

**AGREEMENT FOR FACILITY USE**

DEFINITIONS: As used herein, "USER" means the organization making the request.

Premises shall be returned to the University upon expiration of the terms in good repair, order, and clean condition, reasonable wear and tear expected. No alterations may be made without the expressed written approval of the University.

The USER shall indemnify, defend and hold harmless the University of Hawaii and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the use of the facilities above assigned; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of University of Hawaii and campus rules and policies or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Further, the USER shall reimburse the University of Hawaii and the State of Hawaii, and their officers, employees, agent, or any person acting on their behalf for all attorney's fees, costs, and expenses in connection with the defense of any such claims.

The USER shall obtain and maintain throughout the period of use under this agreement liability insurance in an amount of at least one million dollars (\$1,000,000) for bodily injury liability arising out of each occurrence and in an amount of at least one million dollars (\$1,000,000) for property damage liability arising out of each occurrence. The University of Hawaii and the State of Hawaii and their officers, employees, and agents shall be listed as insured under the policy. Prior to the date of use, the USER shall provide to the University a certificate of insurance verifying the existence of the necessary liability coverage, including the coverage of the University of Hawaii and the State of Hawaii, and their officers, employees, and agents. *\*\*insurance requirements do not apply to University Affiliated Organizations and other State of Hawaii Agencies.*

Non-University affiliated organizations who use University facilities must clearly indicate in all promotional material that the program or activity is neither sponsored nor endorsed by the University of Hawaii.

The USER shall assume full responsibility for the following:

- 1) Any special preparation of the facilities;
- 2) Restoring furniture and equipment as originally arranged;
- 3) Cleaning up all areas used and disposing trash in outside dumpsters;
- 4) Preventing the use of intoxicants on the premises;
- 5) Observing the "No Smoking" policy. The UH Executive Policy on Tobacco products can be accessed at: [www.hawaii.edu/smokingpolicy/tobaccopolicy.html](http://www.hawaii.edu/smokingpolicy/tobaccopolicy.html);
- 6) Preventing games of chance on the premises;
- 7) Maintaining law and order;
- 8) Turning off equipment and lights in rooms, hallways, and restrooms before leaving;
- 9) Insuring that attendees observe all campus parking regulations;
- 10) Reimburse the University for damages (beyond normal wear and tear) to the facilities resulting from their use;
- 11) Compensate the University according to the terms provided in the agreement for use of University owned facilities prior to the event.
- 12) Providing the name and contact information for the responsible person(s) *(if not the same as the requestor) on the day(s) of the event.*

Name: \_\_\_\_\_ Phone (cell phone): \_\_\_\_\_

REMINDER: University policy is that no smoking is allowed in its facilities, nor is it permissible to bring food or drink into any of the classrooms unless specifically approved by the University.

I have read, understand, and agree to the above conditions.

\_\_\_\_\_  
Signature of Person Assuming Responsibility

\_\_\_\_\_  
Authorized Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Assuming Responsibility