



UNIVERSITY GALLERIES FACILITY AGREEMENT FOR PUBLIC AND NONPROFIT CLIENTS

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of its University Galleries (“Venue”), shall commence on DATE and TIME and expire on DATE and TIME. The parties agree to the following terms and conditions.

University regulations, rates, and policies are subject to changes and additions. Such changes and additions shall be officially posted on the University website and/or on the Wonsook Kim College of Fine Arts Facility and Space Use website at <https://illinoisstate.edu/about/facility-space-use/reservation/fine-arts/> and shall constitute actual notice to the Client. Rates are typically reviewed and increased yearly and such changes and additions shall become part of the Agreement.

I. CLIENT TYPE AND AUTHORIZED USER INFORMATION

The Venue will have sole discretion to determine the client type. The Client is bound by the procedures and rates as outlined by the client type.

Any persons designated as authorized users above can request services for this event(s) in the name of the Client. As the Client, and by providing all authorized users’ names, the Client is agreeing to pay for any services requested by the Client and/or authorized users associated with the Client’s event(s).

If any of the Client’s contact or authorized user information changes, the Client must contact their event planner by email or phone at Gallery@IllinoisState.edu or 309-438-0789. The Venue will update the Agreement to reflect the changes.

Rates are different for Public and Nonprofit clients.

1. Public clients do not fall within any other designated client type.
2. Nonprofit clients must provide proof of nonprofit status and provide payment from an organizational account.
3. Tax-exempt organizations must provide proof of tax-exempt status when booking an event.

II. EVENT DETAILS

Please review the detailed information outlined on the attached event details form and on any subsequent event details form(s) to assure that this accurately reflects the event’s requirements.

The Venue reserves the right to adjust space(s) based on space utilization and availability. Every effort will be made to notify the Client in advance and to accommodate the Client in alternate location(s).

After signing the initial Agreement, anytime there is a change to an event, the Client must sign and return the event details form(s) to the Venue to confirm all final arrangements and pricing. The details on the final event details form(s) will be used to invoice the Client.

Prices are typically evaluated annually and any changes to rates generally go into effect July 1st of each year. If applicable, the Client will be sent an updated event details form(s) with updated pricing. The Client must sign and return the updated event details form(s) to continue to hold their reservation.

The Client needs to provide preliminary details of their event(s) needs (i.e. room layout, guest count, catering menus, equipment needs, and/or any special needs) no later than 15 business days prior to the event. If the event includes catering, a workshop, an invited speaker, and/or minors, we require a minimum of 15 business days' notice. Major events, as defined by the Venue, and all conferences must provide preliminary details 30 business days prior to the event. Final details must be provided five business days prior to an event. The Venue will do its best to accommodate requests made less than five business days prior to an event but under some circumstances may not be able to fulfill the Client's request and will notify the Client if the request cannot be accommodated.

Please note that the Venue abides by Illinois State University's closures, including for severe weather. If the university is closed on the date of the event, the event will be cancelled or postponed.

III. CATERING

Event Management Dining Hospitality (EMDH) is the preferred catering provider for the Venue. If EMDH is not used, the caterer must be preapproved by the Venue. Catering arrangements must be confirmed with the Venue and with the selected catering services. If alcohol is served, EMDH must provide the catering and alcohol. ISU catering services: <https://catering.illinoisstate.edu/>.

IV. FINALIZING EVENT

The Client must meet all requirements by the deadline specified, including, but not limited to, any Event Review Committee requirements, providing any required documentation (i.e. insurance documents for outside entities, signed Agreement), and/or providing applicable payments. If all requirements are not met an event may be cancelled or postponed.

If less than five (5) business days before an event, equipment services, room charges, catering services, and labor are reduced or cancelled, the Client is responsible for 100 percent of the charges before the reduction or cancellation of services. Due to limited resources, requests or

changes to an event may not always be accommodated. When they can be accommodated, late requests may incur additional fees.

