



Idaho State
University

Nutrition
and Dietetics

921 South 8th Avenue, Stop 8117
Pocatello, Idaho 83209-8117



FOODS LAB USAGE POLICY, Albion Building Room 102

The Foods Lab, located in the Albion Building, room 102, is primarily used for academic instruction of foods and nutrition courses taught through the Department of Nutrition and Dietetics. Based upon availability, the Foods Lab can be reserved for use by other university classes or groups. The following guidelines for use of the Foods Lab have been developed for the purpose of keeping the Foods Lab and corresponding equipment in good working order for academic instruction, as well as other university functions.

To reserve the Foods Lab, please contact the department to ask about availability. This form will be completed using DocuSign. Make arrangements with the department to submit the user fee and cleaning deposit. Someone from the department will then check out equipment you need and provide you with a key for the Foods Lab. The key must be returned promptly after your Foods Lab activity. If no one from the department is available, the key should be placed in the Nutrition and Dietetics mailbox, which is located outside of Garrison Hall 620. Once your equipment has been checked back in the department will return your cleaning deposit.

Policy Guidelines

By signing this form, you acknowledge that you understand and will comply with all Foods Lab policies. Users who fail to comply will be subject to repair or replacement costs, as well as prohibited from future use of the facility.

NOTE: If the user is a student group, student(s) MUST have an advisor, faculty, or staff member present during time of use including clean-up period.

1. Contact department for availability. Final approval for usage of this facility rests with University Scheduling (schedule@isu.edu).
2. Use of the Foods Lab is \$100 per day plus a \$200 refundable cleaning deposit. Student organizations may be eligible for a fee reduction.
3. If the user is a student group, student(s) MUST have an advisor, faculty, or staff member present during time of use including clean-up period.
4. Furnish all of your own supplies (food, plastic wrap, dish towels etc.).
5. Comply with food safety, sanitation, and injury prevention best practices and industry principles.
6. All equipment used for the event will be checked out to you using the equipment checkout sheet. This sheet must be completed by department staff prior to your being given a key to the Foods Lab. Check out equipment during normal business hours Monday – Friday. The key must be returned immediately after the function (same day) by placing it in the Nutrition and Dietetics' mailbox, which is located outside of Garrison Hall 620.
7. Use kitchen equipment (small appliances, dishes, etc.) with care and clean all equipment after each use. Do NOT remove this equipment from the Foods Lab premises. Leave clean equipment on the center island for department check-in.
8. Clean all areas of the Foods Lab when finished. Failure to leave the Foods Lab and equipment clean and in the same condition as when entering it will result in a non-refund of the \$200 cleaning fee.
9. Take all garbage out to the green garbage cans (not the cardboard recycling bin) on the west side of the building.
10. Report any equipment malfunctions or breakage to department staff. Breakages and/or damage may be subject to replacement and/or repair costs.

Terms and Conditions

The Permittee agrees to comply with the following terms and conditions:

Reimbursement. The Permittee will reimburse the University for any and all damages caused to the facilities, property, and/or the equipment therein from Permittee's use of University Facilities.

Liability. The Permittee assumes all responsibility and liability for the requested use and agrees to defend, indemnify, and hold Idaho State University harmless from any and all loss, damage or injury to any person or property arising from use of the facilities.

No Warranties. The Permittee understands that University makes no warranties or representations as to the suitability or non-suitability of the Premises for Permittee's purposes. Permittee accepts the Premises "AS-IS" and it is Permittee's sole responsibility to determine if Premises has the capacity and capability to accommodate the use contemplated under this Agreement. University has made no inspection of the Premises as to any existing defects or hazards. Any person entering upon the Premises enters at their own risk and impliedly accepts Premises in the existing conditions. Permittee shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of

Idaho against and for all liability, cost, expenses, claims and damages for which University might otherwise become liable by reason of any accidents, or injuries to or death of any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to Permittee's presence and activities upon the Premises, regardless of how, where, or when such injury, death or damage occurs or if caused due to conditions or operation on or defects in the premises.

Outside Materials, Equipment, Substances. The Permittee agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without prior written approval of ISU. ISU shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon without reimbursement of any costs incurred by the Permittee.

Expenses. The Permittee agrees to reimburse the University for any damage, clean-up, or hazardous waste related expenses, including disposal, shipping, damages, penalties, or any expense incurred by University because of this use.

Relationship. The parties agree that the Permittee, its agents and employees are not agents or employees of Idaho State University. The Permittee will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using University equipment/facilities. As an independent contractor, Permittee is solely responsible for worker's compensation coverage of its employees.

Supervision. The Permittee will be solely responsible to provide adequate supervision of the activities conducted in University facilities.

Management. Notwithstanding this agreement, the day-to-day operation, use, and management of the Premises remain the responsibility and function of the University and its staff. The University reserves the right to make final decisions relating to the use of the Premises and its equipment, furnishings, and fixtures.

Disruptive Use. Should Permittee's use prove disruptive to the operations and functions of University, Permittee, upon notification by University, shall immediately cease operations until such time that Permittee is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University.

Non-Assignability. This Agreement is not assignable by Permittee without the express written consent of University.

Force Majeure. In the event that the leased building or any part thereof is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen circumstance shall render the fulfillment of a rental agreement by the University impossible or extremely difficult, then the University shall not be liable to the Lessee to fulfill the agreement or be responsible for any damages caused to the Lessee from the unforeseen cancellation of the agreement. The sole remedy for Permittee should a Force Majeure event occur is to reschedule the event with ISU or the reimbursement of their deposit or fees paid under this agreement.

Compliance with Laws. Permittee understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University rules and regulations, including but not limited to health, COVID-19, smoking, alcohol, drug, and noise regulations. University reserves the right to have any individual associated with the Project ejected from the Premises for failing to follow University rules and regulations, disrupting the operations and functions of University, or for being offensive or derogatory to students, faculty, administrators, or guests of University. Furthermore, Permittee agrees that no lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by the Permittee on the premises.

Photography/Filming. ISU retains the right to record by photograph or video, Licensee's event for use in ISU publications or promotions without compensation to Licensee.

Miscellaneous. The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any option in this Agreement shall not be construed as a waiver or relinquishment of the Agreement. No other understanding, whether written or oral, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement. The validity, construction, and effect of this Agreement is governed by the laws of the State of Idaho. Venue for any litigation arising from this Agreement is in Bannock County, Idaho.

Department/organization name and phone number of Permittee: _____

Date and Time of use: _____

PERMITTEE PRINTED NAME
\$100 Fee plus \$200 Cleaning Deposit Paid

PERMITTEE SIGNATURE

DATE