

TERMS OF THE AGREEMENT

- 1. The Requesting Organization/User (hereinafter referred to as User) agrees that all participants are under the direct and complete supervision and control of the User. As such, the User is liable for any and all damages resulting from participant utilization of the facilities and services provided by Bowling Green State University (hereinafter referred to as the University).
2. The User shall indemnify, protect, and hold harmless the University, its trustees, agents, office and employees against any and all claims for loss, injury or damage (including death) to persons or property, including claims of employees of User or its agents, arising out of activities conducted by User or its guests on or in University buildings, properties, or facilities. The University assumes no liability whatsoever for any property placed by User in University buildings or on University properties.
3. The University requires User to provide a certificate of insurance indicating General Liability Coverage with a limit of at least \$1,000,000 per occurrence for bodily injury and property damage. The certificate of insurance is to name Bowling Green State University as an additional insured.
4. The User is responsible for assuring that the members of the group and their guests understand and abide by all local, state and federal laws, the student code and other applicable university policies. The User will provide full cooperation in the investigation of violations and enforcement of any disciplinary measures authorized by any University official.
5. The User is responsible for the replacement/repair of damaged or missing University property and for clean-up of a facility other than normal wear and tear, resulting from the use of the facility by the User, its guests and/or participants. Further, the User will also reimburse the University for all services of the University resulting from the use of facility and services by the User and/or its participants.
6. The University, its agents, representatives, and employees shall at all times have free access to the premises in the performance of their assigned duties as it is deemed necessary for immediate resolution of problems such as policy enforcement, maintenance problems, illness, hazards, as well as any emergency situations.
7. The terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to the User. The University retains the right to require the User, its guests or participants, to leave the University premises if the University feels that circumstances require it.
8. It must be understood by the User that the University reserves the right to rescind its action if it should be determined subsequent to the approval of the request that the facilities involved are needed by Bowling Green State University. An attempt will be made on the part of the University to avoid such a condition.
9. This agreement and services provided hereunder are subject to the provisions of the Constitution and Public Laws of the State of Ohio, the sufficiency of University funds, the Student Code, and the regulations of the Board of Trustees of the University.
10. This reservation shall not be assigned, transferred or otherwise encumbered without written approval by the University and all required signatures of the original forms.
11. **Programs and Activities with Minor Participants.** For programs with minor participants, the User shall ensure compliance with BGSU's Programs and Activities with Minor Participants policy found on the BGSU Human Resources website. Training and background checks as outlined in the policy are required for individuals responsible for the care, custody, or control of minor program participants. Evidence of such may be requested by the University as fulfillment of this Agreement.

ADDITIONAL CONDITIONS

- 1. The University reserves the right to change building assignments based on changes in occupancy and/or unforeseen or delayed maintenance issues.
2. Groups that include participants under the age of 18 must provide for supervision of their participants by an adult at all times while the participants are in the building. One adult for every 10 participants is required to provide adequate supervision.
3. Food and catered events are allowed only in areas approved in advance by the Office of Budget & Operations and must meet University guidelines. Catering and any required food permits are the responsibility of the User. Caterers must be selected from the list of approved vendors or specifically approved in advance by the University.
4. Events wishing to serve alcohol must have the prior approval of the Dean and be coordinated through the Director of Budget & Operations.
5. Non-payment of charges and/or assessments may result in collection action and in further requests for facility use being denied.
6. University Police coverage may be required, at the User's expense, as determined by the Director, Budget & Operations. Cost is \$30.00/hour/officer. Minimum charge of \$30.00.
7. An additional charge for set-up and clean-up may apply for large groups or special requests. The charge for these additional services is \$42.00/hour/extra employee required. Minimum charge of \$42.00.
8. All decorations must comply with University policies. No candles are allowed.
9. Full payment in advance is preferred for all events. However, a deposit of 20% of the total projected rental fees is required at the time of booking to hold the space reservation. Full payment must be received by the Office of Budget & Operations at least 10 days prior to the scheduled event. Forfeiture of the space may occur if payment is not received as stipulated above.

If you have any additional needs, addendum or specific issues, please feel free to contact the Office of Budget & Operations at 419-433-5560, ext. 20665. This Agreement is null and void unless returned, signed by the User, no later than 10 working days prior to the requested date of the event. Please return the completed form to the Office of Budget & Operations, BGSU Firelands, One University Drive, Huron, Ohio 44839. To cancel your request without incurring a penalty, please do so in writing at least 10 business days prior to the event date.

RENTAL FEES

Room Rental _____ \$ _____
Equipment Rental _____
A/V Equipment Rental _____
Other _____
Total Amount Due\$ _____
20% deposit required at time of reservation \$ _____ Paid on / / 201__

I am requesting that the fees for use of the facility be waived. I understand that the decision to waive fees will be made by the University and in some cases may only include a portion of the total fees.

In signing this Agreement, the User agrees to all terms and conditions set forth above. In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

USER Signature: _____ Bowling Green State University: _____
Title: _____ Title: _____
Address: _____ Date: _____
Date: _____