

Premises Use Agreement University of Toledo Stranahan Arboretum

THIS AGREEMENT, made this _____ day of _____, 20____, by and between THE UNIVERSITY OF TOLEDO, Toledo, Ohio, hereinafter designated as UNIVERSITY and, _____ hereinafter designated as LICENSEE.

WITNESSETH

That under the terms and conditions hereof, the UNIVERSITY grants LICENSEE the nonassignable license to use and occupy the grounds of STRANAHAN ARBORETUM, herein called PREMISES, only in the areas and only on the dates and hours and at the rates specified below:

DATES	HOURS	AREA(S)	FACILITY USE CHARGE	OTHER CHARGES
		[Describe specific area within Arboretum property]	RENT: \$200.00 for the 1 st 4 hours	Each additional hour: \$25/hr

I. RENTAL POLICY

The use of UNIVERSITY facilities shall at all times be consistent with the instructional, research and public service functions of the UNIVERSITY. The UNIVERSITY shall retain the right of determination which activities are consistent with its primary purposes. Any person or groups using UNIVERSITY property shall conform to the requirements of these rules and other UNIVERSITY policies and state laws. Note: Students receive a 25% discount on the first 4 hours.

II. EXCLUSIVE RIGHTS OF UNIVERSITY

The UNIVERSITY holds exclusive rights to conduct any and all fee-based, non-credit seminars, training sessions, and certificate programs. The UNIVERSITY reserves the right to refuse, reschedule or cancel any event(s) that may be in direct conflict with the programming mission of the UNIVERSITY.

III. SCHEDULING CHANGES

LICENSEE must notify UNIVERSITY of any changes to the event schedule as stated in this contract at least forty-eight (48) hours prior to the start of the event. Any notification of schedule changes given to the UNIVERSITY less than forty-eight (48) hours prior to the start of the event may be implemented at the

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discretion of the UNIVERSITY. LICENSEE shall not alter the event schedule outside of the time restrictions set forth in this contract without written consent from UNIVERSITY.

The PREMISES are available to LICENSEE for other uses on a space-available basis for programs, meetings, conferences, or other educational activities. The UNIVERSITY reserves the right to re-assign space as needed.

IV. CANCELLATION

A. By LICENSEE

In the event that LICENSEE cancels the event more than forty-eight (48) hours prior to the event, the LICENSEE shall incur no charge. If the LICENSEE cancels the event less than forty-eight (48) hours prior to the event, LICENSEE shall be liable to the UNIVERSITY for all charges incurred by UNIVERSITY to the date of the event and the rental fee as liquidated damages, unless the PREMISES is reassigned to another LICENSEE under the same terms as those contained in this Agreement. In the event of non-use (a no-show) by LICENSEE, LICENSEE shall be liable to the UNIVERSITY for all charges incurred and the rental fee as liquidated damages.

B. By UNIVERSITY

The UNIVERSITY may cancel this Agreement upon seven (7) days written notice. The UNIVERSITY, for public necessity or emergency use, may terminate the Agreement at any time. In the event of cancellation, the UNIVERSITY'S liability shall be limited to repayment of any advance payment of rental fees by LICENSEE to UNIVERSITY.

V. INDEMNIFICATION

LICENSEE, its affiliates and subsidiaries shall indemnify, protect, defend and hold harmless the UNIVERSITY, its employees, students and the State of Ohio and its agents from and against any and all claims, loss of use or damages, liens, judgments, penalties, attorney's and consultant's fees, expenses or liabilities arising out of, involving, or in connection with, the use or occupancy of the PREMISES by the LICENSEE or its guests or patrons. If any action or proceeding is brought against UNIVERSITY by reason of any foregoing matters, LICENSEE shall upon notice defend the same at LICENSEE's expense by counsel reasonably satisfactory to UNIVERSITY and UNIVERSITY shall cooperate with LICENSEE to such defenses. UNIVERSITY need not have first paid any such claim in order to be defended or indemnified.

VI. INSURANCE FOR COMMERCIAL USE OF PREMISES

LICENSEE, for which payment is collected for admission or participation, shall procure and maintain in full force during the term of the contract, bodily and property damage liability insurance under a standard comprehensive general liability policy, including contractual liability, which shall provide a minimum of

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\$1,000,000 (one million) for any one occurrence and evidence of umbrella coverage in an amount not less than \$1,000,000 (one million). The UNIVERSITY shall be named as Additional Insured in all required contracts of insurance pertaining to the use of the PREMISES. A certificate of insurance must be filed with the University College's PREMISES Office within ten (10) working dates prior to the event.

VII. CATERING SERVICES

You may contact University Catering Services directly at (419) 530-8488 or at darr-jennifer@aramark.com to arrange for food service requests. Outside catering services may only be utilized with UNIVERSITY permission. A copy of the food vendor's current food operator's license, most recent Health Department inspection and proof of insurance coverage (with the minimums described below) must be submitted to the Research Operations Manager for the Stranahan Arboretum at pamela.struffolino@utoledo.edu at least fourteen (14) days in advance of the scheduled event. Food vendor, at a minimum, shall maintain: (i) commercial general liability insurance with a minimum limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (ii) workers' compensation insurance as required by law; and (iii) automobile liability coverage with minimum limits of liability of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate annually.

