

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.

Day of event: _____ **Time:** _____ AM/PM **End:** _____ AM/PM

Payment:

User shall pay the Alumni Center a **minimum of \$250** to guarantee the date, the same day as signing the contract. This initial payment will be a portion of the rental fee. **The total rental fee will be due and expected one (1) month prior to the event.** In the interest of personal safety of guests and staff, the Rules, Regulations, Decorating and Fire Restrictions, as presented, must be adhered to.

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:

Chairs (blue, padded chairs are included at no extra cost)

White heavy plastic folding chairs (\$.40/chair + \$85 delivery): \$ _____

(for use outside & if the blue fabric chairs are not needed/wanted)

White chairs **must be ordered three (3) weeks in advance** of the event. Otherwise there is no guarantee that they will be available through USU, and an off-site company will have to be called which may raise the price from what is listed.

Parking:

Parking in the Aggie Terrace underground parking is FREE for off campus group events when they present a guest pass (*which we provide*) to the attendant on the bottom level. There are also 7 reserved spots in front of the Alumni House, for which we will provide a windshield voucher.

Catering/Food Services:

A licensed and insured caterer must be used for any food served at the Alumni Center other than the actual wedding cake. The Alumni Center has an 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. **Alcoholic beverages are not allowed** in the Alumni Center or on USU campus. All contracts with caterers are between the User and the Caterer, with costs paid by the User.

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.

The **entire payment** made by the User for the use of the Alumni Center will be the following: rental payment (depending on hours of use), charges for extra items needed (as requested above), and the purchase of Special Event Insurance (as detailed on the back side of this sheet). Any other costs incurred by the User will be for off campus entities such as catering or event planning services, etc. which will be paid directly to that company.

Cancellation:

In the event of cancellation, User agrees to the following:

- 90—61 days or more before the event—100% refund
- 60 —31 days or more before the event — 90% refund
- 30 days or less to event – refund 50% of the total bill
- No Show on day of event – customer pays 100% of the total bill

If, by reason of fire, action of elements, catastrophe or other similar causes, agreed facilities cannot be made available by the Alumni Center for use by User and the event shall for said reason be cancelled, 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 damages to the Alumni Center facilities caused by negligent or willful conduct of 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 (see Rules and Regulations page for additional clarification). 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 personal 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 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 attorney’s 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.

Special Event Insurance:

All renters holding an event at the USU Alumni Center must obtain special events insurance coverage for an amount of at least \$1,000,000. **Utah State University must be named as an additional insured to said policy.** Proof of such insurance must be submitted to the Alumni Center **no later than one week prior to the scheduled event.** Special events insurance may be obtained from many insurance providers, including some homeowner's insurance agents. Contact your personal insurance provider to learn more, or search the Internet for "special event insurance."

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

Client Authorized Signature

Dated: