



**CITY CLERK  
ORIGINAL**

**C-10148  
07/08/15**

**GRAND CANYON UNIVERSITY™**

Office of General Counsel, 3300 W. Camelback Road, Phoenix, Arizona 85017, 602-639-6658

**Facility Use Agreement**

AGREEMENT between Grand Canyon University, hereinafter called "Licensor", and the hereinafter called "Licensee".

It is agreed that the respective parties accept the general conditions specified in this agreement.

Facility: College Of Education 33-203 Classroom  
 Date(s) of use: Thursday, July 30, 2015  
 Event Name: Glendale Police Department Retreat  
 Total cost: \$0  
 Deposit of \$ 0 due with signed agreement.  
 (Additional charges may apply)  
 Time: 8:00am-5:00pm  
 Details: \_\_\_\_\_

Contact name: Veronica Steele  
 Address: 6835 N. 57th Drive  
 City, State, ZIP: Glendale, AZ 85301  
 Phone: 623-930-3059  
 Fax: 623-931-2103  
 Email: vsteele@glendaleaz.com

Facility	Quantity/Dates	Duration	Cost
COE 33-203 Classrom	7/30/2015	8:00am-5:00pm	\$0

1. The sale, possession or use of alcoholic beverages is prohibited without prior written approval of Licensor.
2. Concession rights (if any) are retained by Licensor unless stated otherwise in this agreement.
3. No structure is to be altered without written permission of Licensor's designee. When such changes are allowed, the property must be restored to original condition at the expense of the Licensee. All extra properties are to be removed immediately following the event/performance.
4. Indemnity: Licensee agrees to completely indemnify Licensor and to protect and save harmless Licensor from and against all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, judgements, costs, penalties, taxes, assessments, charges, attorney's fees and other expenses of every nature and character which Licensor suffers or incurs or to which it may be subject or for which it may be liable. If Licensor in its sole discretion pays any amounts by reason of any of the matters described above, Licensee shall reimburse Licensor within 15 days of notice of such payments by Licensor. If Licensee does not reimburse Licensor within 15 days of such notice, Licensee will reimburse Licensor for such payments together with interest thereon at the rate of 12% per annum from the date of the payment of any such amount by Licensor.
5. Licensor reserves the right to refund any advance deposits and cancel this agreement should Licensor's administration decide that the function/use is not in the best interest of the University.
6. The Licensee must cover itself and the Licensor with insurance coverage, the limits of which shall be \$1,000,000/\$3,000,000 for bodily injury/ property damage liability as well as automobile liability covering any owned, non-owned, borrowed, leased, or hired autos with a limit of \$1,000,000 combined single limit per accident. This coverage will also include a waiver of subrogation clause in favor of Licensor. A certificate of insurance providing evidence of required coverage limits, and naming Licensor as an additional insured must be submitted in advance of use.
7. All fees for usage are due on the day of the event/performance unless other arrangements are agreed to by Licensor.
8. Individual scheduling use of the facility must be 18 years of age or older and must be in attendance throughout the scheduled time. An Authorized representative for a requesting group shall sign the rental form and the signature shall be considered acknowledging and agreeing to the policies and regulations in regard to the use of the facility on behalf of the group.
9. All cancellations must be received no later than thirty (30) days prior to the scheduled use of the facility on weekends (Friday night through Sunday night) and not later than ten (10) days prior to the scheduled use on weekdays. Licensees not in compliance with this policy will forfeit their deposit. Rental fees will be refunded.
10. All trash is to be placed in the trash containers prior to exiting the facility by Licensee.
11. Groups or organizations using the facilities shall not be allowed access to the facilities prior to their scheduled time and must clean up and vacate the premises no later than the indicated time on their contract.
12. Events shall be confined to the specific part of the facility assigned to the Licensee.
13. Failure to comply with any of the stated policies may result in the forfeiture of the Licensee's right to utilize GCU Facilities in the future.

**Cancellation Policy**

All cancellations must be received no later than thirty (30) days prior to the schedule event. Cancellations must be made in writing via email or fax to [eventservices@gcu.edu](mailto:eventservices@gcu.edu) or 602-589-2990. Licensee not in compliance with this policy will forfeit the deposit.

**Final Billing**

Final attendance numbers must be submitted to Event Coordinator no later than ten (10) business days prior to event start date. Final invoicing will be based upon these numbers.

**Deposits and Payments**

May be made by credit card: VISA, MasterCard, Discover Card, American Express or by check payable to Grand Canyon University and directed to Event Services at the address on the agreement.

**Credit card information:**

Name: n/a  VISA  Mastercard  Discover Card  American Express

Credit card number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Billing address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

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

The above is hereby agreed to by the undersigned representatives:

For: <u>Glendale Police Department Retreat</u>	For: <u>Glendale Police Department Retreat</u>
Licensor: <u>Grand Canyon University</u>	Licensee: <u>Glendale Police Department</u>
Date: <u>July 8, 2015</u>	Date: <u>July 8, 2015</u>
Signature: <u>Sabrina Peoples</u>	Signature: <u>Debra Black</u>
Printed name: <u>Sabrina Peoples</u>	Printed name: <u>Debra Black</u>
Title: <u>Campus Scheduling Supervisor</u>	Title: <u>Police Chief</u>

Please sign and return one copy of the agreement. Retain one copy for your records.

