

NEVADA STATE COLLEGE POLICY

**THE BOARD OF REGENTS,
ON BEHALF OF
NEVADA STATE COLLEGE**

FACILITY USE AGREEMENT

This agreement, entered into this _____, by and between the Board of Regents of the University and Community College System of Nevada, on behalf of Nevada State College, hereinafter referred to as "College" and _____, hereinafter referred to as "Agency".

WITNESSETH

Whereas, College is in possession of certain facilities located at _____.

Whereas, Agency desires to utilize the aforementioned facilities for activities described below: _____.

NOW THEREFORE, in consideration of College's desire to assist Agency in its desire to use said facilities, the mutual covenants and promises by and between the parties hereto as hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, it is agreed as follows:

1. College grants to Agency the right to use the above-described facilities for purposes of conducting the above referenced activity during such time as the College and the Agency jointly agree as follows:
_____.
2. Supervision of all participants of Agency on College premises shall be the responsibility of Agency personnel.
3. All reasonable efforts will be made by Agency to insure that Agency's participants and personnel comply with all ethical standards of College with respect to College's clients.
4. To the extent authorized by law Agency agrees to indemnify and hold College harmless for any loss or damage to the person or property of another caused by the negligence of the Agency or its agents or employees while utilizing College's facilities.
5. The number of participants assigned by Agency to utilize College's facilities shall be jointly determined by College and Agency.
6. The term for which the aforementioned activity will be conducted in College's facilities shall be from _____.
7. The College agrees to furnish the space at a charge according to NSC Policy Agency agrees to carry workmen's compensation insurance providing coverage for employees of Agency utilizing College's facilities.
8. The college and its facilities shall be used only in accordance with federal, state, and local laws and shall not be used for the purpose of organizing or carrying out any unlawful activity.
9. The college and its facilities are provided primarily for the support of the regular educational functions of the college and the activities necessary for the support of these functions, which take precedence over any other activities.
10. The use of the College facilities does not include the use of staff, services or equipment unless special arrangements are made in writing in advance and will include additional fees.

11. There will be no eating or drinking in the College facilities unless special arrangements are made in writing in advance.
12. All College facilities are non-smoking.
13. The distribution of non-college publications notices, advertisements, literature or other communications are limited to certain approved campus sites. The College must approve all non-college publications prior to being displayed or distributed.
14. All non-sponsored, non-college organizations, groups, and individuals may be required to identify themselves and any products, information or materials being distributed as being neither sponsored by nor endorsed by the college. This disclaimer may be required to be prominently displayed at all times for the duration of the use.
This policy also applies to NSC employees (both full and part-time) using college space for personal non-college sponsored events.
15. Proof of liability insurance coverage of \$1,000,000 must be on file prior to the use of the facility.

IN WITNESS WHEREOF, the parties hereto have set their hands the year first set forth above at Henderson, Nevada.

RECOMMENDED TO:

**THE BOARD OF REGENTS, UNIVERSITY AND COMMUNITY COLLEGE SYSTEM
OF NEVADA on behalf of Nevada State College**

BY: _____

BY: _____

**Fred Maryanski, President
Representative**

Agency

DATE: _____

DATE: _____

—