

MASTER RENTAL AGREEMENT
For the Temporary Use of Facilities by The University of Arizona

(List name of Landlord)

hereinafter "Landlord," hereby agrees to lease:

(List Location of Facility to be Used, i.e. Name of School or Building)

(List Specific Facility to be Used, i.e. Room #'s, hereinafter Premises)

to the Arizona Board of Regents on behalf of The University of Arizona,

hereinafter "Tenant," for the use of the following University Department:

(List University Department)

Landlord Contact Person and Telephone Number: _____

Tenant Contact Person and Telephone Number: _____

The leased premises are to be used by the Tenant for the following purposes only: _____

USAGE DATE(S): _____

Time(s)From: _____

To: _____

(Use additional sheet, if necessary.)

RENTAL CHARGE: (List rental charge and charges for any extra services. Use additional sheet, if necessary.)

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

Total \$ _____

PAYMENT: Rent is payable by _____, 20__.

Make check payable to: _____

Send payment to: _____

1. Executed Agreement must be submitted to Landlord at least _____ days prior to usage date.
2. No alcoholic beverages are allowed on premises. No smoking is allowed on the premises.
3. Landlord shall have access to all facilities at any and all times.
4. Premises and all personal property of Landlord are to be accounted for and left in as good condition as received. Tenant's property is to be removed from the premises no later than twenty-four hours after the use of the premises.
5. No lighting, wiring, or scenery is to be changed except by special permission from the Landlord; and, when special permission is granted, such lighting, wiring, or scenery must be replaced as directed at the expense of the Tenant.
6. The program of speakers, plays, or amusements to be produced must be submitted and approved by Landlord within ___ days prior to the event. If Landlord takes no action, it shall be deemed approved by Landlord.
7. Any advertising for the promotion of the program, such as newspaper releases, posters, tickets, and handbills, must indicate the sponsoring agent.

8. The parties recognize that the Tenant participates in the Arizona State Risk Management Program under Arizona Revised Statute §41-621 and upon request, the Tenant shall make available to Landlord a certificate of insurance with any liability insurance coverage available under Arizona Revised Statute §41-621.
9. Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.
10. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
11. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133
12. Either party may cancel this Agreement by giving the other party _____ days written notice.
13. This Contract is subject to cancellation pursuant to the provisions of Arizona Revised Statute §38-511 regarding Conflict of Interest.
14. The Landlord agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Landlord agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
15. Landlord shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
16. As required by ARS §§ 35-393 to 35-393.01, Landlord certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.¹

¹ Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This provision (Participation in Boycott of Israel) is not a mandatory part of the Contract as long as the injunction remains in place.

THIS AGREEMENT IS NOT VALID AND FACILITIES WILL NOT BE MADE AVAILABLE UNTIL SIGNED BY BOTH PARTIES.

**TENANT:
ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA**

LANDLORD:

By: _____

By: _____

Date: _____

Print Name: _____

Date: _____

NOTE: Allow a minimum of two weeks for the issuance of a certificate of insurance from the Arizona State Risk Management after the Agreement has been signed by Landlord.