

**FACILITIES USE AGREEMENT**

Organization name (“Organization”): \_\_\_\_\_

Date of time span of event: \_\_\_\_\_

Facilities (“Space”) [assigned by ATSU]: \_\_\_\_\_

Intended use of facilities (purpose): \_\_\_\_\_

Estimated number of attendees: \_\_\_\_\_ Serving food and drink:  yes  no

Cost for use of the Space: \_\_\_\_\_

Deposit (due upon approval): \_\_\_\_\_

Other Terms and Conditions: (see list of items to be provided by ATSU) \_\_\_\_\_

Name and Title of Organization Representative: \_\_\_\_\_

Name and Title of ATSU host representative: \_\_\_\_\_

I, the undersigned, representing Organization, understand and agree Organization will abide by and be bound to the following terms and conditions in consideration of A.T. Still University of Health Sciences (hereinafter referred to as “ATSU”) allowing Organization to use the Space designated above.

1. Condition of the Space. Organization agrees to take good care of the Space and to maintain the Space in as good order and condition as it was prior to Organization’s use. Organization will clean the Space and remove any leftover food or materials. If any tables are moved, the tables must be returned to their original position. If additional tables are needed, notify ATSU one week prior to the event. Organization will forfeit deposit and may incur additional charges if ATSU is required to clean the Space.
2. Food and drinks. Food and drinks may be served in predetermined areas only and must be removed or disposed of in appropriate receptacles.
3. Use for lawful purpose. Organization agrees not to use or allow the Space to be used for any unlawful purpose. Organization agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by ATSU.
4. Scope of use of the Space. Organization agrees it will only use the Space for purposes listed in this Agreement.
5. Staffing and additional wages. Organization may request ATSU support staff for the term of this Agreement. ATSU reserves the right to alter staffing for any reason and at any time without prior notice to Organization. The number of staff provided by ATSU will be determined by ATSU in its sole and absolute discretion and will be based on the type of activity planned, the size of the group using the Space under this Agreement, space needs, and staff availability. Organization shall be responsible and invoiced for any overtime or extra expense incurred by ATSU resulting from staff activities or the extension of staff shifts or the retainage of additional staff beyond what is normally required.
6. Organization coordinator. Organization will be responsible for providing an on-site coordinator, who must be present at the Space at all times during the event, and additional staff as determined by ATSU.
7. Decorations. Use of screws, nails, tacks, hooks, pins, tape, or other adhesives to affix decorations or other items to the Space or its fixtures, furniture, or equipment is prohibited, except with prior written permission by ATSU. Open flames, including candles, are not permitted.
8. Alcohol. Organizations are not permitted to have alcoholic beverages at events in ATSU facilities, parking lots, and grounds.

9. Tobacco and cannabis. Use of tobacco (cigarettes, cigars, pipes, and smokeless tobacco), e-cigarettes, vaping devices and other unregulated nicotine products, and cannabis products by guests, invitees, employees, students, patients, or visitors is not be permitted in ATSU facilities, parking lots, and grounds.
10. Parking. On the Kirksville campus, attendees are to park in the employee/student parking lot (see attached map). Organization agrees to notify attendees to refrain from parking in any other lots. On the Mesa campus there is ample parking available (see attached map).
11. Service and assistance animals. ATSU will determine, on a case-by-case basis through an interactive process, and in accordance with applicable laws and regulations, whether an animal is a reasonable accommodation on ATSU property.
12. Liability. Organization agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to ATSU, Organization agrees to assume all risk of damage to and loss or theft of Organization’s property while on ATSU property, damage to the Space, and injury or death to persons related to Organization’s use or occupancy of the Space in, upon, or about the Space from any cause, and Organization waives all claims against ATSU. Organization further agrees to indemnify and hold harmless ATSU and its officers, agents, and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney’s fees) arising out of or in connection with: (i) Organization’s use or occupancy of the Space, or any activity or thing done, performed, or suffered by Organization, its agents, its employees, invitees, or persons attending or participating in Organization’s activities in or about the Space; or (ii) any loss, injury, death, or damage to persons or the Space on or about the Space by reason of any act, omission, or negligence of Organization, or any of its agents, its contractors, its employees, or invitees; or (iii) any breach or default in the performance of any obligation on Organization’s part to be performed under the terms of this Agreement.
13. Crime Reporting. Licensee shall require its employees, agents, contractors and volunteers to immediately report any crimes that occur during the Event or on ATSU campus to ATSU's Director of Campus Safety; Contact Information: Phone – 660.349.9513 (Kirksville) or 480.341.9075 (Mesa); email –kvcampussafety@atsu.edu (Kirksville) or azcampussafety@atsu.edu (Mesa).
14. Event sponsor and ATSU participation. ATSU shall be prominently acknowledged as a sponsor of the event. In addition, Organization agrees to allow ATSU employees to attend the event free of charge.
15. Assignment. Organization does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without prior written consent of ATSU, which consent may be granted or withheld in ATSU’s sole discretion.
16. Authority. The individual signing below on behalf of Organization hereby represents and warrants s/he is duly authorized to execute and deliver this Agreement on behalf of Organization and this Agreement is binding upon Organization in accordance with its terms.

**ORGANIZATION**

Signature of Organization Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**A.T. STILL UNIVERSITY APPROVAL**

\_\_\_\_\_  
Senior Director of University Facilities or Designee

\_\_\_\_\_  
Date

**Kirksville campus security  
660.349.9513 or dial 33 from a campus landline**

**Mesa campus security  
480.341.9075 or \*7 from campus landline**