V. PAYMENT

A. PAYMENT METHOD

Events must be paid in full five (5) business days before the event. All payments made to the Venue are non-refundable. Public Clients can pay by check. Nonprofit organizations can pay by organizational check. Taxes will be charged unless tax-exempt status is provided before any payment is made. Checks should be made payable to Illinois State University and mailed to University Galleries, Campus Box 7150, Normal, IL 61790-7150 or dropped off at University Galleries. Please include the event title(s), found on the Agreement, when making a payment.

An invoice will be sent after an event and any outstanding balance for any additional incurred costs and is payable within 30 days of the invoice date.

If it becomes necessary for the University to take legal action to collect the Client's unpaid balance, the Client agrees and understands they will be responsible for all costs incurred by University related to such action, including, but not limited to, Not Sufficient Funds (NSF) charges, finance charges, attorney's fees, and any other associated costs.

Payment Schedule

1. At the time the event contract is signed, a non-refundable deposit of 30 percent of the total estimate is due.
2. Five business days before the event, the remaining balance is due.
3. Any charges incurred on the day of an event will be billed immediately following the event and payment is payable upon receipt of the bill.

B. OTHER CHARGES

Additional charges for the event may be incurred if the Venue determines more personnel or equipment is required for the event. This includes, but is not limited to, events scheduled outside of normal operating hours or as the result of a risk assessment.

All labor charges will be incurred in 30 minute increments. If the event ends early, labor will be charged for the event's scheduled time.

If, on the day of the event, the Client requests a room set-up that is different than the one originally agreed upon, they will be billed per labor hour to re-set the room.

An additional clean-up fee may be incurred for labor when an excessive amount of cleaning is required to return the property to a condition adequate for continued use.

C. DAMAGE CHARGES

Any damages or security charges related to the inappropriate behavior of an event guest or performer will be charged to the Client.

VI. VENUE SERVICES AND REQUIREMENTS

A. A/V SERVICES

The Venue has a wide range of A/V and production equipment and services available for rental. Some equipment may require additional labor charges and operators.

Venue equipment cannot be rented for off-site use.

A piano is also available for rent for events. Piano tuning must be done through the ISU School of Music. Venue will schedule an appointment with the Venue for piano tuning and any cost will be billed to the Client.

B. SHIPPING AND STORAGE

The Venue strongly discourages shipping items to the Venue's facilities. If a shipment is necessary, the Client must contact their event planner for approval and instructions. The Venue cannot accept responsibility for any damaged or lost items.

All items including, but not limited to, props, displays, vendor merchandise, etc., must be brought in and removed within the contracted time by the Client, unless previous arrangements have been made with their event planner. The Client will be billed for any and all charges associated with the removal and disposal of items left behind following the Client's event(s).

C. DECORATIONS AND ACTIVITIES

Table decorations may not include tea lights, votive candles, or domed candles. Open flames, glitter, and confetti are not permitted.

Smoke machines, fog machines, or other items producing smoke or haze by any method are not allowed.

Ball throwing, water activities, paint, or activities involving wheels (roller skates, tricycles, etc.) are not allowed. The Venue reserves the right in its sole discretion to allow certain activities to occur if appropriate measures are taken to avoid damages and must be approved by the Venue.

Stapling, pinning, taping, or affixing decorations to any surface is not allowed.

Lighting cannot typically be adjusted for event needs beyond what our standard practice allows. Any modifications in lighting will need prior approval with the Venue staff.

The Venue reserves the right in its sole discretion to allow certain activities to occur if appropriate measures are taken to avoid damages and must be approved by the Venue.

Any damage or excessive cleanup needed on walls, floors, decorations, windows, tables, or other surfaces or furnishings due to decorations, signage, or activities will be corrected at the expense of the Client. Any damage to artwork will be charged to the Client.

D. ROOM AND TABLE USE SAFETY

In order to keep guests and staff safe during an event, the Client and the Client's guests must follow the rules listed below.

