



UNIVERSITY GALLERIES FACILITY AGREEMENT FOR SPONSORED REGISTERED STUDENT ORGANIZATIONS

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of 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 the event planner by email or phone at galleries@ilstu.edu or 309-438-0789. The Venue will update the Agreement to reflect the changes. The new Agreement must be signed prior to the event date or the Client risks forfeiting their reservation.

Sponsored Registered Student Organizations (RSO) must meet the following criteria:

1. The Sponsored RSO must currently be registered and remain registered with the University.
(The Venue will confirm registration and reserves the right to cancel the event(s) if the RSO is not registered.)
2. The Sponsored RSO must be in good standing with the Venue, the Dean of Students Office, and the University. RSOs not in good standing will not be allowed to book an event.

3. A majority (over 50 percent) of the expected attendees must be Illinois State University (ISU) students. If an event has less than 50 percent ISU students, the event will be charged at university department rates.
4. An event must be booked and planned by a member of the RSO that is on the University Galleries Booking Privileges Form. If charges are incurred, the advisor must also sign the Agreement and any event details form(s).
5. If paying by a university account number, the account number will be used to pay for the full cost of the event(s).

II. EVENT DETAILS

Please review the detailed information outlined above 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 needs (i.e. room layout, guest count, catering menus, equipment needs, and/or any special needs) no later than 10 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 the event. The Venue will do its best to accommodate requests made less than five business days prior to the 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.

The following guidelines apply to all RSO events:

1. RSOs can reserve rooms for the fall semester beginning on the first Monday of August and for the spring semester, beginning on the first Monday of December.
2. Reservations are made on a first-come, first-served basis.
3. RSOs may not book any events outside of University Galleries' open hours.

III. CATERING

All catering within the Venue must be provided by an ISU-approved vendor. A list of approved vendors can be found at <https://riskmanagement.illinoisstate.edu/alcohol/>. Catering arrangements must be confirmed with the Venue and with the selected catering services. 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 the 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 using either one university account number and/or foundation funds. Foundation checks should be made payable to University Galleries and mailed to University Galleries, Campus Box 7150, Normal, IL 61790-7150 or dropped off to 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 is payable within 30 days of the invoice date.

B. OTHER CHARGES

Additional charges for events may be incurred if the Venue determines more personnel or equipment is required for an 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 an event ends early, labor will be charged for the event's scheduled time.

If, on the day of an 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.

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 and 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 and Public Spaces Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/>.

B. ALCOHOL

Student groups are not permitted to have alcohol when reserving University facilities. Please refer to the Illinois State University Alcohol Policy at <https://policy.illinoisstate.edu/health-safety/5-1-20.shtml> for more details.

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 online application available at Risk Management's Webpage:

<https://riskmanagement.illinoisstate.edu/minors/registration/>

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 by the the Venue or by Illinois State University that 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, Venue 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 and 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. 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. If the Client has contracted with a caterer, please contact them directly to cancel the order and schedule your payment. The following rules apply for the Venue:

1. If cancelling within five (5) business days of the event, or if the Client fails to show up for an event, the Client will be billed for 100 percent of all equipment, service fees, and room charges. (Please note that there may be additional cancellation fees if Client has contracted with a caterer.)
2. If the client fails to show up for an event more than twice during an academic year, all scheduled events associated with the organization will be cancelled and no new events will be scheduled until the next academic year.

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 an 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 facilities 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

The Client must complete the following sections below (Refer to Section VII.C for more information.)

DOES THE ACTIVITY / EVENT INVOLVE MINORS (UNDER 18)?

- Will your staff, volunteers or event participants have Direct Contact, interaction with, or access to minors (under 18) at the activity/event?
- Is the activity/event primarily intended for minors (under 18) as participants?

If you are unsure whether you should answer YES, please email Risk Management at ProtectionofMinors@ilstu.edu or 309-438-1900.

() YES () NO

If YES, then.

() INTERNAL UNIVERSITY USERS (FACULTY, DEPARTMENTS AND SPONSORED RSOs) must complete the University Program/Activities Involving Minors online application available at Risk Management’s Webpage:
<https://riskmanagement.illinoisstate.edu/minors/registration/>

Your Agreement will not be approved until the Minors Activity Committee reviews and approves your application.

Authorized Signature	Date
----------------------	------

B. PAYMENT DECLARATION

Please indicate the payment method following the client type criteria:

- University Account Number (only one University account number can be used)
- Foundation Funds

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

