



## FACILITY USE AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between UNIVERSITY OF PROVIDENCE at 1301 20<sup>th</sup> Street South, Great Falls, MT 59405, hereinafter called "University," and

\_\_\_\_\_.

From now on, called "Event Host."

### WITNESSETH:

The University agrees to furnish to Event Host the facilities listed below to be used in connection with an event scheduled by Event Host at the University on \_\_\_\_\_.

#### **I. Indemnity and Damages:**

- (a) Event Host hereby waives all claims against the University for damage to property and injuries to persons. The Event Host will hold the University exempt and harmless from and indemnify the University against any damage or injury to any person or the property arising from the use of the facility by Event Host. Event Host agrees to pay for all damage to the facilities and equipment furnished by the University.
- (b) Requests to reserve space from individuals not affiliated with the University ("Event Host") will be considered and, when appropriate, approved by the Events Coordinator. The University reserves the right to accommodate or deny availability at its sole discretion. Moreover, all uses must be consistent with the University's Mission and Catholic Identity.
- (c) Event Host may cancel this Agreement by written notice to the University no later than (30) thirty days before the scheduled event, for reasons due to nature and/or cancellation. Event Host is responsible for all fees agreed to on this contract if written notice of cancellation is not given within (30) thirty days.
- (d) If before or during the scheduled event, the Event Host violates this Agreement, the result will be an immediate termination of this Facility Use Agreement without refund of any kind to the Event Host.
- (e) Event Host agrees to procure and maintain at Event Host's expense throughout the continuance of the event, public liability insurance with minimum aggregate limits of not less than one million dollars (\$1,000,000) for injury or death of any one person or property damage. This liability insurance includes coverage of illness or injury as a result of any food served in food concessions operated by Renter. A certification of insurance from the agent, showing the required coverage, shall be furnished to the University no later than \_\_\_\_\_. If Event Host is hiring an outside Caterer, the Event Host will require a Certification of Liability Insurance from the Caterer no later than \_\_\_\_\_.

## II. University Regulations:

*Event Host and its participants shall comply with all rules and regulations of the University relating to the use of the facilities including but not limited to the following:*

- (a) Firearms and animals are NOT permitted in the campus buildings or on campus property.
- (b) The use of tobacco (including cigarettes, cigars, pipes, smokeless tobacco and all other tobacco products) by students, faculty, staff, guests, visitors and contractors is prohibited on all properties owned by the University.
- (c) All participants in the event shall be required to adhere to all local, state, and federal laws applicable to the maintenance of health, safety, and public order.
- (f) Parking in the service or fire lanes is prohibited. Violators will be ticketed and/or towed. Single-day and/or multiple day parking passes are available from the University Security Office.
- (g) The University is not responsible for lost or stolen articles.
- (h) All equipment and electrical connections, installations, assemblies, motors or any electrical operating gear must conform to all federal, state and local electrical and fire codes. Under no circumstances shall anyone other than “house electrician” make electrical connections for high amperage temporary power. Exhibitors cannot use equipment not properly protected by some type of overload circuit-breaking device. The Director of the Physical Plant will have to approve all electrical supply conduits.
- (i) Each group is responsible for basic cleaning after their event. We ask that all decorations and props be removed. All linens, dishes, and utensils brought into the Venue need to be removed immediately following the event.
- (j) UP staff will do all major cleaning. Any event requiring extra cleaning may result in additional cleaning fees. Anything left behind will be placed in the lost and found located in the University Security Office.
- (k) Decorations must be non-obtrusive and not cause physical damage to the facility. Nothing shall be hung on or attached to the ceiling, sprinkler heads or light fixtures. No candles or open flames. Glitter is not permitted. No nails, tacks, staples, or other sharp objects are to be driven into walls, floors, doors, ceilings or tables. Use of masking tape, scotch tape, two-sided tape, or duct tape is not permitted. The University has easels that are available if needed. Please contact the University of Providence Event Coordinator if you need them. Decorating that results in excessive cleaning may result in an additional fee.

