

## **CAMPUS RECREATION FACILITIES USE AGREEMENT (University Organizations)**

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of its Campus Recreation Department (Campus Recreation) and its Facilities including Campus Recreation Student Fitness Center & McCormick Hall, Redbird Adventure Center, Gregory Street Fields, and the Bowling and Billiards Center shall commence and expire on the stated date(s) and times listed above. The parties agree to the following terms and conditions.

University procedures and policies are subject to changes and additions. Such changes and additions shall be officially posted on the Campus Recreation website at <https://campusrecreation.illinoisstate.edu/facilities/reservations/> and shall constitute actual notice to the Client.

### **I. CLIENT TYPE AND AUTHORIZED USER INFORMATION**

The Facility will have sole discretion to determine client types. The Client is bound by the procedures and rates as outlined by the client type.

Any person designated as authorized users above can request services for this event in the name of the Client. As the Client, and by providing all authorized users’ names, the Client is agreeing to pay for any services requested by the Client and/or authorized users associated with the Client’s event.

If any of the Client’s contact or authorized user information changes or any details of the event change, the Client must contact their event coordinator by email or phone at (309) 438-3700. The Facility will update the Facility Use Agreement to reflect the changes. The new Facility Use Agreement must be signed prior to the event date or the Client risks forfeiting their reservation.

University Clients must meet the following criteria:

- A.** A faculty or staff member of Illinois State University must book the event, plan the event, be authorized to incur charges on behalf of the University department, and sign the Agreement and banquet event order.
- B.** The event must be for the benefit of the University, not for personal use. Events for personal use fall under the public or nonprofit client type.
- C.** The Client must provide a University account number or confirm foundation funds will be used to pay for the event at the time of booking. If the event will not be paid with a University account number or foundation funds, the Client will be charged either public or nonprofit rates.
- D.** Once a University department has booked an event, they may not request to change the client type.

### **II. EVENT DETAILS**

Please review the detailed information outlined above on any subsequent Facility Use agreement to assure that this accurately reflects the event requirements. Campus Recreation reserves the right to adjust space(s) based on space utilization and availability. Every effort will be made to notify the Client in advance and to accommodate the Client in alternate location(s).

- A.** Client will provide preliminary details of the event needs on the Facility Request form (i.e. room layout, activities taking place during the event, and any special needs) to Campus Recreation no later than 10 business days prior to the event.
- B.** All events must provide final details no later than 5 business days prior to the event.
- C.** Campus Recreation will do its best to accommodate additional requests not on the Facility Request form less than 5 business days prior to the event but under some circumstances may not be able to fulfill the Client’s request and will notify the Client.

- D.** Client understands that if event details change from what is provided on the reservation form that the space request may be cancelled.

### **III. FOOD/BEVERAGE/CATERING**

Food, beverage, and/or catering is not permitted with the Facility unless pre-authorized in writing by Campus Recreation. Requests must be submitted in writing to Campus Recreation as soon as possible but no later than 7 business days prior to the event.

Client will make arrangements for any such food/beverage/catering. Food Permit may be required as stated in University Policy on Sale/Distribution of Food on Campus <https://policy.illinoisstate.edu/health-safety/ehs/5-3-11/>.

Verification of food permit will be submitted to Campus Recreation by Client 7 business days prior to the event at the time final event details are due. If not received, no food will be permitted.

### **IV. FINALIZING EVENT**

The Client must meet all requirements by the deadline specified, including, but not limited to, any Event Review Committee requirements, providing any required documentation (i.e. insurance documents for outside entities, signed Agreement), and/or providing applicable payments. If all requirements are not met, the event may be cancelled or postponed.

If less than five business days before an event, equipment services, room charges, and labor are reduced or cancelled, the Client is responsible for 100 percent of the charges before the reduction or cancellation of services. Due to limited resources, requests or changes to an event may not always be accommodated. When they can be accommodated, late requests may incur additional fees.

### **V. PAYMENT**

The individual or organization sponsoring the event shall be responsible for all costs incurred including, but not limited to, clean-up, special construction, set-up costs, security, EMT, insurance, and facility operations as the University deems necessary. The individual or organization sponsoring the event is also responsible for making sure that University Policies are followed by the group and its invitees during the event. Violation of university policies, including violations by invitees, could result in sanctions for the group or individuals responsible for the event, in accordance with applicable University policies including, but not limited to, the Student Code of Conduct, University policies applicable to employees, and other available methods.