Approved as to form

[Signature]  
City Attorney

**TEST:**  
[Signature]  
City Clerk

**PRODUCER**

ALLIANT INSURANCE SERVICES, INC.  
 P.O. Box 6450  
 Newport Beach, CA 92658-6450  
 License No. 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Ph (949) 756-0271 / Fax (949) 756-2713

**COMPANIES AFFORDING COVERAGE**

INSURED

CITY OF GLENDALE, AZ  
 5850 W. GLENDALE AVE, SUITE B56  
 GLENDALE, AZ 85301

COMPANY LETTER	<b>A</b>	TECHNOLOGY INSURANCE COMPANY
COMPANY LETTER	<b>B</b>	
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	TPP1014257 04  Subject to \$1,000,000 SIR	07/01/2015	07/01/2016	GENERAL AGGREGATE	\$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	
					MED. EXPENSE (Any one person)	
A	<b>AUTOMOBILE LIABILITY</b>	TPP1014257 04  SUBJECT TO \$1,000,000 SIR	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				STATUTORY LIMITS	
	<input type="checkbox"/> OTHER				EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

AS RESPECTS USE OF GRAND CANYON UNIVERSITY LOCATED AT 3300 W. CAMELBACK ROAD., PHOENIX, AZ 85017 FOR GLENDALE POLICE DEPARTMENT RETREAT JULY 30, 2015.  
 GRAND CANYON UNIVERSITY IS NAMED AS ADDITIONAL INSURED SOLELY WITH RESPECT TO GENERAL LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED PER ATTACHED ENDORSEMENT.

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

GRAND CANYON UNIVERSITY  
 3300 W CAMELBACK ROAD  
 PHOENIX, AZ 85017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
SPECIAL EXCESS LIABILITY POLICY FOR THE ALLIANT NATIONAL MUNICIPAL LIABILITY  
(ANML) PROGRAM

<b>Schedule</b>		
<b>Name of Person or Organization</b>	<b>Specified Contract</b>	<b>Contract Date</b>
<b>Where required by contract</b>		

Paragraph N. **SUBROGATION** of **SECTION VIII – CONDITIONS** is amended by the addition of the following:

The **Company** waives any right of recovery the **Company** may have against the person or organization shown in the Schedule above because of payments the **Company** makes for **bodily injury** or **property damage** arising out of the **Named Insured's** operations done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

**SPECIFIED ADDITIONAL INSURED ENDORSEMENT – PRIMARY/NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:  
**SPECIAL EXCESS LIABILITY POLICY FOR THE ALLIANT NATIONAL MUNICIPAL LIABILITY (ANML) PROGRAM**

Schedule of Additional Insureds		
Additional Insured	Specified Contract	Contract Date
Where required by contract		

The insurance policy to which this endorsement applies provides the **Company** the right, but not a duty, to defend the **Named Insured** in a claim or **suit**. In addition, this policy provides insurance in excess of a **retained limit**. The additional insured(s) listed above will be subject to the same policy terms, conditions and limitations provided to the **Named Insured**.

1. The following is added to **SECTION V. WHO IS AN INSURED, COVERED PERSONS OR ENTITIES**:

Any person(s), entity(ies), or organization(s) listed in the Schedule of this endorsement to whom the **Named Insured** is obligated by virtue of a written contract to provide insurance solely with respect to **bodily injury and property damage** is an additional insured.

2. The Limits of Insurance afforded under this endorsement to such scheduled person(s), entity(ies), or organizations(s) will be limited to the limits of insurance required within the terms of the written contract or the limits of insurance of this policy, whichever is less. We will not be obligated for limits of insurance shown in the written contract that are greater than the limits of insurance of this policy.

However, Paragraphs 1 and 2 above do not apply to a person(s), entity(ies) or organization(s) unless the **Named Insured** had a specific written contract from that person entity(ies) or organization(s) that:

- a. They be an additional insured on this policy; and
- b. The **Named Insured** received such request prior to the date that the **Named Insured's** operations for that person(s), entity(ies) or organization(s) commenced.

3. The following is added to **Section VIII – CONDITIONS**:

If any primary insurance is held by the person(s), entity(ies), or organization(s) named in the Schedule of this endorsement, this insurance is primary to that other insurance, but will apply in excess of the **Named Insured's retained limit** specified in the Declarations. We shall not seek contribution from the other insurance held by the person(s), entity(ies), or organization(s) named above for amounts payable under this insurance.

This condition applies only with respect to liability for **bodily injury and property damage** arising solely out of the negligent acts of the **Named Insured**.

However, Paragraph 3 above does not apply to a person(s), entity(ies) or organization(s) unless the **Named Insured** had a specific written contract from that person entity(ies) or organization(s) that:

- a. They be an additional insured on this policy; and
- b. The **Named Insured** received such request prior to the date that the **Named Insured's** operations for that person(s), entity(ies) or organization(s) commenced.
- c. This insurance be primary.