



REQUEST FOR USE OF FACILITIES

Contact Name: _____

Address: _____

Phone Number: _____ Cell Phone Number: _____

E-mail Address: _____

Name of Organization: _____

Include a thorough description of the event: _____

Type of Event: Athletic Meeting Other _____
 Lecture Performance (please specify)

- Space Requested:
- Conference Room
 - Classroom
 - Gym
 - Art Gallery
 - Theatre (see below)
 - Dance Studio (if available)
 - Green Room (if available)
 - Bistro
 - Pavilion
 - Other (specify) _____

Event Title: _____ Anticipated Attendance: _____

Date(s) of Event: _____ M T W R F S Su Are tickets being sold? Yes No

Time of the Event: _____ AM/PM until _____ AM/PM Time **including** set-up/take down _____ AM/PM until _____ AM/PM

Will you be serving food? Yes No

Will you be serving alcohol? Yes No
If yes, attach approval from Campus Dean.

Are you receiving external or grant funding to support cost of the space utilization? Yes No

Please indicate any special needs for your event (tables, chairs, etc.)

- _____ Number of tables
- _____ Number of chairs
- _____ Other needs

If you need access to wireless internet, guest access is available

Do you want your event posted for public viewing on the Ohio University Lancaster's events calendar? Yes No

Sound and Audio-Visual Needs (For Theatre Events Only- Classrooms and other areas are separate):

Microphones:

- _____ Podium
- _____ Stand
- _____ Wireless (we currently have 1 lavalier and one hand-held wireless microphones)

Audio Visuals:

- _____ Podium – onstage podium with computer
- _____ Stand
- _____ Screen – large screen on stage only
- _____ Computer and Projector – on podium

Other:

- _____ Piano (2 upright pianos are always available and if available a grand piano)
- _____ Stage Extension (additional charges apply): 6 – 4' x 8' platforms available

For more information on what is available in the theatre, please find a listing of the theatre items that OUL can provide (attached).

Classroom needs:

- _____ Computer
- _____ Projector

Art Gallery needs:

- _____ Computer
- _____ Podium with mic

*** Please note that no additional needs can be added within 48 hours of the event

PLEASE RETURN COMPLETED FORM (including signature on page 7) TO:

Maryann Lape
Ohio University Lancaster
1570 Granville Pike
Lancaster, OH 43130

For Internal Use:

Date request received: _____
Suggested Location: _____
Rate: _____

Department approvals:

- _____ Theatre
- _____ IT
- _____ Physical Plant
- _____ Dean's Office

RESERVATION CONFIRMATION

Occupant:	
Date of Reservation:	
Address:	
Occupant Contact Name:	
Phone	
Email Address:	
Event Name:	
Room(s):	
Event Date:	
Number of Attendees:	
Hours:	
Usage Fee:	
Paid:	Yes <input type="checkbox"/> No <input type="checkbox"/> If No, Due Date:
Permitted Use:	
University Contact Name:	
Phone:	
Email Address:	

USE & OCCUPANCY AGREEMENT

By entering into this reservation, the group identified above agrees to abide by the terms and conditions of this Use & Occupancy Agreement (“Agreement”), which is deemed to be entered into effective as of the date of this reservation (“Effective Date”), by and between Ohio University through the Ohio University Lancaster Campus (“University”), a public institution of higher education in the State of Ohio, and the group identified above (“Occupant”).