#### **A. DEPOSIT**

- a. University Clients who are in good standing are not required to provide a deposit.

#### **B. CHARGES**

- a. Attached are estimated charges for your event based on identified needs as of the date printed below, and do not reflect charges that may be incurred after the print date or on the day of your event.
- b. Actual charges will reflect changes, discounts or additions including requests granted on the day of your event.
- c. Rates for the Campus Recreation Facilities and equipment are evaluated annually, and new rates may be effective beginning July 1 of each year.
- d. A final bill reflecting actual charges will be presented after your event, if necessary, and is payable upon receipt.
- e. If payment is not received within 45 business days of invoicing, a 5% late payment fee will be applied to the invoice and an additional 1.5% will be added every 30 days thereafter.

- f. If there is a Program Agreement in addition to the Facility Use Agreement, the payment provisions listed in the Program Agreement override any payment provisions in this Agreement.

## **VI. FACILITY SERVICES AND REQUIREMENTS**

### **A. A/V EQUIPMENT**

- a. A/V technology equipment must be Campus Recreation approved in writing at least 5 business days prior to the event date.
- b. McCormick Hall A/V technology equipment arrangements must be made with Classroom Support (309-438-7412).

### **B. SHIPPING/STORAGE**

- a. Campus Recreation cannot accept any freight or materials (including overnight delivery services) prior to Client's contracted start date.
- b. All shipments must be delivered in the name of the Client on your move-in day, unless prior arrangements have been made and approved in writing the Campus Recreation.
- c. All shipments should be addressed to Client or their agent and not Campus Recreation. Campus Recreation employees cannot sign for freight or materials for Client's event.
- d. All items must be brought in and removed within the reservation time, unless previous arrangements have been made and approved in writing with Campus Recreation.
- e. Campus Recreation does not have storage space available and all items left after the contracted time may be disposed of by Campus Recreation at the Client's expense. Client will be billed for any and all charges associated with the removal and disposal.

### **C. DECORATIONS**

- a. Under no circumstances may Client staple, tape, or affix decorations onto any surface.
- b. Any damage to walls, floors, decorations, windows, tables, or other surface or furnishing due to decorations or signage will be remedied at the expense of the Client.

### **D. LOBBY TABLE USE**

- a. Tables or displays may not impede normal traffic flow in the Student Fitness Center and McCormick Hall and must remain in the assigned location.
- b. Representatives of the Client are not allowed to position themselves beyond their reserved space for the purpose of approaching or calling out individuals.
- c. Campus Recreation is not responsible for any materials or equipment left by the Client. It is the responsibility of the Client to take any materials or equipment with them at the end of the reservation.

## **VII. POLICIES, PROCEDURES, AND GUIDELINES**

The client agrees to follow all local, state, and federal laws and regulations and abide by all University Policies and Procedures, some of which are outlined below. Violation of these or any other University policies may result in suspension of reservation privileges for up to one academic year. Please refer to the University Policy and Procedures website at <https://policy.illinoisstate.edu/> for more information.

### **A. UNIVERSITY FACILITY AND SPACE USE POLICY AND USE OF FACILITIES AND PUBLIC SPACE PROCEDURES**

The full procedures related to University Use of Facilities and Public Space Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/procedure/>.

### **B. CAMPUS RECREATION PROCEDURES OR POLICIES**

Please refer to the Campus Recreation policies and procedures found at <https://campusrecreation.illinoisstate.edu/about/rules/> for more details.

## **C. ALCOHOL**

Please refer to the Illinois State University Alcohol Policy found at <https://policy.illinoisstate.edu/health-safety/general/5-1-20/> for more details.

## **D. PROTECTION OF MINORS POLICY**

Illinois State University is committed to ensuring a safe and secure environment when University faculty, staff, and students have Direct Contact with minors. The purpose of the Protection of Minors Policy is to ensure that minors are provided appropriate treatment and protections when participating in programs and/or activities being held on property owned or controlled by Illinois State University, or when agents/representatives of the University including, but not limited to, employees, students and/or volunteers have Direct Contact with minors. If an event involves Direct Contact with minors, the Client must also complete and submit the online registration form:

<https://riskmanagement.illinoisstate.edu/minors/registration/>.

## **E. PROMOTION/SELLING OF MERCHANDISE**

No promotion or selling of merchandise is permitted except at Gregory Street Fields with written pre-authorized approval by Campus Recreation no less than 7 business days prior to the event. See University Solicitation Policy at <https://policy.illinoisstate.edu/facilities/6-1-1/>.