VIII. STAFFING

Staff, including but not limited to, security, maintenance or grounds keeping, required for the operation of the PREMISES will be determined by the Research Operations Manager for the Stranahan Arboretum and will be supplied as needed. LICENSEE will be billed any charges. The LICENSEE is expressly prohibited from bringing in or arranging for the service of any private, volunteer, or independent security force, maintenance, grounds keeping or other operational staff.

IX. DEFACEMENT AND DAMAGE OF PROPERTY

A. NON-UNIVERSITY LICENSEE

LICENSEE hereby assumes full responsibility for the acts of all persons using the PREMISES and hereby agrees to reimburse the UNIVERSITY for any and all damages done to said PREMISES or UNIVERSITY property during the period of this Agreement

B. UNIVERSITY LICENSEE

Any UNIVERSITY LICENSEE will also be held responsible for any and all damages done to said FACILITY during the period of the Agreement and will be responsible for reimbursing the University College Facilities Office for all expense incurred for repairs.

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X. ABIDE BY UNIVERSITY POLICIES

LICENSEE agrees to abide by all UNIVERSITY policies in effect at the time of the event, as well as all local, state, and federal law. All state, local, and UNIVERSITY regulations concerning health, safety, and public order, which are applicable to the use and occupancy of public facilities, shall be observed.

XI. EMERGENCIES

Should the PREMISES or any part thereof be destroyed by fire or any other cause or should any other casualty or occurrence render the fulfillment of the Agreement by the UNIVERSITY impossible, then and in that event, this Agreement shall terminate and the LICENSEE shall have no further obligation to UNIVERSITY and shall pay a pro-rated license fee based on actual use. LICENSEE hereby waives any claim for damages should this Agreement be terminated.

XII. ENTIRETY OF AGREEMENT

It is expressly understood and agreed that the UNIVERSITY makes no representations or agreements, oral or otherwise, outside the terms of this Agreement that expand or conflict with any of the provisions hereof. Any purported outside representations or agreement have no force or effect upon the right or duties of the UNIVERSITY herein. No term, provision, or condition of this Agreement may be altered, amended, or added except upon the execution of a written amendment in the same manner as this Agreement.

XIII. PREMISES ARRANGEMENT

To specify PREMISES arrangements desired for the event please contact Research Operations Manager for the Stranahan Arboretum at 419-530-8366 or pamela.struffolino@utoledo.edu no later than seventy-two (72) hours prior to the scheduled event. Arrangements must be confirmed by both parties in writing and will be deemed part of this Agreement.

XIV. OBSTRUCTIONS/SAFETY

The LICENSEE during the event shall obstruct no sidewalks, passages or avenues of ingress or egress to or from the PREMISES, as permitted by the UNIVERSITY. LICENSEE shall not use or bring any hazardous materials (any type of open flame including candles, flammable or caustic materials, etc.) inside the PREMISES without prior written consent of the UNIVERSITY.

XV. PARKING

The LICENSEE, its agents, employees, guests and patrons shall utilize the designated parking area adjacent to the PREMISES. If overflow parking is an anticipated need, the LICENSEE shall contact the Research Operations Manager for the Stranahan Arboretum at 419-530-8366 or pamela.struffolino@utoledo.edu no

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later than seventy-two (72) hours prior to the scheduled event. Any alternative parking options must be confirmed by both parties in writing and will be deemed part of this Agreement.

XVI. PAYMENT

A. Prior to Event

LICENSEE agrees to pay the UNIVERSITY by check or cash the total contracted balance forty-eight (48) hours prior to the start of their contracted time. If payment is not received forty-eight (48) hours prior to the start time of the event, this Agreement will automatically terminate without liability to the UNIVERSITY and access to the PREMISES shall be denied to the LICENSEE. Checks should be made payable to: **University of Toledo Foundation, Stranahan Arboretum Progress Fund** and sent to:

Pam Struffolino
Stranahan Arboretum Research Operations Manager
6200 Bayshore Road
Oregon, Ohio 43616

B. Following Event

Any adjustments in billing will be invoiced to LICENSEE following the event. LICENSEE agrees to pay the UNIVERSITY by check or cash the total balance due within thirty (30) days following receipt of invoice. If payment is not received as stated herein, the UNIVERSITY may cancel future events and may take legal action to secure payment. In addition, a late payment charge of one and one-half percent (1.5%) per month on the unpaid balance will be added to the account balance.

XVII. LOST OR ABANDONED PERSONAL PROPERTY

The UNIVERSITY accepts no responsibility for personal property of LICENSEE or LICENSEE's guests left on the PREMISES.

XIII. RIGHT OF ENTRY

The PREMISES shall at all times be under the control of the UNIVERSITY and all UNIVERSITY personnel, agents, police, and fire department employees shall have the right to enter the PREMISES at any time.

IN WITNESS HEREOF, the parties hereto intended to be legally bound hereby, have executed the Agreement the day and year above written.

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THE UNIVERSITY OF TOLEDO

By: _____

Date: _____

For The University of Toledo

Name: _____

Title: _____

LICENSEE

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Street Address: _____

City, State, Zip _____

Phone: (Business) () _____

Phone: (Residence) () _____