

BGSU Firelands

Application for Use of Facilities

<u>Requesting Organization:</u>				
<u>User Contact Information</u>				
<u>Name:</u>		<u>Title:</u>		<u>Phone No.</u>
Address:				
<u>Day:</u> Su M T W R F S		<u>Date(s) Requested</u>		<u>Space(s) Requested</u> (Bldg. & Room # if known)
<u>Type of Event:</u>				
<u>Set-Up Time</u>	a.m.	<u>Use Time</u>	a.m.	a.m.
:	p.m.	from :	p.m. to :	p.m.
		<u>Take-Down Time</u>		<u>Estimated Attendance</u>
<u>Facilities Set-Up:</u> (attach additional sheet as needed for detailed set-up instructions/diagram)				

AV EQUIPMENT REQUESTED

A BGSU AV Services staff member will contact you if needed for more information regarding requests for AV equipment. An A/V Technician can be requested for equipment operation; however, if a technician is not available, the requesting party must schedule a training session in advance of the event. *Failure to complete the necessary training may result in denial of equipment usage.*

(Check all requested)

- Digital Video Streaming Service Request (Please specify) _____
 Television Monitor Laptop Computer DVD Player Screen
 Wireless Presenter w/Laser Pointer Public Address System CD Player Portable PA System
 Data Projector w/Computer Data Projector w/o computer Interactive Video Conference**
 A/V Technical Support Personnel \$ 42.00/hour Internet Access (indicate number of account required: _____)

* costs for teleconference are assumed by scheduling party ** line and other charges may apply

OTHER EQUIPMENT REQUESTED (DESCRIBE): _____

ADVERTISEMENT: Will your event be publicly advertised/publicized? Yes No If Yes, a BGSU Marketing staff member will contact you.

CATERING

Will your event be catered? Yes No Which caterer will you be using? Blue Ribbon Catering

What time will the caterer arrive? _____ a.m. p.m. Firelands Vending

Will alcohol be served? Yes No Mesenburg Creative Catering

(requires prior approval of Dean and coordination with Director, Budget & Operations)
(other requirements will apply)

Creative Cuisine

Catering By Design

Approved Not Approved

TERMS OF THE AGREEMENT

- 1. The Requesting Organization/User (hereinafter referred to as User) agrees that all participants/guests are under the direct and complete supervision and control of the User. As such, the User is liable for any and all damages resulting from participant utilization of the facilities and equipment (together, the "Licensed Facility") and services provided by Bowling Green State University (hereinafter referred to as the University).
2. The User agrees to indemnify and hold harmless the University and its Board of Trustees, officers, employees and agents from all damages and other liabilities (including attorneys' fees) related to any claim of injury or damage to person(s) or property arising out of any act or omission of the User or any of its officers, agents, employees, participants/guests, or other persons admitted by the Licensee to the Licensed Facility. If the Licensed Facility (including equipment) is damaged by any act or omission described in the preceding sentence, the User shall pay such amounts as shall be necessary to put the facility or equipment in as good an order and condition as it was at the commencement of this Agreement. The University assumes no liability whatsoever for any personal property brought to the University by User or participants.
3. The University requires User to provide a certificate of insurance indicating General Liability Coverage with a limit of at least \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000 General Aggregate. The certificate of insurance is to name Bowling Green State University as an additional insured. All requirements can be found at <https://www.bgsu.edu/content/dam/BGSU/Risk-Management/documents/policies-and-procedures/Goods-and-Services-Non-Construction.pdf>.
4. The User is responsible for assuring that all participants/guests understand and abide by all local, state and federal laws, the student code and other applicable university policies. The User will provide full cooperation in the investigation of violations and enforcement of any disciplinary measures authorized by any University official.
5. The User is responsible for the replacement/repair of damaged or missing University property/equipment (other than normal wear and tear) and for clean-up of the Licensed Facility. Further, the User will also reimburse the University for all services of the University resulting from the use of the Licensed Facility by the User and its participants/guests.
6. The University, its agents, representatives, and employees shall at all times have free access to the Licensed Facility in the performance of their assigned duties.
7. The terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to the User. The University retains the right to require the User, its guests or participants, to leave the University premises if the University feels that circumstances require it.
8. User agrees that the University reserves the right to rescind this Agreement if it should be determined subsequent to the approval of the request that the facilities involved are needed by Bowling Green State University. The University will attempt to avoid such a condition.
9. This agreement and services provided hereunder are subject to the laws of the Ohio, the sufficiency of University funds, and the policies of the University.
10. This reservation shall not be assigned, transferred or otherwise encumbered without written approval by the University and all required signatures of the original forms.
11. **Programs and Activities with Minor Participants.** For programs with minor participants, the User shall ensure compliance with BGSU's Programs and Activities with Minor Participants policy found at <https://www.bgsu.edu/content/dam/BGSU/general-counsel/documents/Programs-and-Activities-with-Minor-Participants.pdf>. Training and background checks as outlined in the policy are required for individuals responsible for the care, custody, or control of minor program participants. Evidence of such may be requested by the University as fulfillment of this Agreement. Minimum adult to participant ratios will apply.
12. The User also understands that there is an inherent risk of exposure to contagious diseases such as COVID-19, which exists in any public place where people are present, and acknowledges that User and its participants/guests assume the risk of illness caused by contagious diseases.
13. **BY SIGNING THE AGREEMENT, THE USER ACKNOWLEDGES RECEIPT OF, AND AGREES TO ABIDE BY, THE FACILITY USAGE POLICIES & PROCEDURES, PROVIDED AS A SEPARATE DOCUMENT, WHICH ARE A MATERIAL PART OF THIS AGREEMENT.**

