



AGREEMENT FOR FACILITY USE

POLICIES AND REGULATIONS ON THE USE OF UNIVERSITY OF HAWAII - WEST OAHU FACILITIES
91-1001 Farrington Highway, Kapolei, HI 96707

Definitions:

“UNIVERSITY” Affiliated Organizations are organizations connected to UHWO Offices, Departments, CSOs and valid RISOs.

“NON UNIVERSITY” Affiliated Organizations are not connected to UHWO Offices, Departments, CSOs and valid RISOs.

“USER” means the Organization making the request.

Policies and Regulations:

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

The USER shall indemnify, defend and hold harmless the UNIVERSITY 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 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 and the State of Hawaii and their officers, employees, agent, or any person acting on their behalf for all attorney 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 an *original* 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. *** At the discretion of UH West O`ahu, “UNIVERSITY” Affiliated Organizations and other State of Hawaii Agencies, may be exempt from Insurance requirements.*

The UNIVERSITY shall be responsible for damages or injury caused by the UNIVERSITY’s officers, employees and agents in the course of their employment to the extent that the UNIVERSITY’s liability for such damage or injury has been determined by a court or otherwise agreed to by the UNIVERSITY, and the UNIVERSITY shall pay such damages and injury to the extent permitted by law and approved by the Legislature.

“NON UNIVERSITY” affiliated organizations who use UNIVERSITY facilities must clearly indicate in all promotional material, on the scheduled event, that the program or activity is neither sponsored nor endorsed by the UNIVERSITY.



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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 of trash in outside dumpsters;
- (4) Preventing the use of intoxicants on the premises;
- (5) Observing of "Tobacco and Smoke-free" policy;
Effective July 10, 2018, Hawaii State Law SB 134, Act 160, SLH 2018 prohibits the use of tobacco products on all 10 UH campuses and university-owned facilities. The law includes, but is not limited to, cigarettes, cigars, vaping apparatus, chewing tobacco and pipes. For more information see hawaii.edu/tobaccofree.
- (6) Preventing games of chance on the premises;
- (7) Maintaining law and order;
- (8) Insuring that attendees observe all campus parking regulations.
- (9) Reimburse the University for any damages (beyond normal wear and tear) to the facilities resulting from their use.
- (10) Compensate the University according to the terms provided in the agreement for use of University owned facilities.
- (11) Remit to the University the full amount of the flat rate use fee prior to the event.

I have read the **POLICIES AND REGULATIONS ON THE USE OF THE UNIVERSITY OF HAWAII-WEST OAHU FACILITIES** and understand and agree to abide by all the rules and regulations as stated in the policies and regulations in connection with:

Name of Event: _____

Date(s) of Event: _____

Representative's Name:

Print/Signature

Title

Date