Facilities Use Agreement

Contract Number: Con_FY2016-002
Contract Date: 1/12/2016
Org/Dept:
Contact Name:
Event Name:
Event Dates: To: Event #

NOTE: Rental fees only cover the cost of renting the space(s) and a brief, in-person overview of how the room technology works. Event organizers will be responsible for arranging all other logistics, including configuring the space as needed and providing additional tables and/or chairs, food, beverage, signage, promotion, etc.

NOTE: Costs as noted below are per day. Reservations are NOT confirmed until receipt of a non-refundable $50 deposit per space, which will be applied to the total facility rental fee(s).

1. SPACE
A. Indoor Space Available
   • IE maintains public meeting space on the first and second floors. Cost as noted below is per day.
   • IE maintains private meeting space on the fourth, fifth and sixth floors. Exceptions may be made on occasion for high-profile groups to reserve meeting space on upper floors, contingent on written approval from the IE co-directors.

<table>
<thead>
<tr>
<th>Floor</th>
<th>Room Name</th>
<th>Room #</th>
<th>Sq Feet</th>
<th>Chairs</th>
<th>Max Occ</th>
<th>Hours Avail</th>
<th>UA Groups</th>
<th>Non-UA Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conference Room A*</td>
<td>S120A</td>
<td>444</td>
<td>12</td>
<td>21</td>
<td>M-F 7:30a-6p</td>
<td>$50*</td>
<td>$75</td>
</tr>
<tr>
<td>1</td>
<td>Conference Room B*</td>
<td>S1209</td>
<td>460</td>
<td>12</td>
<td>24</td>
<td>M-F 7:30a-6p</td>
<td>$50*</td>
<td>$75</td>
</tr>
<tr>
<td>1</td>
<td>Haury Lecture Hall</td>
<td>S107</td>
<td>3,939</td>
<td>120</td>
<td>142</td>
<td>M-Su 7:30a-6p</td>
<td>$150</td>
<td>$300</td>
</tr>
<tr>
<td>2</td>
<td>Medium Seminar A</td>
<td>S210</td>
<td>1,466</td>
<td>40</td>
<td>70</td>
<td>M-F 7:30a-6p</td>
<td>$75</td>
<td>$150</td>
</tr>
<tr>
<td>2</td>
<td>Medium Seminar B</td>
<td>S215</td>
<td>1,315</td>
<td>38</td>
<td>68</td>
<td>M-F 7:30a-6p</td>
<td>$75</td>
<td>$150</td>
</tr>
<tr>
<td>2</td>
<td>Medium Seminar C</td>
<td>S225</td>
<td>1,327</td>
<td>38</td>
<td>68</td>
<td>M-F 7:30a-6p</td>
<td>$75</td>
<td>$150</td>
</tr>
</tbody>
</table>

*Free for UA student groups and UA meetings under 2 hours.
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B. Outdoor Space Available

- Outdoor space is available on a limited basis only. Cost as noted below is per day.

<table>
<thead>
<tr>
<th>Floor</th>
<th>Room Name</th>
<th>Room #</th>
<th>Sq Feet</th>
<th>Chairs</th>
<th>Max Occ</th>
<th>Hours Avail</th>
<th>UA Groups</th>
<th>Non-UA Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Courtyard</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td>M-Su 7:30a-8p</td>
<td>$100</td>
<td>$200</td>
</tr>
<tr>
<td>2</td>
<td>Café</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td>M-F 5-8p Sa-Su 7:30a-8p</td>
<td>$100</td>
<td>$200</td>
</tr>
<tr>
<td>6</td>
<td>Roof**</td>
<td>n/a</td>
<td>n/a</td>
<td>10</td>
<td></td>
<td>M-F 7:30-6p</td>
<td>$150</td>
<td>$300</td>
</tr>
</tbody>
</table>

**Contingent on proof of UAPD security arrangements for the duration of the event if outside normal business hours; see Section 2.D.a.

2. USE OF FACILITIES

A. Damages: User agrees to exercise due care in the use of the Facilities, and at the end of the event to return the Facilities and University property in as good a condition as when received. User agrees to indemnify and hold University harmless against any damages to the Facilities and/or the equipment and furnishings contained therein, by reason of the User’s use and occupancy thereof. Any personal property brought into the Premises by User is to be removed immediately after the event unless prior arrangements have been made with IE staff. The University is not responsible for personal items, either lost or left in the Facility. User is responsible for all damages cause by User or Users’ participants during its use of the Facilities. The University will provide an opportunity for the User to confirm any claimed damages to the Facilities or University property. It is the User’s responsibility to collect all charges from the participant(s) responsible for the damage. No decorations or other materials shall be attached to any part of the building so as to cause damage to the building or its fixtures. User will be charged a $100 fee if excess garbage is left in the event space.

