

FACILITY USE TERMS AND CONDITIONS

1. INSURANCE

All parties not insured by State Risk Management shall obtain, at its expense, a minimum of \$1,000,000 insurance policy covering commercial general liability-bodily injury, death, and property damages, naming the State of Arizona, Arizona Board of Regents (ABOR), and Arizona State University (ASU) as additional insureds, and shall provide a copy of the certification of insurance to ASU Polytechnic no later than ten (10) working days prior to the authorized event.

Additional coverage may be necessary for special circumstances or large events. All parties shall indemnify and hold ASU, Arizona Board of Regents and the State of Arizona harmless from all claims, liabilities, costs, expenses and judgments arising out of the use of the facility except to the extent of the negligence of ASU.

2. FEES

Requestor shall pay expenses, as determined by Facility Coordinator. In the event the user decides to cancel its reservation, 48 hours notice is required to avoid being subject to any charges. Cancellations received after that time and no shows will be subject to a \$10 late cancellation fee. No shows to rooms that have had requested equipment set in the room will be assessed an additional \$15 fee.

3. DAMAGES OR ADDITIONAL CHARGES

The requestor agrees to assume full financial responsibility for any damages to university facilities or equipment occurring as a result of their use. If facilities are not left in the condition in which they were found and special clean up or repairs are required, the organization will be billed appropriate labor and materials costs.

4. SMOKING

Smoking is allowed in outdoor designated smoking areas only. Smoking is prohibited in all buildings on campus.

5. ALCOHOL

Alcoholic beverages may be served or consumed only at designated special events as authorized by Arizona Board of Regents' policy 5-108 (A)(4), "Sale and Consumption of Alcoholic Beverage on Campus." A "Permit to Serve Alcoholic Beverages on Campus" must be approved and signed by ASU Police Department and ASU Insurance Services prior to the event. The original permit application must be submitted to the ASU Police Department fourteen (14) calendar days prior to the date of the event.

6. 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.

7. CONFLICT OF INTEREST

ASU's participation in this Agreement is subject to [Section 38-511 of the Arizona Revised Statutes](#) which provides that 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.

8. NOTICE OF ARBITRATION STATUTES

As required by [Sections 12-133](#) and [12-1518 of the Arizona Revised Statutes](#), notice is provided that the parties to this Agreement will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if:

(a) the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or

(b) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

9. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under [Arizona Board of Regents Policy 3-809](#).

10. 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 requestor and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

11. WEAPONS, EXPLOSIVE DEVICES, AND FIRE ARMS

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. Notification by the requestor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of the requestor ("Requestor Parties") of this policy is a condition and requirement of this Agreement. ASU's policy may be accessed through the following web page: asu.edu/aad/manuals/pdp/pdp201-05

12. CONFIDENTIALITY

Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution, and as such is subject to [Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes \(Sections 39-121 through 39-127\)](#). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

13. INDEMNIFICATION

Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Arizona State University is a public institution and any indemnification or hold harmless provision shall be limited as required by State law, including without limitation [Article 9, Sections 5 and 7 of the Arizona Constitution](#) and [Sections 35-154 and 41-621 of the Arizona Revised Statutes](#).

14. PUBLICITY

Prior to release and/or publication, all materials/press releases distributed to the public, which make reference in any way to Arizona State University and any use of ASU logos or trademarks must be reviewed and approved in writing by the ASU Office of Public Affairs, (480) 727-1665.

15. ASU SERVICE MARKS AND TRADEMARKS

For purposes of this provision, the phrase "ASU mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ASU. Requestor agrees to comply with ASU's trademark licensing program concerning any use or proposed use by Requestor of any of ASU mark on goods, in relation to services, and in connection with advertisements or promotion of Contractor or its business. Prior to any use of an ASU mark by Requestor or its affiliates or successors or assigns, Requestor will comply with [ASU Policy PUR 701, "Trademark Licensing"](#) and submit the proposed use of the ASU mark (together with a sample or specimen of the intended use) to ASU's Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement,

Requestor is not permitted to use any ASU mark without prior written approval of ASU's Trademark Licensing Coordinator. Requestor's use of any ASU mark must comply with ASU's requirements, including using the "circle R" (®) indication of a registered trademark.

16. ANIMALS

Service animals, such as seeing-eye and hearing-ear dogs, are the only animals permitted in buildings.

17. CHILDREN

Children under the age of 12 must be accompanied by an adult who will assume responsibility for their welfare.

18. PARKING

All parties using facilities must comply with ASU Polytechnic Parking and Vehicle Control Regulations. Any special parking needs are handled through ASU Polytechnic Parking & Transit Services, (480)727-2775.

19. FOOD AND BEVERAGES

Catering needs can be arranged through Aramark, ASU's contracted food provider, (480) 727-1440. Homemade foods are prohibited. Sales or giveaways of non perishable food products by a registered student organization or campus department are not limited in number. Sales of non-perishable food products by a non ASU organization or campus department may take place if approved by Aramark. Sales or giveaways of perishable food products or food prepared on site by members of a registered student organization or campus department are limited to once per month. Sales or giveaways of perishable food products or food prepared on site by a non ASU organization are prohibited unless the non ASU organization is participating in an event at the request of the ASU event sponsor.

<http://www.asu.edu/studentaffairs/mu/events/docs/FoodWaiverReq.pdf>

20. CANCELLATION OF EVENTS

ASU Polytechnic reserves the right to cancel at any time an authorized event due to weather and/or unplayable field or facility conditions.

21. FORCE MAJEURE

If any party shall be unable to perform hereunder as a result of acts of God, war, national disasters, terrorism, strikes, fire and other comparable events, or as a result of any lawful order issued by the United States Government or any official of the State of Arizona, or for any other reason beyond the reasonable control of the parties, financial inability excluded ("Force Majeure"), then at the discretion of ASU, either

(a) this Facilities Use Request and Approval Form shall be suspended during such period and for as long as such conditions shall exist and the term hereof shall not be extended, or

(b) the parties shall be excused from their performance, except for the payment of any obligations already incurred.

22. ADDITIONAL REGULATIONS

ASU reserves the right to impose any additional rules or regulations, or to set special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of ASU and such regulations shall be binding upon the user.