

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE FACILITIES USE AGREEMENT

Pursuant to this Facilities Use Agreement (this “Agreement”), the Idaho College of Osteopathic Medicine (“ICOM”) hereby grants to the other party executing this Agreement (“User”) limited rights to use the ICOM property and facilities (the “Facilities”) subject to and in accordance with the terms and conditions set forth herein.

1. **Scope of Agreement.** The rights under this Agreement are limited to use of those portions of the Facilities, on the dates, at the times, for the time periods and for the specific event and purposes described in the **Facilities Room Rental Summary**, which is attached hereto and incorporated herein. ICOM may relocate User to alternate comparable facilities within the Facilities if User’s needs change or other uses of the Facilities require relocation, provided the alternative facilities are adequate to serve the essential needs of User. By execution of this Agreement, User acknowledges receipt of the **Rules and Regulations** of the ICOM (which are attached hereto and incorporated herein) and agrees to be bound by the **Rules and Regulations**, which are subject to change by ICOM, though any such changes shall not unreasonably limit or restrict User’s event.

2. **No-Smoking.** The ISU and West Ada campus, of which ICOM resides has a strict no tobacco policy. It is forbidden for tobacco products, Vapes or e-cigarettes to be used on campus.

3. **No Firearms/Weapons on Campus.** The ISU and West Ada campus, of which ICOM resides has a strict no weapons policy. It is forbidden for firearms or weapons of any type to be brought onto campus property.

4. **No Animals in Building Unless Nationally Registered Service Animals.** No animals, with the exception of nationally registered services dogs, are allowed inside the ICOM building or on the ICOM property.

5. **Fees.** User shall pay ICOM all agreement fees and other fees (“Agreement Fees”) set forth in **Schedule 2** (which is attached hereto and incorporated herein) and shall pay any additional fees in accordance with event orders hereafter placed by User. User shall pay all amounts on or before the dates stated in **Schedule 2** or as stated in event orders or upon receipt of invoice.

6. **Services and Equipment.** User agrees that ICOM shall be the exclusive provider for all electrical and other utility services. Any additional electrical or other utility services performed in the Facilities solely in connection with User’s event shall be provided by ICOM at the expense of User. ICOM shall furnish standard heating, lighting, air conditioning and general janitorial services for the Facilities without additional charge to User; provided, however, User shall pay for extraordinary janitorial services if/when reasonably required. Any special or additional services or equipment required for User’s event shall be at User’s sole cost and expense.

7. **Exclusive Food, Beverage and Other Services.** Except as otherwise expressly agreed to in writing, ICOM or its agents or contractors shall be the exclusive provider of all food and beverage products, catering services and similar services in connection with User’s event within the Facilities. User shall not cause or allow any such outside products or services to be brought into or provided within the Facilities.

8. **User’s Property.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Facilities by or for User, User agrees that ICOM shall be deemed to act, or have acted, solely for the accommodation of User and shall not be deemed a

bailee, consignee or warehouseman (or responsible for the standard of care incidental thereto) with respect to such property or be liable for any loss, damage or injury to any User's or other's property brought to the Facilities in connection with User's event(s), except for losses caused by the gross negligence or willful misconduct of ICOM or its employees.

9. **Compliance with Laws.** User shall comply with all applicable federal, state and local laws, rules, regulations and ordinances and shall obtain all permits or licenses required for User's event. No event shall be given or held in the Facilities which is indecent or obscene or involves nudity or graphic obscenities. ICOM may prevent such event or stop such event in progress or demand the removal of objectionable materials or subjects or any combination of the foregoing. In the event of such prevention, stoppage or removal, all Agreement Fees due ICOM will remain the property of ICOM and any unpaid fees arising from or related to this Agreement shall be immediately payable. ICOM reserves the right to eject from the Facilities any objectionable person or persons. ICOM shall not be held liable to User for ICOM's actions under this paragraph.

