

Stetson University Facilities Use Request
For Non-Stetson External Organizations and Personal Events

Organization/Company Name: _____
(Name of Non-Stetson Organization/Group- "Facility User")

Name: _____
(Contact for Non-Stetson Organization or Person setting up a personal event- "Facility User")

Phone: _____ Fax: _____

Email: _____

Indicate relationship to Stetson University (Only required for personal events- See Term 1.2):

Staff Faculty Student Alumni Family Member of Such

Employee of On-Campus Business Affiliate (i.e., Health Services Office, Bookstore, Food Services)

Name of Staff, Faculty, Student, Alum or Affiliate related to: _____

This form serves as my request to reserve a room, building or campus location as described below. I understand that no reservation will be made until this form has been completed, signed and returned to the Stetson contact below for final approval.

Note: Once Final Approval is obtained, you will be contacted by Email or phone and copy of the final agreement will be sent to you.

Stetson Contact/Room Facilitator Name: _____

Contact Phone: _____ **Unit #** _____

Contact Fax and Email: _____

Engagement: **NAME of Activity or Event:**

(If wedding, please note both last names of bride/groom parties)

Date(s) of Event/Function:

(If wedding, please also indicate date & hours of rehearsal)

Event Location: **Name of Room/Bldg**

Type of Event/Use: **Describe activity/event**

Estimated Number of Participants: **Est # of those who will attend**

Hours of Event: **Start Time:** _____ **End Time:** _____

(For reservation purposes, please include time needed to set up for your event)

Note: Please complete the Facility Use Agreement and information under "Schedule B" with Details of the Event/Needs. Review the Agreement, and Complete & Sign the Signature Sheet.

Facility Use Agreement

This agreement, submitted this _____ (today's date) between Stetson University, Inc. (hereinafter referred to as "SU") and,

(Name of Non-Stetson Organization / Individual's Name) - hereinafter referred to as "Facility User".

1. General Terms and Conditions

- 1.1. Use of Stetson University Deland Campus Facilities by external organizations or businesses may be allowed upon availability for Not-for-Profit Organizations that have an educational mission. Exceptions will require the approval of the Associate VP of Facilities and dependent upon the nature of the activities, content, structure and availability. Usage may also be made available to Stetson internal groups as described in 1.2 for their own personal events. Facility Use shall be dependent upon final approval of this agreement, and as outlined in Schedule B attached.
- 1.2. Due to the high volume of university events and activities, and the limited availability of our facilities and rooms; room reservations/rentals for Personal Events (such as weddings, anniversary/birthday parties etc) are only made available to our internal Stetson groups as a courtesy to them, if and when a room is available. This would include Stetson students, staff, faculty, and alumni for their own personal events and those of their immediate families.
- 1.3. Facility use and reservations are based upon availability and may be made within a six-month period. Due to the nature of the Academic calendar, SU is not able to reserve facilities on a routine or repetitive scheduling basis. There are some extended periods of time when facility reservations for external groups or personal events cannot be made due to university activities. Stetson University reserves the right to prohibit the use of the campus facilities by any organizations, group or persons.
- 1.4. Facility User must make detailed arrangements with the Stetson Contact/Room Facilitator shown on the Facility Use Request Form (or his or her designee) at least 30 days in advance of event.
- 1.5. SU will not provide publicity, informational or general business services for the Facility User, except that SU may publicize on its website the name of the Facility User's event, as well as the name, telephone number and email address of a contact person designated by the Facility User.
- 1.6. No alterations may to be made to any SU property. No equipment or furniture other than standard equipment for a room or facility will be provided by SU to Facility User without additional charge or arrangements as set forth in Schedule B attached.
- 1.7. Persons shall be admitted to SU facilities without regard to Race, Color, Religion, Gender, National or Ethnic Origin, Age, Marital Status, Disability or Sexual Orientation. Facility User shall not discriminate in any manner against any employee, student, visitor or attendee.
- 1.8. Facility User shall adhere to SU policies regarding operating hours and room use as set forth in Schedule B. Facility User and its guests/attendees shall only be granted access to the room reserved and adjacent bathroom facilities unless otherwise approved by the Room Facilitator/Set-up Manager.
- 1.9. Facility User and its agents, invitees and employees, or persons affiliated therewith agree to abide by SU policies and procedures, as well as all state, federal, and local laws. Facility User acknowledges that no weapons of any kind, alcoholic beverages, narcotics, drugs, or other controlled substances are permitted on or to be consumed or used on the University's campus. If in the University's sole determination, the Facility User's staff or attendees are in violation of these policies, or affiliates exhibit behavior, which SU considers to be disruptive, inappropriate or offensive, then SU shall trespass the offenders and may terminate Facility User's event with no liability on the part of SU.
- 1.10. Facility User may not sell products, food or beverages. All food and catering services for events located in the Carlton Union building will be provided exclusively by Chartwells and/or as pre-authorized by SU and set forth in Schedule B attached. Facility User shall make all food and catering arrangements directly with Chartwells by contacting Chartwells Food Services at: 386-822-8783.

