Reinhardt University Facilities Use Policies and Procedures

All facilities at Reinhardt University are operated to support the academic, cultural and educational community of the University. The primary function of each building is to serve as a teaching, performing, service support, residential and/or faculty office facility.

BOOKING:

Request for use of facilities on the Reinhardt University campus for non-credit-related use and use by outside vendors must be scheduled through the Facilities Coordinator at Reinhardt University (770-720-5538). After a date is selected, the Coordinator will make room(s) assignments, equipment and other needs. Outside vendor use is subject to rental fees. Non-credit-related use by campus personnel may be subject to clean up fees.

Activities should be planned to increase/enhance the mission statement of Reinhardt University. A consultative group chaired by the Vice President of External Affairs may decide final determination for use.

Reinhardt University reserves the right to decline any request for use.

Priority use will be given to organizations as follows: (The calendar will determine all booking opportunities.)

Primary consideration for using University facilities is reserved for recognized academic/teaching functions and student organizations consistent with the mission of the University.

Secondary consideration for use will be given to those organizations whose activities are related to Reinhardt by special sponsorship or by administration/student/faculty/staff participation. Other uses will be scheduled with consideration for organizations whose activities are (a) culturally beneficial, (b) community-oriented, or (c) non-profit events. Consideration will then be given to civic and business organizations or for-profit activities deemed suitable.

Finally, consideration will be given to regional civic and business organizations with no local or Reinhardt ties.

Reinhardt University facilities are not available for partisan political events or outside fund-raising activities.

Confirmed dates, contracts and reservation forms will be sent to the Renter after request for dates has been secured. The information on the reservation form includes set up needs. All contracts should be completed and returned to the Facilities Coordinator no later than one month preceding the event. The rental fee or a deposit, if required, is due no later than one month prior to the scheduled event. Completed contracts and deposits not received on time allow rental dates to become null and void.

Renter will include access time for set-up/rehearsal and other related activities into contract.

GENERAL CONDITIONS

<u>Furniture and Equipment</u>: The use of any University equipment and furniture must be specified and approved by the Facilities Coordinator.

<u>Food and Beverage</u>: Food and beverages are only allowed by outside vendor under special circumstances. Metz Corp. has an exclusive contract to provide food/beverages for events. Non-Coca Cola beverages can not be sold, only served.

<u>Telephones</u>: Public Telephones are not available.

Alcohol: The use and possession of alcohol is not permitted on the Reinhardt University campus.

<u>Firearms</u>: The possession and use of firearms is not permitted on the Reinhardt University campus.

<u>Conflict with use/condition of Premises:</u> The Renter will not do, or permit to be done, anything in or upon any portion of the premises or bring anything therein which will in any way conflict with the conditions of any insurance policy upon any building. The Renter is asked to maintain the building in the condition existing at the beginning of the event or repair any damage to the premises, beyond normal wear and tear for which the Renter, its attendees or its contracted outside agents are responsible. Material may not be taped, pinned, nailed or tacked to walls or doors.

Birdseed, rice, glitter, confetti or similar materials may not be thrown or scattered anywhere in the buildings or on the grounds. Helium-filled balloons, fog and bubble machines, tiki torches and fireworks are prohibited. Flower petals may be scattered, but are required to be removed immediately following the event.

Smoking: Reinhardt University is a smoke-free campus.

<u>Parking</u>: Parking is located in designated areas. Parking is free. Reinhardt University Security Staff has the right to levy parking violations. Renter must provide officers for directing traffic. Handicapped Permit parking is available in designated areas.

<u>Handicapped Accessibility:</u> Wheelchair accessible entrances are available. Seeing-eye dogs are permitted in all buildings. Other animals and pets are not permitted in any Reinhardt University building.

<u>Locking/Unlocking</u>: Reinhardt Public Safety will be responsible for unlocking and locking the building. The emergency telephone number for Reinhardt Public Safety is (770) 720-5911. Should an event require security personnel on-site, the expense will be borne by the Renter.

Emergency Evacuation: In case of emergencies, the Office of Public Safety will direct evacuation.

Objectionable Persons: The University reserves the right to eject from the premises any objectionable persons; and neither the University nor any of its representatives shall be liable to the Renter for any damages that may be sustained by such action. The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness, disruptive behavior, and violation of building policy or laws that make the proper conducting of business difficult or impossible.

<u>Damages:</u> The Renter promises to pay for all damages to Reinhardt University property, equipment or furniture caused by the event's participants. Removal of Renter's set-up and all equipment and props at the designated time is required, so as not to interfere with the next activity. Reinhardt University reserves the right to require a damage deposit or to cancel an event, whenever, in its judgement an event contemplated herein may pose a danger to the building, people in and around buildings or any other property or equipment. This right is discretionary and will not be exercised unreasonably.

<u>Flammable Material:</u> No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations. Open flames in any area of the building are strictly prohibited, regardless of how they are fueled, unless approved in writing by the University and appropriate permits are obtained. Flameless candles with LED bulbs are good substitutes for open flame candles.

