

Facilities Use Agreement

Requesting Group or Organization (User)	User's Mailing Address	Today's Date
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Check the box that applies to the User (Check only one)

UH/KCC User
 Federal Agency
 State Agency
 County Agency
 Non-Profit
 Community Group
 Business

User's Contact Person	User's Contact Number	A Campus Sponsor is a College employee who agrees to supervise the Authorized Activity in accordance with the rules and requirements contained herein, and assist the user in case of an emergency. A Campus Sponsor is required for the use of the Fine Arts Auditorium, as well as any facilities use that occurs outside regular business hours, which are 7:45 a.m. to 4:30 p.m. Monday through Friday excluding holidays.
Campus Sponsor (If applicable)	Sponsor's Mobile Number	

Facilities/Use Area	Bldg. Approval*	Use Dates	Use Times	Authorized Activity (Purpose or description of use)	# of Attendees

* The Campus Sponsor must obtain the approval of the respective building coordinator, represented by their signature, for the use of any laboratories or workshops and also any room within the following buildings: OCET, Campus Center, Fine Arts Auditorium, and DK1 Technology Center. All arrangements to use the Performing Arts Center must be made directly through the Theater Manager.

Check this box to publicize the Authorized Activity on the KCC Events Calendar

Special Requests

All facilities reserved through this Agreement will be **provided as is**. Any special requests must be made separately between the User and their Campus Sponsor.

Facilities Use Fees

Use within regular business hours (M-F 7:45 a.m. to 4:30 p.m.)

of Rooms X # of hours x \$30 =

Building/Room Access

Users must call Campus Security to gain access to locked buildings/rooms reserved through this Agreement, unless the user has made other arrangements with their Campus Sponsor.

Campus Security: Main Number (808) 245-8399 or Alternate Number (808) 278-3107

Use outside regular business hours (Including holidays)

of Rooms X # of hours x \$30 =

chiller plant hours x \$100 =

Call (808) 245-8364 for the number of chiller plant hours

Use of Fine Arts Auditorium

of hours x \$50 =

Selling and Soliciting (You must check one)

Will the Authorized Activity involve selling, soliciting or the collection of money? Yes No
If yes, then the proceed therefrom must be used exclusively to defray the expenses of conducting that activity.

Describe the activities that involve selling, soliciting or the collection of money:

Use of parking lots, fields, and other specialized areas

of hours X negotiated rate =

Grand Total

Please Make checks payable to:
University of Hawai'i

Payment is due in advance no earlier than 5 days.
A \$25 returned check fee will be charged.

Insurance Requirement (You must check one)

The User meets the insurance requirements stipulated in Exhibit A, and attached is the required certificate of insurance.
 The College is sponsoring the User's event and the User is exempted from the insurance requirements stipulated in Exhibit A.

I have read, understand, and agree to the terms and conditions set forth herein (incl. Page 2 and Exhibit A).

Authorized Signature of User	Date	Name (Print)	Position/Title
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I agree to supervise the User's use of the facilities in accordance with the terms and conditions set forth herein.

Signature of Campus Sponsor (If applicable)	Date	Name (Print)	Position/Title
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Below is to be used only by the College:

<input type="checkbox"/> Approved	Signature of Chancellor or Vice Chancellor for Administrative Services	Date
<input type="checkbox"/> Disapproved	Reason	

KAUA'I COMMUNITY COLLEGE
OPERATIONS AND MAINTENANCE DEPARTMENT
USER RESPONSIBILITIES

DEFINITIONS: As used hereafter, "USER" means the group or organization using the facilities, "UH" means the University of Hawai'i (including Kaua'i Community College), and "AGREEMENT" means the Facilities Use Agreement set forth herein.

USER RESPONSIBILITIES

1. The USER shall issue a check payable to the University of Hawai'i for the grand total facilities use fees specified on Page 1 of the Agreement and deliver in advance of but not earlier than FIVE (5) days to the address below:

Kaua'i Community College
Attn: Business Office
3-1901 Kaumuali'i Highway
Lihue, HI 96766

The USER shall pay an additional fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for returned checks.