1. The number of guests in a room must not exceed the room's capacity.
2. All aisles leading to exit doors must be kept clear and unobstructed.
3. Exit doors must not be fastened or obstructed to ensure that the doors can be readily opened.

VII. POLICIES, PROCEDURES AND GUIDELINES

The Client agrees to follow all local, state, and federal law and regulations and abide by all University Policies and Procedures, some of which are outlined below. Violation of these or any other University policies may result in suspension of reservation privileges for up to one academic year. Please refer to the University Policy & Procedures website at <https://policy.illinoisstate.edu> for more information.

A. UNIVERSITY FACILITY AND SPACE USE POLICY AND USE OF VENUE FACILITIES AND PUBLIC SPACES PROCEDURE

The full procedures related to University Use of Facilities & Public Spaces Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/>.

B. ALCOHOL

Public and nonprofit Clients are permitted to host events with alcohol in some spaces in the Bone Student Center and Braden Auditorium. The Client must have a signed agreement and approved Alcohol Addendum. All events serving alcohol must have the approval of the Associate Director of Event Services and Catering. Events where alcohol is served must include a minimum dollar amount per person of heavy hors d'oeuvres or a catered meal per the Venue's rates as found on the menus. Please refer to the Illinois State University Alcohol Policy at <https://policy.illinoisstate.edu/health-safety/5-1-20.shtml> for more details. The Venue's staff members have the right and obligation to refuse to provide alcohol to any individual who cannot provide appropriate identification showing they are 21 years of age or older, who is behaving in a threatening, inappropriate, or abusive manner, or who is intoxicated.

C. PROTECTION OF MINORS POLICY

Illinois State University is committed to ensuring a safe and secure environment when University faculty, staff, and students have Direct Contact with minors. The purpose of the Protection of Minors Policy is to ensure that minors are provided appropriate treatment and protections when participating in programs and/or activities being held on property owned or controlled by Illinois State University, or when agents/representatives of the University including but not limited to employees, students and/or volunteers have Direct Contact with minors. If the event involves

Direct Contact with minors, the Client must also complete and submit the Protection of Minors Space Reservation Form at <https://riskmanagement.illinoisstate.edu/downloads/minors/outside-groups/Outside%20Group%20Protection%20of%20Minors%20Space%20Requirements.pdf> for approval.

D. SALES

The Venue must approve the sale of merchandise for specific events (i.e., antique shows, flea markets, home shows, and concert souvenir tables, etc.). All sales efforts must be consistent with state, local, and University regulations, including payment of any taxes or licensing fees, commonly accepted standards of decency, and must not present any potential danger to the consumer or to the University community. The Venue will not be held liable in any way for the suitability, authenticity, quality, or safety of merchandise sold. Sales for promotional merchandise may be subject to commission.

Event sales must be approved by the event planner at the time of reservation. Events sales and promotional items involving the following are not allowed, including but not limited to:

1. Credit card companies, selling of alcohol or tobacco products, and gambling
2. Direct sales by off-campus groups for any services or products
3. Sales or marketing efforts in direct competition with goods and services provided in the Venue or by Illinois State University that may violate any current exclusivity contracts
4. Selling food or beverages

E. LICENSED MEDIA, GAMES, AND MOVIES

Most media, games, and movies are licensed for private or home use only. As a public venue, the Venue's facilities are restricted from making available rooms, spaces, and equipment for activities that involve illegal use of media, games, movies, etc. The Client who wishes to use games, media, movies, etc. must show proper authorization and licensing before reservations are accepted. The Client's event planner can provide more information.

F. SMOKE AND TOBACCO-FREE CAMPUS POLICY

The University is a smoke-free, tobacco-free campus. State law prohibits smoking, vaping, and the use of tobacco on campus property. Campus property includes buildings, grounds, and parking lots. Please refer to the Illinois State University Smoke and Tobacco-Free Campus Policy at <https://policy.illinoisstate.edu/health-safety/5-1-7.shtml>.

