

Understanding Facility Use Agreements

This guidance is intended to provide clarification to UC ANR county staff, volunteers and program participants about how and when Facility Use Agreements are established for delivering UC ANR programs, e.g. UCCE programs and events, 4-H, Master Gardener, Master Food Preservers, etc. This guidance is intended to be complementary to UC ANR Policy and Procedure Manual [Section 208, License Agreements for Real Property](#).

What is a Facility Use Agreement (FUA)?

An FUA is an agreement between UC ANR (and its programs, such as 4-H, Master Gardeners/Master Food Preservers, etc.) and another party (such as a city, county, school district, business, etc.) to use its facilities (land, meeting rooms, property, etc.) for a short term for purposes of holding meetings, demonstrations, etc. The FUA should be for a specific location and duration of time. It may be a one-time event or activity or a recurring activity. FUAs may be used for a rental of a space or when there is no charge. Some facilities or organizations may have their own format for an FUA, or in some cases, you may use UC's format when one does not exist.

Why is a Facility Use Agreement (FUA) needed?

An FUA documents the terms, expectations, and liabilities when UC ANR is using someone else's space for programs or activities. In the event of a claim or lawsuit, the FUA may be used to help UC ANR Risk & Safety Services and UC's attorneys defend UC ANR programs, staff, and volunteers. When there is an injury or damage to property during the course of a 4-H activity, there can sometimes be disputes about who is liable for the incident. This can lead to disputes over who would pay for someone's injury or who would pay to repair damaged property. By having a simple agreement in place before the activity, we can start with a clear understanding of who would be responsible, if an incident occurs. A simple facility use agreement can also be used to clarify basic details of use of the property, such as time and duration of the activity, what property or equipment is provided and what is not provided, who is responsible for utilities or cleanup, etc.

When is a Facility Use Agreement (FUA) needed?

A FUA is always helpful to spell out the details of using a facility for UC ANR programs. As noted above, a FUA is recommended when renting or using a meeting space or other facilities for short term or recurring meetings or program activities. There are some cases where an agreement is recommended, but an FUA is not the appropriate type of document. This includes:

- Long-term leases or licenses for properties, such as a 4-H farm site, or Master Gardener demonstration garden, or
- Research Access Agreements for Advisors or other PIs conducting research on a cooperator's property.

For more information about other types of property agreements, please see the Policies, Compliance, and Programmatic Agreements webpage at: <https://ucanr.edu/sites/PCPA/MOUs/> and the template Research Access Agreement at: <https://ucanr.edu/sites/anrstaff/files/322076.docx>.

The questions provided below give basic instructions when using an FUA. The chart below provides some examples of when an FUA is required, when it is a best practice, and when one is not required.

Frequently Asked Questions

Q1: What forms do I need to process a Facility Use Agreement when reserving a room/facility for a meeting or activity?

A1: Many locations have a facility use agreement or rental form that they usually use. The agreement must be reviewed for compliance with UC policies, particularly language concerning liability. If the facility's agreement has language that is in conflict with UC Regents orders prohibiting acceptance of third party liability (such as indemnity clauses that do not limit UC's liability responsibilities in proportion to our negligence), UC ANR's [Attachment A](#) should be used, which has the preferred reciprocal language where both parties agree to be responsible for their negligent or intentional acts. UC ANR's [Attachment B](#) is alternative language that can be used to modify the hold harmless and indemnity language. Cross out the conflicting language in the facility's standard agreement and write "**See Attachment A or B**". If staff are unsure about whether the language in an agreement is acceptable, or conflicts with UC policy, please consult the Risk Services Analyst (see contact information at the end of this guidance).

Only delegated persons are authorized to sign agreements or attachments on behalf of the University. This includes County Directors, Statewide Program Directors, the Director of Risk & Safety Services, Controller, and other senior ANR leaders. The agreement must be between the other party and **UC Regents, c/o UCCE _____ County _____ Program** (or other applicable program name). Agreements should **not be in the name of the 4-H Club, or Master Gardener group (i.e. ABC 4-H, or SoCal Master Gardeners) as those are not legal entities**. The program staff person or a volunteer leader may be listed as a point of contact.

If the facility does not have an agreement, in most instances the [Attachment D](#), which has reciprocal language, should be used as a basic agreement template, as well as obtaining proof of the facility's liability insurance (declaration page). In some instances, for facilities operated by public entities (i.e.: city, county, school districts, fire and police departments, etc.) an [Attachment E](#) should be used which usually does not require proof of insurance since these entities are typically self-insured.

If the facility requires proof of insurance for UC ANR, you may provide our [Generic Certificate of Insurance](#). However, if the facility requests to be named as an "additional insured" or requires an endorsement you will need to complete the online [Request for Certificate of Insurance](#). Requests for a certificate of insurance should be made at least 10 business days in advance of the event or any insurance submission deadline.

