

**FACILITIES USE AGREEMENT
ARIZONA STATE UNIVERSITY**

This Facilities Use Agreement is entered into as of _____, 20__ (the “Effective Date”), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (“University”) and _____ (“Licensee”) for the use by Licensee of certain space or facilities owned by University.

1. Space. Subject to the terms of this Agreement, University agrees that Licensee may use the following Space or Space and equipment at the University: _____
_____.

2. Use. Licensee may use the Space for the following, and for no other purpose: _____
_____.

Licensee may use the Space on the following dates and during the following hours: _____
_____.

- a) When using the Space, Licensee agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the University pertaining to the use and occupancy of the Space.
- b) Licensee agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to Licensee’s use.
- c) Licensee agrees not to use or allow the Space to be used for any unlawful purpose. Licensee agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by the University.
- d) Licensee agrees that it shall not make any statement, written, oral, or otherwise, including any promotional materials related to the use of the Space that could cause confusion as to the entity sponsoring the event occurring within the Space. **Licensee agrees to put affirmatively in all its promotional materials that the event occurring within the Space is not offered, presented, sponsored, or endorsed, by Arizona State University and is not in any way associated with Arizona State University, unless otherwise specifically agreed to in writing by University.**

3. Term. The term of this Agreement will begin on the Effective Date and end on _____, 20__, at which time Licensee’s right to use the Space under this Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.

4. Fee. Licensee agrees to pay University a use fee of \$_____ per _____ (e.g. month, year, week) whether or not Licensee actually uses the space. The first installment shall be payable in advance on or before the Effective Date. All subsequent payments shall be

payable in advance on or before _____ (e.g. first of the month). Licensee also shall pay when due all taxes, or payments in lieu of taxes, if any, paid by the University by reason of this Agreement or Licensee's use of the space (other than University's income taxes). All payments must be made to Arizona State University and sent to the address indicated in this Agreement.

5. Insurance. Licensee, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and property damage occurring in connection with Licensee's use of the Space. This insurance must name the Arizona Board of Regents, Arizona State University, and the State of Arizona as additional insureds. Licensee must provide University with a certificate evidencing this insurance coverage no later than ten days prior to Licensee's use of the Space.

6. Liability. Licensee agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to University, Licensee agrees to assume all risk of damage to and loss or theft of Licensee's property while at University, damage to the Space, and injury or death to persons related to Licensee's use or occupancy of the Space in, upon, or about the Space from any cause, and Licensee waives all claims against University. Licensee further agrees to indemnify and hold harmless Arizona State University, the Arizona Board of Regents, the State of Arizona and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) Licensee's use or occupancy of the Space, or any activity or thing done, performed or suffered by Licensee, its agents, its employees, licensees, invitees or persons attending or participating in Licensee's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of Licensee, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement. Licensee's indemnity obligations will not extend to any liability to the extent caused by the negligence of University or its agents or employees.

7. Environmental Regulations. Licensee will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by Licensee, Licensee's agents, employees, contractors, invitees, subtenants, concessionaires or licensees without first obtaining University's written consent, which University may give or withhold in its sole discretion, or revoke at any time. If University consents, all Hazardous Substances must be handled at Licensee's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If Licensee breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused or permitted by Licensee results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which Licensee is legally liable, then Licensee will indemnify and hold harmless Arizona State University, the Arizona Board of Regents, and the State of Arizona from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including, without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this

Agreement as a result of any breach or contamination. Without limitation, if Licensee causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, Licensee will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, Licensee shall first obtain University's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Arizona or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

8. Assignment and Subletting. Licensee does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of University, which consent may be granted or withheld in University's sole discretion.

9. Default. If Licensee fails to pay any fee or other sum required to be paid by Licensee 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 Licensee.

10. 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.

11. Relationship. Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of University. Licensee assumes full responsibility for the actions of Licensee's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

12. Authority. The individual signing below on behalf of Licensee hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms.

13. State of Arizona Provisions.

a) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

b) Conflict of Interest. This Agreement is subject to [Section 38-511 of the Arizona](#)

Revised Statutes. 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.

c) Notice of Arbitration Statutes. Notice is provided of Sections 12-133 and 12-1518 of the Arizona Revised Statutes.

d) 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 Licensee and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

e) 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 Section 12-781 of the Arizona Revised Statutes. Notification by Licensee to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Licensee ("Licensee Parties") of this policy is a condition and requirement of this Agreement. Licensee further agrees to enforce this contractual requirement against all Licensee Parties. ASU's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/dps/dps201-05.html>.

UNIVERSITY

LICENSEE

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

NOTE: Upon execution, a complete copy of this Facility Use Agreement must be sent to:

**ASU Financial Services
Debt Management Section
Mail Code: 5812**

Last revised: October 2007