G. WEAPONS AND FIREARMS-FREE POLICY

All persons are prohibited from possessing any weapon or firearm on the property of the University except as provided in the Illinois State University Concealed Carry and Prohibited Weapons Policy at <https://policy.illinoisstate.edu/health-safety/general/5.1.1Concealed%20Carry.shtml>.

H. ANIMALS

Public health laws prohibit animals from food service establishments except for service animals. Please refer to the Illinois State University Dogs, Cats, and Other Animals Policy at <https://policy.illinoisstate.edu/health-safety/5-1-9.shtml> and the Student Access and Accommodation Services Policies & Procedures at <https://studentaccess.illinoisstate.edu/policies/>.

VIII. CANCELLATIONS AND NO-SHOWS

A. WRITTEN NOTICE

The Venue can lose substantial revenue upon the unexpected cancellation or no-show of an event. The amount lost in these circumstances are often difficult or impossible to determine. Written notice of cancellation by either email or letter must be received by the Venue. The date that this notification is received by this office will be considered the cancellation date. If a client cancels an event, all deposits or advance payments made to the Venue are non-refundable. The Client can refer to their Agreement or the event details form(s) to determine what is owed to the Venue if they cancel an event. The following rules apply for the Venue:

1. If cancelling more than six (6) months before the event, no additional cancellation fees are due unless specialty items were ordered for the event.
2. If cancelling between 30 business days and six (6) months before the event, 50 percent of the total catering, equipment and room charges are due in addition to 100 percent of any specialty items ordered for the event.
3. If cancelling between six (6) business days and 29 business days before the event, 75 percent of the total catering, equipment and room charges are due.
4. If cancelling five (5) business days before the event or if the client fails to show up for an event, 100 percent of the total catering, equipment, room charges, and service fees are due.

B. FORCE MAJEURE

The Venue in its sole discretion reserves the right to cancel an event. No claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of the Venue, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware services) (“a Force Majeure Event”). In the event of a Force Majeure Event, the Client will be responsible for payment of all nonrecoverable expenses incurred by the Venue prior to the date of the cancellation.

IX. MISCELLANEOUS

A. USE OF SPACE

The Client may use the identified University Facility for the limited purpose of the event(s) for the date(s) of the event(s).

B. EFFECTIVE DATE

This Agreement shall become effective upon signature of both parties and shall remain in effect through the specified date(s) of the event(s).

C. INSURANCE

Depending upon the type of event and related activities, all vendors may be required to provide proof of appropriate insurance coverage and/or additional loss prevention measures according to the procedures of the Event Review Committee. The Client may also be required to provide insurance as specified in the University Facility Insurance Requirements and/or by the Event Review Committee. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the event.

Event Review Committee has required the following insurance:

The Client, at its own expense, will carry and maintain in full force and effect during the term of this Agreement, and any subsequent renewals thereof, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Illinois State University, with limits of coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or death and for personal property damage, as protection against all liability claims arising from the use of the premises, and the Client shall name the Board of Trustees of Illinois State University as an additional insured on such policy of insurance, and is required to furnish said certificate of liability insurance coverage to the Venue no later than 10 business days prior to an event.

All vendors providing a service will also be required to provide proof of appropriate insurance coverage as required by University Risk Management. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the event.

D. LIABILITY

The Client shall indemnify and hold harmless the Board of Trustees of Illinois State University, its trustees, officers, agents and employees, from and against any and all suits, actions, proceedings, claims, demands, assessments, judgments, costs, losses, liabilities and recoveries for injuries or death to any person including guests and invitees of the Client and for damage to property arising from the Client's use of the University Facilities. The Client shall defend against such suits, actions, proceedings, or claims provided, however, that such cause of action does not arise out of the direct negligence of the University or its agents.

E. ASSUMPTION OF RISK

The Client shall be responsible for the personal conduct, safety and welfare of its representatives, agents, and invitees. The Venue may, in its sole discretion, take whatever action it deems advisable with respect to such conduct. The Venue assumes no responsibility for any Client property brought into University Facilities by the Client and/or its invitees and the Client releases the Venue from all liabilities for any loss, theft, injury, or damage to such property that the Client may sustain.

