



UNIVERSITY OF PHOENIX CLASSROOM USE AGREEMENT

This Classroom Use Agreement ("Agreement") is made and entered into on this _____ day of _____, 20__ between University of Phoenix, Inc., an Arizona corporation, located at 4615 E. Elwood Street, Phoenix, Arizona 85040 (hereinafter "UNIVERSITY") and Gadsden Independent School Dist., a Corporation (hereinafter "Renter"), collectively, the "Parties".

WHEREAS, UNIVERSITY is an educational institution offering undergraduate and graduate degree programs, computer information systems and technology programs, as well as teacher and continuing education courses;

WHEREAS, Renter desires to offer professional development [insert type of training here] in space occupied by UNIVERSITY, or one of its affiliates or subsidiaries (hereinafter "the Space");

WHEREAS, UNIVERSITY is willing to grant Renter limited rights to use the Space referenced in the applicable Space Attachment for educational purposes subject to the terms of its written Master Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Renter acknowledges that this Agreement is subject and subordinate to the applicable UNIVERSITY Master Lease.

2. UNIVERSITY hereby grants to Renter a non-exclusive right to occupy, for educational and instructional purposes only, the Space at the specific times on the specific dates listed on the attached Space Attachment(s). During Renter's use of the Space during the term of this Agreement, UNIVERSITY shall make available restrooms, parking areas, and common building areas for use by Renter, its faculty, and students. UNIVERSITY shall additionally provide all necessary services to the Space and common building areas including the following:

- a. air conditioning, heating, and ventilation;
- b. electric current for lighting purposes, operation of small business machines, and classroom equipment;
- c. janitorial and maintenance service; and
- d. water service.

UNIVERSITY shall not be liable for an interruption or failure of the above services which occur for reasons other than the gross negligence or willful misconduct of UNIVERSITY, its agents or employees.

3. **FEEES AND CANCELLATION:** The fee schedule for Space Attachments under this Agreement is as listed on the applicable Space Attachment(s). At the end of each month, UNIVERSITY shall send Renter an invoice for Renter's space usage across all UNIVERSITY locations in that month. Renter shall remit payment to UNIVERSITY upon receipt of such invoice. The Renter fee for any Space rental will be refunded only if the Renter cancels by written notice given to UNIVERSITY at least five days (5) in advance of the start date as specified in the applicable Space Attachment. Notwithstanding the foregoing, University agrees to waive such advance cancellation requirement in the event that interruption or failure of services, or inaccessibility of common areas, materially interferes with Renter's use and occupancy of a Space for the time and purposes intended, and shall pro-rate the fees

based on such interference. Further, if, and in the event UNIVERSITY, in its sole discretion, deems it necessary to utilize any Space specified in any Space Attachment, UNIVERSITY shall provide the Renter a five (5) day written notice of cancellation of such Space Attachment(s). In such an event, Renter will only be responsible for paying for: a) its use of the non-cancelled Space specified in the Space Attachment and b.) its pro-rated use of the cancelled Space.

4. Renter agrees that it shall:

- a. comply with all obligations imposed by applicable provisions of federal, state, county and municipal codes materially affecting health and safety, which relate to Renter's use and occupancy of the Space except for matters for which UNIVERSITY is responsible pursuant to the terms of this Agreement.
- b. place all waste in the waste receptacles provided by UNIVERSITY for removal from the premises.
- c. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises.
- d. not deliberately or negligently destroy, deface, damage, impair or remove any part of the Space or premises of UNIVERSITY, or knowingly permit a person to do so.
- e. not exceed the maximum occupancy designated in the applicable Space Attachment for using the Space without the express written consent of UNIVERSITY.
- f. conduct itself in a manner that will not disturb UNIVERSITY, its students, faculty, staff and their business invitees of peaceful enjoyment of the UNIVERSITY premises.
- g. make no alterations, changes, repairs or replacements in the designated rooms or the furniture or furnishings contained therein,

without obtaining the prior written consent of UNIVERSITY.

- h. surrender the designated Space peacefully at the expiration of each period of occupancy and restore the Space to the condition and order in which it was found at the time each use is commenced.
- i. enforce UNIVERSITY'S no smoking policy within the building(s) subject to this Agreement.
- j. not have any License to use the Space beyond the term specified in the applicable Space attachment.

Should Renter fail to comply with any or all of the foregoing conditions, UNIVERSITY may immediately terminate this Agreement and keep the entire fee paid by Renter. Should Renter hold-over beyond the term specified in the applicable Space Attachment, UNIVERSITY, in its sole discretion, may terminate this agreement and remove Renter from the Space.

