

# Rental Agreement

## UAF SRC, Ice Arena, or Pool

For groups with minors present, remember:  
Protecting minors is so important that using UAF facilities with minors takes extra work up front.

Inside the packet:

- 1) Facilities/Premises Use Agreement
- 2) Insurance Requirements (see section 6 of the Facility Use Agreement):
  - a. If your insurance does not meet all requirements, you can either revise your insurance policy with your insurance company or you have the option of purchasing supplemental insurance through [https://www.alaska.edu/risksafety/b\\_insurance/insurance-coverage/event-insurance/](https://www.alaska.edu/risksafety/b_insurance/insurance-coverage/event-insurance/).
- 3) Protection of Minors (applicable if there are minors in the group and when section 1 of the Agreement cannot be signed):
  - a. Provide this link to parents/guardians of all minors in your group: [www.uaf.edu/safety/minors](http://www.uaf.edu/safety/minors).
  - b. Attest to successful background checks on all organization's adults who will be entering the facilities with minors (do not send background check results) by filling out the Background Check Certification form included in this packet.
  - c. Each of the adults on the Background Check Certification needs to review and sign the Protection of Minor's Code of Behavior form included in this packet.

Return the completed documents at least 2 weeks prior to your first requested reservation time.

Send your complete packet to the Nanook Recreation staff member you are working with, or to [UAF-Recreation@alaska.edu](mailto:UAF-Recreation@alaska.edu).

The packet must be reviewed by various UAF staff; there is no guarantee that the review will occur before your first requested reservation. If packet/review is incomplete, your requested time will need to be cancelled, refunded, &/or revised.



## 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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

- FACILITY/PREMISES.** UA agrees to permit location 1900/1910 Tanana Drive, Fairbanks, AK 99775 under the terms and conditions described below.

Check the property(s) that applies to this agreement:

- Student Recreation Center

Permittee is responsible for compliance with all SRC rules. Permittee shall provide all participants with a copy of rules upon request. Rates and rules may be found at <https://uaf.edu/recreation> &/or as attached.

- Patty Ice Arena

Permittee is responsible for compliance with all Patty Ice Arena rules. Permittee shall provide all participants with a copy of rules upon request. Rates and rules may be found at <https://uaf.edu/recreation/patty-ice> &/or as attached.

Will you need a concessions agreement?  Yes  No

- Patty Pool

UA will furnish qualified and certified lifeguards in accordance with American Red Cross Lifeguard ratio guidelines upon request of the Permittee; minimum ratio: (1) lifeguard per (25) participants. Additional fees may apply and may be charged at any time. Scheduling requires advance notice and must be in email form to the Pool Manager.

Permittee is responsible for compliance with all Patty Pool rules. Permittee shall provide all participants with a copy of rules upon request. Rates and rules may be found at <https://uaf.edu/recreation/files/pool-rules-regulations.pdf> &/or as attached.

Provide the required information for all of the following:

Number of participants: \_\_\_\_\_ Number of spectators (if applicable): \_\_\_\_\_

Ages of participants (check all that apply):  0-12\*  13-17\*  18-20  21+

Please estimate the number of attendees under 18 years of age: \_\_\_\_\_

**Sign here to certify that all minors will be supervised by their parents/guardians<sup>1</sup> during the event:**

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

Signature: \_\_\_\_\_

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

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. Permittee shall designate one individual as a scheduler who will coordinate all space allocations with the particular UA Facility Supervisor. 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. The Permittee shall follow the cancellation policy for the particular facility utilized within this Agreement. 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.

<sup>1</sup> *\*If minors are not supervised by their guardians at all times, additional requirements will need to be met. Minors on UAF campuses 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](http://www.uaf.edu/safety/minors) . You must also sign a copy of the UAF certification form and provide insurance that covers claims for abuse which can be found at <https://www.uaf.edu/safety/minors/events-with-minors.php>.*

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 Check either (A) or (B) 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 costs 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) Permittee shall purchase liability insurance from the UA for a price of \$ \_\_\_\_\_ (see rate schedule).

6.2 Workers Compensation insurance meeting the required statutory limits unless Permittee provides:

- I) A certificate of waiver approved by the Alaska Department of Labor; or
- II) 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 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.

See page 1 footnote 1 of this agreement for additional insurance requirements as they pertain to minors.

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 \$ \_\_\_\_\_ for the use of the facility/premises. Said sum will be paid at least seven (7) days before the intended use of the facility/premises, or if pre-approved by the appropriate UA fiscal officer, multiple pre-scheduled payments for rental time periods of a month or more. 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.** This Agreement may be terminated by either party in the event of non-performance by the other.
- 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 4th 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: \_\_\_\_\_  
 I further state that I have authority to act in behalf of the above named organization.