B. Reservations: Reservations may not be made more than 9 months in advance of the desired event date. With the exception of the Haury Lecture Hall (Room S107), indoor space is NOT available for reservations past 6pm Monday-Friday, or on weekends. IE reserves the right to authorize, refuse and/or cancel the use of the Facility; IE will try to avoid this, however, if needed, IE will provide up to a one-week notice for outside groups and two weeks’ notice for building occupants. If possible, IE will provide alternative space within ENR2. If a reservation is canceled or changed to a different space, the User must put up signage directing attendees to the new location. Events must not interfere with the general public’s ability to access ENR2 during business hours (7:30am to 8pm Mondays through Thursdays, and 7:30am to 5:30pm on Fridays).

C. Priority: IE’s meeting spaces on the first two floors of ENR2 are open to all. IE has first priority, followed, in order, by 1) building occupants (School of Natural Resources and the Environment, School of Geography and Development, and Department of Mathematics), 2) occupant-associated groups/organizations, 3) non-occupant-associated UA groups/organizations, and 4) other community groups. If the event is sponsored by a building occupant, IE will consider waiving or reducing the space charges, but standard security and custodial charges will be charged, if applicable.

D. Deposit: Space reservations are not confirmed until a non-refundable deposit of $50 per reserved space is received. The deposit fee(s) will be applied toward the total cost of the facility rental fee(s).

E. Invoice: An invoice will be issued the day after the event. The invoice will include the facility rental fee(s) minus the deposit fee(s), along with any additional charges or fees incurred during the event, and must be paid within 30 days of the event. If not paid on time, late fees of $25 for each day past due will be added to the invoice.

F. Food and Beverages: Food and beverages are allowed in ENR2 meeting spaces. Cold food and drinks are allowed outside. Users are encouraged to placed heated food indoors, due to wind currents in the canyon.
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G. Catering:
For University groups, by University policy, Arizona Catering Company must provide all catering services valued at more than $750. If the catering costs are less than $750, the User has a choice of Arizona Catering Company or a caterer from the UA-approved Catering List at http://www.pacs.arizona.edu/approved_caterers. It is the User’s responsibility to comply with all UA policies.
For non-University groups, ALL catering must be done by Arizona Catering Company (UA Student Union). www.union.arizona.edu/catering

H. Alcohol:
For University groups, the UA Alcohol Permit Application must be submitted for all events where alcoholic beverages will be served on University of Arizona property. To obtain an application form, please refer to http://www.union.arizona.edu/alcohol. If approved, alcohol must be served by an approved licensed bartending service. Application form must be submitted at least two weeks prior to event date. It is the User's responsibility to comply with all UA policies.
For non-University groups, due to campus restrictions, alcohol will not be permitted for non-UA reservations.

I. Set-up and Cleanup: Users may rearrange furniture as needed, including moving tables outside for food/beverage service. Users must return all furniture to the way in which it was found, immediately after the event. Additional cleanup fees will be charged if the User does not put the room back to original configuration, and/or does not clean and remove all food and related items immediately after the event. Dumpsters are located in the loading dock. Access to the loading dock is through the door immediately north of the elevators.

J. Technology and A/V Equipment: Limited technology is available in each room; technology may vary. Each room is equipped with either a projector and screen, or a large TV monitor.
   a. IE will provide:
      i. HDMI and VGA cords for projector and/or screen connection
      ii. A brief, scheduled, pre-event site visit to review technology available in the room (if needed)
      iii. Internet connection via UAWiFi and/or UAPublic
   b. IE will NOT provide:
      i. Computer or laptop
      ii. Laser pointer
      iii. Clicker
      iv. Adapters for connection to HDMI or VGA cords
      v. On-site tech or A/V support during the event
   c. User MUST provide (if necessary):
      i. Laptop, laser pointer, clicker and/or necessary adapters for connection to HDMI or VGA cords

K. Tobacco: The University of Arizona prohibits the use of products that contain tobacco or nicotine on its campuses and in its vehicles. More information on the Smoking and Tobacco Policy can be found at http://policy.arizona.edu/content/smoking-and-tobacco-policy.

