

6. ADDITIONAL PROVISIONS.

7. CONCESSIONS. User may not operate a concession stand or otherwise sell items on the premises unless the College President or designee specifically authorizes that activity.

Concessions or sales of items will will not occur in conjunction with this Agreement. If yes, please signify approval below:

Signature of College President or Designee: _____

8. PREMISES. The User agrees that s/he has inspected the premises and accepts them in the condition found.

9. FACILITIES RULES & PROCEDURES. The following specific rules shall be observed while User is using any facility under jurisdiction of the Maricopa County Community College District, ("MCCCD"). User shall be responsible for enforcing these rules, to the extent related to this event, and liable for any damages resulting from the negligence or intentional conduct of User.

- 9.1. Possession or consumption of alcoholic beverages or gambling anywhere on MCCCD property is prohibited.
- 9.2. Food and drink shall be allowed in designated areas only, or as approved by the Vice Chancellor, College President/Provost, or designee.
- 9.3. Smoking or use of tobacco products on MCCCD leased or owned property is strictly prohibited, including anywhere outdoors. User shall be responsible for communicating the prohibition to those attending its event and ensuring that its employees, attendees, contractors or anyone on MCCCD property related to the event comply with the prohibition.
- 9.4. User shall comply with MCCCD Administrative Regulation 4.6 concerning weapons and dangerous instruments.
- 9.5. Persons attending the event shall confine themselves to the specific part of the facility assigned to User and identified in this Agreement as the Premises.
- 9.6. MCCCD reserves the right to approve of all advertising in conjunction with the Agreement. User may not advertise in any way that suggests that the activity for which User is renting MCCCD facilities is sponsored by MCCCD or any of its colleges or skill centers. MCCCD may immediately cancel this Agreement without User recourse if User violates this provision.
- 9.7. Use of MCCCD's logos is strictly prohibited. Additionally, the use of any of MCCCD's names is prohibited except to the extent to identify an MCCCD facility as the location of the event specified in this Agreement.
- 9.8. Use of MCCCD equipment or supplies shall not be permitted without prior specific approval of the Vice Chancellor, College President/Provost, or designee, when appropriate charges and arrangements have been made.
- 9.9. The Premises must be vacated by 11:00 p.m., unless permission is otherwise granted specifically in the Agreement. User is responsible for compliance with this policy.
- 9.10. Preparation of the Premises for User's program shall not interfere in any way with existing MCCCD programs at any location.
- 9.11. User agrees to take proper care of the Premises and to restore it to the condition in which it was found, normal wear and tear excepted, by the end of the work day following the last-scheduled activity. The Vice Chancellor or College Director of Buildings and Grounds will be the sole judge in this matter.
- 9.12. User agrees that if the Premises has not been restored to the original condition by the day following the last-scheduled activity, MCCCD shall restore the Premises and the reasonable cost of such restoration shall become the financial obligation of User.
- 9.13. User is responsible for obtaining all permits, licenses or permissions relating to its event, including those for any intellectual property owned by third parties that User intends to use while on the Premises.
- 9.14. **Athletic/Outdoor Facilities.**
 - 9.14.1. No glass containers or breakable articles shall be kept on the Premises consisting of any athletic/outdoor facility.
 - 9.14.2. All exterior public address systems shall be operated under the supervision of designated MCCCD personnel, with volume set low enough to avoid community nuisance or disturbance of any type.
 - 9.14.3. Exterior lights shall be turned on only for events specified under the Agreement.
 - 9.14.4. For School District Users of Athletic Facilities for Interscholastic Athletic Activities (Practice Session, Game, or other Interscholastic Athletic Activities): User agrees that it complies with all provisions of Arizona Revised Statutes Section §15-341-24(b) relating to athletic activities. Specifically, user shall have policies and procedures that require an athlete who is suspected of sustaining a concussion in a practice session, game, or

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other interscholastic athletic activity be immediately removed from the athletic activity, and be allowed to return to play on the same day only if a health care provider rules out a suspected concussion at the time the athlete is removed from play.

