

Exhibit A

**Facilities Use Agreement  
Sullivan Conference Center**

THIS FACILITIES USE AGREEMENT (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_, 2014, by and between the UNIVERSITY OF HAWAI‘I, a body corporate and state university of the State of Hawai‘i, whose business address is 2444 Dole Street, Bachman Hall, Honolulu, Hawai‘i 96822 (“UH”), for the benefit of its University of Hawai‘i at Mānoa (“UHM”), University of Hawai‘i Cancer Center (“UH Cancer Center”), whose business address is 701 Ilalo Street, Honolulu, Hawai‘i 96813, and \_\_\_\_\_, a \_\_\_\_\_, whose business and mailing address is \_\_\_\_\_ (“User”).

1. **Premises.** This Agreement covers the User’s use of the Sullivan Conference Center (“SCC”) which consists of approximately 2823 square feet and is situated within the new UH Cancer Center facility in Kakaako, Honolulu, Hawai‘i, and as shown on the location and layout maps attached hereto as **Attachment 1** and incorporated herein by reference (“Premises”).
2. **Use Area.** The portion of the Premises that the User is authorized to use under this Agreement is marked on the map attached hereto as Sullivan Room and incorporated herein by reference (“Use Area”). The User if needed is authorized to use the immediate areas surrounding the SCC.
3. **User.** The User is (circle one of the following): (a) a UH department, college, office, or program (collectively the “UH Users”), (b) a UH affiliated organization (registered student, faculty, or staff organizations, campus chartered organizations, the University of Hawai‘i Foundation, and The Research Corporation of the University of Hawai‘i (collectively the “UH-Affiliated Users”), (c) an organization without UH affiliation and a not for profit organization (e.g., conducting charitable, civic, community, cultural, governmental, or educational activities), or (d) an organization without UH affiliation and a for profit or commercial organizations with UH/Cancer Center sponsorship.
4. **User representation.** User hereby confirms that User has completed the application/reservation form for use of the Premises (a copy of which is attached hereto as **Attachment 2** and incorporated herein by reference) and all information contained therein is true and correct. If UH discovers or learns that any such information is not true and correct, UH may immediately terminate this Agreement and hold User responsible for all applicable fees and charges, including, without limitation, any cancellation or termination charges.
6. **Usage fees.** User shall pay the following fees and charges for use of the Use Area during the Use Times: **Attachment 3**. The User shall also be required to pay UH for any extraordinary charges, after-hours usage, late fees, and other charges that are incurred for User’s use of the Use Area beyond or outside of the authorized Use Times. Extraordinary charges include accelerated take down, set up, cleanup, and restoration charges, extended use fees for Use Area, and any special arrangements such as arranging for: (a) extra UH Cancer Center staffing, including the presence of the SCC Coordinator, the UH Cancer Center facilities manager, electricians, plumbers, and/or custodians, (b) the use of any audio, visual, acoustic, and lighting equipment not currently available at the Use Area, (c) the use of any internet, data transmission, or electronic alert or notification services not currently available at the Use Area, and (d) additional security services that require screening of attendees, participants, and workers and are necessary to secure areas of the UH Cancer Center Facility and the JABSOM facilities outside of the Use Area.
7. **Food service.** Serving of food and/or beverages must be approved by and coordinated with the SCC Coordinator. Food service within the SCC is permitted if the room is set up in classroom or banquet configuration. Food and beverages must be served and consumed outside of the SCC if the room is configured for theater seating. Food and beverage tables will be set-up outside of the SCC, unless otherwise authorized by the SCC Coordinator. Arrangements for food service with the UH Vendor or other vendor authorized by the SCC Coordinator are the responsibility of the User. UH or UH Cancer Center shall not be a party to such food service agreements/arrangements but such agreements/arrangements shall be subject to the terms of this Agreement, including obtaining the SCC Coordinator’s written approval of such agreements/arrangements.
8. **Serving of alcohol:** The User may not serve or make available any alcoholic beverages unless and until the User receives approval on the UH Request for Service or Sale of Alcoholic Beverages form by the Office of the UH Vice Chancellor for Administration, Finance and Operations. The User shall provide the original approved form to the SCC Coordinator at least seven days prior to the User’s event. The User shall:
  - a. **Provide evidence of compliance with laws.** Provide UH and the SCC Coordinator at least seven (7) days in advance of the Use Times written evidence of compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, and directives of any federal, state, or county governments (collectively “Applicable Laws”), particularly with respect to the serving of alcoholic beverages within the Use Area;
  - b. **Comply with UH and the Cancer Center rules and policies.** Comply with all applicable UH and UH Cancer Center rules, policies, and guidelines relating to the serving or making available of alcohol; and

