

OHIO UNIVERSITY EVENT SERVICES USER AGREEMENT 2009-2010

The purpose of this agreement is to hold registered student organizations and University departments accountable for events held within the venues controlled by Ohio University Event Services (*formerly Baker University Center Administration*). Additionally, student organizations must be registered according to the policies of the Division of Student Affairs in order to reserve space.

Definitions

For the purposes of this agreement, the following terms are defined:

User – The organization or department requesting a reservation, equipment, or services, and is ultimately responsible for the payment of any associated fees and expenses.

Internal Reservation – A reservation for equipment, space and/or services that are made by a registered student organization, a university department, university committee, any official University senate, the Board of Trustees, the Ohio University Foundation, or the Ohio University Alumni Association that utilize university, student organization, or foundation funds for payment of services. If the requester produces an event that requires an admission for attendance or participation, it will be considered an internal reservation if the proceeds from the sales stay within the university, or go to a nationally recognized philanthropy. The philanthropy must provide a letter of acceptance stating their willingness to accept the funds.

Annual renewal of agreement required

This agreement requires an annual renewal, as terms, fees, or other associated policies and practices may change, as well as organizational membership and authorized personnel. By signing and accepting this agreement, your organization and its membership agree to be bound by its terms, including the policies and practices referenced but not explicitly defined, herein. For University departments, the signature must be that of the Director, or higher officer in your immediate structure. For University committees, the signature must be that of the Committee Chair or the University department commissioning the committee. For Registered Student Organizations, the signature must be both the advisor of the organization, and the organization's president and treasurer.

All facilities and spaces controlled by Ohio University Event Services (formerly Baker Administration)

Control over the use of the Venue and surrounding areas shall at all times remain in the exclusive control of Event Services. Event Services reserves the right to impose any limitations, restrictions and conditions to the use of any Event Services managed venues or spaces, location and use of any equipment and access of any persons, equipment and materials to any Event Services managed venues or spaces. Event Services reserves the right to direct the User, or any other individuals directly associated with the Internal Reservation, to discontinue any activity constituting a violation of any Ohio University policies, Event Services policies, or any federal, state, or local laws.

Compliance with all OU & Event Services policies in place at time of Internal Reservation

The User agrees to voluntarily comply with all Ohio University policies and Event Services policies in place at the time of the Internal Reservation. This includes, but is not limited to the following Ohio University Policies: [01.025](#) - Use of Ohio University Facilities; [01.030](#) - Production and Hosting of Major Events; [24.001](#) - Alcoholic Beverages on University Property and in Fraternity and Sorority Houses; [24.002](#) - Baker University Center Advertising and Announcements; [24.003](#) - Baker Center Reservations; [24.005](#) - Baker Center Solicitation; [24.012](#) - Use of Athletics Department-Controlled Facilities; [24.016](#) - Use of Outdoor Space on the Athens Campus; [24.020](#) - Use of Templeton-Blackburn Alumni Memorial Auditorium; [42.501](#) - Decorations in University Buildings; [44.113](#) - Smoking; [47.010](#) - On Campus Temporary Food Service Practices; [47.015](#) - Catering.

Rate and Fee Schedule in place at the time of the Internal Reservation

All rates and fees assessed will be based on the Event Services Fee Schedule in place at the time of the Internal Reservation. Event Services will make all good faith attempts to communicate any changes to the Fee Schedule in a timely manner to all Users affected by such changes, including any adjustments to estimates or reservation confirmations made prior to the effective date of the Fee Schedule. All Internal Reservations will be required to provide payment for any services and equipment not included with the reserved Venue, and any costs associated with the setup of the Internal Reservation and recovery of the Venue to its standard state.

Damage Policy

Charges to recover the cost related to the repair or replacement of University or privately owned equipment or property that is damaged or lost as a direct or indirect result of actions by any individuals directly associated with the Internal Reservation or User, including User membership, participants and audience. The extent of damage or loss will be assessed and estimates for the repair or replacement, either utilizing internal or external services, will be used to determine the final charge for damage.

Cancellation Policy

Any cancellation for internal reservations made less than 3 business days prior to the scheduled reservation for conference rooms, or 10 business days prior to the reservation for large event spaces, is responsible for the hourly pro-rated rental fee for the space and 50% of any equipment or staffing attached to the reservation.

Any cancellation made the day of the reservation, or any reservation that is made but not utilized, will be assessed a Late Cancellation Fee, and is responsible for 100% of any equipment, staffing costs, or other expenses attached to the reservation. Additionally, the User is responsible for any rentals and/or penalty charges from any cancellations of sub-contracted services or equipment, per the vendor's standard policies.

