

Rental Agreement

Facilities Use by External Entities

Rental Agreement

A rental agreement is required when University of Colorado Denver | Anschutz Medical Campus (“University”) space / facilities are used by external entities. This agreement contains the following sections:

1. **Requesting Organization** - Information is provided about the requesting organization to establish of the purpose of the event and to determine its relationship to the University.
2. **University Sponsor** - When space is rented by an external entity, a University Sponsor Department name and signature is required. The person signing for this approval must have signature authority on the departmental speedtype. If the external entity fails to pay for any charges arising from the use of the facility or existence of event attendees, the University cosponsor will be responsible for the charges. Sponsoring Department is required to attend and manage the event and act as the official representative of University Sponsoring Department.
3. **Terms of the Agreement** - This section lists the conditions and requirements for using the University facilities.
 - a. **Certificate of Insurance** - A Certificate of Insurance is required which proves insurance coverage by the external party. In the case of a private citizen or an external party where commercial general liability insurance does not, and could not exist, the insurance certificate may be waived at the discretion of the University Risk Management Office. Email confirmation by a Risk Management Office representative is required to either substantiate the adequacy of the insurance certificate provided or the waiver of insurance.
 - b. **Approvals** - Approval must be obtained in advance, in writing and is contingent on meeting all requirements established under this policy. The Chancellor or designee must also approve use of the facilities.
 - c. **Indemnification** - An indemnification and hold harmless clause is included in the contract below. This assures that the risk and liability associated with use of University space / facilities or equipment under this policy will be borne by the user.
 - d. **Rental Rates** - Rental rates are set at a level that considers full direct and indirect costs including facilities and equipment amortization associated with the use of the facilities or equipment and also considers the on-going comparable rental rates of equivalent space in the community. Rates may also include sales tax when applicable.
 - e. **Adequate Notification** - The rental of space by external entities affects many departments at the University. It is the responsibility of the Sponsoring Department to be sure that the Facilities Operations Department and University Police are notified of all events. If additional parking is required for the event, the Parking Office must also be notified.

- f. Outdoor Activities - The use of stages, grandstands, tents, and fireworks require approval and permits under local fire department codes. Included within these codes are limitations for occupancy and safe means of egress. While open flames are allowed for cooking, local fire permits are required for the use of out-of-doors flame-producing heating devices. Also see related policy in the suite of campus space policies titled "Access and Use of Building Patios, Balconies, Decks and Roofs".

See Contract Next Page

CONTRACT
FOR USE OF UNIVERSITY OF COLORADO DENVER |
ANSCHUTZ MEDICAL CAMPUS
FACILITIES BY EXTERNAL ENTITIES

External Entities may schedule rooms at the University of Colorado Denver | Anschutz Medical Campus provided that all campus commitments for space have been met and that a University representative is cosponsor for the event. University property may not be used for commercial, personal, or private financial gain or for commercial advertising, nor may University property be used for fund raising that is unrelated to the University. Space may not be reserved by a non-University organization for an event to which admission will be charged. (See terms of agreement below)

Requesting Organization:

Name: _____

Room(s) Requested: _____ Date of Event: _____

Time of Event: _____ to _____
(start time) (end time)

Purpose of Event: _____

Do you intend to invite the public to this event? Yes/No (circle one)

Email Address: _____ Phone Number: _____

Contact Person Name (print): _____

Billing Address: _____

Does the University or any of its employees have any financial interest in the company or organization for which use of University space, equipment, or human resources is requested? Yes/No (circle one)

If yes, please describe the nature of the financial interest. _____

Does the organization or individual provide any tangible or intangible benefit to the University? Yes/No (circle one)

If yes, please describe the nature of the benefit. _____

Special considerations associated with this request. _____

Will Admission be charged for the event? Yes/No (circle one)

If yes, please describe how this activity benefits University students and or faculty _____

The Requesting Organization agrees to be bound by the terms and conditions of this Agreement as set forth below as the user of the University space:

Signature: _____
Name _____ Date _____
(print): _____
Title _____
(print): _____

University Sponsoring Department

Department Name: _____

Contact Person Name (print): _____

Speed Type Number: _____

Email Address: _____ Phone Number: _____

Person
Attending
Event (print): _____
(Acting as Official Representative of Sponsoring Department)

Email Address: _____ Phone Number: _____

Approval
Signature: _____
Name _____ Date _____
(print): _____
Title _____
(print): _____

(Sponsoring Departmental Approval - Chair / Director / or Departmental Administrator)

Terms of this Agreement:

1. The user agrees to abide by and follow any and all applicable University and campus rules and policies including but not limited to the requirements and restrictions set forth in the University administrative policy "Use of UC Denver Facilities By External Entities", a copy of which is attached.
2. The user hereby agrees to indemnify and hold harmless the Regents of the University of Colorado, a body corporate, its officers, administrators, agents, employees and students from and against any and all claims or demands, or damages in any way arising from the use of University space, including but not limited to the existence of event attendees on the University campus. Indemnification is not limited, and includes any liability or payment (including costs and attorney fees) by reason of any damages or bodily injury

(including death) sustained by any person or persons or on account of damage to property including the loss of the use thereof arising out of or in connection with this agreement. Further, as part of this indemnification, user agrees not to serve or have available alcoholic beverages while at the University unless the service is compliant with the University's policy, "Alcohol".

3. The user shall attach a "Certificate of Insurance" evidencing all required coverage prior to entering University premises. The Certificate of Insurance shall reflect "The Regents of the University of Colorado, a body corporate" as an Additional Insured. In the case of a private citizen or unorganized entity, where commercial general liability insurance does not, and could not exist, the insurance certificate may be waived at the discretion of the University's Risk Manager.

The user shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverage set forth below:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

User agrees to be responsible for all costs associated with the use of the facility, including but not limited to costs to clean the facility and/or any damage arising from the use of the facility or existence of event attendees on the University campus. If the external organization named above fails to pay for any charges associated with this event (e.g. room rental, environmental services, maintenance, audio-visual, security, parking costs of the cost of repairing any damages that occur during the event) the Sponsoring Department will be responsible for the charges.

4. The user shall advise all participants and attendees, especially in any written materials, that they do not represent the University and are not acting on behalf of the University. The user shall not use the University's name or marks without prior approval.
5. No external publicity, news release or advertising (via newspapers, television ads or radio announcements) will be released by the external organization to secure the public audience without approval from UC Denver Office of Public Relations. This does not include website information, brochures developed to send to registrations or website information used for registration or dissemination of specific conference information to registrants.
6. The Sponsoring Department named above will ensure that all internal arrangements are appropriately handled. If the room(s) is (are) obtained through Educational Support Services, a checklist will be provided.
7. The University reserves the right to preempt individuals or groups for University events. Once a confirmation for a room reservation is sent to the sponsoring department, there is a strict no-bumping policy for the reservation except in the event of an absolute emergency. A pre-emption can be determined only by the Chancellor of the University.
8. Alcoholic beverages may be served only as provided by campus policy 3050, *Alcohol Service*.

Certificate of Insurance:

Insurance Certification provided? Yes/No (circle one)

Request Risk Management waiver of insurance? Yes/No (circle one)

(Educational Support Services – Attach Risk Management Email Confirmation)

Approval:

Finance Office / Educational Support Services (ESS):

Approved / Denied (circle one)

Approval
Signature:

Date

Name
(print):

Title
(print):