10. **Indemnification.**

- (a) If User is a governmental entity subject to the Idaho Tort Claims Act (Idaho Code §§ 6-901 et seq.), such User shall indemnify, defend and hold ICOM and its employees, officers, members and agents harmless from any and all claims, damages, losses, expenses or liabilities arising from or related to injury or death to any person or loss or damage to property caused in whole or part by the negligence or wrongful conduct of User, its employees, officers and agents in connection with User's event; provided, however, this subparagraph shall not modify the liability of such User so as to increase the liability of such User beyond the Idaho Tort Claims Act's limit of liability.
- (b) If User is not a governmental entity subject to the Idaho Tort Claims Act, such User shall indemnify, defend and hold ICOM and its employees, officers, members and agents harmless from any and all claims, damages, losses, expenses or liabilities arising from or related to injury or death to any person or loss or damage to property caused in whole or part by the acts or omissions of User, its employees, officers, agents and invitees in connection with User's event.

11. **Insurance.** User shall, at its expense, procure and maintain throughout the period of use under this Agreement, insurance as follows:

- (a) If User provides transportation, including the use of automobiles or other vehicles, at the Facilities, including but not limited to the Facilities' loading area and other areas outside the Facilities, such User shall provide Automobile Liability, including Property Damage and Bodily Injury, with combined limits of not less than one million dollars (\$1,000,000) per occurrence. Such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the required policy coverage and limits.
- (b) If User is an employer and will have employee(s) at the Facilities, such User shall provide Worker's Compensation and Employer's Liability Insurance as required by law.
- (c) If User is a governmental entity subject to the Idaho Tort Claims Act, such User shall provide insurance through a program of self-insurance or by separate insurance with limits of liability of at least five hundred thousand dollars (\$500,000) per occurrence. If under separate insurance, (i) such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the

required policy coverage and limits and (ii) such insurance shall provide that the insurer will defend ICOM if ICOM is named in a lawsuit solely by reason of its relationship to such User and not as a result of ICOM's own conduct.

- (d) If User is not a governmental entity subject to the Idaho Tort Claims Act, such User shall provide Commercial General Liability Insurance, including Blanket Contractual and Personal Injury Liability, having combined limits of liability not less than one million dollars (\$1,000,000) per occurrence. Such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the required policy coverage and limits.

12. **Copyright.** User agrees to comply with the Federal Copyright Act of 1976 (17 U.S.C. §§ 101 et seq.) and applicable regulations and shall indemnify, defend and hold ICOM harmless from any and all claims, losses or expenses relating thereto.

13. **Consent to Facilities Photography/Filming Recording.** By executing this Agreement, User consents to ICOM photographing, filming and video or audio recording all meetings, events, tradeshows, conference and conventions at the Facilities to document activities at the Facilities and for use in advertising and promotions of ICOM. User hereby grants ICOM the right to use any photographs, films or video or audio recordings for commercial and news purposes. User hereby releases ICOM and its agents from any and all claims, actions and demands arising out of or in conjunction with use of any such photographs, films and video and audio recordings.

14. **ICOM Name and Marks.** User shall not, without express prior written consent from ICOM in each case, use any name, trade name, trademark, or other designation of the college (including contraction, abbreviation or simulation) in advertising, publicity, promotion, or any other activities or context.

15. **Building Alterations Prohibited.** User shall not make, construct or allow any alteration to the building or any plumbing, electrical or other systems of the Facilities.

16. **No Assignment.** User may not assign this Agreement or any rights hereunder.

17. **Cancellation by User.** User may cancel this Agreement by written notice to ICOM effective upon full payment of all sums as follows:

- (a) The non-refundable deposit as set forth in Schedule 2.
- (b) If such cancellation becomes effective more than _____ but less than preceding the agreed date of first use, User shall pay seventy-five percent (75%) of the total Agreement Fees set forth in **Schedule 2**; or
- (c) If such cancellation becomes effective on or after _____, User shall be liable for the total Agreement Fees set forth in **Schedule 2** plus the amount of any disbursements or expenses incurred by ICOM in connection with User's event.