<u>Insurance</u>: **Liability Rental Insurance is required**. Renters are required to have insurance and submit to Reinhardt University a certificate of liability insurance at least 7 days prior to each event. The Renter must provide public liability insurance in the amount of not less than \$1,000,000.00 per occurrence with a general aggregate amount of \$2,000.000.00, naming Reinhardt University as the certificate holder. Insurance must cover all dates of usage. Special event insurance may be available through your insurance company, or you may use URMIA Tulip. To apply with URMIA Tulip, visit their website at https://tulip.ajgrms.com/. (Select the button "Quick Quotes"). After completing the application, a Certificate of Liability Insurance will be sent to Reinhardt University.

Access: In permitting the use of campus facilities, Reinhardt University does not relinquish the right for University personnel to enter the premises to be used, and all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities included the area subject to the Rental Contract, and all parking areas on the Reinhardt University campus shall be under the charge and control of Reinhardt University.

<u>Lost and Found:</u> Renter agrees not to hold the University responsible for lost or stolen items.

<u>Materials and Objects not owned by Reinhardt University</u>: The Renter agrees that all materials pertinent to each event, which are not the possession of Reinhardt University, will be removed from the premises before the expiration date of the Rental Contract. Reinhardt University shall be authorized to remove at the expense of the Renter all materials remaining in the rented space at the termination date of the Rental Contract. The Renter may be responsible for payment of storage costs for such material. Renter agrees that Reinhardt University shall in no way be responsible for loss, damage or claims against material removed or stored under this provision.

Cancellation: Should any matter or condition beyond the reasonable control of either party occur (such as, but not limited to, public emergency or calamity, strike, labor disturbance, fire, interruption of utility or transportation service, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any government restriction), then the event might be cancelled. In such event, the terms of this agreement shall not be extended and Reinhardt University shall not be obligated to provide facilities to the Renter for use at a later time. The Agreement may also be cancelled by the University immediately upon written notice delivered to the Renter upon breach of any terms or provisions of the Agreement. In the event of cancellation, the Renter shall be reimbursed the difference between the charges set forth in the contract and any and all actual expenses and charges incurred by the University to date of cancellation. In the event of cancellation, rental refunds shall be available at the point of purchase beginning the second business day after the cancelled event. The Renter will have no right of termination for the sole purpose of holding the event at another facility or in another city.

<u>Publicity Restrictions:</u> The Renter will only reference the attraction as being "at the (designated building) on the Reinhardt University campus" and in no way will imply that the attraction is a project of the University as a producer, presenter or co-sponsor. At no time shall the Renter identify the producing organization as a "resident company" of Reinhardt University unless approved by the Executive Staff. The University will not provide promotional services such as marketing, advertising, press releases, direct mail, program printing or any other promotional resources related thereto. Renter therefore accepts sole responsibility for promoting event.

<u>Permits and Licenses</u>: The Renter shall obtain all permits and licenses required by the laws, ordinance, rules and regulations needed for the performance and furnish satisfactory evidence of compliance.

Freight Shipment: Reinhardt University will accept no shipment of freight or other articles.

<u>Third Party Transfer</u>: The Renter may not transfer its engagement by sponsorship to a third party without the written approval of the University.

<u>Copyright Issues</u>: The University accepts no responsibility for copyright issues. The Renter is to assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporate in the event and to indemnify, save, hold harmless Reinhardt University against any and all suits, losses, damages and expenses incurred or sustained.

Indemnification Clause: The Renter shall indemnify, defend, save and hold harmless Reinhardt University from any liability, loss, expenses, including costs of defense and reasonable attorneys' fees, damages or claims resulting from: a) the violation of any laws, ordinances, rules or regulations of any government, or government agency, or the violation of private rights, including by way of illustration, infringement of any copyright, trade or service mark, right of privacy or any other constitutional, statutory or common law right of any person, corporation, company or other entity; b) the defamation, slander or libel of any person, corporation, company of other entity; c) any and all damage or destruction caused to any building, parking areas, other facilities, structures or the grounds of the campus, or d) the injury of any person or destruction of property belonging to any other persons; caused by, related to or arising out of the use, possession

and occupancy of the premises by the Renter, its employees, agents, guests and invitees, including members of the general public attracted by the activities of the Renter, and regardless of whether such liability, loss expense, damage or claim arises out of or is the result of misfeasance, malfeasance, negligence, gross negligence or intentional torts of Renter, its employees, agent, guests and invites, including members of the general public attracted by the activities of the Renter, excepting liability, loss, expense, damages or claims arising solely out of acts of gross negligence and intentional torts of Reinhardt University, its officers and employees.

<u>Terms and Conditions</u>: All terms and conditions of the written Rental Contract shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the Rental Contract. Such written document must be incorporated by specific references included in the Rental Contract as part of the rental agreement.

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Ву:			
Date:		 	
RENTAL PARTY			
Ву:			
Title			
Date:			

REINHARDT UNIVERSITY