



OAKLAND UNIVERSITY
USE OF UNIVERSITY FACILITIES AND GROUNDS AGREEMENT
(CAMPUS RECREATION FACILITIES – GROUNDS – ROOMS – OTHER)

Reference Number (if any): _____

Oakland University and _____ ("Licensee") at (address)

_____ enter into this Use of University Facilities and Grounds Agreement ("Agreement") as of the date of the last signature below for the Licensee's use of the following University Facilities and/or grounds.

I. EVENT.

a. The event is _____
_____ ("Event").

b. The Event will: Start at: _____ (insert time) on _____ (insert date)
End at: _____ (insert time) on _____ (insert date)

c. The Event will take place at (identify building, room, grounds, etc.): _____

_____ ("Facilities").

d. The facility use policies, regulations, rules and restrictions that are located at _____
(insert web address if applicable), attached to this Agreement and/or described herein
by reference and apply to the Event:

(Identify additional facility use policies, regulations, rules and restrictions if applicable): _____

II. RENTAL AND OTHER FEES.

a. **Reservation Deposit.** The Licensee will pay the University a deposit equal to twenty (20%) of the Rental Fee, or \$ _____ when the Licensee signs this Agreement ("Reservation Deposit").

- b. **Rental Fee.** The Licensee will pay the University a total rental fee (that includes the Reservation Deposit) of \$ _____ payable as follows: _____

_____ (“Rental Fee”).

The Rental Fee includes the regular and overtime compensation for the following University staff, if any, (e.g. custodial, Facility personnel, Oakland University police, other) _____

- c. **Additional Fees.** In addition to the Rental Fee, the Licensee will pay the University additional fees for (describe e.g. set-up/tear-down, other) _____

of \$ _____ payable as follows: _____

- d. **Cancellation Fee.** If the Licensee cancels the Event and terminates this Agreement less than thirty (30) calendar days before the Event, the University will retain the Reservation Deposit as liquidated damages. If the University cancels the Event for any reason other than Licensee’s Default, such as but without limitation, inclement weather, the University will refund the Reservation Deposit.

- e. **Payments.** All payments are payable to “Oakland University” c/o the University Contact.

III. CONTACTS.

- a. University Contact (name/phone/address): _____
b. Licensee’s Contact (name/phone/address): _____

IV. LICENSEE OBLIGATIONS. The Licensee, at the Licensee’s sole cost and expense, will be responsible for:

- a. **Event Planning.** Meeting with the University Contact no later than ten (10) business days before the Event to plan the details of the Event, and to submit a detailed floor and/or use plan for every Facility to be used, indicating the layout of tables, chairs, stages, displays, booths, etc., and all scheduling matters, to the University Contact and the University’s Fire Marshall for approval (“Event Plan”). The University will not permit the Event to take place unless the University Contact and the Fire Marshall approve the Event Plan. The Licensee will conduct the Event as described in the Event Plan approved by the University Contact and must maintain proper aisles and free access to all exits during the Event.
- b. **Manager/Supervisor.** Providing the University Contact with the name of the Licensee’s site manager/supervisor who is responsible for coordinating and supervising the Event and clean-up. The Licensee will leave the Facilities in a broom-clean condition and dispose of all trash in University trash receptacles and/or dumpsters.
- c. **Event Literature.** Providing and distributing Event programs, advertisements, literature and other publicity (“Event Literature”). The University is not a sponsor of the Event and no Event Literature may indicate that the University is a sponsor of the Event unless otherwise specifically provided in Section I.a. above.
- d. **Event Signage.** Not placing, posting, hanging or otherwise displaying any signage for the Event without the written permission of the University Contact (“Event Signage”). In no event may Event Signage be affixed in any manner whatsoever to a Facility.

- e. University Trademarks. Acknowledging (by signing this Agreement) that the name "Oakland University" the University's trademarks, service marks, trade names, the University's graphic images and logo(s), and permutations of each are trademarked with the State of Michigan and/or the United States government.

("University Marks"). The Licensee may not use any University Mark in its Event Literature, Event Signage or otherwise, without the prior written permission of the University's Department of Communications and Marketing.

