

# FACILITIES USE AGREEMENT

## Terms and Responsibilities:

- a. School facility and times: Limited to room and area during the hours and dates stated in the agreement. The sponsoring organization must take responsibility for ensuring that the participants utilize only assigned and /or public spaces. Hours stated for use in the agreement will be the actual time the facility will be available for use.
- b. Arrangements and conditions: the sponsoring organization is responsible for the following:
  1. Conduct and control of participants.
  2. Adherence to State, Municipal and Kodiak College regulations.
  3. Adequate supervision.
  4. No smoking in building; no alcohol or illegal drugs; no gambling or disorderly activity.
  5. Damage to building or equipment (other than normal wear) will be charged to the sponsoring organization. Report any accidents/damage to Kodiak College Director's Office.
- c. AN AGREEMENT MAY BE DENIED if a previous activity sponsored by the applicant resulted in violation of this section or other specified condition of the Agreement.
- d. Cancellation or change in location may be necessary due to Kodiak College activities. Twenty-four hour notice will be given if possible.
- e. The Director may impose reasonable conditions on the agreement when necessary.
- f. If requested by the Director, the sponsor shall provide Kodiak College with a certificate of insurance, limits of liability no less than \$1,000,000 combined single limit.
- g. If requested by the Director, the sponsor shall provide an off-duty police officer(s) for security.
- h. An estimated rental fee will be stated on the Facility Use Request/Agreement to be signed. Following the activity a bill will be sent for the actual time plus any necessary custodial and staff time. A deposit may be requested by Kodiak College for some activities that will be paid at the signing of the Facility Use Request/Agreement.
- i. Clean-up: Any group using college facilities and signing a Facility Use Agreement with Kodiak College will do their own clean-up meeting Kodiak College requirements. Any custodial fees will be billed following the activity.
- j. Activities for 75 people or more will be required to pay custodial overtime for clean-up (minimum 2 hours @ \$35/hour) Groups over 100 must petition the Director for approval.
- k. Kodiak College staff time will be billed at \$25/hour for assistance with logistics and for hours beyond the regular work schedule.
- l. Facility availability-Kodiak College staff will be available to provide access to Kodiak College Monday through Thursday 8:00 a.m. -5:00 p.m., Friday 8:00 a.m. – 8:00 p.m., Saturday 9:00 a.m. – 4:00 p.m. Sunday Kodiak College is closed. Exceptions must be petitioned through the Director.
- m. Groups or individuals signing a use agreement will not discriminate because of race, color, national origin, gender, age, disability, religion, marital status, changes in marital status, pregnancy, parenthood, veteran's status, veteran's disability, or political affiliation, nor will the groups or individuals deny access to the activity based upon any of the above listed reasons.

## By completing a Facilities Use Request/Agreement, applicant agrees to:

1. Leave the facility as they find it and pay for clean-up, furniture reset, repair of damage and/or vandalism as needed.
2. Hold Kodiak College and University of Alaska, its employees, officers, agents and Board of Regents harmless in case of unavailability of the facilities.
3. Indemnify, defend and hold harmless Kodiak College and University of Alaska Anchorage, its employees, officers, agent and Board of Regents, against any claims of injury to person, or property damage resulting directly or indirectly from any accident, occurring in, upon or about the premises of Kodiak College, University of Alaska Anchorage, as the result of the acts, errors, or omissions of the above named group or organization or arising in connection with their operations, use or occupancy of the premises.
4. Hold Kodiak College, University of Alaska Anchorage, its employees, officers, agents and Board of Regents harmless and waive all claims on account of any loss, damage, or injury to the person or property of the above named group or organization.
5. All other terms and conditions of use as specially stated on the Event/Room Request and as included in the University of Alaska Anchorage Facilities Use Policy.

I certify that I am an authorized representative of the above named organization. I further certify that I have read and understand all the terms and conditions of Kodiak College facilities use as outlined in the University of Alaska Anchorage Facilities Use Policy. I agree to abide by all terms, conditions, rules and regulations, and I understand that I may be held responsible for any additional charges incurred.

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

**You will need to provide a certificate of insurance OR go to the UA website <https://www.ebi-ins.com/tulip> to purchase appropriate insurance for your event. The Kodiak College Facility Code is GNTI 749**