18. **Public Safety and Security.** ICOM shall have the right to interrupt or terminate any event for the purpose of security or public safety. In such event, User waives any all claims for damages or compensation from ICOM arising from or related to such interruption or termination.

In the interest of public safety and security, ICOM shall at all times have exclusive control of the Facilities and may, at any time, access and inspect property of User located in or about the Facilities. ICOM shall have the sole right to take custody of any article or thing left in the Facilities by persons attending any event conducted in the Facilities, and neither User nor any person in User's employ shall collect, or interfere with the collection or custody of, such articles. Any food or beverage or

food or beverage containers not purchased through the Facilities may be confiscated and disposed of summarily. If User, its employees or agents fail, neglect or refuse to remove its property or vehicles from the Facilities or related parking lots, loading areas and driveways promptly upon cancellation, termination or expiration of rights under this Agreement, whichever is sooner, then said property shall be deemed abandoned and ICOM shall have the right, at its sole discretion, to remove, to place in storage or otherwise to dispose of any such property at the sole cost and expense of User.

Under no circumstances will pyrotechnics of any kind be allowed within the Facilities, regardless of whether User obtains the relevant permits from the Fire Department.

Ingress/Egress – All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of User shall be brought into or taken out of the Facilities at the time and place designated by ICOM from time to time.

19. **Force Majeure.** If the Facilities or any portion thereof is not available for a User event under this Agreement due to fire, casualty, acts of God, strikes, national emergency or any other cause beyond the control of ICOM, this Agreement and the obligations of ICOM to User hereunder shall terminate, and User hereby waives any claim against ICOM for damages by reason of such termination; provided, however, any unearned portion of the Agreement Fees shall abate, and, if previously paid, shall be promptly refunded to User.

20. **Default.** Failure by User to perform any of the covenants or conditions of this Agreement on or before the date such performance is due shall constitute a default of this Agreement and ICOM, in addition to all other remedies, may, at its option, terminate this Agreement. If User fails to pay any amount due under this Agreement on or before the due date, User shall be liable for the full amount due plus late fees equal to ten percent (10%) of the amount past due plus interest on the total amount at the rate of two percent (2%) per month until paid plus the reasonable attorney's fees and costs of ICOM.

21. **Audio/Visual.** ICOM requires, as a condition to entering this Agreement, that User agree to the terms of the **Audio/Visual Services Guidelines** (which is attached hereto and incorporated herein).

22. **Headings.** The paragraph titles in this Agreement are for convenience only and shall not be used in any way to interpret the terms hereof.

23. **Integration.** This Agreement and the attachments hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

THIS AGREEMENT IS NOT EFFECTIVE IF NOT EXECUTED AND RECEIVED BY ICOM ON
OR BEFORE: _____.

[SIGNATURE PAGE TO FOLLOW]

USER:

By: _____
Title: _____
Date: _____

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

By: _____
Title: _____
Date: _____

Schedule 1 - Facilities Room Rental Summary

[INSERT DETAIL OF ROOM(S), DATE(S) AND TIME(S)]

Schedule 2 - Fees and Charges

User agrees to pay fees in the total sum of \$_____, which is payable in full according to the following schedule:

A non-refundable deposit of \$_____ shall be paid at the time the Agreement is signed and returned to ICOM, on or before _____. Unless paid by this date, the Agreement shall not be effective to reserve the requested space.

Final payment of \$_____ will be due and payable _____ days prior to User's event.

If User's event is sales tax exempt, please include User's sales tax identification number on the Agreement.

User recognizes that the Agreement rates do not include fees for food or beverage, special services, storage fees associated with the delivery of User's unanticipated packages or merchandise or equipment use ordered by User. All such additional costs will be payable by User upon receipt of final invoice.

Collection of applicable Idaho sales tax may apply to User's event.

All capitalized terms in this Schedule not defined in this Schedule have the meanings set forth in the Agreement.