Reserved rights

Event Services reserves the right to relocate or recommend the relocation of the Internal Reservation to alternative spaces depending on expected size of the audience, technical needs, scheduling concerns, and appropriateness of program in Venue. All reasonable efforts to provide timely notification will be made.

Event Services reserves the right to determine staffing and equipment needs, hire, sub-contract, or otherwise enter into agreement with any third party to provide equipment or services in order to maintain the safety and quality of the Internal Reservation, the Venue, and the associated personnel and equipment and to meet the terms of this Agreement. All Artist needs shall be determined and mutually agreed upon between Event Services and the User, prior to entering into any binding agreements. Should such needs be required specifically for the protection or safety of persons or property, the final determination shall be at the discretion of Event Services.

Event Services, reserves the right to cancel or relocate an Internal Reservation in order to serve the best interests of Ohio University and maintain the institution's primary mission.

Event Services, or any other University department having such authority, may require the User to secure a commercial general liability insurance policy that covers Ohio University, its agents, and its subcontractors against fire, theft, riot and any other act which has the potential to cause harm or damage to personnel and property for the duration of the Internal Reservation and any activities directly associated with the preparation or recovery. Specific requirements will be determined on an individual basis, based on the specific Internal Reservation and Venue.

Event Services reserves the right to require that all tickets, or other form of admission, be managed by the Event Services Ticket Office, which may impose fees for such management.

Event Services reserves the right to change, add or remove any part of this agreement, or any part of the services, at any time, and will make all reasonable efforts to provide timely notification of any such alterations prior to the effective date.

Event Services reserves the right to refuse any requests for an Internal Reservation based on any of the following: risk to public safety or property security; reasonable flow of pedestrian or vehicular traffic; failure to comply with Ohio University or Event Services policies; reputational risk to the University; at the direction of other University departments or governmental agencies having such authority; failure of User to disclose necessary and relevant information regarding the Internal Reservation; failure of User to make timely payment for services; change of User's active status with the University; and/or falsification of information related to the User or the Internal Reservation.

User Obligations

The User will provide the names and contact information of specific members authorized to schedule any Internal Reservation on behalf of the User. Any changes to such information must be communicated to Event Services in writing.

Additionally, the User shall identify a primary and secondary contact for each Internal Reservation who has authority regarding decisions related to that specific Internal Reservation and who will be in attendance at the Internal Reservation. This may include individuals not authorized to schedule Internal Reservations on behalf of the User at the time of the scheduling of the Internal Reservation.

The User is required to provide default payment and User contact information on this agreement, and any alternate payment information at the time of the reservation. Any changes to such information must be communicated to Event Services in writing.

The User is expected to make good faith efforts to communicate all relevant information regarding the Internal Reservation to Event Services in a timely manner, and recognizes that penalties may apply for untimely communication or late changes to the Internal Reservation.

At no time shall the User enter into a contract or other binding agreement with any performer, artist, vendor, sub-contractor, company or other individual or agency to provide performance or Internal Reservation related services in direct support of the Internal Reservation without the express consent of Event Services. All contracts related to the Internal Reservation must be reviewed by Event Services, and appropriate revisions and venue-specific riders required by Event Services be attached to the final contract(s) as appropriate.

The User is responsible for securing all local licenses, permits and authorizations required for the Internal Reservation to proceed. This includes, but is not limited to, parade permits; tent permits; noise ordinance variances; temporary food service permits; alcohol permits; and major events applications. Any failure on the part of Event Services to request or review such permissions shall not affect the User's obligations thereunder.

The User recognizes its critical role in the success of the Internal Reservation, and agrees to provide reasonable assistance and relevant information to Event Services in order to provide appropriate planning, risk management, implementation and recovery.

Event Services Obligations

- a. Provide Venue, staffing and services as agreed to in the reservation confirmation or estimate
- b. Make reasonable efforts to accommodate any last minute requests for Venue, staffing or equipment
- c. Provide timely estimates and invoices for those events that need estimates and invoices

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Registered Student Organization/Department Name:

Registered Student Organization/Department Address:

(street address) (city) (state) (zip code)

Registered Student Organization/Department Account Number:

Only the individuals listed below may make or cancel reservations in spaces controlled by the Ohio University Event Services office on behalf of your organization/department.

Name _____ Title _____

Email _____ Phone _____

Name _____ Title _____

Email _____ Phone _____

Name _____ Title _____

Email _____ Phone _____

Name _____ Title _____

Email _____ Phone _____

For registered student organizations only:

President _____ Date _____

(print name) (signature)

Treasurer _____ Date _____

(print name) (signature)

Advisor _____ Date _____

(print name) (signature)