

**THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF
WESTERN NEVADA COLLEGE
FACILITY USE AGREEMENT**

This agreement, entered into this Ex.: 26th day of August 2013 by and between the Board of Regents of the Nevada System of Higher Education, on behalf of Western Nevada College, hereinafter referred to as "College" and CONTRACTING AGENCY, hereinafter referred to as "Agency."

WITNESSETH

Whereas, College is in possession of certain facilities located at
2201 West College Parkway, Carson City NV 89703

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

PROPOSED AGENCY ACTIVITY

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:

DAY(S) OF WEEK, TIME(S) OF DAY

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 ensure 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 START DATE to END DATE.
7. The College agrees to furnish the space at a charge according to WNC Policy 6-1-1, Rental Fees to the Agency.
8. Agency agrees to carry workmen's compensation insurance providing coverage for employees of Agency utilizing College's facilities.
9. 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.
10. 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.
11. 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.
12. There will be no eating or drinking in the College facilities unless special arrangements are made in writing in advance. Permission is hereby granted for the serving of box lunches herein.

13. All College facilities and property are non-smoking.
14. 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.
15. 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 WNC employees (both full and part-time) using college space for personal non-college sponsored events.
16. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO FORM CG20-10-11-85), signed by an authorized insurance company representative, must be submitted to WNC by attachment to the Certificate of insurance, to evidence the endorsement of WNC as an additional insured. The foregoing is waived in that Agency is another NSHE institution and self-insured to which no additional endorsement will apply.
17. Proof of liability insurance coverage of \$1,000,000 must be on file prior to the use of the facility. As an NSHE institution, any liability of Agency is limited pursuant to NRS 41.0305 to NRS 41.039, and College accepts NSHE coverage for all insurance provisions herein.

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

RECOMMENDED TO:

THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION on behalf of Western Nevada College

BY: _____
Jeffrey Erickson, Interim Facilities Director

DATE: _____

BY: _____
Agency Representative

DATE: _____