- f. Concessions, Tickets and Sales. Acknowledging by signing this Agreement) that the University has exclusive contracts for the provision of concessions, such as but without limitation, food, beverage, novelty and souvenirs (collectively "Concessions") and the sale of tickets and collection of admissions (collectively "Admissions") in or at the Facilities. Lessee may not sell or distribute any Concession or perform Admissions functions at an Event without the prior written permission of the University Contact.
- g. Notices. Informing all Event participants that the Licensee, and not the University, is responsible for any harm, loss or injury resulting from their attendance at and/or participation in the Event.
- h. Participant Identification. Ensuring that all participants will cooperate with University staff and be ready and able to show proper identification. The Licensee understands and acknowledges that anyone not producing proper identification to University staff upon request will not be permitted to participate in the Event.
- i. Records Check. The Licensee will also perform a police records check and ensure that neither the Licensee nor any of its employees, servants, representatives or agents appears on the Michigan Public Sex Offender Registry or has been convicted of a felony, criminal sex offense, forcible assault or any other crime against a minor.
- j. Emergency Services. Making all arrangements for security and emergency services such as but without limitation monitoring, traffic, and crowd control and emergency medical and first-aid services. Neither the Oakland University Police Department nor any other University department will provide such security or emergency services for the Licensee on or at the Facilities or otherwise unless otherwise specifically provided in Section II.b. above.
- k. Cancellation. Acknowledging (by signing this Agreement) that the University may terminate the Agreement at any time and in the University's sole and exclusive discretion if the University determines that proposed or implemented changes are made to the use of Facilities that would affect the University adversely, such as but without limitation threatening life, damage or injury.
- l. Other. If there are other additional obligations of the Licensee in connection with the Event, or Event specifics, they are attached as **Attachment A** and incorporated herein.

- V. **INSURANCE.** Licensee must be insured for claims and damages arising out of Licensee's use of the Facilities for an extended reporting period of not less than five calendar years if the insurance policy is written on a claims-made basis.

LICENSEE WARRANTS AND REPRESENTS TO THE UNIVERSITY, INTENDING THE UNIVERSITY TO RELY THEREON, THAT LICENSEE MAINTAINS THE FOLLOWING INSURANCE:

- a. **All Licensees. General liability insurance and/or excess umbrella insurance** in an amount **totaling** no less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and **automobile insurance** in an amount no less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and no general liability insurance, excess umbrella insurance or automobile insurance can have more than a \$250,000 deductible per occurrence.
- b. **Corporations, Partnerships, Business Organizations and Associations. Workers' compensation insurance** at the statutory amount and \$1,000,000 of **employer's liability insurance**.

Certificates of insurance that name the University as an additional insured and are otherwise acceptable to the University must be filed with the University's Contact at least seven (7) business days before the use of the Facilities, and must provide that the coverage and levels will not be modified or canceled without at least 60 calendar days' prior written notice to the University. New certificates of insurance must be provided to the University if and when a policy is renewed.

NO AMENDMENT TO THE INSURANCE PROVISIONS IS EFFECTIVE UNLESS APPROVED IN WRITING BY THE UNIVERSITY'S RISK MANAGER.

VI. **TERMINATION.** The Licensee may not terminate this Agreement without giving the University thirty (30) calendar days prior written notice.

VII. **GENERAL TERMS AND CONDITIONS.** THIS AGREEMENT IS SUBJECT TO AND SHALL BE PERFORMED IN ACCORDANCE WITH THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR AGREEMENTS LOCATED AT <http://www.oakland.edu/legalforms> WHICH ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE AND SHALL BE CONSIDERED PART OF THIS AGREEMENT. THE LICENSEE ACKNOWLEDGES RECEIVING, REVIEWING AND ACCEPTING THE UNIVERSITY'S GENERAL TERMS AND CONDITIONS FOR AGREEMENTS. NO AMENDMENT TO THE TERMS AND CONDITIONS IS EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE UNIVERSITY'S VICE PRESIDENT FOR LEGAL AFFAIRS.

OAKLAND UNIVERSITY

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

For Use of University Grounds and
Events Open to the Public:

By: _____
Chief
Oakland University Police Department

Dated: _____