



DELTA STATE UNIVERSITY FACILITY RENTAL AGREEMENT (NON-UNIVERSITY ORGANIZATION)

REQUIREMENTS:

- Building/Room availability should be cleared through the Student Affairs office before submitting this agreement.
All Non-University sponsored functions must be cleared through the Student Affairs Office before the Events Coordinator can grant approval for building use.
Arrangements for Housing, Food Service, and Audio-Visual equipment must be made with the appropriate department(s).
All arrangements must be made, this form completed, and payment rendered at least five (5) days prior to your event. If event is not cancelled through the Events Coordinator at least 24 hours prior to the event, there will be a \$50 set up fee charged.
Your activity will not be placed on the University Calendar until the event has been approved by all appropriate University officials.
By signing this form, renter accepts the terms and conditions as stated on the attached pages.

1. NAME OF EVENT: _____

2. LOCATION: Building _____ Room(s) _____

3. DATE: _____ TIME: _____ BEGIN _____ END _____ ESTIMATED ATTENDANCE: _____

4. EVENT SET UP (Date/ Time) _____

5. Do you want this on the DSU Calendar of Events?(Circle One) Yes No

6. CONTACT INFORMATION: Name: _____

Address: _____

Phone: _____ E-Mail _____

7. ORGANIZATION NAME: _____

8. INFORMATION ON EVENT, TICKETS, FEES OR OTHER CHARGES: (prices, where/how to purchase, etc...): _____

9. FACILITY CHARGE: (Payment in advance required, check payable to Delta State University) _____

10. ROOM SET-UP (please check all needed): HEAD TABLE? Yes _____ No _____ If Yes, How Many? _____

Auditorium Reception Classroom
U-Shape Banquet Information Table

11. OTHER ITEMS (please specify...tables for refreshments, etc.): _____

11. AUDIO-VISUAL EQUIPMENT? Contact OIT at (662) 846-4444 to make arrangements.

12. FOOD SERVICE? Contact the Catering Manager at (662) 846-4416 to make arrangements.

13. HOUSING? Contact the Director of Housing at (662) 846-4151 to make arrangements.

Signature of Person Representing Organization

Date

OFFICE USE ONLY

Vice President for Student Affairs

Date

TERMS AND CONDITIONS

1. **Rental Terms:** For the privilege of using the premises, lessee shall pay the following to the University under the terms stated:
 - The assessed charge for the use of the building/room
 - Any charges incurred during this event.
 - Expense for excessive clean-up following the event.
 - **DAMAGES TO THE FACILITY AND/OR EQUIPMENT WILL RESULT IN A MINIMUM \$150 FINE AND COST TO RESTORE FACILITY AND/OR EQUIPMENT TO ORIGINAL STATE** *initial here*
2. **Cancellation Clause:** Cancellations for any reservation must be made five (5) days in advance or the fee is forfeited.
3. **Concessions:** The University reserves all food and beverage concessions and concession rights. The lessee shall have the right to sell through the University's contracted partners such programs and novelties as are approved in advance by the respective contracted partner. The University reserves the right to erect portable concession stands as needed for servicing of lessee's patrons. **LESSEE MUST CONTACT DELTA STATE UNIVERSITY CATERING AT 662-846-4416 TO CONFIRM AND/OR DENY SERVICE BEFORE CONFIRMATION IS GRANTED ON ROOM RESERVATION. NO OUTSIDE CATERERS WILL BE ALLOWED. Any lessee found in violation of concessions agreement will be subject to a minimum fee of \$500 and/or have privilege to the University revoked by the Vice President of Finance and Administration. No alcoholic beverages will be consumed on the premises of the University.**
4. **Services Provided by Facility Included in Rental:** The rental fee specified herein includes use of assigned space(s), normal climate control, overhead lighting for ordinary use and normal janitorial services. Lessee also agrees to pay prevailing labor rates necessitated by last minute changes in set up requirements. Customer must contact Facilities Management at 662-846-4740 for equipment not offered by the Union office.
5. **Additional Services:** The lessee may purchase all services, equipment and personnel not provided for in paragraph four. **Additional services not provided by the Union office are the responsibility of the lessee.**

The lessee is solely responsible to provide all ADA compliance needs such as equipment, interpretation, etc. The University will provide ADA compliance relative to location and accessibility only. Such other services, equipment and personnel include but are not limited to:

 - Guest service such as security, crowd management and traffic personnel
 - Telecommunication and utility service
 - Stagehand, stage lighting and technical operation
 - Sound set up and operation including technicians
 - Insurance (**mandatory for off-campus entities**)
 - Equipment as outlined on equipment rental list
 - Bulk trash removal
 - Food and beverage
 - Exhibit aisle and booth cleaning services
 - Resetting of room
 - Exhibitor booth space/pipe and drape
6. **Seating Capacity:** Lessee will not permit tickets or passes to be sold or distributed unless authorized by the University. The University reserves the right to retain a certain number of seats as backup for problem seat locations.
 - The University reserves the right to determine when the maximum number of persons has been admitted in order to provide for free and safe movement.
 - **The University retains the right to determine number of security personnel needed at lessee's expense to provide crowd management and safety to persons in attendance.**
7. **Set up Information:** All required set up information must be in the Union office on or before one month (30 days) prior to the first move in or event date per this lease agreement. Failure to comply with this section may incur additional charges to the lease.
8. **Opening Hours:** The University agrees to open doors for event(s) in accordance with advertised times and dates stated in the contract, unless the University deems it necessary to revise opening times. Events outside regular facility hours are subject to an additional expense.
9. **Non-Exclusive Use:** The University shall have the right to use or permit the use of any portion of the University not granted to the lessee under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. The University shall have full and final authority as to the use of such spaces and reserves the right to change room assignments to fit the mission of the University.