If a facility will not agree to modify their hold harmless/indemnity clauses by using one of UC's Attachments as described above, UC ANR staff should contact Risk Services (see contact links at the end of this document). The Risk Analyst and Director will review the activity and plans for use of the facility to assess the risk. Risk Services may try to further negotiate with the facility to modify the agreement and in some cases where the risk is low and can be mitigated, may be able to use a special delegation of authority to approve the agreement.

Q2: What forms do I need to prepare for Garden Tours?

A2: An [Attachment D](#) should be prepared and proof of liability insurance (declaration page) obtained from the homeowner. You will also need to complete the online [Request for Certificate of Insurance](#) to provide UC's insurance coverage to the homeowner if they request to be named as an additional insured. Requests for a certificate of insurance should be made at least 10 business days in advance.

There are instances where a homeowner may object to completing the Attachment D because it states that they agree to indemnify UC. In this situation, use the [Attachment E](#), and obtain the proof of the homeowner's liability insurance and complete the online [Request for Certificate of Insurance](#) to provide UC's insurance coverage to the homeowner if they request to be named as an additional insured.

Q3: What Forms Do I Need for Pruning Demonstrations/Meetings on Private Property?

A3: Typically, you will complete the [Attachment D](#) as described above for a garden tour and obtain proof of liability insurance (declaration page) from the homeowner/landowner. You will also need to complete the online [Request for Certificate of Insurance](#) to provide UC's insurance coverage to the homeowner/landowner if they request to be named as an additional insured. Please see the table below for more information and examples.

Q4: What Forms Do I Need for a Booth at Farmers Markets/Fairs, etc.?

A4: Typically, Farmers Markets have an agreement to complete which may have language that is not favorable to UC or compliant with UC Regents' orders. If this is the case, UC ANR's [Attachment B](#) would be used to modify the hold harmless/indemnity language in the agreement. Cross out the hold harmless/indemnity language and write "See Attachment B". If the facility requires proof of insurance you may provide our [Generic Certificate of Insurance](#), however if they request to be named as an additional insured or require an endorsement you will need to complete the online [Request for Certificate of Insurance](#).

District Agricultural Associations (DAAs) and most of the Fair Authorities have agreements to complete, when using facilities at the fairgrounds. However, the California Department of Food and Agriculture (CDFA), Division of Fairs and Expositions has agreed with UC on indemnification language, can be used for all agreements between DAAs and UC. This is known as the "[Fair Letter](#)," which you may attach to the agreement after you cross out the unfavorable language and write "See Attached Fair Letter". You will also need to complete the online [Request for Certificate of Insurance](#) to provide UC's insurance coverage, if required by the fair.

There are also similar [negotiated agreements](#) with the California State Universities, Community College system, as well as several joint powers authorities (JPAs) that represent dozens of school districts statewide. When reviewing an FUA for one of these sites, check to see if the district is part of one of these JPAs or systemwide agreements and then reference the agreed-upon hold harmless/indemnity language to modify the FUA.

Q5: What Do I Need for Bus Trips and Tours?

A5: In most instances, if you need to hire a bus for travel or tours, you will submit a [Request for Purchase Order](#) to UC ANR BOC for processing with UC Davis Purchasing. If possible, you should use a bus company for transportation that is already on UC's approved vendor list. Contact your assigned BOC business partner for assistance. In rare instances, you may be able to use a Use Agreement to contract with a School District, etc., directly that may provide transportation. In either case, you will need to make sure that the bus company or transportation provider has adequate levels of liability insurance and obtain their proof of insurance.

To comply with UC policy, a bus vendor that will be transporting up to 20 persons will need a minimum of \$5 million dollars of combined general aggregate insurance. If they will be transporting over 20 persons, the combined general aggregate limit must be \$15 million. If you are not sure of their limits, you may forward the proof of insurance to [Risk Services](#) for review.

Q6: What are some of the types of agreements that we cannot sign?

A6: In general, most employees are not authorized to sign any agreements on behalf of the University. As discussed above, County and Program Directors have been delegated authority to sign Facility Use Agreements, when there is not hold harmless or indemnity language that conflicts with UC Regents orders or UC policies.

County Directors and Program Directors cannot sign any agreements that require services for food, i.e. catering for a party or event, room rentals for overnight stays, or conference rooms, etc. These types of

agreements typically should be submitted to the UC ANR BOC for review, processing, and submittal to UC Davis Purchasing. In some cases, Risk Services may be able to help expedite the BOC/Purchasing review by reviewing, modifying, or approving the liability or indemnity language in an agreement. Risk Services may also review the insurance requirements of a vendor and can accept lower insurance limits in some cases for low-risk agreements. However, Risk Services' review only applies to the risk and liability portions of the agreement, it usually needs to be processed by BOC and Purchasing to comply with UC policy and ensure payment can be made. If the agreement requires certificate of insurance from UC, please submit the online [Request for Certificate of Insurance](#) .

