

DEFINITIONS: As used herein, "USER" means the organization making the request.

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

The USER shall indemnify, defend and hold harmless the University of Hawai'i, 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 of Hawai'i and the State of Hawai'i, and their officers, employees, agents, or any person acting on their behalf for all attorneys' 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 two million dollars (\$2,000,000) for bodily injury liability arising out of each occurrence and in an amount of at least two million dollars (\$2,000,000) for property damage liability arising out of each occurrence. The University of Hawai'i and the State of Hawai'i, 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 a certificate of insurance verifying the existence of the necessary liability coverage, including the coverage of the University of Hawai'i and the State of Hawai'i, and their officers, employees and agents.

Non-institutional users of University facilities must clearly indicate in all promotional material that the program or activity is neither sponsored nor endorsed by the University of Hawai'i. Furthermore, such users shall operate the program or activity on a not-for-profit basis.

The USER will take full responsibility for:

- (1) any special preparation of facilities;
- (2) restoring furniture and equipment as originally arranged;
- (3) cleaning up all areas affected and disposing trash in outside dumpsters;
- (4) preventing use of intoxicants on the premises;
- (5) observing the Designated Smoking areas where indicated;
- (6) preventing games of chance on the premises;
- (7) maintaining law and order;
- (8) turning off equipment and lights in rooms, hallways, and restrooms before leaving;
- (9) insuring that persons attending this function will park only in authorized parking areas;
- (10) returning any key and remote controllers;
- (11) serving food and drinks outside of carpeted areas to minimize soiling.

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

In the event the USER has misplaced or lost the key(s) issued, the USER will be responsible for all costs to replace all necessary locks, duplication of keys, and services of a locksmith.

Please be advised that air conditioning may not be available for your event.

REMINDER: University policy is that users abide to the designated smoking areas, nor is it permissible to bring food or drink into any of the classrooms unless specifically approved by the University.

PAYMENT: Due in full seven (7) days before event date. Any additional charges incurred will be billed at the end of the event.

YOUR RESERVATION IS SUBJECT TO CANCELLATION DUE TO *SCHEDULING CONFLICTS* WITH THE UNIVERSITY OF HAWAII SYSTEM RESERVATIONS. UH EVENTS TAKE PRECEDENCE OVER ALL EXTERNAL RESERVATIONS.

I have read, understand, and agree to the above.

Signature

Authorized Position

Date