

FACILITY USE AGREEMENT
KENT STATE UNIVERSITY – _____ CAMPUS

Name of Organization ("User"): _____ Phone: _____

Organization Contact: _____ E-Mail: _____

Type of Organization: For-Profit Not-For-Profit Other (Please specify) _____

Address: _____

City, State, Zip: _____

Licensed Space: _____

Description of Use ("Event"):

Anticipated Attendance: _____

Food will be served at the Event. Alcohol will be served at the Event (see 3a below).

Date(s) of Use: _____ **Time of Use:** _____

User acknowledges, understands, and agrees to the following Conditions of Use:

1. Licensed Space.
 - a. University grants User, its agents, employees, volunteers, and invitees a revocable, non-assignable license to enter and use the Licensed Space for the sole purpose of the Event, in accordance with the terms and conditions of this Agreement.
 - b. **THE LICENSED SPACE IS MADE AVAILABLE TO USER FOR THE EVENT "AS IS," "WITH ALL FAULTS," AND WITHOUT EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR FITNESS, MERCHANTABILITY, AND SUITABILITY FOR INTENDED PURPOSE.**
 - c. User acknowledges that nothing in this Agreement shall in any way be construed to give User access to University property other than the Licensed Space and common areas required for access to the Licensed Space.
2. Condition of Licensed Space. User is responsible for maintaining the Licensed Space in as good order and condition as it was prior to User's Event, and for providing adequate supervision of the Event and related activities conducted in the Licensed Space.
3. Use Restrictions.
 - a. **Alcoholic beverages are not permitted on University property without the prior written permission of the University. The use or possession of alcoholic beverages, including, but not limited to, beer and wine, on University property must be in accord with state and local laws. User shall be solely responsible for compliance with such laws, including, but not limited to, acquisition of any permits required by the Ohio Division of Liquor Control.**
 - b. Smoking is prohibited in all University buildings and at all outdoor events with seating.
 - c. The Licensed Space may not be used for for-profit endeavors of any kind.
 - d. No furniture or other University property may be removed or moved within or outside of the Licensed Space without the prior written permission of University.
 - e. No tacks, nails, tape, glue, or other adhesives are permitted on any walls on University property.
 - f. User shall notify University prior to the event if food or beverages will be served at the Event. User is responsible for all catering and food service at the Event. Food and/or beverage consumption are only permitted in areas of the Licensed Space that have been approved by University prior to the Event.
6. License Fee. User shall pay the License Fee to University prior to the Event. Additional charges will be assessed and billed to User whenever the Time of Use for the Event is exceeded, maintenance or repair to University property is required due to damage caused by User or its invitees as a result of the Event, or when, in University's reasonable opinion, cleaning requirements are greater than anticipated following the Event.
7. Cancellation. University reserves the right to reschedule or cancel the Event with ten (10) days advance notification to USER. KSU shall have no liability for any direct, consequential damages or any other loss that User may suffer from any such rescheduling or cancellation of the Event. In the event University cancels the Event, any amounts paid to University for the Event shall be refunded to User.

8. Personal Property. Any personal property of User, or its agents, employees, volunteers, and invitees, left on University property for more than three (3) days following the Event will be disposed of by University at User's expense.
9. Indemnification. User agrees to assume all risk of damage to, and loss or theft of, User's property or User's guests' property, damage to the Licensed Space or University property, and any injury or death to persons, related to User's use of the Licensed Space, from any cause. User further agrees to indemnify and hold harmless Kent State University and its officers, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use of the Licensed Space, or any activity or thing done, performed or suffered by User, its agents, employees, invitees, or persons attending or participating in User's activities in or about the Licensed Space; or (ii) any loss, injury, death or damage to persons or the Licensed Space or on and about the Licensed Space by reason of any act, omission or negligence of User, or any of its agents, contractors, employees, or invitees; or (iii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this agreement.
10. Insurance. User shall procure and maintain through the Event, a general liability insurance policy in the amount of one million dollars (\$1,000,000) single limit against claims for bodily injury, death and property damage, and will name Kent State University as an additional insured on such policy. User shall provide University with a Certificate of Insurance evidencing such insurance no later than twenty four (24) hours prior to the Event. Notwithstanding the preceding, University's recovery under this agreement for injury to persons or damage to property shall not be limited to recovery available under such insurance.
11. No Endorsement. This Agreement does not authorize the User to use the name "Kent State University" or any University trademark, as a sponsor or endorser of any event held on University property by the User.
12. Miscellaneous. This Agreement is not assignable in whole or in part, and shall be interpreted and construed in accordance with the laws of the State of Ohio. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court with proper jurisdiction, the parties hereto shall consider such provisions amended and modified so as to eliminate such invalidity or unenforceability, and all other provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the within subject matter. No amendment or modification or alteration of the terms of this Agreement shall be binding unless in writing, and executed by University and User. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to infer or imply that User is a partner, joint venturer, agent, employee, or is otherwise acting by or at the direction of University. Nothing in this Agreement is intended to confer a third party beneficiary right upon any person or entity.
13. **No legal title or any other interest in real estate shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement.**

By signing below I affirm that I am duly authorized by User to sign this Agreement, and that I have read and understand the terms and conditions of this Agreement. THIS AGREEMENT ONLY BECOMES VALID FOLLOWING SIGNATURE BY UNIVERSITY'S DEAN AND CHIEF ADMINISTRATIVE OFFICER.

Signature: _____ Date: _____

Approval:	

Dr. _____	Date: _____
Dean & Chief Administrative Officer, _____ Campus	

- Business Office Only:**
- KSU Approval
 - Proof of Insurance
 - Invoice Sent
 - Payment Received