F. VENUE LIMITATION OF LIABILITY AND DAMAGES

The Client agrees to clear and leave the University Facility in a condition equal to or better than the condition when the Client entered the premises. The Client also reimburses the Venue for the cost of any repair (other than normal wear and tear) to the facilities that arises out of or is in any way connected with the Client's use of the facilities. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party. The Venue shall not be responsible for any consequential, incidental, indirect, special or punitive damages or for any lost profits, lost revenues or costs of cover. These limitations apply regardless of the legal theory under which such liability is asserted and regardless of foreseeability. For other claims, the Venue's maximum liability will not exceed in the aggregate the total charges paid by the Client under the Agreement.

G. FAILURE OF ENFORCEMENT AND SEVERANCE

The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or either party's right to enforce the terms of the Agreement.

H. BREACH

Failure to comply with any of the requirements of the Venue or this Agreement shall constitute a material breach of this Agreement and shall entitle the Venue to cancel this Agreement. In the event of such cancellation, the Venue shall be entitled to any money deposited as well as the reimbursement for any expenses it incurred pertaining to the Agreement. A waiver by the Venue of any breach of these conditions or any other condition in this Agreement shall not be held to constitute a waiver of any other breach or failure on the part of the Client.

I. UNIVERSITY POLICIES, COMPLIANCE, AND GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois. The Client agrees to comply with all applicable government laws and regulations and agrees to comply with all policies, rules and regulations of Illinois State University (including but not limited to restrictions regarding smoking on premises, access to premises, and use and sale of alcohol on University premises).

J. NOTICES

All notices required herein shall be in writing and shall be sent with an appropriate delivery of acknowledgement of receipt (e.g. certified mail, overnight delivery receipt, fax receipt, and/or e-mail receipt).

Notices to the Venue shall be sent to:

Email: Gallery@IllinoisState.edu
Mailing Address: University Galleries of Illinois State University
Campus Box 7150
Normal, IL 61790-7150

Notices to the Client shall be sent to:

Email:
Mailing Address: _____

K. MODIFICATION AND AMENDMENT

This Agreement (and all attachments thereto) shall constitute the entire Agreement between the parties. The Agreement may not be assigned by either party without prior written consent of the other party. The Agreement may not be modified by either party unless agreed by both parties in writing.

L. AUTHORIZED SIGNATURES

By signing this Agreement, the Client acknowledges and agrees that they are an authorized agent of the Client and that the Client will be held financially responsible and liable for all services incurred by Illinois State University for this Agreement. Further, the Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University and within the Venue as described in this Agreement and elsewhere. In addition, by signing below, the signer attests that they are the Client or an authorized agent of the Client.

X. ITEMS TO BE COMPLETED BY THE CLIENT

A. UNIVERSITY PROTECTION OF MINORS POLICY COMPLIANCE

Outside Groups (<https://riskmanagement.illinoisstate.edu/minors/outside-groups/>) that use property owned or controlled by the University for events or activities are subject to requirements applicable to Outside Groups under the University Protection of Minors Policy (<https://riskmanagement.illinoisstate.edu/minors/policy/>).

SECTION ONE: Outside Group determines if the event/activity includes Direct Contact with minors as defined in the University Protection of Minors Policy.

Direct Contact occurs when individuals, on behalf of the Outside Group, have:

- Direct interaction, care, supervision, guidance, and/or control of minors at the event; or
- Access to minors where one-on-one contact with minor is possible at the event; or
- Authorized access to facilities/property for event/activity where minors are present at the event (e.g. issued a key or similar access); or
- Unchaperoned time in facilities/property where minors are present at the event.

Direct Contact does not occur if a *chaperone* is present. A *chaperone* must be a parent/guardian (or parental designee) of a minor or an Outside Group individual who has completed a background check and is present at all times during the event or activity. Each Outside Group determines how to appoint *chaperones* for their event.