## **F. LICENSED MEDIA, GAMES AND MOVIES**

Most media, games, and movies are licensed for private or home use only. As a public facility, the Facility's facilities are restricted from making available rooms, spaces, and equipment for activities that involve illegal use of media, games, movies, etc. The Client who wishes to use games, media, movies, etc. must show proper authorization and licensing before reservations are accepted. The Client's event planner can provide more information.

## **G. SMOKE AND TOBACCO-FREE CAMPUS POLICY**

The University is a smoke-free, tobacco-free campus. State law prohibits smoking, vaping, and the use of tobacco on campus property. Campus property includes buildings, grounds, and parking lots. Please refer to the Illinois State Smoke and Tobacco-Free Campus Policy at <https://policy.illinoisstate.edu/health-safety/general/5-1-7/>.

## **H. WEAPONS AND FIREARMS-FREE POLICY**

All persons are prohibited from possessing any weapon or firearm on the property of the University except as provided in the Illinois State University Concealed Carry and Prohibited Weapons Policy at <https://policy.illinoisstate.edu/health-safety/general/5-1-1/>.

## **I. ANIMALS/PETS**

Public health laws prohibit animals from food service establishments except for service animals. Please refer to the Illinois State University Dogs, Cats, and Other Animals Policy at <https://policy.illinoisstate.edu/health-safety/general/5-1-9/> and the Student Access and Accommodation Services Policies and Procedures at <https://studentaccess.illinoisstate.edu/policies/>.

# **VIII. WEATHER DECISIONS/RAIN LOCATIONS**

## **A. WEATHER DECISIONS**

- a. Campus Recreation maintains full discretion regarding Facility use based on weather conditions. Campus Recreation decisions regarding use of Facility will be made 1 business day in advance of event start date.

- b. Should weather conditions change during the course of the event, Campus Recreation may cancel the event underway to maintain Client safety and Facility integrity.

**B. RAIN LOCATION**

- a. Notification of use of Campus Recreation facilities as final rain location must be made 1 business day in advance of facility use and is dependent upon space availability.

**IX. CANCELLATIONS**

**A. FACILITY CANCELLATIONS AND NO-SHOWS**

Facility Reservations may be cancelled, in writing, up to 5 business days prior to the event without penalty. If the cancellation is received less than 5 business days prior to the event, or if Client fails to show up during their reserved time, a cancellation fee of any direct costs incurred by Facility will be assessed for each reserved space.

**B. FORCE MAJEURE**

The Facility in its sole discretion reserves the right to cancel an event. No claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of the University, including without limitations, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications, or computer (software and hardware services) (“a Force Majeure Event”). In the event of a Force Majeure Event, the Client will be responsible for payment of all non-recoverable expenses incurred by the Facility prior to the date of the cancellation.

**X. MISCELLANEOUS**

**A. USE OF SPACE**

The Client may use the identified University Facility for the limited purpose of the event(s) for the date(s) of the event(s).

**B. EFFECTIVE DATE**

This Facility Use Agreement shall become effective upon signature of both parties and shall remain in effect through the specified date(s) of the event(s).

**C. INSURANCE**

Depending upon the type of event and related activities, all vendors may be required to provide proof of appropriate insurance coverage and/or additional loss prevention measures according to the procedures of the Event Review Committee. The Client may also be required to provide insurance as specified in the University Facility Insurance Requirements and/or the Event Review Committee. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to an event.

**D. LIABILITY**

The Client shall indemnify and hold harmless to the Board of Trustees of Illinois State University its trustees, officers, agents, and employees, from and against any and all suits, actions, proceedings, claims, demands, assessments, judgments, costs, losses, liabilities and recoveries for injuries or death to any person including guests and invitees of the Client and for damage to property arising from the Client’s use of the University Facilities. The Client shall defend against such suits, actions, proceedings, or claims provided, however, that such case of action does not arise out of the direct negligence of the University or its agents.

#### **E. ASSUMPTION OF RISK**

The Client shall be responsible for the personal conduct, safety and welfare of its representatives, agents, and invitees. The Facility may, in its sole discretion, take whatever action it deems advisable with respect to such conduct. The Facility assumes no responsibility for any Client property brought into University Facilities by the Client and/or its invitees and the Client releases the Facility from all liabilities for any loss, theft, injury, or damage to such property that the Client may sustain.

