



**MOUNT MARY UNIVERSITY
FACILITY USAGE
TERMS AND CONDITIONS**

I. Introduction.

Mount Mary University is committed to promoting education and social justice in a Catholic-based institution, and, as part of this commitment, it allows outside parties with concurrent ideals to utilize its facilities. At the same time, University is dedicated to continually maintaining the safety and security of all of its users and occupants. To these ends, it requires that all University visitors adhere to the highest safety and integrity standards. As a private facility located in a residential area, University requires that all users of University facilities are respectful of its practices and also of its surrounding neighbors. Moreover, outside parties conducting activities on University property are ambassadors of University. Therefore, the following terms and conditions shall apply to any member of the general public, including organizations and groups, who is granted and signs a usage agreement (User).

Note that the term User applies to both the party renting the facility and those persons allowed to be present at University as a result of the usage agreement. It shall be the responsibility of the party renting the facility to ensure that all participants in the activity are advised of these terms and conditions. **All terms and conditions will be strictly enforced. User shall read and agree to abide by all terms and conditions stated herein, and shall indicate so by initialing each section and signing this document.**

II. Right of Refusal.

Initial _____

University facilities are provided for the primary purpose of academic activities and activities consistent with University's mission. Applicants who intend the use the facilities for other purposes will be evaluated on an individual basis. University reserves the right to refuse usage for any reason, at the sole discretion of University. Reasons for refusal may include, but are not limited to, scheduling conflicts, unsuitability of facility requested, potential property damage, concerns regarding security or public safety, and lack of fit with University mission and values. Moreover, University has the right to exclude any person from the campus whom University has concluded, at its sole discretion, has violated any of these terms and conditions-before, during or after any activity.

III. Event Scheduling.

Initial _____

All use is subject to availability. Priority will be given to the needs of University. All facilities are rented on a "first-come, first-served" basis, which is interpreted to mean the first party who submits an application, a \$150 deposit (\$200 for dining rooms), and a signed, initialed copy of this document. After approval of the application, a signed usage agreement and all required accompanying documentation must be received at University a minimum of three (3) weeks before the event. All rental and ancillary fees must be paid within ten (10) business days prior to the event. Failure to pay fees does not constitute a cancellation (see XIII. Cancellation by User, below).

IV. Permissible and Non-permissible Activities.

Initial _____

User is entitled to legal enjoyment of facility for the purpose stated in the application. All persons under the age of eighteen (18) years must be accompanied by a responsible adult/s, and no pets of any kind with the exception of trained guide dogs are allowed. Activity must be conducted so as not to interfere with the legal rights of other sanctioned users of University, neighbors, and members of the general public in proximity. User is expected to exercise caution and reasonable judgment during activity. Excessively loud events, intentionally propelling balls into the street or into the yards of neighbors, argumentative behavior, use of profanity, sexual or any other form of harassment, discrimination, or other behavior that, in the judgment of University personnel, does not meet these requirements may result in the refusal to approve a usage agreement, cancellation of further use of University facilities by User, or immediate cessation of activity in progress. Should any of these censure measures be necessary, User is not entitled to a refund of payments.

No alcohol, weapons, weapon facsimiles, controlled substances, toxic substances, pollutants or contaminants are permitted at any time at the University. Users must comply with all federal, state, and local laws, regulations, and ordinances at all times. Lawful use of alcohol may be allowed with prior authorization, and only when alcohol is purchased from University and dispensed by trained University personnel. Users must observe all fire code ordinances, taking care not to block doors, hallways, exits, or emergency vehicle accesses. **All unlawful activity is prohibited at University and will result in immediate and permanent exclusion of any User.**

Other prohibited activities at University include but are not limited to: camping, cooking, picnicking, burning or removing wood, animal training, sport shooting, golfing, and participating in other unauthorized organized sports. Demonstrations or rallies of any kind are not allowed unless specifically authorized in writing by University and are in support of its mission. Smoking is prohibited in all buildings and is only allowed in designated outdoor smoking areas.

User is entitled to decorate facility provided that facility is left in the same condition as it was prior to activity. No staples, tape, glue or nails will be allowed on walls, ceilings or fixtures in any room on campus. Confetti and streamers are prohibited. No latex balloons or latex products of any kind are allowed on campus, however, mylar or non-latex balloons may be used. (Note: an extra charge may be assessed for the disposal of helium balloons that are not removed by User.)