5. Renter shall be responsible for all damages, other than normal wear and tear to the Space, the furniture and furnishings contained therein, and to the entire premises caused by Renter's faculty, staff, students, agents, employees, contractors, or attendees and agrees that the cost of repairing the same shall be paid immediately. Where applicable, Renter hereby grants to UNIVERSITY the right to charge Renter's credit card for any such repairs required.
6. Renter shall not assign this Agreement nor sublet Renter's interest created hereunder. Any assignment or sublet of Renter's rights under this Agreement shall be void and subject Renter to liability for any and all damages for the breach of this Agreement.
7. Renter hereby agrees to defend by counsel acceptable to UNIVERSITY, indemnify and hold UNIVERSITY harmless from and against any and all damages, loss, liability and expense, including without limitation, attorneys fees and

legal costs suffered directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons, including Renter, for damage, loss or expense due to, but not limited to, bodily injury or property loss or damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Space, adjacent areas or premises by the Renter, or which arises out of, is occasioned by, or is in any way attributable to the willful or negligent acts or omissions of the Renter's faculty, staff, students, agents, employees, contractors, or attendees brought onto UNIVERSITY'S premises by the Renter.

8. Renter, at its own expense, will maintain for the duration of this Agreement, and furnish to UNIVERSITY, a Certificate of Insurance, acceptable in content and format to UNIVERSITY, which evidences the following minimum insurance requirements: (a) Bodily injury liability- \$1,000,000 (each occurrence), (b) Property Damage Liability - \$1,000,000 (each occurrence). UNIVERSITY shall be named as additional insured on all applicable policies and shall receive thirty (30) day written notification of any changes to or cancellation of Renter's insurance policy (ies). UNIVERSITY shall be responsible to maintain appropriate types and amounts of insurance for its respective interests arising out of or related to this Agreement.
9. Renter shall make no claim for recovery against UNIVERSITY and expressly waives any right of recovery, on behalf of its agents, employees, attendees, or any of its contractors, for damage to or loss to the Space, any improvements thereon, and contents therein, which damage or loss may arise by fire or any other peril.
10. Notwithstanding any other provision of this Agreement, if and in the event that the UNIVERSITY Master Lease or any extensions or renewals thereof that governs UNIVERSITY'S use of the Space is terminated for any reason whatsoever, then this Agreement shall simultaneously terminate, and Renter shall have no further rights under this Agreement.

and expressly waives any claims to damages it may have, (of whatever nature), arising out of or related to such termination.

11. Either party may terminate this Agreement at any time by giving ninety (90) days written notice of cancellation to the other.
12. Any notice required or permitted to be given shall be in writing and may be given by personal delivery or certified mail, and shall be deemed given on the date of service if served personally or by facsimile transmission followed by the original letter sent by mail or upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt if mailed in accordance herewith and addressed to UNIVERSITY or Renter at the addresses set forth below. Either party may, by notice, given in accordance herewith to the other specify a different address for notice purposes.

University of Phoenix (UNIVERSITY):

New Mexico Santa Teresa Campus
1270 Country Club Rd
Santa Teresa, New Mexico 88008
505-589-0116

RENTER:

Gadsden Independent School District
P.O. Drawer 70
Anthony, NM, 88021
Attention: Cynthia Nava, Assoc. Supt.
Telephone: 505-882-6281
Facsimile: 505-882-6727
email: cnava@gisd.k12.nm.us

13. This Agreement, including all Exhibits hereto, contains the entire Agreement of the parties with respect to any matter mentioned herein. No prior agreement or understanding, whether written or oral, pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

14. In the event that any portion of this Agreement is held to be void or unenforceable, the other portions of this agreement shall remain in full force and effect, and the void or unenforceable portion shall be renegotiated by the Parties so as to carry out the original intent to the maximum extent possible.
15. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by the other party of the same or any other provision.
16. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.
17. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
18. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.
19. Renter may not use the University of Phoenix's trade name, trademarks or service marks in any way or manner without the University's prior written permission.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

UNIVERSITY:

RENTER:

UNIVERSITY OF PHOENIX

Gadsden Independent School District

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

SPACE ATTACHMENT I

Room Rental

One Room \$ 25.00
Four or more rooms \$ 100.00

*NOTE: Campus staff is not available for administrative assistance.
*NOTE: Copy / Fax machines are not available for client usage.

Company Information (Please print or type)

Company Name: _____ Phone No. _____
Billing Contact: _____
Billing Address: _____
Local Campus Contact: _____

Campus:		CAMPUS ADDRESS					
Rental Date	Hours	Room #	People #	Equipment	Other fees	Rental fee	Total

When/if noting the location of these classes on promotional materials or your website, please specify the location to be: University of Phoenix – Thunderbird Building.

By: _____ Date: _____

Printed Name: _____

Title: _____