

1 - Billing

Approximate cost for the USU FACILITIES/GROUNDS services and support will be given to the Renter before the agreement is signed. When the event is over, **Actual Costs** will then be billed and sent to the renter for payment. This will include any damage or extra labor incurred by the event. If Renter so desires a **Fixed Bid**, which should equal approximate costs, can be agreed upon prior to event.

2 - Property Restrictions

The Renter shall not use or permit the premises to be used for any purpose other than that set forth hereinafter. The Renter further covenants and agrees:

To refrain from injuring or defacing the premises of any party thereof and not to drive or permit others to drive on the turf or sidewalks without permit.

To refrain from injuring or defacing the grounds of any party thereof and not to drive stakes, nails, objects to into the turf without first consulting with the Landscape Department.

To enforce the University Policy where no alcohol or illegal drugs are on the premises.

3 - Right to Inspect

The USU FACILITIES/GROUNDS shall at all times be under the control of USU and the Event Manager will have the right at all times to enter the premises to examine the grounds and to perform any duties therein.

4 - Fire and Decoration Regulations

There will be no pyrotechnics, balloons, fog machines, or open flames. All exits shall be kept free of obstructions, fire alarm strobes shall be visible, and no containers of gasoline or propane are allowed in the building. No nail, tacks, staples, or sharp objects are not to use except on boards designed to post announcements.

5 - Property Damage

The Renter shall be responsible for any and all damage to the reserved area and all damage to the reserved area caused by negligent or willful conduct of any person attending or participating in the event for which the USU FACILITIES/GROUNDS was rented. Damaged and losses resulting from the event will be charged to the Renter on the basis of actual cost of repair and/or replacement as determined by USU.

6 - Content Restrictions

No performance, exhibition or entertainment shall be given or held on the USU FACILITIES/GROUNDS which is indecent, obscene or immoral, including nudity and graphic obscenities. Should any such performance, exhibition or entertainment or any part thereof be deemed by USU to be indecent, obscene, immoral, or in any manner publicly offensive, USU shall have the authority to stop such event or to demand the removal of objectionable subject. If USU should exercise its prerogative hereunder, all fees due to USU will remain the property of USU and any unpaid charges arising under this agreement shall be considered payable to USU. USU reserves the right to eject or cause to be ejected from the premises any objectionable person or persons. USU shall not be held liable to the Renter for its actions under this paragraph.

7-Indemnification

The renter hereby agrees to indemnify, protect, release, defend and hold harmless Utah State University, its trustees, officers, agents, employees and students ("Indemnities"), from and against any and all liability, including claims, demands, losses, costs (including attorney fees, court, litigation, mediation, arbitration or negotiated costs), damages and expenses of every kind and description or damage to persons (including death) or property, including those resulting, directly or indirectly, whether caused by the negligence of Indemnities or otherwise, from any act or omission of the Renter, the Renter's successors, assigns, agents or employees, or on account of injuries, death, personal or property damage arising out of activities of the Renter as authorized by this agreement or arising out of or in any way relating to the use of Utah State University facilities by the Renter, unless such liability results from the sole negligence of Indemnities. It is expressly agreed that the foregoing shall bind any and all successors, assigns, agents, heirs, family members, spouses, personal representatives or anyone else claiming to represent the Renter.

8 - Cancellation

If by reason of the elements, catastrophe, or similar other cause the USU FACILITIES/GROUNDS cannot be made available by USU for use by Renter and the event shall for said reason be canceled, then each party does hereby release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had.

9 - Insurance

USU sponsored events and groups are covered by the State of Utah's self-insurance program.

a. To be recognized as a USU sponsored **Event**, any revenue generated by the event would have to be deposited into an appropriate USU account, and any expenditure incurred in support of the event would be in accordance with USU regulations and procedures.

b. A University sponsored **Group** is defined as a group that has a USU employee assigned to the group as its advisor. The advisors responsibility is part of the USU employee's official job description and **the advisor exercises authority over the group's activities.**

It should be noted that although student government and University sponsored student groups are provided coverage under the State's self-insurance program, other student organizations, even those recognized by the student government, are not.

10 - Entire Agreement

This agreement embodies the entire agreement of USU and Renter. There are no other representations, promises, agreements, conditions or understanding, either oral or written, between them other than are set forth herein. No subsequent alteration, amendment, change or addition to this agreement shall be made,

unless both USU and Renter put it in writing and signed by the signers of this agreement and by direct reference to this agreement.