## III. Security:

- (a) In an emergency situation on the University of Providence campus call **Campus Security at 406-791-5911**. Campus Security has the quickest response time to incidents on campus and Campus Security Officers are trained to deal with a wide range of incidents. While we will not discourage calling 911, Campus Security has technology in place to ensure that the entire campus can be notified of incidents that affect the campus.



- (b) Depending upon the nature of an event, a Campus Security officer could be required to work that event. Some responsibilities of hired Campus Security officer(s) could include: Checking identification at the entrance of the Event; Monitoring the perimeter of the alcohol permit area; Handling disturbances; and Terminating an event if policies are not followed. The Event Host is responsible for paying Campus Security.

**IV. Alcohol:**

- (a) The University permits the lawful keeping and consumption, in moderation, of alcoholic beverages on its property and control by persons of legal drinking age (21 years or older).
- (b) The University reserves the right to determine whether Alcohol will be served at any event.
- (c) Before the event, the Event Host must secure and present any necessary permits and/or insurance to the University of Providence Event Marketing Specialist, as indicated above (Indemnity and Damages -c). University will cancel the event if such license and/or insurance is not obtained. A liquor license is required for all events at which a fee for Alcohol is charged. For all other functions the proper permit must be obtained. The sponsoring individual or Event Host is responsible for securing the permit prior to the event date and is also responsible for the permit fee. A list of licensees to cater your event can be found at <https://tap.dor.mt.gov/>. For any questions, contact the Dept. of Revenue, Alcoholic Beverages Control Division, Helena, MT at (406)444-0722.
- (d) Alcoholic beverages are to be consumed only in the designated room(s) or areas approved for the Event; Proof of legal drinking age will be required prior to service; Only those beverages provided by the sponsoring organization of an event are to be consumed. Individuals are not permitted to bring their beverages to an event; The University encourages low-risk use of Alcohol. No person will be served Alcohol if they are already visibly intoxicated. No person may obtain Alcohol for another person unless the person is present at the time of service, regardless of whether they are of legal drinking age. The Event Host is responsible for establishing procedures to provide impaired guests or participants a ride home.

**V. Use of College Name/Logo:**

- (a) Event Host will not use the name - the University of Providence or the University of Providence logo in any advertisement material, brochure, mailer, or any similar item without prior authorization from the University of Providence Event Coordinator.

**VI. Financial Arrangements:**

- (a) Event Host agrees to pay the University per day for the (comprehensive) rental of the \_\_\_\_\_.

This amount includes a fee for set up and cleaning. 50% Of the total payment for the event/meeting must be received \_\_\_\_\_ days to the event/meeting. The remaining balance must be received 30 days from the conclusion of the event/meeting. The minimum total for this event amounts to: \$\_\_\_\_\_. Please send



payments to: **University of Providence, Attn:** \_\_\_\_\_,  
**Events/Marketing, 1301 20<sup>th</sup> Street South, Great Falls, MT 59405.**

**VII. Catering**

- (a) The Event Host will be responsible for any catering services that they hire, as per the Catering Appendix attached.
- (b) The Event Host will be responsible for ensuring the Caterer follows the Catering Appendix.
- (c) The Event Host will be responsible for any fees as per the Catering Appendix.

***Failure by any participant to follow the rules of the University, as determined by the sole opinion of the University, shall entitle the University to require the participant to leave the premises on request. Any deviations or changes could result in additional fees paid by the Event Host.***

**I have read the above contract and the University of Providence’s policies and procedures that are printed above. I agree to all the terms and conditions.**

\_\_\_\_\_ **Date:** \_\_\_\_\_

*Read, agreed to and approved by (Event Host)*

\_\_\_\_\_ **Date:** \_\_\_\_\_

*Signature of University of Providence Representative*

**NO, Event Host will NOT have Alcohol at the event.**

**YES, Event Host WILL have Alcohol at the event.**

**The Alcohol will be provided to the guests at no charge (see IV. Alcohol above)**

**There will be Alcohol sold at this event. I will procure a liquor license before the event. I will submit a copy of the license to the University of Providence before the event. *I understand that failure to obtain a license will result in liquor not being able to be sold.***