ADDITIONAL CONDITIONS

- 1. The University reserves the right to change space assignments based on changes in occupancy, unforeseen maintenance issues, needs of the College, etc.
2. Food and catered events are allowed only in limited areas approved in advance by the Office of Budget & Operations and must adhere to BGSU Food Service Policy (see <https://www.bgsu.edu/content/dam/BGSU/general-counsel/documents/University-Food-Service-Policy.pdf>). All required food permits/licenses are the responsibility of the User. Caterers must be selected from the list of approved vendors or specifically approved in advance by the University.
3. Events wishing to serve alcohol must have the prior approval of the BGSU Firelands Dean and be coordinated through the Director of Budget & Operations, and are approved on a very limited basis. Additional requirements will apply.
4. Non-payment of charges and/or assessments may result in collection action and in further requests for facility use being denied.
5. Law Enforcement coverage may be required, at the User's expense, as determined by the Director, Budget & Operations. Cost is \$40.00/hour/officer. Minimum charge of \$40.00.
6. An additional charge for set-up and clean-up may apply for large groups or special requests. The charge for these additional services is \$42.00/hour/extra employee required. Minimum charge of \$42.00.
7. All decorations must comply with University policies. No candles are permitted.
8. Full payment in advance is required for all events. A deposit of 20% of the total projected rental fees is required at the time of booking to hold the space reservation. Full payment must be received by the Office of Budget & Operations at least 10 days prior to the scheduled event. Forfeiture of the space may occur if payment is not made.

If you have any additional needs or specific issues/questions, please contact the Office of Budget & Operations at 419-433-5560, ext. 20665. This Agreement is null and void unless returned, signed by the User, no later than 10 working days prior to the requested date of the event, including all required information, documents, and payment. Please return the completed form to the Office of Budget & Operations, BGSU Firelands, One University Drive, Huron, Ohio 44839. To cancel your request without incurring a penalty, please do so in writing at least 10 business days prior to the event date.

RENTAL FEES

Room Rental _____ \$ _____
Equipment Rental _____
A/V Equipment Rental _____
Other _____
Total Amount Due\$ _____
20% deposit required at time of reservation \$ _____ Paid on / / 20__

I am requesting that the fees for use of the facility be waived. I understand that the decision to waive fees will be made by the University and in some cases may only include a portion of the total fees. A minimum facility usage fee may apply regardless of waiver request.

In signing this Agreement, the User agrees to all terms and conditions set forth above. In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

USER Signature: _____
Title: _____
Date: _____

Bowling Green State University: _____
Title: _____
Date: _____