



FACILITIES USE APPROVAL/AGREEMENT FORM

The Pavilion at the SOU Farm
Ashland, Oregon, 97520



PART I: CONTACT INFORMATION

Name of Organization _____
Authorized Representative _____
Title _____ E-mail Address _____
Mailing Address _____
Day Phone _____ Evening Phone _____

PART II: EVENT INFORMATION

Name of Event _____
Dates _____ Anticipated Number in Attendance _____
Start Time _____ End Time _____ Set-up Time _____ Tear-Down Time _____
Is there an admission fee? Yes (provide fee schedule) No
Is the event open to the public? Yes No
Is the event directly related to SOU academic course work? Yes No
If yes, in what capacity? _____

PART III: SET UP

Specify equipment that is needed: _____

PART IV/TERMS

Insurance

Off-campus users shall secure at its own expense and keep in effect during the term of this agreement comprehensive general liability insurance, including contractual liability, with minimum limits of \$2,000,000 per occurrence. If Wine, beer and or cider is being served, a liquor liability policy is required in the amount of \$4,000,000.00 aggregate per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Southern Oregon University, a university with a governing board, and their officers, members, and employees shall be included as additional insured in said policy. SOU's Risk Management Office may alter the amount of insurance required based on the potential risk of the event.

Terms

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and

signed by all parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Parties, by the signature below of their authorized representatives, hereby acknowledge that each has read this agreement and agrees to be bound by its terms and conditions. This agreement supersedes any previous agreement between SOU and the user.

Hold Harmless

The lessee agrees to indemnify and hold harmless the University, its officers, agents, and employees from all liability claims, suits, and other proceedings arising out of, or in any manner related to, the Lessee's event/activity.

Holidays and Scheduled Maintenance

The lessee agrees that this use agreement may be subject to Facilities Closure schedule during holidays and scheduled maintenance.

Obligations of the University

UNIVERSITY agrees to provide the Pavilion at the SOU Farm during the regular University calendar, with exceptions by mutual agreement, to include the following:

- a. Utilities under this agreement to include existing outlet and capacity for electricity.
- b. **UNIVERSITY** shall not be responsible for delays or failure to perform caused by mechanical failure, any acts of God, strikes, or other cause beyond its reasonable control.

Obligations of the Lessee

LESSEE will receive and care for all buildings and furnishings herein stated and will return to the **UNIVERSITY** such facilities in good condition with no more than reasonable wear to be expected to take place while in normal use during a performance, reception or other event. **LESSEE** shall be responsible for general cleaning after each rental.

In addition, **LESSEE** shall:

- c. Provide all personnel.
- d. Limit use to _____. (up to 150 attendees)
- e. Provide appropriate liability insurance protection to all participants, staff, volunteers, audience members, or others in the Pavilion, Farm House and Farm area.
- f. Reimburse the **UNIVERSITY** for any damage to the pavilion and equipment committed by participants, staff, volunteers, audience members, or others in the Pavilion, Farm House and Farm area.
- g. Administer the sale of tickets to attendees.
- h. Enforce the rules of use, including, but not limited to: Attendance beyond the area's capacity of 150 is not permitted. Persons may not stand by the doors or in doorways or block walkways.
- i. Confetti, glass, pyrotechnics, helium-filled balloons, tape, stickers, paint, and markers may not be used in the area, or applied to the flooring or buildings.
- j. Reimburse the **UNIVERSITY** for the **LESSEE** portion of **LESSEE** charges for any repairs not considered routine maintenance and deemed necessary by the **UNIVERSITY** to meet OUS standards, State laws and OSHA requirements.
- k. Food and beverages must be provided by an approved campus vendor or prior approval must be obtained for outside vendors.
- l. Payments for one-time use are due prior to the event. Payments for on-going use will be billed monthly.
- m. Ensure that noise be kept to a minimum to prevent disrupting neighbors.

- n. Identify a single point-of-contact who will work on event-specific logistics with the building manager.
- o. All permits for use (fair, OLCC, and others) outside of educational events shall be obtained by the **LESSEE** and copies provided to the building manager.

Rental

The total rental price for the use of the above facilities for the term of this agreement, with Conditions herein stated, shall be _____. Other event charges may apply.

Internal Rental: \$50 half day, \$100 full day

External Rental: \$150 half day, \$300 full day

Half Day: half day rental 7 AM to 12 PM & 12 PM to 9 PM

For multi-use rentals, payments in the amount of _____ shall be due on the 10th of each month.

Notes: _____

Payment shall be made to Southern Oregon University, The Farm with reference to the _____ contract (number), and shall be sent to the attention of The Farm, Southern Oregon University, 1250 Siskiyou Boulevard, Central Hall, Ashland, OR 97520.

Late Payments

If full payment for rental is not received prior to an event, Pavilion access will be terminated.

PART V: SIGNATURES

Lessee Signature

I, as the authorized representative of the requesting organization (LESSEE), have read, understand and agree to abide by the terms and conditions in the SOU Facilities Use Policy and Facilities Use Agreement. I understand that I may not assign or in any way transfer rights under this Agreement to any other party.

Signature	Date
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University Signatures

_____ I approve this request.

Pavilion Site Manager Signature	Date
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SOU Vice President of Finance and Administration (or designee)	Date
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Original copy to be sent to the SOU Contracts Office, Churchill 170.

- Copies must be sent by Pavilion Site Mgr to: Facilities
 Campus Public Safety
 Recital Hall Manager
 Business Services