Rules & Regulations

User is responsible to share these Rules and Regulations with its employees, officers, agents and to assure compliance with them. The following rules and regulations are in addition to any terms in the Agreement.

1. **Compliance with Safety Standards:** User must comply with all applicable laws, rules and regulations with respect to safety issues during set-up and event times.
2. **Professional Conduct:** All attendees and representatives of User are to conduct themselves in a professional manner and respect the Facilities staff, Facilities and Facilities contents at all times. All safety regulations are to be maintained and users of the kitchen or service areas are to be held to the same expectations as Facilities staff, including but not limited to a ban on horseplay, inappropriate language, alcohol consumption or any other behavior deemed unacceptable to ICOM.
3. **Setup and Layout:** To maintain compliance with life safety, fire and other code requirements and to maximize the quality and functionality of the Facilities services, Facilities staff will provide User with specific layouts for all necessary service equipment (including, tables, chairs, concessions, buffets, portable bars, satellite wine service, stage, dance floor and draping). Once the Facilities has determined the best location for such equipment, the User may then request locations for decorations and props to be used as part of User's event. The Facilities retains the final right to modify or modify the User's placement of decorations and props and to modify the overall set up to facilitate quality and efficient service and maintain compliance with life safety requirements.
4. **Facilities Property:** User may not use or remove any Facilities plants, decorations or artwork. No user shall move/remove furniture from lobby/hallway locations for use in room sets or vendor use.
5. **Security to be Provided by User:** At the reasonable request of ICOM, User shall provide additional security to ensure the proper control of safety of guests and User's employees, officers and agents.
6. **Contact During Event:** All inquiries or requests during the User's event shall be made through the on-site contact only.
7. **Use of Loading Area(s):** The loading areas are for loading/unloading only, and vehicles must be removed promptly. User must maintain the Facilities' access to all its loading bays, and the ramp must remain clear at all times for emergency vehicle access. Vehicles not removed at the Facilities management's request will be towed at User's expense.
8. **Alcohol Service:** Unless otherwise expressly agreed to in writing, no alcoholic beverages are allowed to be brought into, opened or consumed in the Facilities. The ISU and West Ada campus, of which ICOM resides has a no alcohol policy. Alcohol should not be consumed on campus property. ICOM may confiscate the alcohol if this policy is violated.
9. **Prohibited Items:** ICOM may prohibit within the Facilities food items such as popcorn, cotton candy, gum, peanuts, novelties and props such as paper confetti, hay bales, straw and "silly string." ICOM may confiscate and/or destroy such items if brought into the Facilities, and User shall be subject to additional labor/cleanup fees.
10. **Permits:** Any required Fire Department permits must be presented by the day of the event for any item having an internal combustion engine. User is responsible to obtain such permits from the Fire Department.
11. **Access to Life Safety Equipment:** The blocking of exits, fire extinguishers or any life/safety equipment is prohibited.
12. **No Outside Food:** Unless otherwise expressly agreed to in writing, outside food or beverage is not allowed in the Facilities.
13. **Use of Terms:** All capitalized terms in these Rules and Regulations not defined in these Rules and Regulations have the meanings set forth in the Permit.
14. **Timely Removal of User's Property:** User must insure that all equipment, décor, auction items and all items pertaining to their event are removed from ICOM at the conclusion of their event. ICOM will not store or hold items.

Audio Visual Services Guidelines

ICOM has many in-house Audio-Visual capabilities. Our A/V can meet a variety of needs from the basic meeting room requests to more complex services.

1. If you choose not to use ICOM's Audio Visual services, strict guidelines must be adhered to by you and your External Service Provider. Please contact ICOM at least ____ days prior to your event.
2. Outside Service Providers are NOT permitted to hang any equipment from any structural elements of the Facilities.
3. Storage space for outside audio-visual equipment will be the sole responsibility of the User.
4. Under no circumstances will ICOM be liable for lost, damaged, stolen or misused equipment.