2. The USER shall, upon the expiration of the Agreement, restore the facilities used to their original condition. No alterations to the premises may be made without the written consent of UH.
3. The USER shall provide reasonable accommodations for the Authorized Activity in accordance with the ADA, and state such on all promotional materials.
4. The USER shall not claim that the Authorized Activity is sponsored or endorsed by UH without the written consent of UH.
5. The USER shall ensure that the Authorized Activity abides by all laws and UH policies and procedures. UH expressly prohibits the following on its property:
 - a. Intentionally, recklessly or negligently causing harm to any person;
 - b. Use or possession of firearms and other dangerous weapons or devices;
 - c. Unauthorized use or possession of alcohol or unlawful drugs;
 - d. Unauthorized use of drones and other unmanned aerial vehicles;
 - e. Unauthorized use of, or entry into any UH facility;
 - f. Vandalizing or otherwise damaging UH property;
 - g. Smoking, including e-cigarettes, and all other forms of tobacco use;
 - h. Gambling or engaging in other games of chance;
 - i. Parking outside the designated parking lots;
 - j. Unauthorized eating or serving of food or beverages within buildings, classrooms, or meeting rooms;
 - k. Unauthorized disposal of trash or waste in dumpsters on campus;
 - l. Unauthorized posting of banners, posters or signs on the campus or within buildings.

EXHIBIT A
General Terms and Conditions

1. **Defined Terms.** All terms defined in the Agreement to which this Exhibit A is attached shall be applicable to the general terms and conditions contained in this Exhibit A.
2. **User Representation.** User hereby confirms that User has completed the Agreement and all information contained therein is true and correct, including that the Authorized Activity satisfies and will continue to satisfy all UH requirements during the term of this Agreement. If UH discovers, learns, or becomes aware that any such information is not true and correct, UH may: (a) immediately stop or suspend User's Authorized Activity, (b) delay or postpone the Start Date, (c) cancel the Use Times, (d) immediately terminate this Agreement, (e) hold User responsible for all applicable fees and charges, including, without limitation, any cancellation or termination charges, and (f) require User to meet all of User's obligations under this Agreement (such as User's obligation to indemnify, defend, and hold harmless UH, require or have User's insurance cover any claims, injuries, damages, and losses, and clean up and restore the Use Area), particularly with respect to events or incidents that arose prior to such termination.
3. **Binding Effect.** The term "UH" wherever used herein shall include the University of Hawai'i and its successors and assigns, and the term "User" wherever used herein shall include the User and their successors and permitted assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.
4. **Responsibility for Actions/Prohibited Behavior.** With respect to the Use Area, the Facility, and/or the UH Campus and User's conduct of the Authorized Activity, User shall not and shall ensure that the User Agents shall not engage in any of the following conduct and inform all Attendees (as defined herein) that the following conduct is prohibited:
 - a. **No unsafe behavior.** Behave in an unsafe, careless, or negligent manner while on or within the Use Area, the Facility, and/or the UH Campus.
 - b. **No overloads.** Overload or cause to be overloaded any wall, floor, ceiling, stage, bandstand, or electric wiring.
 - c. **No injury.** Cause any act to be done which will injure or harm any person or persons or which will in any manner mar, deface, damage, or injure the Use Area, the Facility, and/or the UH Campus.
 - d. **No alcohol or unlawful drugs.** Permit the use of alcohol or unlawful drugs. There shall be no alcoholic beverages or unlawful drugs of any kind in the possession of any User's Agents or User's participants or guests.
 - e. **No smoke or odors.** Produce any unusual, noxious or objectionable smoke, gases, vapors, or odors.
 - f. **No smoking.** Smoking of tobacco and any other products is prohibited on or within the UH Campus, including, without limitation, e-cigs and similar products.
 - g. **No dangerous devices.** Possess any unlawful or dangerous instrument, device or material.
 - h. **No sign posting.** Post signs on or within the Use Area, the Facility, and/or the UH Campus without prior written approval of UH.
 - i. **No unlawful use.** Make or cause any unlawful, unauthorized, or offensive use of the Use Area, the Facility, and/or the UH Campus.
 - j. **No solicitation.** Take up collections or make solicitations (or only to the extent permitted by the UH Campus under this Agreement) on, within, or involving the Use Area, the Facility, and/or the UH Campus during the term of the Agreement.
5. **Indemnify and Defend UH.** As a condition to the UH's grant of permission to User to use the Use Area to conduct the Authorized Activity herein, User shall, at all times, indemnify, defend with counsel reasonably acceptable to the UH, and hold harmless UH, UH's officers, employees, agents, representatives, and any person acting on behalf of UH (collectively the "UH Agents"), from and against any claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH), by whomsoever incurred, sustained, or asserted, including, without limitation, claims for property damage, personal injury, bodily injury, death, lost revenues and other economic loss, and/or environmental damage, directly or indirectly arising from or connected with any of the following:
 - a. **Exercise of rights.** The exercise of any rights or privileges under this Agreement by User or any of User's officers, employees, vendors, sellers, contractors, consultants, agents, representatives, and any person acting on behalf of User, including all members of the User's organization assisting with the planning, arrangements, and carrying out of the Authorized Activity and User's activities or use of the Use Area (collectively the "User Agents").
 - b. **Act or omission.** Any act or omission by User or any of the User Agents.
 - c. **Casualty.** Any accident, fire or other casualty on or near to the Use Area, the Facility, and/or the UH Campus, arising from events, occurrences, or incidents at, on, within, or attributable to the acts or omissions of User or the User Agents.
 - d. **Violation.** Any violation or alleged violation by User or any User Agents of any Applicable Laws (including, without limitation, Environmental Laws), arising from events, occurrences, or incidents at, on, within, or attributable to the Use Area, the Facility, and/or the UH Campus.