- 1.11. If Facility User wishes to include alcoholic beverages in their event, they must complete the Alcohol Request Form and contract with an approved alcohol vendor. - See Schedule B for more information.
- 1.12. Cancellations by the Facility User will be accepted with full refund provided notice is received prior to two weeks of the Event. SU will charge the Facility User \$50.00 cancellation fee if event is cancelled less than two weeks prior to the Event. It is mutually agreed that neither party shall be held responsible for facility use cancellations due to any Act of God or other perils, nor for unforeseen circumstances, (including spontaneous campus events, activities or repairs/renovations) that prevent or may impede the use of campus premises by the Facility User; and any unused room fees paid will be refunded to the Facility User should this type of circumstance occur and other arrangements cannot be made to the satisfactory of both parties.

2. Insurance and Indemnity

- 2.1. The Facility User assumes responsibility for its staff, participants and its guests, and will indemnify and hold harmless Stetson University, Inc. and its employees, representatives, agents, trustees and officers against all claims, suits, liabilities and expenses (including reasonable attorney fees) arising out of this agreement or in connection with Facility User's activities and facilities use, including participant and third party injuries and damages, and for those arising out of the negligent acts or omissions or willful misconduct of the Facility User, its employees, agents and invitees.
- 2.2. The Facility User must furnish to SU a certificate of insurance evidencing its current policies of:
 - i. General liability covering both bodily injury and property damage
 - ii. Commercial Auto Insurance Coverage (if applicable to Facility User)
 - iii. Workers Comp Coverage (if applicable per State Work Comp Law)
- 2.3. **This "Certificate of Insurance" must also name Stetson University, Inc. as an additional insured in regards to liability.** The certificate must be submitted at least two weeks prior to the requested event dates or the University reserves the right to cancel the reservation.
- 2.4. **NOTE:** Facility Users that do not possess the above liability coverage and/or cannot submit a Certificate of Insurance as described in 2.2 and 2.3 shall be required to purchase a special temporary TULIP policy (Temporary Event Liability Policy) for this event as determined by SU. SU may obtain such policy for Facility User as a courtesy, and the premium charge for this policy will be included in Schedule B.

3. Loss or Damages

- 3.1. **Facilities should be left in the same condition as they were found.**

Facility User hereby agrees to pay for all damages to facilities or extra cleaning fees required that were caused by the Facility User, its agents, employees, participants, guests, and/or equipment. SU shall assess all damages and additional cleaning costs and shall invoice Facility User within 14 days of event conclusion. Facility User must notify the University of any accidents, injuries or property damages. Contact our Public Safety office at 386-822-7300 should an incident occur.
- 3.2. Facility User is responsible for the security and safety of its property and equipment and the property and equipment of its guests and invitees. SU is not responsible for lost, stolen or damaged property or equipment belonging to any party.