- 9.15. **Indemnification.** To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless MCCCDC, and its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, or use of facility by User, its agents, officers, employees, or contractor/sublessee in the use of MCCCDC property, including the Premises. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph.
- 9.16. **Insurance.** User shall maintain during the term of this facility use insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. At the signing of this Agreement, User shall furnish the MCCCDC Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at the following address:

MCCCDC Risk Manager

2411 West 14th Street

Tempe, AZ 85281-6942

Tel: 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Worker's Compensation, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

User will notify the MCCCDC Risk Manager by certified mail promptly if it receives notice or the expiration, cancellation, suspension, or material change in its insurance coverage, but in no case fewer than 30 days before the action specified in the notice. User's insurance must be primary, and any insurance or self-insurance maintained by the MCCCDC shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors. Insurance coverage required under this Agreement is:

- 9.16.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 9.16.2. **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to User's owned, hired, and non-owned vehicles;
- 9.16.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit; and
- 9.16.4. If requested and depending on the extent of User's use of MCCCDC's technology resources, **Network Security and Privacy Liability** coverage including costs of investigating and responding to a potential or actual breach of confidential information (e.g., computer forensic investigation, public relations response, outside counsel, notification mailing, call center, voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines (including payment card industry fines), penalties assessed by regulator, and defense costs with limit of not less than \$2,000,000 per claim/\$2,000,000 aggregate.

CONFIDENTIALITY AND PRIVACY REQUIREMENTS.

Paragraphs 10 through 15 apply where the User will be using MCCCDC's technology resources, or is otherwise likely to have access to MCCCDC Confidential Information.

10. **DEFINITION OF "CONFIDENTIAL INFORMATION."** For purposes of this Agreement, "Confidential Information" (including MCCCDC data) is defined as any and all information and data whose collection, disclosure, protection, and disposition is governed by federal, state, local or international law or regulation, but does not include (i) information and data that are already known by the receiving party, (ii) information and data that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information and data that become known to the receiving party from a source other than the disclosing party on a non-confidential basis. This information and data include, but are not limited to, Social Security Numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding college employees, personal health information (as defined by the Health Insurance Portability and Accountability Act of 1986) and other personally identifiable information protected by law or regulation.

11. **REPORTING REQUIREMENTS.** User and its subcontractors who may potentially have access to sensitive information will be required to undergo a security background check that meets MCCCDC's requirements. User shall inform MCCCDC's Chief Privacy Officer by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if User and/or its subcontractors/agents have reason to believe that an actual or

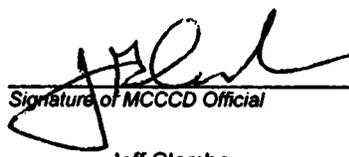
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suspected security incident or any other circumstance has occurred in which MCCCC may be required to provide a notification under applicable law, at which point MCCCC will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint defense of MCCCC and User, as investigation and notification of such a situation may lead to regulatory investigation and/or litigation, depending on the specific factual situation that is presented.

12. **SECURITY INCIDENT.** For purposes of this Agreement, "security incident" means the unauthorized access and/or misappropriation of Confidential Information, including but not limited to personally identifiable information or protected health information. In the event that a suspected security incident occurs, User will be completely accountable and responsible, financially and otherwise, for the cost of retaining vendors to perform services such as forensics. Also, in the event that applicable law requires notification to individuals or others of such a security incident, User will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCC, (ii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iii) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to MCCCC or such affected individual. Additionally, User shall indemnify, defend and hold MCCCC harmless from claims of any kind relating to the disclosure of personally identifiable information or protected health information, regardless of whether notification is required under federal, state, local or international law, caused by the negligence of User.
13. **APPLICABLE LAWS.** User agrees to comply with all applicable international and domestic data security and privacy laws that apply to cross-border and domestic transmission of Confidential Information.
14. **RECORD AND DATA RETENTION, OWNERSHIP AND DECOMMISSIONING.** As a political subdivision of the state of Arizona, MCCCC is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCC must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, User shall not disclose, use, destroy, transfer or otherwise manage those records and data except as provided herein or, if this Agreement is silent, without the express written approval of an authorized MCCCC representative. User shall work with MCCCC to transfer all of MCCCC's records and data to MCCCC on the termination or expiration of this Agreement. Confidential Information of the disclosing party will be returned to the disclosing party or destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party.
15. **SECURITY AND PRIVACY PROTECTIONS.** User's changes to any of its internal security or privacy policies or information protection practices will retain the level of protection provided for MCCCC's data at a level that is materially the same or greater than the level of protection provided at the outset of the Term of this Agreement.
16. **CANCELLATION.** MCCCC may cancel this Agreement for reasons related to the needs of its educational mission. MCCCC will provide User with prompt written notice of the need to cancel this Agreement. MCCCC will not be liable for any damages whatsoever relating to the cancellation of this Agreement.
17. **ACCEPTANCE.** In signing, the User stipulates that s/he has read, understands, and accepts the terms of this Agreement.



Signature of User
Name: RICK ST. JOHN
Title: INTERIM POLICE CHIEF
Date: 8-24-16



Signature of MCCCC Official
Name: Jeff Glemba
Title: Facilities Coordinator
Date: 8/18/16

-ATTEST:


City Clerk

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