User is entitled to engage the services of a band or disc jockey, provided that the sound level is not excessive and does not violate local noise ordinances. User has the option to rent a public address system or audio visual equipment from University provided that University has the requested equipment available for use.

User is entitled to advertise the event, provided that all advertising is approved by University before it is sent out to the media or the general public. Copies of advertisements and/or brochures must be submitted to University personnel in charge of facilities for approval at least ten (10) business days before said items are printed or promulgated. University logo may be used only with advance permission.

Any plans to post signage on University property in promotion of the User's event, must receive advanced approval from the University. The external electronic sign, located at 92nd and Burleigh, is reserved for University events only and is not available for use by third parties.

User is prohibited from bringing to University any vendor or service provider with the intent of charging for wares or services. If User is a vendor or service provider, University shall determine at its sole discretion if the application will be accepted. User is also prohibited from bringing food or beverages to University campus, and from hiring other parties to do so. Any food or consumable items must be provided by University or its authorized food service vendor.

V. Disposal of Refuse and Recyclable Materials. Initial _____

University will be responsible for providing appropriate receptacles and disposing waste, including recyclables. However, it shall be the responsibility of User to collect and place the waste in the proper receptacles, which will include separating the recyclables, unless arrangements have been made for University or another waste disposal contractor to collect and sort the refuse. In this case there will be an additional charge (see *Facility Usage Application*). User shall leave the premise in the condition found.

VI. Orderly Entrance and Exit. Initial _____

User shall make every possible effort to control and channel the volume of people that enter and exit the facilities, and shall provide any necessary signage and personnel required to ensure this. User shall endeavor to quickly and quietly exit all people from University facilities at the termination of the activity so as not to disturb classes, other activities, or campus and neighboring residents. User agrees to cooperate with and assist University personnel in managing both street and foot traffic.

VII. Parking. Initial _____

Parking will be provided by University to the extent available at no cost. However, if parking is insufficient for the number of anticipated guests/participants, the event application may not be approved. University reserves the right to designate the parking area that User is permitted to utilize, in coordination with University's Public Safety Department. User agrees not to park in public streets in a manner that may interfere with the access or enjoyment of persons dwelling in neighboring properties.

VIII. Hours of Operation. Initial _____

All events must be held during regular University business hours, unless specifically approved by University. At no time shall outside events be held before 7:00 A.M or after dusk. Interior events shall be held between 7:00 A.M. and 12:00 A.M. Any overtime labor expenses incurred for extended hours of operation due to User event shall be paid by User.

IX. Guests. Initial _____

University reserves the right to limit the number of guests on campus. If necessary, User agrees to cooperate with University in limiting and controlling the number of visitors on campus.

X. Post-Event Fee Assessments Initial _____

If University determines those additional fees are due because of unanticipated expenses incurred during the course of the activity or as a result of the activity, User agrees to pay for all supplemental charges.

XI. Safety and Security. Initial _____

University's Department of Public Safety is responsible for patrolling the campus area on behalf of University, and may act as the representative of University. University reserves the right to be the sole provider of security at any event on campus, and University's Director of Public Safety has the right to assess the security needs of any event on campus. **Fees will be charged above the standard rental rates if University deems that the need for additional security exists.** These fees must be paid within ten (10) business days prior to the event, or the event cannot take place on University campus. Fees will be assessed on an hourly basis, with a minimum of three (3) hours for each additional officer required to be on duty.

One additional security officer will be required for every 250 or more event participants, spectators or guests, in addition to those on patrol. University's Director of Public Safety reserves the right to increase this, depending on specific circumstances. If money is present or is to be collected at User event, one additional security officer shall be on site, in addition to the number of officers required.

User is responsible for ensuring that a sufficient number of adults are present during the event. The following guidelines shall be used in determining the number of required adult supervisors/facilitators for every participant.

- Children from three to six years: one (1) adult to twelve (12) children.
- Children over six years to twelve years of age: one (1) adult to fourteen (14) children.
- Children over twelve years of age: one (1) adult to eighteen (18) children.
- Adults over eighteen years of age: to be determined based on need.

