



RESERVATION CONTRACT

The University of Toledo 2801 W. Bancroft St. Toledo, OH 43606-3390
The Student Union: 419-530-2931 Fax: 419-530-2800 Scott Park Student Center: 419-530-3366 Fax: 419-530-3070

THIS AGREEMENT, made this 30th day of August 2002, by and between THE UNIVERSITY OF TOLEDO, Toledo, Ohio, hereinafter designated as "UNIVERSITY" and

hereinafter designated as "USER", for the purpose of:

WITNESSETH

That under the terms and conditions hereof, the "UNIVERSITY" grants to "USER" the nonassignable right to use and occupy (space), hereinafter called Facility, only in those areas and only on the dates and hours at the rates listed below:

DATES	HOURS	LOCATION(S)	CHARGE	OTHER CHARGES
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CANCELLATION

In the event that "USER" cancels the event within thirty (30) days prior to the same, he will forfeit all rental deposits and claims to the "UNIVERSITY". If the "USER" cancels the event within five (5) days prior to the same, he shall be liable to the "UNIVERSITY" for all charges incurred to date and the rental fee as liquidated damages unless the facility is reassigned to another "USER" under the same terms as those contained in this Agreement. A postponement of more than six (6) hours is considered a cancellation. The "UNIVERSITY" may cancel this Agreement upon 30 days written notice without liability to the "USER". The Agreement may be terminated at any time when the facilities are required for public necessity or emergency use. Under such circumstances, the deposit will be refunded to "USER". In any event the "UNIVERSITY'S" liability shall be limited to repayment of any advances paid by "USER". In the event of non-use by "USER", he shall be liable to the "UNIVERSITY" for all charges incurred to date and the rental fee as liquidated damages.

CATERING SERVICES

The "USER" is allowed to use an outside licensed caterer for those functions where the total food bill will be under \$500. For catering bills over \$500, the on campus food service has first right of refusal. Catering estimates must be submitted to the catering office for clearance. ALL BAR SET UP'S ARE TO BE ARRANGED BY CAMPUS FOOD SERVICE. NO OUTSIDE VENDORS MAY SUPPLY THIS. Please see the attached guidelines for specific details regarding the use of outside caterers.

SECURITY ARRANGEMENTS

The "USER" is expressly prohibited from bringing in or arranging for the service of any private, volunteer, or independent security force and does hereby agree to utilize only the "UNIVERSITY'S" security personnel arranged through the University Police Department under the terms of this agreement.

CONCESSION SALES

The "UNIVERSITY" reserves the sole right to contract for the sale of programs, food and any other merchandise or service within the facility.

DEFACEMENT AND DAMAGE OF PROPERTY

"USER" hereby assumes full responsibility for the acts of all persons using the Facility and hereby agrees to reimburse the "UNIVERSITY" for any and all damages done to said Facility or other University property during the time covered by this agreement. The "UNIVERSITY" assumes no responsibility for accidents and/or loss of property incurred by "USER" or his guests.

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. The "UNIVERSITY" reserves the right to require of the "USER" evidence of liability insurance coverage that would be beneficial to the "UNIVERSITY". The "UNIVERSITY" shall be named as an ADDITIONAL INSURED in all contracts of insurance pertaining to this contract. "UNIVERSITY" regulations applying to specific rooms shall be observed. Further information regarding each room can be obtained from the RESERVATIONS OFFICE, STUDENT UNION OR SCOTT PARK STUDENT CENTER.

EMERGENCIES

Should the Facility or any part thereof be destroyed by fire or any other cause or should any other casualty or occurrence render the fulfillment of this Agreement by the "UNIVERSITY" impossible, then and in that event this Agreement shall terminate and the "USER" shall pay rental for said premises only up to the time of said termination. "USER" hereby waives any claim for damages should this Agreement be terminated.

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, except the Food Service Contract and Housing Contract, which broaden or conflict with any of the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights 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.

made thereof must be in writing and are deemed as part of this Agreement. The "UNIVERSITY" reserves the right to honor late arrival of this information.



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FACILITY ARRANGEMENT

The "USER" agrees to contact the appropriate "UNIVERSITY" personnel named on the attached permit to specify facility arrangements desired for the event. Such arrangements must be made no later than 72 yours prior to the scheduled event. Any arrangements made thereof must be in writing and are deemed as part of this agreement. The "UNIVERSITY" reserves the right to honor late arrival of this information.

OBSTRUCTIONS

No sidewalks, doors, passages or ways of access to or through the Facility shall be obstructed by the "USER", except in the lobby areas as permitted and agreed to by the "UNIVERSITY" at the time of the signing of this Agreement.

PAYMENT

With Reservation:

"USER" shall pay the "UNIVERSITY" by check, cash or credit card the sum of \$_____ upon acceptance of this agreement.

One Week Prior to Reservation:

The "USER" further agrees to pay the remainder of the rent and estimated expenses 7 (seven) days prior to the event. Any additional expenses incurred during the event will be billed after the event. Payment may be in the form of Cash, Check, MasterCard or Visa.

PERFORMANCE BOND

A performance bond shall be provided to the "UNIVERSITY" by "USER" in all cases when the "UNIVERSITY" deems the same necessary.

PROPERTY REMOVAL AND STORAGE

If "USER" fails to remove his personal property, then and in that event, the "UNIVERSITY" may remove the same and store it at the "USERS" expense. The "UNIVERSITY" shall not be liable to the "USER" for any damages arising from this action.

RECORDINGS, TELEVISION AND PROJECTIONS

Radio and television broadcasting, movie, film, videotape recording and transaction rights for any performance or rehearsal are expressly reserved to the "UNIVERSITY". The "UNIVERSITY" shall retain control of the public address system at all times.

SIGNAGE

All signage in the building must be contained to sign holders, available free of charge, from the Reservations Office. No signs may be taped or otherwise secured to walls, doors, etc. Further information regarding sizes, etc is available from the Reservations Office.

OPEN FLAME/CANDLES

All candles/flames will be placed inside of a suitable glass globe, which will be securely anchored to its base. The assembly will not be easily tipped over. The flame of the candle will not extend past the opening of the globe. The globe assembly will not allow wax or oil to drip onto the surface on which the assembly rests. No combustibles will touch the sides of the glass globe, nor be in close proximity to, or be allowed to hang over the flame opening. The assembly will not be placed within easy reach of children.

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 Facility at any time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year above written:

USER

Organization:
Phone: (Day)
Address:
City:

Contact Person:
Fax Number:

Email Address:

State:

Zip:

Accepted by: _____ Date _____
(User)

THE UNIVERSITY OF TOLEDO

By: _____
(The University Of Toledo)

Title: _____

This Agreement will be cancelled if not signed and returned WITH deposit by: January 26, 2005.

PLEASE SIGN AND RETURN BOTH COPIES OF THIS CONTRACT ALONG WITH PAYMENT. ONCE BOTH COPIES HAVE BEEN FULLY EXECUTED, ONE COPY WILL BE RETURNED TO YOU FOR YOUR RECORDS. THE UNIVERSITY OF TOLEDO IS A SMOKE-FREE ENVIRONMENT. University policy prohibits smoking in all public areas inside these facilities. NO DROP SHIPMENTS WILL BE ACCEPTED.