



BOISE STATE UNIVERSITY

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is by and between Boise State University by and through its \_\_\_\_\_ (“University”) and \_\_\_\_\_ (“User”), collectively referred to as the “Parties.”

The Parties agree as follows:

**EVENT INFORMATION:**

Event Name and Description: \_\_\_\_\_

Event Purpose/Goal: \_\_\_\_\_

Organization or Boise State Affiliation: \_\_\_\_\_

Proposed Event Date(s) and Time(s): \_\_\_\_\_

Projected Attendance: \_\_\_\_\_

Audience: \_\_\_\_\_

Facility Space Requested: \_\_\_\_\_

Facility Use Fee Estimate: \$\_\_\_\_\_

*Applies to the use of the space only. Actual costs are determined at the time of the signing of the Facility Use Agreement, and may include other services as determined by University Representative and User.*

**Event-related services may be available to support your event on a first-come, first-served basis. Additional fees will be incurred based on level of service, and are not included in the above Facility Use Fee Estimate. These services will be assessed and charged upon agreement between User and University Representative during the coordination phase.**

University Contact:

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

Department: \_\_\_\_\_

Email: \_\_\_\_\_

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

User Contact:

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

Dept./Org.: \_\_\_\_\_

Email: \_\_\_\_\_

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

University’s Initials: \_\_\_\_\_

User’s Initials: \_\_\_\_\_

**Special Provisions** (such as Facility Addendum and/or supplemental guidelines, required safety training, Standard Operating Procedures, PPE, etc.) as required by University: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

University requires external users (e.g., community or private sector) to pay a 50% deposit of total estimated fees upon signing of the Facilities Use Agreement, which is subject to surrender upon cancellation. Cancellations must be made within the operations policy for space where said event is to be held. Please inquire about departmental cancellation policies.

User has reviewed and agrees to be bound by the Boise State University Facility Use Terms and Conditions which are hereby incorporated by reference. Additionally, User has reviewed and agrees to be bound by any additional supplemental information provided by the specific venue regarding their guidelines, as applicable.

AGREED, by a duly authorized representative of the Parties, as of the date written above:

