

UD Campus Recreation Facility Rental Agreement

This agreement made and entered at University of Dayton between representatives of UD's Department of Campus Recreation ("UDCR") and _____ ("LICENSEE") herein represented by _____.

Rental of Facilities

For and in consideration of the sum hereinafter specified and the covenants herein contained, UDCR grants to **Licensee** the right to use the following facilities on the dates and times listed below, for the purposes listed and for no other purpose.

Facility:

Event:

Date:

Rates:

Payment:

A. UDCR Agrees:

1. To permit **Licensee** to use UDCR Facilities and services for the purpose described herein, namely the _____ ("EVENT") and no other purpose whatsoever.
2. To establish by addenda hereto descriptions of facilities and services to be provided, and the amounts it will require to be paid by **Licensee** for the use of UDCR facilities and services.

B. Licensee Agrees:

1. To pay UDCR for any and all damages (normal wear and tear expected) to UDCR and premises caused or contributed to by **Licensee**, its officers, employees, agents, members, guests, or invitees. In the event the rental includes property of UDCR, such items shall be returned in as good a condition as received (normal wear and tear expected) and if damaged or lost, shall be repaired or replaced by **Licensee**.
2. Notwithstanding above, that all trash, debris, and other waste remaining on UDCR property at the conclusion of activities each day at UDCR by **Licensee** may be removed by UDCR at the expense of **Licensee**, which shall be reimbursed by **Licensee** within ten (10) business days of invoicing for any costs that UDCR incurs therefore.
3. Alcoholic beverages are prohibited at all Campus Recreation events, facilities, and activity spaces. Furthermore, food and beverages are restricted in all activity spaces, unless provisions are included within the addendum. Concessions must be approved by UDCR prior to event; and detailed in any event addendums.

Campus Recreation

4. That **Licensee** shall not itself conduct nor permit sales of any materials within UDCR and premises by any third party.
5. That all water, gas, electrical, sewage, and other connections to UD be performed by or with the review and written approval of the UD Office of Facilities Management.
6. That any required security services are provided by a licensed security company and paid for by the **Licensee**. Additionally, all security services shall be under the supervision of UD Public Safety.
7. That **Licensee** shall neither state nor imply, either directly or indirectly, that **Licensee**, or its activities, other than pursuant to exercise this agreement, are supported, and endorsed by UD or UDCR and upon the direction of UDCR shall issue express written disclaimers to that effect.
8. All sponsors must be approved.
9. If the event is organized by a recognized student organization, you must attach the approved form from Student Life and Kennedy Union.
10. To maintain at all times during this agreement hereunder, insurance with Ohio authorized insurers as follows:
 - a. Comprehensive General Liability, including Personal Injury Liability coverage, in the amount of \$1,000,000.
 - b. The Certificate of Insurances must include the following language: "The Additional Insured shall include The University of Dayton, its affiliates and subsidiaries, elected and appointed officials, all employees, and volunteers, all boards, commissions and/or authorities, and board members, including employees and volunteers thereof. Coverage provided shall be primary to the Additional Insured's and not contributing with any other insurance or similar protection available to the Additional Insured's whether other available coverage be primary, contributing or excess."
 - c. To provide certificate(s) of insurance to UD Department of Campus Recreation a minimum of ten (10) business days to the beginning date of the use of UDCR facilities.
11. **Licensee** will be furnished the UDCR Informed Voluntary Consent and General Release, which must be signed by each participating member, to include parent/guardian signature for those under the age of 18. All Informed Voluntary Consent and General Release forms must be on hand prior to the event.
12. **Licensee** will undertake to observe and conform to the general rules and guidelines applicable to the use of UDCR facilities. This provision is designed to assure that nothing be done which is inconsistent with the maintenance of an educational institution environment and the character of a Marianist institution which makes its facilities open to persons without discrimination. Failure to abide by established guidelines may result in removal from the facility of an individual or the group as a whole.
13. All those wishing to video and/or photograph during the rental time are required to gain prior approval from UDCR. Approval to video/photograph is only valid for the duration of the rental and the **Licensee** must uphold our media related UDCR General Guidelines. Such approval must also be granted when outside news sources or media will be present during rental time.

