

CAMPUS RECREATION FACILITIES USE AGREEMENT (Public Clients)

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. Public clients do not fall within any other designated 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.

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. 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. Checks should be made payable to Illinois State University. Please include the invoice number. Payments may be made in person or mailed to Campus Recreation, Campus Box 2781, Normal, IL 61790-2781.
- f. Full payment must be received at least 5 business days in advance of the event date. If payment is not received, Campus Recreation reserves the right to release Client's reserve Facility space and cancel the reservation.
- g. 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.
- 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 section XIA of this agreement.

E. 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/>.

F. 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/>.

G. 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/>.

H. ANIMALS/PETS

Pets are prohibited from all Facilities as outlined in the University Policy at <https://policy.illinoisstate.edu/health-safety/general/5-1-9/>.

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.

Event Review Committee has required the following insurance:

The Client, at its own expense, will carry and maintain in full force and effect during the term of this Agreement, and any subsequent renewals thereof, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Illinois State University, with limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and/or death and for personal property damage, as protection against all liability claims arising from the use of the premises, and the Client shall name the Board of Trustees of Illinois State University as an additional insured on such policy of insurance, and is required to furnish said certificate of liability insurance coverage to the Venue no later than 10 business days prior to an event.

All vendors providing a service will also be required to provide proof of appropriate insurance coverage as required by University Risk Management. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the 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

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.

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/>.

SECTION ONE: The Outside Group determines if the activity/event(s) includes Direct Contact with minors as defined in the University Protection of Minors Policy.

Direct Contact occurs when individuals, on behalf of the Outside Group, have:

- Direct interaction, care, supervision, guidance, and/or control of minors at the event(s); or
- Access to minors where one-on-one contact with minor is possible at the event(s); or
- Authorized access to facilities/property for an activity/event(s) where minors are present at the event(s) (e.g. issued a key or similar access); or
- Unchaperoned time in facilities/property where minors are present at the event(s).

Direct Contact does not occur if a *chaperone* is present. A *chaperone* must be a parent/guardian (or parental designee) of a minor or an Outside Group individual who has completed a background check and is present at all times during the event or activity. Each Outside Group determines how to appoint *chaperones* for their event(s).

Further information about Direct Contact can be found at <https://riskmanagement.illinoisstate.edu/minors/outside-groups/>.

If you still have questions regarding if your event(s) includes direct contact with minors, please visit <https://riskmanagement.illinoisstate.edu/minors/> or call (309) 438-1900.

Does your Outside Group activity/event(s) include Direct Contact (as defined above) with minors?

Yes ☐

No ☐

If answer is yes, the Outside Group must complete section two and complete all required background checks for individuals that have Direct Contact with minors on behalf of the Outside Group at the Outside Group activity/event(s).

If answer is no, sign below. I agree to abide by all requirements of the University Protection of Minors Policy and certify the Outside Group activity/event(s) does not include Direct Contact with minors.

Signature of Client

Date

SECTION TWO: Direct Contact activity/event(s) background check requirements:

The Outside Group agrees to abide by all University Protection of Minors Policy requirements, including requirements to:

- Complete a background check for each employee and volunteer working at the activity/event(s) that include:
 - A search of national criminal database that includes, but is not limited to at least seven years of information, including felony, misdemeanor and other infraction information.
 - A name check of the National Sexual Offender Registry and a check of the Illinois Sex Offender Registry.
 - A check of the Murderer and Violent Offender Against Youth Registry.
- All other Outside Groups must agree to procure and maintain during the terms of the Agreement, General Liability insurance in a minimum amount of \$1,000,000 per occurrence and name the Board of Trustees of Illinois State University as additional insured. Insurance coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. The Outside Group shall evidence coverage by directing their Agent, Broker, or Insurer to send a Certificate of Insurance (COI) to ISU Representative. COI shall specifically state that sexual molestation is not excluded from full coverage amount. Exceptions to the insurance limit requirements outlined may be approved by the University Risk Management on a case-by-case basis. Please contact University Risk Management at 309-438-1900 with questions.
- To comply with the requirements of all applicable laws, including the Fair Credit Reporting Act, when completing a background check. The Outside Group agrees it shall not use the background check information for any other purposes, other than those purposes authorized by the Agreement;
- To release acquit and forever discharge Illinois State University, its Board of Trustees, officers, employees, agents and representatives from any and all claims that may be incurred arising out of, or in any way connected to the activity/event(s).

University shall:

- Reserve the right to cancel the event and immediately terminate the Agreement without penalty to University for any violation of the Background Check Terms by the Outside Group.
- Not be responsible for damages to the Outside Group for delays, or costs increased/incurred due to the Outside Group's failure to ensure completion of a required background check.

Outside Group agrees and acknowledges all terms and conditions.

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