Boise State University,  
1910 University Drive  
Boise, Idaho 83725

User: \_\_\_\_\_

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

FEIN or Tax Id Number: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

University's Initials: \_\_\_\_\_

User's Initials: \_\_\_\_\_

## Boise State University Facility Use Terms and Conditions

- Permitted Use.** University permits User to utilize its facilities / equipment / services only on the dates and times, for the activity and purpose, and for the usage fee and other payments, as stated in the attached and incorporated Agreement, and subject to the conditions below.
- University Control.** Facilities are, at all times, under control of University and all University personnel shall have the right to enter the facilities on official University matters when deemed necessary.
- Deposit and Payment.** User may be required to pay a deposit of up to 50% of estimated charges in order to reserve the facility. User will thereafter be billed for all services requested by User or required by University and for all costs incurred by University as a result of User activity. This includes, but is not limited to, custodial costs and post-event clean up in Facilities, equipment rental, repair or replacement costs or additional technical labor and supervisory costs. For University Users, payment shall be automatically administered one week after billing using the interdepartmental charges process. For non-University Users, payment shall be made within thirty (30) days of billing, and a one percent (1%) monthly late fee will be added to the total amount due until paid in full. Further, if any required deposit is not paid when due or if User violates any of the terms of the Agreement, University may terminate the Agreement, require User to vacate the Facility, and University may retain all sums received prior to the termination.
- Facility Condition.** User agrees that it accepts the facilities in the present condition and shall not alter or change the facilities without written approval of University. At the termination of the use, the premises shall be returned to University in the same condition as received by User. If a key to the facility is checked out to the User, the key must be returned at the end of the Term. University may charge for re-keying locks if keys checked out to User are not returned at the conclusion of the Term.
- Compliance.** User represents all Activities are lawful and comply with City of Boise, State of Idaho and Federal laws, rules, and regulations. User must comply with all rules and instructions set out by University for the use of its Facilities and equipment. User must also comply with all applicable governmental rules, laws, ordinances and regulations, including but not limited to those concerning health, safety, and public order.
- University Policy.** User understands that all University Policies applicable to the use of University's campus and facilities are applicable to User and its participants, invitees and licensees. See <https://www.boisestate.edu/policy/>. Without limiting the foregoing, User acknowledges the following:
  - Smoking and use of tobacco products is prohibited on campus.
  - Firearms and other weapons are generally prohibited in University Facilities, subject to few exceptions.
  - The possession, manufacturing, distribution, use or sale of drugs or drug paraphernalia is prohibited on University grounds and buildings.
  - Idaho state law prohibits the use and distribution of alcohol to any person under the age of 21.
  - Discrimination and harassment are prohibited.
  - Tampering, damaging, or inhibiting the use of fire/safety equipment is prohibited. All persons MUST leave the facility immediately when a fire alarm sounds.
- Sponsorship.** Users shall not use University's name or logos to suggest co-sponsorship or endorsement of any activities without prior written approval by University.
- Commercial Activities.** The University has exclusive rights for commercial and retail operations on campus, including advertising, marketing and sales. Any commercial activity requires prior written approval from the Director of the BroncoShop. Written requests should be submitted in advance, no later than sixty (60) days prior to the date of the event.
- Catering and Dining.** The University has contracted dining service operations which provide board dining, retail food sales, catering, concessions, and vending. The University has the right of first refusal for all campus catering. In the instance that the University is unable to fulfill obligations, a University identified preferred caterer may be used when requested in advance. Food and beverage for individual consumption is permitted. Other exceptions must be requested in advance. Please review the Catering Guidelines at <https://www.boisestate.edu/eventservices/catering-guidelines/> and contact Boise State Dining to coordinate or request additional food and beverage services, to include alcohol permitting.
- Abandoned Property.** University may dispose of any materials or products belonging to User left in University facilities at the conclusion of the Term and University reserves the right to charge User accordingly for such disposal.
- Minors on Campus.** University does not assume Custody and Control of minors and does not provide supervision services. User must assume all supervision and responsibility for its participants, invitees, or licensees, including minors on campus, for purposes of the Activity. Any use of University's campus where the responsibility for Custody and Control of the Minor participant(s) is assumed by User requires User's compliance with

University's Initials: \_\_\_\_\_

User's Initials: \_\_\_\_\_

University's Protection of Minors Policy (Policy 12060) (<https://www.boisestate.edu/policy/campus-security-and-safety/protection-of-minors/> ). For purposes of the policy and this Agreement, "minor" is defined as "any person under the age of eighteen (18)" and the terms "Custody and Control" means that User retains custody and control of all minors by "accepting supervision over and responsibility for Minors in the absence of their parent(s) or other legal guardian(s)." At least 14 days prior to the Event, User shall register the Event with the Office of Institutional Compliance and Ethics at <https://www.boisestate.edu/compliance/non-university-program-activity-registration-form/>.

12. **Security.** The University is authorized to determine if security officers and/or law enforcement officers are required to be present at your event. In making this determination, the University, in consultation with Campus Security and Police Services, shall consider the specific event location, the date, the time of day, the duration of the event, anticipated attendance, whether admission will be restricted, and whether alcohol will be served. The University' determination shall be in writing and can be appealed. You may also request the presence of security and/or law enforcement officers at your event. Such arrangements for security and/or law enforcement officers will be made by the University, in consultation with Campus Security and Police Services. Those arrangements may include allowing your party to provide its own security, but in such cases, security must be POST certified law enforcement or licensed private patrol or security service (e.g. K-12 School Resource Officer, private security detail). If the University has to hire additional officers, the cost will be passed on to the User as part of event related charges. Security costs charged by the University are costs actually incurred; they are not based on the viewpoint or content of expression of the reserving party. All security costs and charges are itemized, explained, and can be appealed. When necessary, the University may take crowd control measures at its cost to maintain campus safety and to ensure the safe and normal use of campus by others. If officers are required to respond because a University policy or a law is violated, the violating party will be charged for any extraordinary costs actually incurred by the University.
13. **Force Majeure.** If, due to causes beyond the reasonable control of the University, the facility is unavailable or unusable, the University may elect to terminate this Agreement. User's deposit shall be returned to User and University will have no further obligations.
14. **Liability Release and Indemnification.** User shall be solely liable for the content and conduct of its activities, and the activities of any of its participants, invitees, and