- 1. Permission.** On the terms and subject to the conditions set forth herein, University hereby gives Occupant, and Occupant accepts, permission to use and occupy University’s meeting rooms and/or function space described above (collectively “Premises”) during the date(s) and time(s) (“Occupancy Period”), located within 1570 Granville Pike, Lancaster, Ohio (“Building”). Occupant will not permit more than the number of its employees, agents, invitees, and guests identified above to occupy the Premises at any given time.
- 2. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by either party (“Termination Date”), unless earlier terminated as provided herein. The parties may negotiate renewal terms at their discretion.
- 3. Condition of the Premises.** University will ensure that the Premises are clean and that furniture and equipment in the Premises are arranged in an orderly fashion prior to any Occupancy Period. Occupant will leave the Premises in a clean and orderly condition after each use. Occupant will pay all reasonable cleaning and repair fees and charges necessitated by the misuse or damage of the Premises or Building by its employees, invitees and guests, which obligation will survive termination of this Agreement. If you indicate that you will use the warming kitchen or its supplies, you will be charged for that room at the rate advised (\$45/day). Occupant and its employees, invitees and guests must exit the Premises and the Building no later than 10:00 PM during any Occupancy Period. At the end of each Occupancy Period, Occupant will remove all of its equipment and other personal property from the Premises and the Building.
- 4. Usage Fee.** Occupant will pay University the rental fee stated in the confirmation details (“Usage Fee”) no later than thirty (30) days after the Termination Date. An invoice will be sent to the contact indicated above. The Usage Fee will be tendered by check to Ohio University OUL, Office of the Bursar, 010 Chubb Hall, Athens, OH 45701 or another form of payment agreed upon by both parties.
- 5. Permitted Use of Premises.** During any Occupancy Period, Occupant will have the right to use the Premises solely for the purposes indicated on the Reservation Confirmation (attached hereto and incorporated herein) (“Permitted Use”). Occupant will not permit the Premises to be used for any other use other than the Permitted Use. Occupant will occupy and use the Premises only in a careful, safe, and proper manner and with reasonable care and diligence so that the Premises remains in good condition. Occupant will not use (or permit its employees, invitees, and guests to use) the Premises in material violation of any law, regulation, order, or requirement of the federal, state or local governments, courts or other lawful authorities having jurisdiction over the Premises, nor will Occupant cause (or permit its employees, invitees, or guests to cause) any nuisance to exist in or near the Building. Occupant will obtain, maintain, and comply with all permits, licenses, and other authorizations required for its use of the Premises. Occupant’s violation of this section will be cause for immediate termination of this Agreement.
- 6. Termination.** University and Occupant each may terminate this Agreement in its sole discretion with or without cause upon 60 days’ advance written notice to the other party. If Occupant purports to terminate this Agreement without cause by giving less than 60 days’ advance written notice, Occupant will pay all amounts due under this Agreement for the entirety of the then-applicable term. University will have the option to terminate this Agreement immediately without cost or penalty if a casualty, including fire, or condemnation that materially deprives University and/or Occupant of use of the Premises for any period of time.
- 7. Loss or Damage; Indemnity.** Occupant agrees to hold harmless and indemnify University and its Board of Trustees, employees and agents, from any loss, liability and expense (including, without limitation, reasonable counsel fees and court costs) and from any claims, actions or proceedings of any kind or nature of anyone whatsoever, arising or growing

out of or in any way connected with, directly or indirectly, the occupancy or use by Occupant of the Premises, or by reason of breach, violation or nonperformance of any obligation, covenant or condition hereof on the part of Occupant, except to the extent that such claim, action or proceeding resulted from University's negligence or misconduct. University will not be liable for damage to or loss of Occupant's property of any kind while on the Premises, within the Building or on University's Lancaster campus.

8. **Parking.** Parking will be available adjacent to the building.
9. **Access Control.** The building will be open from 7:30 AM to 10:00 PM. Access is granted to the second floor only (unless otherwise specified) and the rooms assigned, including the restrooms and lobby.
10. **Audio / Visual Equipment and Internet Access.** Audio/visual equipment and/or internet access will be provided as agreed by the parties. If requested, an IT specialist will be available to assist you during the hours specified or will be on call if not physically present in the building.
11. **Building Rules.** Occupant is required to comply with all Building Rules and Regulations, listed at the bottom of this Agreement, during the Occupancy Period.
12. **Right of Entry.** University may enter the Premises at any time without prior notice to Occupant to examine, inspect and protect the Premises, provided that such entry will not disrupt the functions and operations of Occupant at the Premises unless an emergency.
13. **License.** No tenancy whatsoever is intended to be created by this Agreement. The privilege granted to Occupant herein is not one of lease or grant, and will not give Occupancy any right, title or interest in and to the Premises.
14. **Insurance.** During the Term, Occupant and University each will maintain workers' compensation insurance in the amounts required by law and commercial general liability insurance insuring, respectively, Occupant's and University's liability for loss of or damage to personal property and injury to or death of third parties with a combined single limit of not less than \$1,000,000 per occurrence. All such insurance must be issued by reputable insurance companies of recognized financial responsibility that are licensed to sell such insurance in the State of Ohio. Evidence of such insurance will be provided to University upon request. Occupant will not do or permit anything to be done in the Premises or Building that increases the rate of fire or other insurance on the Premises or the Building. University and Occupant hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, managers, directors, partners, members, shareholders or employees, for any loss or damage that may occur to the Premises or any property therein, by reason of fire or any other cause which is covered by insurance required by this Agreement, regardless of cause or origin (including negligence), and each covenants that no insurer will hold any right of subrogation against such other party. All such waivers will be effective by any person claiming by, through or under either University or Occupant.
15. **No Alterations.** Occupant will not be entitled to make any alterations or modifications or attach any fixtures to the Premises or the Building.
16. **Default.** Each of the following will be deemed an event of default:
 - a. failure to make any payment required under this Agreement within five days after receipt of written notice by the other party of such failure; or
 - b. failure to perform any obligation that is not remedied within 10 days after receipt of written notice by the other party of such failure, unless because of the nature of such failure it cannot be corrected within such 10-day period, in which case default will be failure to commence correction within such 10-day period.

Immediately upon the occurrence of any event of default or at any time thereafter, unless that event of default has been cured with the written consent of, or waived by, the non-defaulting party, the non-defaulting party may at its option terminate this

Agreement without waiving any legal rights and remedies.