The validity, interpretation and effort of this contract/agreement and any addendum, riders(s), exhibits or schedules attached thereto shall be governed by the laws of the State of Florida. The laws of the State of Florida shall govern all rights, obligations, remedies and liabilities arising pursuant to this contract and any rider(s) attached hereto. Venue for any legal action relating to this agreement shall be Volusia County, Florida.

This contract/agreement and any rider(s) or exhibits hereto represents a complete and final expression of the parties' agreement. The parties will therefore be responsible only for those items expressed in this contract/agreement and any riders or exhibits attached thereto, irrespective of any additional or contrary oral or written statements or representations.

The undersigned Authorized Representative, on behalf of the Facility User, understands and agrees to the above terms and conditions, and that Facility User and all of its agents, employees, members and guests will observe the above terms and conditions. Facility User assumes full responsibility for all terms, fees and/or charges herein and for any claims, loss or damage to Stetson University property related to Facility User's Facility Use as described in this agreement.

Signed By: _____ Date: _____
Signature of Authorized Representative of Facility User (typed-in signatures are not acceptable)

Printed Name of Authorized Representative: _____

Name of Organization/Facility User: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Please Send Completed/Signed Forms, Certificate of Insurance and Facility Use Fee Checks to:

Stetson University, Inc.
Attn: Risk Management/Terry Gordon
421 N. Woodland Blvd., Unit 8420
DeLand, FL 32723

To Expedite, please scan and email to: tgordon@stetson.edu, or fax to 386-822-8873.

Risk Management Phone: 386-822-7701

Upon final authorization by Associate VP for Facilities Management, copy of the Executed Agreement will be sent to Facility User, Stetson Contact/Room Facilitator and Set-up Dept.

INTERNAL USE ONLY

Authorized By: _____ Date: _____
Albert T. Allen, Associate Vice President for Facilities Management
Stetson University
421 N. Woodland Blvd., Unit 8420
DeLand, FL 32723

Reviewed by Risk Mgmt: _____ COI: _____ Add'l Insured: _____ TULIP: _____ Fees: _____

Rev 8/13

Schedule B – Event Details and Facility Use Charges
(To be completed by Facility User and/or Room Facilitator/Stetson Contact)

Name of Facility User: _____

Name of Room Requested, Dates and Hours: _____

Details of Facility Use, Event and Activities: _____

Equipment/Furniture Needs (if applicable): Chairs (\$.50 Each) _____ Tables: (\$5.00 Each) _____

Food & Beverages to be included in Event: No _____ Yes _____

Note: Food & Catering service is arranged and billed separately by Chartwells Food Services. (Call: 386-822-8783)

Are you requesting approval for alcohol to be served at the event? No _____ Yes _____*

*Please access the Alcohol Request Form and Policy at <http://www.stetson.edu/administration/events/alcohol/>.
(Facility User shall be required to contract with an approved Alcohol Vendor for service of alcohol)

Insurance Requirements: Facility Users are required to furnish a certificate of insurance to Stetson University evidencing their current general liability policy as shown in Section 2.2. The certificate must name Stetson University as an additional insured in regards to liability and the Facility User's event/function.

If Facility User does not possess general liability coverage, as a courtesy, SU will assist Facility User in obtaining a Temporary Tenant and User Liability Policy (TULIP policy) and the premium charge will be included in Schedule B use charges section below.

Check One:

Facility User has current liability coverage and will provide the Certificate of Insurance: No _____ Yes _____

If "No", contact Terry Gordon for TULIP premium cost quote - tgordon@stetson.edu or 386-822-7701.
(TULIP is a Temporary Event Liability Policy that covers the Facility User and Stetson.)