The lessee understands that the University will make available, for use by others, such portions and areas that are not subject to this agreement. Lessee agrees to cooperate in good faith with the University and with those persons using other portions and areas of the University, especially during periods of ingress and egress in order to make mutual use of the University harmonious and agreeable.
10. **Evacuation of Facility:** Should it become necessary for the University to evacuate the premises because of reasons of public safety, the lessee will be permitted to re-enter the premises in sufficient time to complete presentation of the activity without additional rental charge, provided such time does not interfere with another building lessee.

If it is not possible to complete the presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the University based on the situation, and the lessee hereby waives any claim for damages or compensation from the University.
11. **Abandonment or Vacation of Facility:** If any part of the University covered by this agreement becomes vacant or is not used by the lessee, the University reserves the right to offer such space to others. In that event, all income from the re-licensed space will be forfeited and will belong to the University.
12. **Objectionable Persons:** The University reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; neither the University nor any of its officers, agents, or employees shall be liable to the lessee for any damages that may be sustained by the lessee through this exercise.
13. **Civil Rights:** The lessee agrees not to discriminate against any employee or any applicant for employment because of race, sex, age, religion, national origin, or handicap and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service, or privileges offered to or enjoyed by the general public.
14. **Non-assignment:** The lessee shall not assign, transfer or subject this agreement or its right, title or interest therein without the University's prior written approval. Any attempted assignment without the prior written consent of the University shall be null and void.

- 15. Policies and Procedures:** The University's policies and procedures are hereby incorporated into this agreement by reference. The University reserves the right to amend such policies and procedures in writing from time to time and will provide lessee with written notice of such amended policies and procedures. The lessee agrees to be bound by all amended policies and procedures so long as they do not unreasonably interfere with the lessee's use of the authorized areas herein.
- 16. Entire Agreement:** Except as provided in paragraph 24, this agreement contains the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this agreement has been or is relied upon by any party.
- Each party has relied upon its own examination of the full agreement and the provisions thereof, the counsel of its own advisors and the warranties, representation and the covenants expressly contained herein. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
- 17. Waiver:** No waiver of any of the provisions of this agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 18. Severability:** In the event any provision of this agreement of the application thereto any person or circumstance shall be inapplicable, invalid, illegal, or unenforceable in any respect, the remainder of this agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
- 19. Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the law of the State of Mississippi. Execution of this agreement in no way constitutes a partnership and/or relationship between the University and lessee.
- 20. Residual Matters:** Any matters, not expressly covered by the lease or by applicable policies and the director at their sole discretion, shall determine procedures adopted by the University.
- 21. Waiver of Claims:** The lessee is responsible to safeguard display booths, advertising material, goods held for display or sale, and all other property owned or used by lessee, or any of its exhibitors, or invitees, in accordance with the University policies and procedures. The lessee hereby releases the University and waives all claims for damages, loss of profits, or other compensation, unless such damage results in loss from the gross negligence or willful misconduct of the University.
- 22. Insurance:** Lessee hereby agrees to obtain at its own expense and to keep in full force and effect during the use of occupancy of the authorized areas pursuant to this agreement, including move-in and move-out periods, the following insurance. All policies shall be issued by companies licensed to do business in the State of Mississippi and having *at least an AVII rating in the current Best's Manual*. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with lessee's obligations under this paragraph.
- **Comprehensive General Liability:** Said coverage shall have limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage's for personal injury, contractual liability, operation of mobile equipment, products/completed.
 - Lessee shall furnish to the University at least 30 days prior to commencement of occupancy of facility certificate(s) of insurance as evidence that the required coverage is in effect. Should lessee fail to provide such certificate(s) as required by this agreement, the University shall cancel the event(s) without penalty to the University. All insurance as required by this agreement must carry a 30 day notice of cancellation.
- The University reserves the right to waive this insurance requirement at its sole discretion by affixing the initials of the President or his official designee in this location. _____ (Waived)
- 23. Indemnification:** Lessee agrees to indemnify, hold harmless and defend the University, Mississippi, their officers, directors, agents, servants and employees ("Indemnities") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, fault or violation of law or ordinance of permission of lessee. Such indemnification by lessee shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the University.
- 24. Force Majeure:** The University may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the University:
- Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war shortage of or inability to obtain materials, supplies or utilities, Act of War, Act of Terrorism or any law, ordinance, rule or regulation.
 - In any such event, the University shall not be liable to the lessee for delay or failure to perform its obligations, except there shall be a pro-rated reduction in the consideration, which would otherwise be due and payable under this agreement.
- 25. Other Conditions:** As agreed, due to the nature of the event, client is required to contact the University to reserve the facility. Clients can request a reservation by clicking on <http://www.deltastate.edu/pages/3281.asp> and completing a Facility Rental Agreement. A confirmation of the booking will be e-mailed once Lessee has contacted University Catering at 662-846-4416 to confirm and/or deny service. Please contact the Union Office at 662-846-4666 for questions, more information.

Shipping and Receiving of Materials: Arrangements for shipping must be made through the Union office one month in advance. Any and all packages arriving prior to event day will be charged the going rate based on space required.
Items may be shipped to the following address:

Delta State University
Attn: Office of Student Affairs
1003 W. Sunflower Road, Box 3135
Cleveland, MS 38733

Signature of Person Representing Organization

Date

I HAVE READ AND UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.