licensees on the University campus during the Term. User assumes all risks associated with its use of the facility. User knowingly and voluntarily waives and releases the University, the Idaho State Board of Education, the State of Idaho, and each of their respective officers, agents, employees, and representatives (each a "University Party") from all past, present, and future claims of any type for any harm or loss, including but not limited to, economic loss, personal injury, disease, death, or property damage arising out of or related to this Agreement, User's Activity, and User's use of the facility, including the actions or inaction of its participants, invitees, or licensees. To the extent permitted by law, User agrees to indemnify, hold harmless, and forever covenant not to sue any University Party for any claims, liabilities, or expenses, including without limitation damages, personal injury, death, medical expenses, disability, lost wages, loss of capacity, property damage, court costs, attorneys' fees, or any other loss of any kind. User acknowledges and agrees that this assumption of risk, waiver and release, indemnification, and hold harmless shall be binding on User and its agents, representatives, heirs and assigns. Furthermore, University shall not be liable for any incidental, indirect, special or consequential damages of any nature whatsoever, including without limitation, lost profits or revenue. Idaho Law, including the Idaho Tort Claims Act, I.C. Sections 6-901 *et seq.*, shall govern the liability of the University.

15. **Insurance.** University requires proof of insurance from companies, organizations, or other groups for use of campus facilities for events and activities. University also requires proof of insurance from contractors, vendors, or performers providing products or services at the University. User shall maintain insurance of the types and in the amounts described below and forward a copy of Certificate of Insurance to University Risk Management. 1910 University Dr. Boise, ID 83725-1245. Such documents are often found in User's Office of Legal Counsel and/or Office of Risk Management.
  - Commercial General and Umbrella Liability Insurance. User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho. State of Idaho and Boise State University shall be named as Additional Insureds.
  - Commercial Auto Insurance. User shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000;

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- Business Personal Property and/or Personal Property. User shall purchase insurance to cover User's personal property. In no event shall University be liable for any damage to or loss of personal property sustained by User.
  - Workers' Compensation. Where required by law, User shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
16. **University User Assumption of the Risk.** In the event User is any unit or department of the University, the foregoing provisions regarding "Liability Release and Indemnification" and "Insurance" shall not be applicable, and shall be replaced with the following: User assumes all risk associated with User's activity as well as with User's use of a facility by User or its participants, invitees, or licensees.
  17. **Certifications.** User certifies that: (i) pursuant to Idaho Code Section 67-2359, User is not owned or operated by the People's Republic of China, and (ii) User is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act, as those terms are used in Idaho Code Section 18-8703.
  18. **Governing Law.** This Agreement is governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Idaho. If any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms will remain in force.
  19. **Non-Assignability.** User may not assign or in any way transfer its rights under this Agreement to any other parties.
  20. **Relationship of the Parties.** Nothing in this Agreement implies a partnership, joint venture, or other association between University and User.
  21. **No Waiver.** University's failure to exercise any rights under this Agreement shall not constitute a waiver thereof. Further, nothing in this Agreement constitutes a waiver by University of any privilege, protection or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law.
  22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. It supersedes all prior understandings, agreements, or arrangements which may be either oral or written, between the parties with respect to the subject matter. All changes must be made in writing and signed by the authorized representatives of both Parties.

University's Initials: \_\_\_\_\_  
 User's Initials: \_\_\_\_\_