17. Notices. All notices required or desired to be given to either party under this Agreement will be given in writing and deemed given when delivered personally, three days after having been mailed by certified mail (return receipt requested) to the party at the address(es) listed below, or one day after having been delivered to Federal Express or other express delivery service for overnight delivery to the party at the address(es) listed below:

To University

Ohio University

Lancaster, OH

With a copy to:

Ohio University
Office of Legal Affairs
160 West Union Street Office Building, Room 150
Athens, OH 45701

To Occupant

Address listed on the Reservation Confirmation above

18. Governing Law and Forum. This Agreement will be governed in regards to its execution, interpretation or enforcement in accordance with the laws of the State of Ohio. Venue for its enforcement or any action or proceeding based on this Agreement will be in the Ohio Court of Claims for any claim against University.

19. Assignment. Occupant will not assign this Agreement or any of its rights or obligations herein. Any such assignment will be void and be cause for immediate termination by University of this Agreement. University may assign this Agreement or its rights or obligations herein upon 15 days' advance written notice to Occupant.

20. Alcohol. Occupant will not host or sponsor any event in the Premises that involves the use and/or service of alcoholic beverages without first obtaining University's prior approval. To apply for that approval, Occupant will submit a completed "Application to Sell or Use Alcoholic Beverages at Ohio University" to the Senior Director for Central Ohio Programs and Partnerships no later than forty-five (45) days prior to the event, as prescribed in University Policy No. 24.001. Approval will be granted or denied in University's sole discretion. Occupant will be solely responsible for obtaining all permits, licenses and approvals necessary for the use and/or service of alcohol at the Premises and for complying with all applicable laws, regulations, ordinances and other authority.

21. No Third Party Beneficiary. There will be no third party beneficiary to this Agreement.

22. Entire Agreement. No oral statement or prior written material not specifically mentioned herein will be of any force or effect and no change in or addition to this Agreement will be recognized unless evidenced by a writing executed by University and Occupant. Such amendment will become effective on the date stipulated therein.

23. Waiver. No waiver of any rights or obligations hereunder will be deemed to have occurred unless it is in writing signed by the party against whom such waiver is asserted, and no waiver will be deemed a waiver of any other or subsequent rights or obligations.

24. Counterparts. This Agreement may be executed in several counterparts, and each executed counterpart will be considered an original of this Agreement. Occupant understands and agrees that violation of this Section will result in

immediate, significant and immeasurable harm to the University.

25. Use of Name. Occupant may not use the name, logos or identifying marks of the University in any advertisement, promotional materials, press release or other public statement or on its website unless it first obtains the express written permission from an employee of University Communications and Marketing with authority to allow such use. Occupant will include the following statement on its materials and website prominently: "Ohio University is not a sponsor of this event." Occupant acknowledges and expressly agrees that any violation of this Section will be grounds for immediate termination of this Agreement at the sole discretion of the University without allowing the Occupant an opportunity to cure. In the event of a termination under this Section, Occupant will not be entitled to a refund of any amounts paid or otherwise incurred under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Use & Occupancy Agreement the Effective Date.

For University:

For Occupant:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RULES AND REGULATIONS

Occupant agrees that it, its agents, employees, volunteers, invitees, guests and visitors will observe and comply with the following:

1. Occupant may not use the name, logos or identifying marks of the University in any advertisement, promotional materials, press release or other public statement or on its website unless it first obtains the express written permission from an employee of University Communications and Marketing with authority to allow such use. Occupant will include the following statement on its materials and website prominently: "Ohio University is not a sponsor of this event."
2. No locks or bolts of any kind will be placed on doors or windows by Occupant nor will any changes be made in existing locks or the mechanism thereof. Occupant will, upon termination of its tenancy, return all keys to University.
3. Occupant will not at any time occupy any part of the Building or the Premises as a sleeping or lodging quarter.
4. Occupant will not place or use in or about the Building or the Premises any explosives, gasoline, kerosene, oil, acids, caustics, paints or any inflammable, explosive, or hazardous material.
5. University will not be responsible for damaged, lost or stolen personal property, automobiles, vehicles, equipment, money, jewelry or property of any kind from the Premises, Building, parking lot, or common areas, including public restrooms, regardless of whether such loss occurs when area is locked against entry or not.
6. No bicycles, vehicles or animals (other than assistance animals) will be brought into the Building. Bicycles are permitted outside the Building in the parking areas.
7. None of the entries, passages, doors, elevators, hallways or stairways will be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, or such areas be used at any time except for access or egress by Occupant, Occupant's agents, employees, volunteers, invitees, guests and visitors.
8. Nothing will be thrown out of the windows of the Building or down the stairways or other passages.
9. The University will not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements, or delays of any sort or duration in connection with the elevator service.
10. No awnings or other projections will be attached to the outside of the Building and no curtains, blinds, shades, or screens, other than those specified by University, will be used in connection with any window of the Premises without the written consent of University.
11. Canvassing, soliciting and peddling in the Building are prohibited, and Occupant will cooperate to prevent the same.
12. No smoking, tobacco use or alcohol use is permitted in the Building. Notwithstanding the foregoing, alcohol may be served provided as part of an event approved by University and appropriate licensing authorities pursuant to requirements of the Agreement.