DATE: \_\_\_\_\_

**WAIVER OF INSURANCE REQUIREMENTS:**

If the Permittee cannot meet the University's insurance requirements for facilities/premises use, a written request from the Permittee explaining why must be attached. If the exposure to loss is substantially limited by the nature of the facilities/premises use, the insurance requirement may be waived by the System Office of Risk Services Director or his/her designee by signing below:

Commercial General Liability Insurance Waiver Request:  
 Workers' Compensation Insurance Waiver Request:

Approved:  NOT Approved:   
 Approved:  NOT Approved:

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 System Office of Risk Services Director or Designee

Distribution: UA Facility manager Permittee



## University of Alaska Fairbanks Protection Of Minors Certification Form

Groups, businesses, organizations, clubs, etc. who use UAF facilities and property for events, programs or activities that include minors are required to certify that they have completed the following:

- Reviewed and will follow the University of Alaska Fairbanks Protection Of Minors (POM) Policy [<https://www.uaf.edu/chancellor/initiatives-and-policies/policy/05.09.41.php>]
- Completed a local, state, and nationwide criminal and sex offender background checks as described in the POM Policy for any persons considered authorized adults according to the definition in the POM Policy
- Trained all the adults that will be interacting with minors in the identification, prevention and reporting of the sexual abuse of minors; (UAF training is available, please contact person below)
- Ensured that no adults working with minors is convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult; are a registered sex offender; have been convicted of possession of child pornography.
- Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include: Minimum adult to minor ratios; How to supervise minors during overnight activities; A signed Code of Behavior; How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.; How to supervise minors during transition times, including drop-off and pick-up; Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.

You will also need to attach a certificate of insurance to this form that includes coverage for claims and losses of abuse. If this is unavailable under a current insurance policy, it can be purchased at:

[http://www.alaska.edu/risksafety/b\\_insurance/insurance-coverage/event-insurance/](http://www.alaska.edu/risksafety/b_insurance/insurance-coverage/event-insurance/)

### For questions, please contact

Elizabeth Hughes-Hageman

Protection of Minors Manager

[ephugheshageman@alaska.edu](mailto:ephugheshageman@alaska.edu) | 907-474-6015

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This letter is to certify that all Authorized Adults and Caregivers associated with \_\_\_\_\_ (see definitions in Protection of Minors Policy) have completed the aforementioned requirements prior to being permitted to participate in programs that include Minors. I further certify that \_\_\_\_\_ has performed or reviewed background checks on all Authorized Adults/Caregivers and has not identified any negative results.

*List of Authorized Adults and Caregivers (list can be attached) or filled in below:*



**University of Alaska Fairbanks  
Protection Of Minors Certification Form**



**Signature** [Activity, Program Leader] \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_

## University Of Alaska Protection of Minors Code Of Behavior

### UA BOR Regulation, Chapter 09.12, Protection of Minors

At the University of Alaska (UA) our program provides the highest quality services available to Minors. Our commitment is to create an environment for Minors that is safe, nurturing, empowering, and promotes growth and success for Minors participating in our programs. Any type of abuse will not be tolerated and will result in immediate dismissal from the program and/or UA. UA will fully cooperate with authorities if allegations of abuse are made and investigated.

To accomplish this mission, employees, volunteers, and other adults interacting with Minors while participating or working in UA Sponsored programs, activities, and camps:

1. Shall treat Minors with respect at all times.
2. Shall treat Minors fairly regardless of race, color, religion, national origin, age, sex, sexual orientation, gender identity, physical or mental disability, genetic information or pregnancy or parenthood status.
3. Shall adhere to uniform standards of affection as outlined in any applicable university or program specific procedures, and shall not engage in private displays of affection.
4. Shall not use or be under the influence of alcohol or drugs in the presence of Minors or during activities or events involving Minors.
5. Shall not discuss sexual encounters with or around Minors.
6. Shall not date or become romantically involved with Minors in the program.
7. Shall not make pornography in any form available to Minors or assist them in any way in gaining access to pornography.
8. Shall not have secrets with Minors or ask Minors to keep secrets.
9. Shall not swear or tell sexual, discriminatory, degrading or otherwise offensive jokes.
10. Shall not stare at or comment on the Minors' bodies.
11. Shall not engage in inappropriate electronic communication, such as "friending" or "following" Minors, or allowing Minors to "friend" or "follow" them, as may be further defined by specific program policies.
12. Shall avoid outside-of-program contact or interaction with Minors, which may be further defined by specific program procedures.
13. Shall not be naked, shower, bathe, "skinny-dip" or undress with or in the presence of Minors.
14. Shall not take any photographs or videos of Minors or post photographs or videos on a digital, electronic, hosted media, web-based service or any other medium without first obtaining a release from the Minor's parent or legal guardian.
15. Shall not abuse Minors in anyway including the following:
  - **Physical Abuse:** means hitting or kicking, spanking or other corporal punishment, shaking, slapping, twisting or bending appendages beyond normal range of motion, pinching, scratching, hair pulling, unnecessary restraints, forcible contact with injuries objects or substances;



- **Verbal abuse:** degrade, threaten, cursing
- **Sexual abuse:** inappropriate touch, exposing oneself, sexually oriented conversations
- **Mental abuse:** shaming, humiliation, cruelty
- **Neglect:** unreasonably withholding food, water, adequate clothing for conditions, or shelter

16. Shall not allow Minors to engage in hazing, bullying, derogatory name-calling, games of "Truth or Dare," ridicule, or humiliation.

17. Shall report concerns or complaints about other adults or Minors in accordance with all reporting policies.

I have read and agree to abide by the Code of Behavior requirements listed above. The Code of Behavior shall be signed annually for any work involving Minors and again if working for another department, camp, or program at UA.

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

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