- c. Indemnify and defend UH. Indemnify, defend, and hold harmless the UH, UH Cancer Center UH Cancer Center, and the State of Hawai‘i, from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH) arising from any incident or accident involving any attendee or participant in User’s use of the Use Area, regardless of whether such incident or accident occurs within the SCC, the UH Cancer Center, UH property, or elsewhere. User agrees for purposes of assessing responsibility or liability under any Applicable Laws or otherwise, that User shall be the “host” or the party responsible for serving alcoholic beverages at the SCC.
9. Comply with Applicable Laws. In using the Use Area, User shall comply with all Applicable Laws and all applicable UH and UH Cancer Center rules, policies, procedures, and guidelines relating to the use of the UH Cancer Center Facility, the SCC, the Premises, and the Use Area.
10. User responsibility for attendees. User shall be responsible for the conduct of all of those involved with the User’s use of the Use Area, including, without limitation, all attendees and participants and all members of its organization assisting with the planning, arrangements, and carrying out of User’s event or use of the Use Area. Smoking of any substance in any form (whether cigarettes, cigars, or e-cigs) anywhere within the UH Cancer Center Facility, the Premises, and/or the Use Area is prohibited. The Kakaako campus is a non-smoking campus.
11. User responsibility for cleanup. User shall be responsible, at User’s sole cost and expense, for cleaning up and restoring the Use Area to the condition it was in before User’s use of the Use Area, in accordance with the guidelines furnished by the SCC Coordinator, immediately following the end of User’s event. The User’s Use Times shall include time necessary to complete such cleanup and restoration of the Use Area. If User has scheduled consecutive multiple dates of use, User may not be required to complete such cleanup and restoration after the end of each day of use if User obtains the SCC Coordinator’s prior written approval and pays UH the cost of securing the Use Area during the authorized Use Times. This responsibility shall include moving and rearranging the furniture and furnishings to its original condition or such condition as may be directed by the SCC Coordinator.
12. User responsibility for damage. User shall be responsible, at its sole cost and expense, for repairing any damage to the UH Cancer Center Facility, the Premises, and the Use Area that is caused by or attributable to User’s use of the Use Area, the Premises, and/or the UH Cancer Center Facility. In effecting such repairs, User acknowledges that User will need to obtain the SCC Coordinator’s prior written approval for any such repairs (which may need to be coordinated with other UH and UH Cancer Center personnel responsible for the maintenance and upkeep of the UH Cancer Center Facility). Depending on the extent of the necessary repairs, UH may need to have such repairs performed and completed, all at User’s cost and expense, and User may be required to deposit the estimated cost of such repairs with UH before the commencement of any repair work and pay any additional costs incurred upon demand from UH. Initial payment to repair any such damages shall be made within fourteen (14) days after the end of the User Dates.
13. Security. User shall, at its sole cost and expense, pay UH for providing additional security guards for the User’s use of the Use Area during the Use Times, with the number of security guards and level of security to be determined by the SCC Coordinator depending in part on the identities and expected number of attendees and participants. User acknowledges that UH Cancer Center, in conjunction with the UHM John A. Burns School of Medicine (“JABSOM”) has made arrangements for security guard services with a vendor (“Security Vendor”) covering the UH Cancer Center and JABSOM facilities and that User may be required to make security guard arrangements with the Security Vendor for User’s use of the Use Area. User also acknowledges that if UHM campus public safety, who provide campus police services for the UH Cancer Center and JABSOM facilities, are required to respond to the User’s event or use of the Use Area, User shall be responsible for any costs of such response attributable to User and/or User’s event or use of the Use Area.
14. **Promotional materials. User shall obtain the SCC Coordinator’s prior approval for all promotional material to be used by User to market or publicize the User’s event or use of the Use Area, including, without limitation, the meeting or conference agenda, program information, and all information regarding the User’s event or use of the Use Area that will be uploaded to or available electronically in any form (e.g., website, twitter, Instagram, facebook, etc.). Unless otherwise approved in writing by the SCC Coordinator, User’s promotional materials shall clearly indicate that the User’s event or use of the Use Area is not sponsored or endorsed by UH or the UH Cancer Center.**
15. Termination. If User fails to perform any of its obligations hereunder, as may be determined by UH, UH may immediately terminate this Agreement and hold User responsible for all applicable fees and charges, including, without limitation, any cancellation or termination charges, cleanup and restoration charges, and extraordinary charges. Notwithstanding any such termination, User’s payment obligations and obligations to indemnify, defend, hold harmless, and provide and maintain insurance will survive and continue with respect to any claims or matters arising or occurring prior to such termination.
16. Non-UH Users. All Users other than UH Users and UH-Affiliated Users, on behalf of the user and all of their directors, officers, employees, consultants, contractors, invitees, guests, agents, representatives, and any person acting for or on their behalf (collectively the “Non-UH Users”) shall, at its sole cost and expense, meet and fulfill the following requirements, to UH’s reasonable satisfaction,

