

David B. Haight Alumni Center Rental Agreement

This Use Agreement, made and executed the ____ day of ____, 20____, by David B. Haight Alumni Center ("Alumni Center") and:

User: _____
Address: _____
Telephone: _____

The Alumni Center reserves the right to refuse or deny occupancy and use of its facilities for purposes and activities other than those specified herein or if such refusal or denial is in the best interest of the Alumni Center or the University. Rental shall include the use of designated areas that are not being used for work space by the Alumni Relations Department.

Time Period: From _____ AM/PM on _____ (date).
To _____ AM/PM on _____ (date).

Payment:

User shall pay the Alumni Center a deposit (\$250) to guarantee the date the same day as signing the contract. The total amount due will be required one (1) month prior to the event. The Alumni Center shall bear responsibility for the expenses associated with the regular operation and maintenance of its facilities. Any additional services or equipment specifically request by the User to be provided by the Alumni Center shall be an extra cost to the User as follows:

Extra tables: \$ _____
Extra chairs: \$ _____
Special requests: \$ _____
Ladder: \$ _____

In the interest of personal safety of guests and staff, the decorating and safety rules as attached hereto, must be adhered to. Ladders are available for use but must be reserved in advance.

The User hereby assumes financial responsibility for any charges generated by errors or omissions resulting from inaccurate or incompatible scheduling information provided by the User. Collection of the charges from the participants shall be the sole responsibility of the User.

Cancellation:

In the event of cancelation, User agrees to the following:
Fourteen (14) days to event – 50% of the total bill
No Show on day of event – 100% of the total bill

If by reason of fire, action of elements, catastrophe or similar other cause agreed facilities cannot be made available by the Alumni Center for use by User and the event shall for said reason be canceled, then each party does hereby release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had, except the Alumni Center shall refund to User any advance rental payments made by User to the Alumni Center, less costs reasonably incurred by the Alumni Center in anticipation of the event.

Property Damage:

User shall be responsible for any and all damage to the Alumni Center facilities caused by negligent or willful conduct or any

person attending or participating in the event for which the facility was negotiated. Aside from normal wear and tear, any damages or losses resulting from an event will be assessed to the User on the basis of actual cost of repair and/or replacement as determined by the Alumni Center.

Neither the User nor any person attending the function shall bring onto, or possess on University premises, animals, pets, weapons, contraband, explosives, fireworks, alcohol, or other controlled substances. User agrees that it shall comply with all state and federal law while on property owned by USU, including the Clean Air Act, which prohibits smoking in all buildings owned or leased by USU, and the Alumni Center reserves the right to take such action as may be necessary in the event the User is in violation of the foregoing. Any authorized Alumni Center staff member or appropriate emergency personnel may enter all areas when deemed necessary.

Indemnification:

The user hereby agrees to release, indemnify, and hold harmless Utah State University, its agents, and volunteers (indemnities), from all liability and expenses associated with the use of the Alumni Center facilities. This includes liability resulting directly or indirectly from acts or omissions of indemnities or the users, unless such liability results from the sole negligence of indemnities. This also includes attorneys fees, court costs, mediation/arbitration costs, as well as damage to property or expenses of every kind resulting from the use of the facilities. This provision shall bind any and all successors, assigns, agents, employees, heirs, family members, spouses, personal representatives, or anyone else claiming to represent the User.

Insurance:

It is deemed necessary by the Alumni Center that the User, provide the Alumni Center, at least two weeks prior to the beginning date stated above, certificates of insurance verifying that the User has obtained; Comprehensive General Liability Insurance coverage for the duration of the use period here agreed to, in the amount of at least **One Million Dollars**. USU shall be named as an additional insured to said policy. In addition, the General Liability Coverage shall include a Cross-Liability endorsement to the effect that USU may file a claim under the policy for damage to its property or bodily injury to its personal, which damage or injury may arise from the negligence of the User.

Catering/Food Services:

A licensed and insured caterer must be used for any food served at the Alumni Center. The Alumni Center has a approved caterer list that must be adhered to. This requirement is in accordance with Utah State University's liability policy. Guests and family are not allowed in the kitchen due to liability.

Entire Agreement:

This agreement embodies the entire agreement of the Alumni Center and User, and there are no other representations, promises, agreements, conditions or understanding, either oral or written, between them other than are set forth herein. No subsequent alteration, amendment, change or addition to this agreement shall be binding upon either Alumni Center or User unless reduced to writing and signed by them and by direct reference therein made a part hereof.

The undersigned hereby acknowledge having read and understood the foregoing and agree to be bound by the terms and conditions of this agreement.

Utah State University/Alumni Center

User

Authorized Signature

Authorized Signature

Dated: _____

Dated: _____