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- e. Loss. Any loss or theft whatsoever of any property placed or stored by User or any User Agents on or near the Use Area, the Facility, and/or the UH Campus.
 - f. Misrepresentation. Any material misrepresentation or inaccuracy in any representation or warranty by User or any User Agents under this Agreement.
 - g. Challenge. Any challenge to the authority of: (1) User to negotiate, enter into, or execute this Agreement or (2) User and/or any User Agents to perform any obligations under this Agreement.
 - h. Failure to perform. Any failure by User or any User Agents in whole or in part, to fully and properly perform any of the terms and conditions contained in this Agreement, including, without limitation, the breach or default by User or any User Agents in the performance of any of said terms and conditions of this Agreement.
 - i. Removal. Any enforcement by UH of any provision of this paragraph 5 and any costs incurred in duly removing User or any of the User Agents from the Use Area, the Facility, and/or the UH Campus and/or restoring the same as provided herein.
 - j. UH enforcement. Any actions by UH or others to enforce the terms and conditions of this Agreement, including the performance of any of the obligations of User or any User Agents hereunder.
6. Insurance. User shall, and shall ensure that all User Agents shall, during the entire term of this Agreement, at no cost to UH, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i and reasonably satisfactory to UH:
- a. Required Insurance Coverage.
 - (1) Commercial General Liability. Commercial general liability insurance covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of User and/or the User's Agents, including any of the User's contractors within, on, or about the Use Area, the Facility, and/or the UH Campus, with minimum combined single limits of liability no less than the following:
 - Property damage per occurrence: \$1,000,000.00
 - Personal injury or death:
 - Per person per occurrence \$1,000,000.00
 - Per occurrence \$1,000,000.00
 - Products liability:
 - Per person per occurrence \$1,000,000.00
 - Per occurrence \$1,000,000.00

Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this paragraph 5 (Insurance) covering User's conduct of the Authorized Activity on or within the Use Area, the Facility, and/or the UH Campus and all of the activities and operations of the User and the User Agents in connection therewith.
 - (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, or hired automobiles with limits of: \$1,000,000 per Person/\$1,000,000 per Accident - Bodily Injury; \$1,000,000 per Accident - Property Damage; and Basic No-Fault coverage as required by Hawai'i law. In the event there is a change in the Applicable Laws in Hawai'i regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UH shall have the right to impose a new requirement consistent with the then Applicable Laws.
 - (3) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the User and the User Agents on or about the Use Area, the Facility, and/or the UH Campus.
 - b. Common provisions. Each insurance policy that User and/or any of the User Agents are obligated to obtain under this Agreement shall be subject to the following:
 - (1) Notice of change. All insurance policies required under this Agreement shall contain a clause to the effect that should any of the insurance policies be limited in scope, changed, or cancelled before the expiration date thereof, the insurer shall provide User and UH with notice in accordance with the policy provisions or, if sooner, as required by law. User shall, and shall ensure that the User Agents shall, provide UH notice of (a) any act or omission by User or the User Agents that would allow the insurer to terminate or modify any of the insurance coverage within two (2) business days of such act or omission (including, but not limited to, failure to renew an insurance policy or pay a required premium therefor) and (b) notice of cancellation, limitation in scope, material change, or non-renewal by the insurer within two (2) business days of receipt.

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- (2) Insurance obtained by UH shall apply in excess of User insurance. Any insurance maintained by UH will apply in excess of, and not contribute with, insurance provided or obtained by User and/or any User Agents under this Agreement.
 - (3) UH as additional insured. User shall, and shall ensure that the User Agents shall, name UH, the UH Agents, and those persons or entities identified in writing from time to time by UH to User as additional insured on the insurance policies for all insurance coverage User and/or the User Agents are obligated to obtain under this Agreement, except for Workers' Compensation and Employer's liability insurance.
 - (4) Waiver of subrogation endorsement. All insurance required under this Agreement will contain a waiver of subrogation endorsement in favor of UH.
 - (5) UH not required to pay premiums. User and the User Agents shall be solely responsible for the costs of procuring and maintaining the insurance coverage described in this Agreement and shall not charge UH or expect UH to pay any portion of the premiums or charges to obtain the insurance coverage required under this Agreement.
 - (6) Acceptable deductibles. The terms and amounts of any deductibles for the insurance policies required under this Agreement must be reasonable and acceptable to UH based upon the type of insurance involved and the nature of the Authorized Activity, User's use of the Use Area, and/or the conduct of the Authorized Activity on or within the Use Area, the Facility, and/or the UH Campus.
 - c. Deposit insurance certificates. User shall, and shall ensure that the User Agents shall (a) deposit with UH, at least fourteen (14) days prior to the Start Date, certificates of insurance necessary to satisfy UH that the insurance provisions of this Agreement have been fully complied with and (b) keep such insurance in effect and the certificates therefor on deposit with UH during the entire term of this Agreement.
 - d. UH may cure failure to obtain/maintain insurance. Upon failure by User or any User Agents to provide and maintain the insurance required herein after a ten (10) day prior written notice to comply from UH, UH may, but shall not be required to, procure such insurance at the sole cost and expense of User, and User shall be obligated to immediately reimburse UH for the cost thereof plus ten percent (10%) to cover UH's administrative overhead.
 - e. Lapse in insurance constitutes a breach. Any lapse in, or failure by User or any User Agents to procure, maintain, and keep in full force and effect such insurance coverage as is required under this Agreement, at any time during and throughout the term of this Agreement, shall be a breach of this Agreement and UH may terminate the rights of User and all User Agents to access and/or use the Use Area, the Facility, and/or the UH Campus.
 - f. Insurance shall not limit User liability. The procuring of such required policy or policies of insurance shall not be construed to limit User's liability hereunder or to fulfill User's indemnification, defense, and hold harmless obligations and requirements of this Agreement. Notwithstanding said policy or policies of insurance, User shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of User and/or the User Agents.
 - g. UH may adjust insurance requirements. UH may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event User shall cause User and the User Agents to obtain such required insurance. UH requirements shall be reasonable and shall be designed to provide protection from and against the kind and extent of risks that exist at the time a change in insurance is required. User shall be obligated to meet and satisfy all UH risk management requirements that are in effect as of the Effective Date and as the same may be amended from time to time.
7. Comply with Applicable Laws. In using the Use Area, User shall comply and shall ensure that the User Agents comply with all Applicable Laws and all applicable UH and UH Campus rules, policies, procedures, and guidelines relating to the use of the Use Area, the Facility, and/or the UH Campus (collectively the "UH Policies").
 8. User Responsibility for User Agents and Attendees. User shall be responsible for the conduct of all of those involved with User's use of the Use Area and the conduct of the Authorized Activity, including, without limitation, all User Agents and the attendees and participants (collectively the "Attendees"). Smoking of any substance in any form (whether cigarettes, cigars, or e-cigs) anywhere within the Use Area, the Facility, and/or the UH Campus is prohibited.
 9. User Responsibility for Cleanup. At the end of each day of User's Authorized Activity, the User shall be responsible, at User's sole cost and expense, for: (a) removing and disposing of all trash, debris, and rubbish generated from or by User's Authorized Activity or User's use of the Use Area, (b) removing all equipment, vehicles, trailers, tents, booths, signs, temporary structures, devices, tools, and other personal property (collectively the "Personal Property") and (c) cleaning up and restoring the Use Area to the condition it was in before User's use of the Use Area, in accordance with the guidelines furnished by the Campus Sponsor, immediately following the end of each day of User's Authorized Activity.
 - a. User failure to clean up. If User fails to remove and/or clean up and restore the Use Area, the Facility, and/or the UH Campus, to the same condition as required hereunder, as determined by UH, UH may complete such restoration, removal, and clean-up, at the cost and expense of User, which amount User shall immediately pay to UH upon demand by UH plus ten percent (10%) for UH's administrative overhead.