- Liability insurance coverage. Maintain commercial general liability or comprehensive general liability insurance with minimum policy limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury and property damage (collectively the “Liability Coverage”);
- Workers compensation insurance. Maintain worker’s compensation and employer’s liability insurance coverage in compliance with applicable Hawai‘i law if the applicant has employees who will be working the User’s event at the SCC;
- Furnish certificate of insurance. Provide a duly executed Certificate of Insurance (COI) to the SCC Coordinator at least two weeks prior to the Use Times certifying that User has obtained the insurance coverage required under this Agreement from an insurer reasonably satisfactory to UH, and who is licensed and authorized to do business and issue insurance coverage in the State of Hawai‘i;
- UH and State as additional insureds. The COI shall name UH and the State of Hawai‘i as additional insureds on the Liability Coverage and contain a statement that the insurer waives any subrogation rights against the UH and the State of Hawai‘i and that any in insurance maintained by the University of Hawaii and/or the State of Hawaii will apply in excess of, and not contribute with, insurance provided by User under this Agreement.
- No material change without UH notice. The COI shall specify that the insurance policy or policies cannot be cancelled or materially changed without providing the UH and State of Hawaii at least 30 days prior written notice. User shall provide UH with at least two (2) business days’ notice of User’s act or omission that could result in the cancellation, termination or material change in any insurance policy, including User’s failure to make any required premium payments.
- User to indemnify and defend. User shall indemnify, defend, and hold harmless UH and the State of Hawai‘i, from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH), including claims for property damage, personal injury, or death, by whomsoever brought, arising from any accident or incident arising out of or connected with User’s use of the Use Area and User’s performance or non-performance under this Agreement, including failure to comply with any Applicable Laws and UH rules, policies, procedures, and guidelines. If UH and/or the State of Hawai‘i and any of their officers or employees are required to incur costs and expenses in defending themselves against any claims, actions, or matters for which User is required to provide a defense, User shall reimburse UH, the State of Hawai‘i, and any of their officers and employees for any such defense costs and expenses so incurred, upon receipt of written demand therefor.
- Insurance coverage will not limit User liability. User acknowledges and agrees that User’s purchase or maintenance of the required insurance coverage hereunder shall not relieve or otherwise limit User’s liability hereunder or to fulfill User’s obligation to indemnify, defend, and hold harmless UH and the State of Hawai‘i under this Agreement and User shall be obligated to pay the full and total amounts necessary to cover all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses that are as part of User’s indemnity, defense, and hold harmless obligations under this Agreement.

IN WITNESS WHEREOF, User and UH Cancer Center have, by their duly authorized officers, duly executed and entered into this Agreement on the day and year first above written.

USER:

UNIVERSITY OF HAWAI‘I CANCER CENTER:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_