

UAF FACILITIES 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: _____

Address: _____

Phone: _____

1. **FACILITY/PREMISES.** UA agrees to permit location 1910 Tanana Drive, Fairbanks, Alaska 99775, under the terms and conditions described below.

Check property that applies and fill out information for property to be permitted for use:

Indoor Climbing Wall

Number of participants: _____ Number of spectators (if applicable): _____

Ages of participants (check all that apply): 0-12* 13-17 18+ *see minors below

Permittee is responsible for compliance with all Climbing Facility rules; print out rules and provide and explain to all your climbing wall users (participants). Rules may be found at: <http://www.uaf.edu/draw/src/pool/forms/>

Outdoor Climbing Tower

Number of participants: _____ Number of spectators (if applicable): _____

Ages of participants (check all that apply): 0-12* 13-17* 18+ *see minors below

Permittee is responsible for compliance with all Patty Ice Arena Rules; you must print the rules out and provide and explain to all your users (participants) before using ice arena. Rules may be found at: <http://www.uaf.edu/draw/outdoor-ed-center/rules>

Minors on UAF campus require compliance of **ALL applicable sections of the Protection of Minors Policy. You are responsible to provide a copy of the policy to all your participants' parents, volunteers, staff, employees and chaperones. Copy of policy is here: www.uaf.edu/safety/minors*

2. **TERM.** The term of this Agreement is from _____ to _____

3. **PERMITTED USES.** Permittee shall use the UA facility/premises only for the following activities:

4. **SCHEDULE OF USE PERIODS** Scheduling shall be solely within the province of UA. Permittee shall, upon request, submit written schedules of dates and times for its 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 and time requested. The parties acknowledge that there are numerous users of the facilities/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.

5. **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) which 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 from 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, which cause failure of any or all of the facilities to operate or function during the period of this Agreement.

6. **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:

6.1 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 costs assumed under contract) and shall name UA as an additional insured, primary and non-contributory. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to UA.

6.2 Workers Compensation insurance meeting the required statutory limits

Permittee shall purchase at its own expense, and maintain in force at all times during the term of this Agreement, the insurance required in this 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.

7. **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.

8. **USE OF UA NAME OR LOGO** Permittee agrees not to use the name or logo owned by or associated with the UA or the name of any representative of the UA in any form of publicity without the written permission of the UA in each instance.

9. **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 use.

10. **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.

11. **RENT** Permittee agrees to pay to UA the sum of \$ Determined outside this agreement for the 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.
12. **ASSIGNMENT** No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.
13. **TERMINATION & CANCELLATION** This Agreement may be terminated by either party in the event of non-performance by the other. Cancellation by permittee must be within 10 DAYS or future use may be suspended and contract terminated by UA.
14. **INTERPRETATION** This Agreement constitutes the entire agreement between the parties, superseding all previous representations, 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 Judicial District, at Fairbanks, Alaska.
15. **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 addresses designated by the parties below.

PERMITTEE:

UNIVERSITY OF ALASKA

BY: _____
 (Signature)

BY: _____
 (Signature)

 (Print name) (Title)

 (Print name) (Title)

DATE: _____

DATE: _____

I further state that I have authority to act in behalf of the above named organization.