Agreements for Youth Camps that will provide services such as food and overnight stays also need to be submitted to UC ANR BOC for review, processing, and submittal to UCD Purchasing. Please review the [UCCE Contract Processing for 4-H Events, Camps and Conferences](#) for more information about these specialized types of facility agreements.

If there is a broad waiver or release in the agreement that covers all participants, the County Director or Program Director cannot sign it as is, because they cannot waive another person's rights. The waiver and/or release language would need to be modified or crossed out and replaced with the Attachment B language as described above.

For additional information about various signature authority for County Directors, see the [ANR UCCE MATRIX of APPROVALS for COUNTY DIRECTORS](#)

For more information

See the UC ANR Risk Services website: <http://ucanr.edu/sites/risk>

Or contact us: <https://ucanr.edu/sites/risk/about/>

Or submit your question to our survey: [Ask Risk Services a Question](#)

Examples: When is a Facility Use Agreement (FUA) needed?

The table below presents some examples of when an FUA is required or recommended.

Is FUA Required?	Various Situations	Process	Examples
<p>FUA Always Required</p>	<p>When an Agreement by another party contains indemnification or liability language other than UC’s standard proportionality language (use Attachment A or B. Routinely Attachment B. Attachment A is typically used with school districts or other government agencies).</p> <p>Renting /reserving space from city, county, (use Attachment E if no agreement. Attachment E does not require proof of insurance). If a company, church, grange, etc. (use Attachment D) Attachment D requires proof of insurance to be submitted, i.e. declaration page insurance document.</p> <p>If the location is holding shooting sports events/ activities (use Attachment D) typically private residence/ company. Shooting ranges will have applications to modify.</p> <p>Garden tours open to the public (use Attachment D or E w/insurance. Attachment E is used when the other party does not want to indemnify UC).</p> <p>If there is no agreement or application, (Use Attachment D or E as a stand-alone agreement).</p>	<p>Modify the agreement by crossing out the indemnification language and writing “See Attachment B” or “As Per Attachment B”.</p> <p>If there is an Agreement, same process as above. If no agreement, Attachment D w/insurance or E. School districts use Attachment A, if no agreement, Attachment D w/o insurance.</p> <p>This serves as the agreement between the parties if there is not one.</p> <p>Serves as simple agreement between owner and UC. In this instance proof of insurance is required of the owner using either Attachment as the agreement.</p>	<p>A Park Rental Agreement may seem straight forward however there is a damage paragraph that transfers any, and all damages, injuries, and other risks to the user regardless of who is at fault. An attachment A or B is needed to modify this agreement.</p> <p>School district agreement indemnification language transfers all risk to the user.</p> <p>A local resident has property that may be used for shooting sports; but does not have insurance. UC cannot enter into an agreement with the local resident, as there may be inherent dangers on the property that UC is unaware of and cannot control.</p>

Is FUA Required?	Various Situations	Process	Examples
<p>Best Practice – FUA Preferred; but not required</p>	<p>Frequent or routine meetings at a home or other organization that does not have an existing agreement. (use Attachment D w/proof of insurance).</p> <p>This acknowledges that the UCCE County office is aware of and has sanctioned the 4-H/ MG/MFP meeting/activity at this location.</p> <p>In the event of an accident/incident these documents along w/volunteer 4-H/ MG/MFP membership and/or enrollment information will be requested to provide to our insurance administrators/attorneys.</p>	<p>UC will issue a certificate of insurance when County office submits request along with Attachment D w/proof of insurance. (If owner requires one)</p> <p><i>(2-3 meetings per year would not be considered “frequent”, - staff should use their judgement to consider what frequent or routine meetings are to implement this process).</i></p>	<p>Monthly 4-H project meetings held at project leader’s home.</p> <p>Master Gardener meetings at volunteers’ home gardens.</p> <p>Low risk activities – meetings, etc. but no inherent risks of activities such as power tools, ladders, etc.</p>
<p>FUA Not Required</p>	<p>Public park or other public space without reservation.</p> <p>(City has some liability for safety and conditions of public properties. Members of the public also have intrinsic liability when using public properties).</p> <p>One-time (or infrequent) meeting at a home.</p>	<p>After checking with park you may use, following park rules as you would personally.</p> <p>A one-time meeting at a property, residence for enrollment, demonstration, etc. not involving public.</p>	<p>The example is a one-time 4-H project meeting at the adult volunteer leader’s home.</p> <p>If the event is higher risk, such as a pruning demonstration on public property, involving participants, inviting the public and use of power tools, ladders and climbing, etc., then activity waivers would be recommended for all participants.</p>