Further information about Direct Contact can be found at <https://riskmanagement.illinoisstate.edu/minors/outside-groups/>

If you still have questions regarding if your event includes Direct Contact with minors, please visit <https://riskmanagement.illinoisstate.edu/minors/> or call 309-438-1900.

Does your Outside Group activity/event(s) include Direct Contact (as defined above) with minors?

Yes No

If answer is yes, the Outside Group must complete section two and complete all required background checks for individuals that have Direct Contact with minors on behalf of the Outside Group at the Outside Group activity/event(s).

If answer is no, sign below. I agree to abide by all requirements of the University Protection of Minors Policy and certify the Outside Group activity/event(s) does not include Direct Contact with minors.

Signature of Client

Date

SECTION TWO: Direct Contact activity/event background check requirements:

Outside Group agrees to abide by all [University Protection of Minors Policy](#) requirements available at <http://policy.illinoisstate.edu/conduct/1-19.shtml>, including requirements to:

- Complete a background check for each employee and volunteer working at the event/activity that includes:
 - A search of a national criminal database that includes but is not limited to at least seven years of information, including felony, misdemeanor and other infraction information.
 - A name check of the national Sexual Offender Registry and a check of the Illinois Sex Offender Registry.
 - A check of the Murderer and Violent Offender Against Youth Registry.
- INFORMATION ON BACKGROUND CHECK PROVIDER RESOURCES on the last page. This information can also be found at: Outside Background Check Resources <https://riskmanagement.illinoisstate.edu/minors/outside-groups/>
- All other Outside Groups must agree to procure and maintain during the terms of the agreement, General Liability insurance in a minimum amount of \$1,000,000 per occurrence and name the Board of Trustees of Illinois State University as additional insured. Insurance coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. Outside group shall evidence coverage by directing their Agent, Broker, or Insurer to send Certificate of Insurance (COI) to ISU Representative. COI shall specifically state that sexual molestation is not excluded from full coverage amount. Exceptions to the insurance limit requirements outlined may be approved by University Risk Management on a case by case basis. Please contact University Risk Management at 309-438-1900 with questions.
- To comply with the requirements of all applicable laws, including the Fair Credit Reporting Act, when completing a background check. The Outside Group agrees it shall not use the background check information for any other purpose, other than

<p>those purposes authorized by the Agreement;</p> <ul style="list-style-type: none"> To release acquit and forever discharge Illinois State University, its Board of Trustees, officers, employees, agents and representatives from any and all claims may be incurred arising out of, or in any way connected to the Activity/Event. <p>University shall:</p> <ul style="list-style-type: none"> Reserve the right to cancel the event and immediately terminate the Agreement without penalty to University for any violation of the Background Check Terms by the Outside Group. Not be responsible for damages to the Outside Group for delays, or costs increased/incurred due to the Outside Group's failure to ensure completion of a required background check. 	
<p>The Outside Group agrees and acknowledges all terms and conditions.</p>	
<p>_____</p> <p>Signature of Client</p>	<p>_____</p> <p>Date</p>

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B. PAYMENT DECLARATION

Please indicate payment method(s) following the client type criteria:

Check

Tax Exempt Status (must provide tax-exempt letter when sending in Agreement)

Yes

No

XI. COVID-19 FACILITY USE REQUIREMENTS

While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all university and facility specific recommended public health rules and precautions. ISU strongly encourages all participants/attendees interacting with campus community to obtain vaccination consistent with the State vaccination plan. In addition, all participants/attendees also agree to follow any applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois, and the Illinois Department of Public Health, the McLean County Health Department as well as Illinois State University. The individual or organization reserving the space is responsible for making sure that all participants/attendees are aware of outlined risks and requirements.

These public health rules and precautions may include but are not limited to:

- Follow good hygiene guidance such as regular hand washing and avoiding touching one's face.
- Support the wearing of face coverings by any attendee who wishes to wear one