Other Details: (such as special requests, additional day labor or set up support, security/storage, parking/unloading/facility access, etc):

Tax Exempt: No _____ Yes _____

Facility Use Charge

(Please Use Attached Room Rate Sheet on Schedule 'C')

Facility Usage Charge: \$ _____ + Add'l Event Fees: \$ _____ (if applicable*)
(From Schedule C Rate Sheet)

+ 6.5% Sales Tax _____ (if NOT a Tax Exempt Organization) = \$ _____
(SubTotal)

TULIP Insurance/Temporary Event Liability Insurance Policy Cost (If applicable per above): \$ _____

Total Facility Usage Charge: \$ _____

(Check or Money Order only - Please make payable to "Stetson University, Inc." and Include copy of Tax Exempt Form if applicable). **Payment Terms: Facility Usage payments must be received at least two weeks prior to the start of event.** If payment is not received two weeks prior to event, SU reserves the right to cancel the reservation.

***See Additional Fees note on bottom of Schedule C/Page 6 and type of fees on Additional Fee Addendum.**

Schedule C – Facility Usage Rates & Fees

Large Rooms: # of Hours _____ or Days _____ x Rate _____ = \$ _____ Total

Daily Rate: \$500

Hourly Rate: \$75.00

- Edmunds Center
- Hollis Center Rinker Field House
- Lynn Business Center Rinker Auditorium

Medium-Large Rooms: # of Hours _____ or Days _____ x Rate _____ = \$ _____ Total

Daily Rate: \$300

Hourly Rate: \$50.00

- Stetson Room
- Lee Chapel/ Elizabeth Hall
- Lynn Business Center Boardroom
- Hand Art Center
- Hollis Center Pool Area or Reception Area

Medium Rooms: # of Hours _____ or Days _____ x Rate _____ = \$ _____ Total

Daily Rate: \$100

Hourly Rate: \$25.00

- Allen Hall Auditorium or Feasal Hall (in McMahan Hall)
- Hollis Center Exercise / Program Rooms or Partial Field House Use*

*(Determined by Hollis Staff- Unused portion of Field House must be accessible to Stetson students)

Small Areas/Rooms: # of Hours _____ or Days _____ x Rate _____ = \$ _____ Total

Daily Rate: \$40

Hourly Rate: \$10

- Various Classrooms or Small Conference Rooms not listed elsewhere
- Private Dining Room in CUB
- Night Lights Room in CUB
- Cummings Gym

Other Rooms/Outdoor Venues: # of Hours _____ or Days _____ x Rate _____ = \$ _____ Total

(Charge to be determined by Associate Vice President of Facilities Management depending upon usage and size of venue).

Additional Fees: \$ _____ for: _____ (TBD by Set-up Dept)

(See Additional Fees Addendum Attached or Invoice shall be sent by Set-up Department per special arrangements)

Note: Facilities Usage Charges shown above include room/area usage fee, normal set-up/tear-down costs with existing room furniture, basic post-event cleaning services, and utility costs. Additional charges may apply depending upon additional needs/requests, event size or type of activities as noted in the Additional Fees Addendum. Additional fees could include, but not limited to: extensive post-event cleaning fees, overtime/weekend labor, Public Safety services/parking arrangements or assistance, chair/table/tent rentals or special equipment & set-ups.

Food/Catering costs are billed separately by Chartwells Food Services.

ADDITIONAL FEES ADDENDUM

The following additional fees and services shall be implemented as determined by Stetson University depending upon the size of event/number of attendees, timeframe of event, type of event activities, or per special set-up requests/needs or equipment:

Additional Post-Event Cleaning Services: \$ _____

Public Safety Event Monitoring/Parking Arrangements: \$ _____

Damage Deposit: \$ _____

Overtime/Weekend Labor: \$ _____*

Special Set-Up Fees or Equipment: \$ _____*

* If special equipment or set-up arrangements were made with the Set-up Dept (Amy Ammon), and fees are not listed in this section, a separate invoice shall be submitted by the Set-up Department to the Facility User.

Please contact Amy Ammon at 386-822-8811 or aammon@stetson.edu for questions regarding special set-ups, equipment requests, related costs or changes.