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- b. User failure to remove Personal Property. In the event User fails to timely remove the Personal Property from the Use Area, the Facility, and/or the UH Campus, UH may, but shall not be obligated to do either of the following, all without liability to User and/or the User Agents: (i) remove the Personal Property, and treat the Personal Property as abandoned and dispose of the same, or (ii) store the Personal Property at the sole cost and expense of User, which amount User shall immediately pay to the UH upon demand by UH, plus ten percent (10%) for UH's administrative overhead. User's Use Times shall include time necessary to complete such cleanup and restoration of the Use Area.
 - c. Multiple Use Times. If User has scheduled consecutive multiple dates of use, User may be excused from completing such cleanup and restoration at the end of each day of its Authorized Activity, provided that User obtains UH's prior written approval and pays UH the cost of securing the Use Area during the authorized Use Times and provided further that User cleans up, clears, and restores the Use Area in accordance with this paragraph 9 on or after the final day of the multiple date use. This responsibility shall include moving and rearranging equipment, barriers, barricades, signs, furniture, and furnishings to its original condition or such condition as may be directed by the Campus Sponsor.
10. User Responsibility for Damage. User shall be responsible, at its sole cost and expense, for repairing any damage to the Use Area, the Facility, and/or the UH Campus that is caused by or attributable to User's use of the Use Area, the Facility, and/or the UH Campus, including any damage caused by User, the User Agents and/or the Attendees.
- a. User to obtain approval for repairs. In effecting such repairs, User acknowledges that User will need to obtain UH's prior written approval for any such repairs (which may need to be coordinated with other UH and UH Campus personnel responsible for the maintenance and upkeep of the Use Area, the Facility, and/or the UH Campus). Depending on the extent of the necessary repairs, UH may need to have such repairs performed and completed, all at User's cost and expense.
 - b. User to deposit estimated repair cost. User may be required to deposit the estimated cost of such repairs with UH before the commencement of any repair work and pay any additional costs incurred upon demand from UH, plus ten percent (10%) to cover UH's administrative overhead. Initial payment to repair any such damages shall be made within fourteen (14) days after the end of User's Authorized Activity or Use Time during which such damage occurred or was discovered.
 - c. UH not responsible for damage or theft. Neither UH nor the UH Campus shall be responsible for damage, vandalism or theft to the property of User, the User Agents, and/or the Attendees including, but not limited to, damage, vandalism or theft of property (such as automobiles and their contents) occurring on or within the Use Area, the Facility, and/or the UH Campus.