

FACILITIES USE AGREEMENT

This Facilities Use Agreement is entered into as of _____, between LEWIS-CLARK STATE COLLEGE (“LCSC”) and _____ (“Licensee”) for the use by Licensee of certain Premises owned by LCSC.

1. Subject to the terms of this Agreement, LCSC agrees that Licensee may use the following Premises: _____
2. Licensee may use the Premises for the following purposes, and for no other purposes: _____
3. Licensee may use the Premises on the following date(s) and during the following hours: _____
4. When using the Premises, Licensee agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of LCSC pertaining to the use and occupancy of the Premises.
5. Licensee agrees to take good care of the Premises and to maintain the Premises in as good order and condition as it was prior to Licensee’s use.
6. Licensee agrees not to use or allow the Premises to be used for any unlawful purpose.
7. Licensee agrees not to commit or allow to be committed any waste or nuisance in or about the Premises, or subject the Premises to any use that would damage the Premises.
8. Licensee agrees to pay LCSC facilities use fees in accordance with the terms of the attached and hereby incorporated, Addendum to Facilities Use Agreement.
9. To the extent permitted by law, Licensee agrees to indemnify, defend and save harmless LCSC from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury or death to persons and/or damage to or loss of any property, which result from Licensee’s and Licensee’s participants’ use of and access to the Premises.
10. Licensee, if a private entity or a non-Idaho public entity, agrees that it will at all times during its use of the Premises, at its own expense, keep in full force and effect insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate. If Licensee is an Idaho public entity, it shall provide insurance consistent with the limits of liability established by the Idaho Tort Claims Act.
11. Licensee agrees to be fully responsible for the actions and behavior of participants in events held by Licensee at the Premises and Licensee further agrees LCSC has no responsibility with respect thereto.

12. The terms and conditions of this Agreement do not require LCSC to relinquish control of the Premises to Licensee. LCSC retains the right to require Licensee or any of its participants to leave LCSC if LCSC determines that circumstances require it.

13. LCSC assumes no responsibility for loss or theft of personal property, or damage to personal property of Licensee or any of its participants.

14. LCSC's point of contact shall be: _____. Licensees' point of contact shall be: _____.

15. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to the Premises shall be kept unobstructed by the Licensee and shall not be used for any purpose other than ingress or egress to and from the premises by Licensee and its participants.

16. If Licensee fails to pay any fee or other sum required to be paid by Licensee when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to LCSC, whether at law or in equity, LCSC may immediately terminate this Agreement and all rights of Licensee.

17. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties.

18. This Agreement shall be governed by the laws of the State of Idaho.

19. Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of LCSC. Licensee assumes full responsibility for the actions of Licensee's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

Licensee
By:_____

LCSC
By:_____

Date

Date