14. **Licensee** agrees that no advertising or other matter including but not limited to signs and banners shall be placed, posted, or distributed in or about the facilities or announced or publicized over any loudspeaker system without first having obtained permission of UDCR.

C. UDCR and Licensee Both Agree:

1. This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action in law or in equity relating to this Agreement that arises between the parties shall be heard in a court located with the state of Ohio.
2. In the case of an emergency, of any nature, within UDCR facilities (to include injuries, disasters, severe weather, etc.), Campus Recreation personnel will enact the UDCR Emergency Action Plan. UDCR staff is certified in American Red Cross CPR0 and First Aid. In the event of an emergency, the **Licensee** must notify a UDCR employee immediately, in which all care rendered within a UDCR facility must be provided by a UDCR staff member or emergency first responders (*UD Rescue Squad; UD Public Safety; City of Dayton*). Any medical or transport costs incurred is the responsibility of the individual.
3. That the *Campus Recreation Minor Policy* is adhered to in full throughout all aspects of the event, to include parent/guardian assumption of responsibility, supervision, abidance of policy, safety, and financial responsibility of the minor(s) involved in the event. Additionally, age restrictions apply for specific areas of use throughout the facility. UDCR minor age restrictions apply to any person that is 17 and under who is not enrolled, or accepted for enrollment, as a University of Dayton Student.
4. That all traffic and parking control on UD streets are under the supervision of UD Parking Services and all participants of **Licensee** shall comply with UD Traffic and Parking Regulations including the payment of any applicable fees or fines.
5. That copy of all correspondence between **Licensee** and other offices of UD or external vendors relating to this agreement are provided promptly.
6. That brochure and other materials describing the program may show the location of the program as being UDCR; however, neither party may publish or otherwise use the name or logo of the party without the express written approval of the other.
7. Notwithstanding any provision herein to the contrary, each party hereto agrees to indemnify, defend and hold the other and all its members harmless from and against any and all losses, liabilities and claims – including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission or negligence of the indemnifying party.
8. None of the parties shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other parties. Each party shall remain responsible for the obligations not performed by its assignee.

UNIVERSITY of
DAYTON
Campus Recreation

9. Termination of this Agreement pertains as follows:
- a. This Agreement may be terminated by either UDCR or **Licensee**, for any reason, if notice in writing is given a minimum of one (1) calendar month prior to the scheduled date of **Licensee's** use of the facility. If **Licensee** terminates the Agreement less than one (1) month prior to the scheduled rental, a cancellation fee will be applied.
 - b. Should **Licensee** not conduct this program at UDCR after the Agreement has been executed, **Licensee** shall be liable for and pay UDCR for all costs, which have been incurred by UDCR.
 - c. In the event of any acts of God or other situations beyond the control of UDCR, the **Licensee's** use of the facilities may be disrupted or canceled at any point without recourse.
 - d. UDCR reserves the right to terminate this Agreement, without further recourse on the part of UDCR, if **Licensee** has made any misrepresentations to UDCR or omitted to state any material facts to UDCR relating to **Licensee's** use of the facilities. UDCR may terminate this Agreement if **Licensee's** use of the facilities will in any way conflict with federal, state, or local laws.
10. All addenda shall be attached to this Agreement. All provisions of this Agreement apply equally to any addenda.

In witness whereof, the parties have executed this agreement as of the date of: _____

I have read and agree to abide by the UD Campus Recreation Facility Rental Agreement.

Print Name (Licensee Representative)

Print Name (Campus Recreation Representative)

Signature (Licensee Representative)

Signature (Campus Recreation Representative)

Date

Date