability for all activities of permittee, its employees, agents, invitees, contractors, subcontractors or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Permittee agrees to the fullest extent permitted by applicable law to indemnify and save harmless the university, its board of regents, officers, agents and employees from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) that may arise by reason of injury, emotional distress or death to any person, or damage to any property, which may

have arisen or be alleged to have arisen in connection with negligence of the Permittee or which may arise or be alleged to have arisen as a result of a dangerous condition of or on the premises, unless the condition had not become more dangerous as a result of the Permittee's activities. Permittee shall accept any such cause or action or proceeding within 15 days of tender by the University of Alaska. This indemnification shall survive the termination of the Agreement.

Permittee expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever prior, during or subsequent to the rental period, by reason of any defect, deficiency, failure or impairment of the premises, including, but not limited to, the water supply system, heating system, wires leading to or inside the premises, gas, electric or telephone systems, automatic sprinkler systems or any other source whatsoever. UA is not liable or responsible for any financial loss incurred by the Permittee due to unforeseen, extenuating or uncontrollable events that cause failure of any or all of the facilities to operate or function during the period of the Agreement.

7. **INSURANCE:** Without limiting its indemnification, and at least two weeks prior to the intended use, Permittee will furnish UA with a Certificate of Insurance evidencing insurance coverage as indicated below:

(A) Permittee's policy of commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence.

The commercial general liability insurance must include coverage for liability assumed under an insured contract (including defense cost assumed under contract) and shall name UA as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to UA.

(B) Workers Compensation insurance meeting the required statutory limits unless Permittee provides:

I) A certificate of waiver approved by the Alaska Department of Labor or other sufficient written proof and/or affidavit that establishes to the satisfaction of UA that Permittee does not have any employees covered by the Alaska Workers Compensation Act.

Permittee shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in the section. Failure to furnish satisfactory evidence of insurance, lapse of a policy or inadequate limits is grounds for termination of this Agreement. All insurance limits are minimum. If the Permittee's policies contain higher limits, the UA shall be entitled to coverage to the extent of such higher limits.

The University of Alaska offers Special Event Insurance. This coverage is made available to non-university affiliated entities that request use of University of Alaska facilities but are not able to meet the University of Alaska's insurance requirements. For more information visit:

www.alaska.edu/risksafety/b_insurance/insurance-coverage/event-insurance/

8. **PERSONAL PROPERTY:** Permittee, not UA, is responsible for loss of, or damage to, any personal property of Permittee, its guests, agents, employees or invitees located within or on UA property before, during or after the term of the Agreement.
9. **USE OF UA NAME OR LOGO:** Permittee agrees not to use the name or logo owned by or associated with UA or the name of any representative or UA in any form of publicity without the written permission of UA in each instance.
10. **CLEANING-VANDALISM:** During the periods of facility/premises use by Permittee, Permittee shall be responsible for vandalism or damages occurring during its use. Permittee shall be responsible for the expense of cleanup at the conclusion of each.
11. **ADDITIONAL SERVICES:** Permittee shall reimburse UA for any and all services not included in this Agreement but requested by Permittee or required to fulfill Permittee's responsibilities under the terms of this Agreement, including, but not limited to, cleanup not accomplished by Permittee.
12. **RENT:** Permittee agrees to pay to UA the sum of \$_____ per hour for the use of the facility/premises. Said sum will be paid at least seven days before the intended use of the facility/premises. Charges for cleaning and damages will be billed to the address of the Permittee as shown below and are due in full upon receipt of the billing.
13. **ASSIGNMENT:** No benefit under this Agreement may be assigned nor may any duty under this be delegated without the written consent of the other party.
14. **TERMINATION:** This Agreement may be terminated by either party in the event of non-performance by the other.
15. **INTERPRETATION:** This Agreement constitutes the entire agreement between the parties, superseding all previous representation, discussions and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties. This Agreement shall be interpreted in accordance with Alaska law, excepting choice of law provisions. Suit or claims related to this agreement must be brought in the superior court for the 4th Judicial District, at Fairbanks, Alaska.
16. **NOTICES:** Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the address designated by the parties below.

PERMITTEE: _____
 ADDRESS: _____

UNIVERSITY OF ALASKA: _____
 1751 Tanana Loop
 Fairbanks, AK. 99775

By: _____
 (Signature)

By: _____
 (Signature)

 (Print name - Title)

 (Print name - Title)

Date: _____

Date: _____