#### **F. FACILITY LIMITATION OF LIABILITY AND DAMAGES**

The Client agrees to clear and leave the University Facility in condition equal to or better than the condition when the Client entered the premises. The Client also reimburses the Facility for the cost of any repair (other than normal wear and tear) to the facilities that arise out of or is in the way connected with the Client's use of the facilities. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party. The Facility shall not be responsible for any consequential, incidental, indirect, special or punitive damages or for any lost profits, lost revenues or costs of cover. These limitations apply regardless of the legal theory under which such liability is asserted and regardless of foreseeability. For other claims, the Facility's maximum liability will not exceed in the aggregate the total charges paid by the Client under the Agreement.

#### **G. FAILURE OF ENFORCEMENT/SEVERANCE**

The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or either party's right to enforce the terms to the Agreement.

#### **H. BREACH**

Failure to comply with any of the requirements of the Facility or this Agreement shall constitute a material breach of this Agreement and shall entitle the Facility to cancel this Agreement. In the event of such cancellation, the Facility shall be entitled to any money deposited as well as the reimbursement for any expenses it incurred pertaining to the Agreement. A waiver by the Facility of any breach of these conditions or any other condition in this Agreement shall not be held to constitute a waiver of any other breach or failure on the part of the Client.

#### **I. UNIVERSITY POLICIES, COMPLIANCE, AND GOVERNING LAW**

This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois. The Client agrees to comply with all applicable government laws and regulations and agrees to comply with all policies, rules and regulations of Illinois State University (including but not limited to restrictions regarding smoking on premises, access to premises, and use and sale of alcohol on University premises).

#### **J. NOTICES**

All notices required herein shall be in writing and shall be sent with an appropriate delivery of acknowledgement of receipt (e.g. certified mail, overnight delivery receipt, fax receipt, and/or email receipt).

Notices to the Facility shall be sent to:

Email: [CampusRecreation@ilstu.edu](mailto:CampusRecreation@ilstu.edu)

Mailing Address: Campus Recreation  
Campus Box 2781  
Normal, IL 61790-2781

Notices to the Client shall be sent to:

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## K. MODIFICATION AND AMENDMENT

This Agreement (and all attachments thereto) shall constitute the entire Agreement between the parties. The Agreement may not be assigned by either party without prior written consent of the other party. The Agreement may not be modified by either party unless agreed by both parties in writing.

If there is a program agreement included in the contract, the payment policy listed in the program agreement takes precedence

## L. AUTHORIZED SIGNATURES

By signing this Agreement, the Client acknowledges and agrees that they are an authorized agent of the Client and that the Client will be held financially responsible and liable for all services incurred by Illinois State University for this Agreement. Further, the Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University and within the Facility as described in this Agreement and elsewhere. In addition, by signing below, the signer attests that they are the Client or an authorized agent of the Client.

## XI. ITEMS TO BE COMPLETED BY THE CLIENT

### A. UNIVERSITY PROTECTION OF MINORS POLICY COMPLIANCE

Independent RSOs that use property owned or controlled by the University for events or activities are subject to requirements applicable to Outside Groups under the University Protection of Minors Policy at

<https://policy.illinoisstate.edu/conduct/1-19/>.

The Client must complete the following sections below (Refer to Section VII.C for more information).

#### Does the event(s) involve minors (under 18)?

- Will your staff, volunteers or event guests have Direct Contact, interaction with, or access to minors (under 18) at the activity/event(s)?
- Is the activity/event(s) primarily intended for minors (under 18) as guests?

Select Yes or No below and complete the corresponding steps.

☐ Yes

Client must complete and submit the online registration form:  
<https://riskmanagement.illinoisstate.edu/minors/registration/>

☐ No

STATEMENT: I agree that my activity/event(s) does not involve minors and I am not subject to the University Protection of Minors Policy.

Signature of Client

Date

## **XII. HEALTH FACILITY USE REQUIREMENTS**

While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all current university and facility specific recommended public health rules and precautions.

By signing this Agreement the Client acknowledges and agrees that they and/or their organization will be held financially responsible and liable for all services incurred by Illinois State University and Campus Recreation for this event. Further, Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University, Campus Recreation, and within the Facility as described in this Agreement and elsewhere. In addition, by signing below, the individual attests that he/she is an authorized agent of the Client.

---

Authorized Organization Signature

---

Date

---

Printed Name Authorized Individual

---

Title

---

Campus Recreation Facilities on Behalf of  
Illinois State University

---

Date