

Updated: March 1, 2018
Form #105

INSTRUCTIONS FACILITIES USE AGREEMENT FORM

1. Obtain approval from Planning, Design & Construction-Real Estate (PDC-RE) for the rental amount to charge (per use/per month/annually). PDC-RE 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 PDC-RE for processing. **The User must include the required insurance certificate of coverage** with the agreement when sending to PDC-RE for signature.

Planning, Design & Construction
Attn: Real Estate
220 W. Sixth Street
PO Box 210300
Tucson, AZ 85721

**UNIVERSITY OF ARIZONA
FACILITIES USE AGREEMENT**

This Facilities Use Agreement (“Agreement”) is made this ____ day of _____, 2018 by and between the Arizona Board of Regents, a body corporate, for and on behalf of the University of Arizona, ("University") and _____, ("User"), collectively 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.

NOW THEREFORE it is agreed between the Parties 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
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 of \$_____/sq.ft. at the total sum of \$_____
 [per use/per month/annually] plus the cost of special services. It is understood that the cost of special services performed by University for the User will payable upon presentation of an invoice following the Term. A deposit of \$_____ is required for special services. The sum of \$_____ is to be paid by User to University upon the signing of this Agreement. Payments are made payable to the University of Arizona and sent to the following address:
-

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

Service provided

Charge

5. The User agrees to exercise due care in the Permitted Use of the Premises and at the end of the Term, return the Premises in as good condition as when received, and to be responsible to 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. 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.
7. 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:

8. 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.

9. 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.

INSURANCE REQUIREMENTS:

10. 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.

MISCELLANEOUS:

11. 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**.
12. The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
13. This Agreement is subject to the provisions of A.R.S. 38-511 and may be cancelled pursuant to that statute for conflict of interest.
14. The Parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.
15. 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.

16. The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the University's attention.

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

Planning, Design & Construction-Real Estate
220 W. Sixth Street
PO Box 210300
Tucson, AZ 85721

By: _____
Bruce M. Vaughan
Director, Real Estate

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, Planning, Design & Construction-Real Estate

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: _____
Signature

By: _____
Name

Date: _____