User is required to comply with all directions given by University Public Safety officers, including instructions to depart immediately from University, even if User believes that such instructions are inappropriate or unwarranted. Complaints may be addressed to the Director of Public Safety at (414) 930-3305 after User has complied with the directive/s of the Public Safety officers on site.

XII. Liability.

Initial _____

User understands and agrees that any and all responsibilities for User’s legal liability, including but not limited to fiscal responsibilities, arising from the use of University by User shall rest solely with User. Therefore, User is required to maintain insurance coverage in the amounts indicated below and submit to University a certificate of insurance naming Mount Mary University as additional insured. Personal liability coverage afforded by a standard homeowners/renters policy may meet this obligation. If requested by University, User is responsible for obtaining a review by User’s insurer or insurance agent to assure that adequate insurance coverage has been obtained by User. Evidence of satisfactory coverage must be submitted to University. University reserves the right to determine if insurance requirements are met by User.

<u>Insurance Coverage Required:</u>	<u>Per Occurrence:</u>
General Liability Insurance	\$1,000,000
Property Insurance	\$1,000,000
Auto Liability and Physical Damage	\$1,000,000

User shall indemnify, defend, and hold University, its trustees, officers, employees, agents, and students harmless from all loss, cost, or expense of any kind related in any way to personal injury or property damage arising out of or in connection with the use of University by User, as well as any breach of applicable law by User. User assumes and accepts all legal liability associated with personal injury suffered or property damage caused by User. In addition, nothing in these terms and conditions shall constitute a waiver by University of any right of indemnification, contribution, subrogation, or other remedy available to University at law or in equity.

User understands and acknowledges that University will rely upon the agreement to these terms and conditions in granting the usage agreement, and will not issue the usage agreement except in reliance upon the User’s agreement to these terms and conditions.

User shall not be entitled to recover any incidental, special, punitive, or consequential damages against University, under any legal theory of recovery in the least action related to any usage agreement. User further agrees that University’s liability in any dispute concerning any usage agreement shall be limited to the amount of the usage agreement fee/s actually paid to University by User.

XIII. Cancellation by User.

Initial _____

A \$150 (\$200 for dining rooms) deposit is required with the application. In the event that the application is not approved, the deposit will be returned in full to applicant. If the application is approved, the deposit is not refundable.

If User has signed a usage agreement, cancellations will be managed as follows:

- Cancellations received up to eleven (11) business days before the event: User will not be charged the full amount, and will be refunded any amount paid LESS the deposit.
- Cancellations received ten (10) or fewer business days before the event: User will be charged the full amount.

All cancellations must be received in writing. The date of cancellation shall be defined as the day the written cancellation was received by an authorized representative of University.

XIV. Cancellation by University.

Initial _____

University will make every effort to rent facilities in good faith. However, University reserves the right to cancel if facility becomes unusable for any unforeseen reason, or during periods of emergency construction, renovation or maintenance. University also reserves the right to cancel when the condition of fields or grounds does not permit the planned activity, such as when an excessively wet field would be damaged by use for particular sporting events. In addition, University may cancel when lightning, tornadoes, or other serious weather conditions are present or anticipated.

If User has signed a usage agreement, cancellations will be managed as follows:

- Cancellations made because of uncontrollable events or “acts of God:” Fees are nonrefundable, and User will be charged the full amount.
- Cancellations made because facility has become unusable for any other unforeseen reason: Fees are refundable, and User will be reimbursed the full amount and the deposit.

The maximum amount refunded would be the deposit and any other fees paid. If University deems it necessary to cancel any event, University shall not be responsible for any damages or expenses incurred by User as a result of the cancellation.

I, the undersigned, agree to abide by the terms and conditions of this agreement. I understand the following:

Mount Mary University reserves the right to exclude any person at any time from the campus. Mount Mary University also reserves the right to exclude any person from the campus whom University has concluded at its sole discretion has violated any of these terms and conditions, as well as to refuse approval of usage agreements in the future, without liability of any kind. Users must comply with University mission and values. Violations of any kind will result in immediate removal from University.

Authorized Signer (Print Name)

Signature: _____

Date: _____