L. Children: Children at the event must be accompanied and supervised by an adult at all times. More information on the Interactions with Non-Enrolled Minors can be found at http://policy.arizona.edu/ethics-and-conduct/interactions-non-enrolled-minors.

M. Pets: No pets of any kind may be brought into or kept in a University facility, with the exception of certified service animals.

N. Weapons: The possession, use and sale of weapons are strictly prohibited on University property. Weapons include, but are not limited to, knives, blades, clubs, firearms, and fireworks. More information can be found at http://uapd.arizona.edu/weapons-campus.

O. Fire Code: User agrees to comply with all applicable State and University Fire Code requirements, including but not limited to the orderly evacuation of the Facilities, buildings and other occupied areas should a fire alarm sound.
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P. Policy: User agrees to comply with all applicable Institute of the Environment, University of Arizona, and Arizona Board of Regents policies and local, state and federal laws, and to obtain any required permits for the event. This includes but is not limited to all policies listed at http://policy.arizona.edu/.

Q. Security: At the discretion of the Institute of the Environment, events may require security, at the sole cost and expense of the User. Event security must be provided by UAPD or a UA-approved vendor, and must be present for the duration of the event.
   a. UAPD security is required for any roof event occurring outside of normal business hours.

R. Contract Breach: In addition to all other remedies at law in equity, if the User breaches any provision of this contract, the User is required to pay a $200 fee and will not be able to rent the facility in the future.

3. PARKING
User is responsible for contacting and making parking arrangements with University Parking and Transportation Services. For event parking information, please refer to http://parking.arizona.edu/ or contact Special Event Parking at 520-621-3710. The closest parking garages to ENR2 are the Sixth Street and Tyndall garages.

Sections 4 and 5 are not applicable to UA departments or to other Arizona state agencies.

4. INDEMNITY
User shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents, the University of Arizona and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of User or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such service provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by User from and against any and all claims. It is agreed that User will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The User agrees to waive all rights of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona and its officers, officials, agents and employees for losses arising from this agreement with the University of Arizona. This requirement may be waived for University of Arizona Departments and Arizona State agencies on a case-by-case basis.

5. INSURANCE REQUIREMENTS
User shall provide and maintain insurance coverage applicable to the Event as follows:
   • Commercial general liability in the amount of: $2,000,000 (each occurrence);
   • Comprehensive automobile liability in the amount of $1,000,000; and
   • Workers’ Compensation as required by statute.

The insurance policies required above for general and auto liability shall be endorsed as follows: The State of Arizona, Arizona Board of Regents, the University of Arizona, and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of User. Upon signing this Agreement, and prior to use of UA facilities, User will furnish to UA Certificates of Insurance indicating coverage is in effect. Certificate must indicate that coverage provided is primary and that additional insured endorsements have been done. Alternatively, copies of applicable endorsements may be submitted with the Certificate of Insurance. These insurance requirements may be modified or waived only with the written approval of the University of Arizona Department Risk Management Services. The certificate of Insurance must be submitted with this agreement in order for the agreement to be approved and signed. This requirement may be waived for University of Arizona Departments and Arizona State agencies on a case-by-case basis.
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Should User need to obtain insurance coverage for a one-time event, coverage can be purchased from the website TULIP (Tenant’s and Users’ Liability Insurance Policy) at https://tulip.ajgrms.com/. Follow the steps under the “Quick Quote Tap” which includes providing information about the event, the type of event and anticipated attendance.

Below are other options for Special Event Insurance.

- The Event Helper - https://www.theeventhelper.com/

6. ARIZONA STATE AGENCY PROVISIONS
A. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

B. This agreement is subject to provisions of A.R.S. 38-511 and may be cancelled pursuant to that statute for conflict of interest.

C. 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.

D. The User agrees to reimburse Institute of the Environment for any necessary expenses, attorney’s fee, or costs incurred in the enforcement of any part of this agreement.

E. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University may be dependent upon the appropriation of funds by the State Legislature of Arizona. 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.

F. This agreement is made under and shall be interpreted according to Arizona Law and the parties consents to the jurisdiction and venue of Superior Court of the State of Arizona, Pima County.

Please indicate by signature, your acceptance of this agreement.

“User”

“The Arizona Board of Regents for and on behalf of the University of Arizona”

_________________________________________  ___________________________
Signature                                      Date

_________________________________________  ___________________________
Director, Real Estate Administration          Date