



## Rental Use Agreement

This agreement for Rental use sets forth the terms and conditions applicable between Lewis-Clark State College (“College”), a State educational institution governed by the Idaho State Board of Education, and \_\_\_\_\_ (“User”).

Rental is defined as a place, amenity, or piece of equipment provided for a particular purpose. Event is defined as an organized gathering for a specific occasion or activity. Rental Use Period is defined as the day(s) and time(s) that a Rental is needed for an event.

### 1. PERMITTED USE, RESPONSIBILITIES, AND DATES:

Under the terms and conditions herein, College grants to User a non-assignable right to use \_\_\_\_\_ (Rental) for the sole purpose of \_\_\_\_\_ (Event). User is entitled to use the Rental listed for the event setup, event, and post event needs from \_\_\_\_\_ (Rental Use Period). It is understood that the User is responsible for any damage to the Rental during the period listed and may be held accountable for payment should such damages occur.

When using the Rental, User agrees to comply with all applicable State of Idaho, federal or city laws and regulations, and with the policies and regulations of Lewis-Clark State College regarding the use of College property or facilities and the conduct of persons in or on College property or facilities, whether now or hereafter adopted as set forth in this agreement.

User agrees to take good care of the Rental and to maintain the Rental in as good order and condition as it was prior to User’s use.

User agrees not to use or allow the Rental to be used for any unlawful purpose.

User agrees not to commit or allow to be committed any waste or nuisance in or about the Rental, or subject the Rental to any use that would damage the Rental.

If the Rental is a college facility, all portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to the Rental shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises by User and its participants.

User agrees to be fully responsible for the actions and behavior of participants in events held by User and/or for the use of the Rental and User further agrees College has no responsibility with respect thereto.

Neither User nor any personnel of User will for any purpose be considered employees or agents of College. User assumes full responsibility for the actions of User’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.



The terms and conditions of this Agreement do not require College to relinquish control of the Rental to User. College retains the right to require User or any of its participants to leave/return the Rental if College determines that circumstances require it.

**2. RENTAL AND EXPENSE ESTIMATE:**

<b>Event Fees:</b>	<b>Description:</b>
Facility or Facilities           \$ _____	_____
Equipment Rental/Misc.       \$ _____	_____
Set-Up Fees                     \$ _____	_____
Security/Parking               \$ _____	_____
Technical Support             \$ _____	_____
Custodial:                     \$ _____	_____
Administrative Prep:         \$ _____	Event coordination, document prep, layout prep (\$20 Min. or 5% of overall rental charges)
Estimated Total of Fees:     \$ _____	_____

Schedule/Description/Resources		



### 3. CANCELLATION & PAYMENT POLICY:

User shall notify College within twenty (20) business days of the event start date if there is a cancellation. Failure to notify College will result in User being responsible for all direct expenses incurred to date. If a case, suit or action is instituted to force compliance with this agreement, College shall be entitled in addition to the cost and disbursements provided by statute to such additional sum in lawful money of the United States as the court may adjudge reasonable for attorney fees in said suit or action.

Payment is due within thirty (30) days after date of invoice or as requested. Any amount not paid when due shall accrue an administration fee of twenty-five dollars (\$25.00) or ten percent (10%), whichever is greater.

Contract must be signed and returned by \_\_\_\_\_ to confirm Rental reservation and use.

If User fails to pay any fee or other sum required to be paid by User 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 College, whether at law or in equity, College may immediately terminate this Agreement and all rights of User.

### 4. COLLEGE NAME AND MARKS:

User shall not, without express written consent from College in each case, use any name, trade name, trademark, or other designation of College (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or any other activities or context.

LC State reserves the right to promote the College on campus property through publications (banners, posters, brochures) or audio/visual technology (monitors, speakers) which may be present in or around the Rental being used. User may be responsible for distribution of materials that inform the event participants of college information. User may not cover official college signs or monitors without written permission from the College.

### 5. INDEMNITY AND INSURANCE REQUIREMENT:

To the extent permitted by law, User agrees to indemnify and hold harmless the State of Idaho, Lewis-Clark State College, its agents, employees, or any other covered group or individual against loss or expense, including attorney's fees by the reason of bodily injury, property damage/loss, personal injury, or death arising out of the negligence of User, its employees, or agents. This agreement applies to User's use of Lewis-Clark State College's facilities.

User (\*If a State of Idaho agency) agrees to provide Lewis-Clark State College with a Certificate of Insurance evidencing general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and at least two million dollars (\$2,000,000) in the aggregate for the perils of bodily injury, property damage, and personal injury and naming Lewis-Clark State College and the State of Idaho as additional insured's no later than 10 days before use of the Rental. A copy of the additional insured endorsement will be attached to the Certificate.

*\* Exception, if this facility use agreement involves another State of Idaho agency, the agencies understand that each is insured with respect to tort liability by the State of Idaho Retained Risk Account, a statutory system of self-insurance and subject to the Idaho Tort Claims Act. Each agency agrees to accept that coverage as adequate insurance for their tort liability with respect to personal injury and property damage and covered paid claims shall be assessed against the applicable agency's loss history. If property damage occurs to a College facility, the at fault agency shall be responsible for the property deductible.*



User Information-

Contact Name: \_\_\_\_\_  
Contact Telephone No.: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_

Remit signed agreement to (sign both copies; retain one copy and return one):

Attn: Events and Conferences  
Lewis-Clark State College  
500 8<sup>th</sup> Avenue, Lewiston ID 83501  
(208) 792-2644  
ecc@lsc.edu

Lewis-Clark State College:

User:

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_