

FACILITIES USE AGREEMENT

SOU Hannon Library 1250 Siskiyou Blvd • Ashland OR, 97520 541-552-6023 • <u>libraryevents@sou.edu</u>

Off-campus groups or individuals seeking to use Hannon Library facilities must complete and return this form (via post or email) at least 14 days in advance of the proposed date of usage. In addition, reservations cannot be guaranteed if the completed form, proof of insurance, and payment are not received a minimum of 14 days in advance of the requested date.

Name of Organization	:	
	□ Non-Profit (must provide documentation)	
	□ Private	
	☐ Government	
Authorized Represent	Mailing	
Address:	Phone:	
	Email:	
	ition	
	Start Time: End Time:	
	Start Time:End Time: □ Meese Room* (LIB 305 – maximum capacity: 102) □ Whiteboard Room (LIB 352 – capacity: 32)	
Requested Location:	Start Time:End Time: _ Meese Room* (LIB 305 – maximum capacity: 102) _ Whiteboard Room (LIB 352 – capacity: 32) _ Higgs Seminar Room (LIB 329 – capacity: 12)	

* If you have requested the Meese Room for your event, please select your requested setup: (Only the Meese Room has variable setups; all other rooms are available as-is)								
☐ Hollow square (12 rectangular tables, 36 chairs)								
☐ Lecture (102 chairs)								
☐ Classroom (20 rectangular tables, 60 chairs)								
☐ Banquet – small (6 round tables, 36 chairs)								
☐ Banquet – large (9 round tables, 54 chairs)								
Will your event require the use of the outdoor Meese Terrace? ☐ No ☐ Yes (The Meese Room Terrace is available April 15 th – October 15 th , weather permitting) 3. Food and Beverage Service								
All groups serving food on campus are required to use SOU Catering service. The organization or individual is responsible for making catering arrangements for food service by calling 541-552-8000 or emailing souadmin@aladdinfood.com .								
Please note that catering can provide linen service for banquet events, but it must be requested at the time of the order.								
Will food be served at your event? □ No □ Yes								
Will alcohol be served at your event? □ No □ Yes								
Name(s) of OLCC server(s):OLCC License #								

4. Technical Support

We encourage guests to test the equipment before their event. If problems occur during the event, assistance is available on the first floor of the Library at the Tech Help Desk.

5. Parking

There is no free parking on campus. Visitor parking meters are located in lots 1, 12, 29, 36, 37, and 41. These meters accept coins and credit/debit cards (Visa and Mastercard).

You are responsible for typing in your license plate correctly at the parking meter (make sure to include all letters as well). If you have a temporary license plate, use the number displayed on the temporary license plate as the license plate number. Failure to do so may result in a parking citation.

Once you enter your license plate at the meter and pay for the time, our License Plate Recognition System is updated to let us know that your license plate is valid to park in any metered parking lots (spaces with white dots) for the amount of time paid for. Printing out a receipt for your dashboard is optional.

The SOU Parking Map is available at:

https://inside.sou.edu/assets/security/images/SOU Parking Map 2017 1G.pdf

Please call 541-552-PARK or email parking@sou.edu with any additional questions in advance of your event.

6. Security

SOU's Office of Risk Management will determine if security is required for your event. The payment for security services shall be the responsibility of the organization or individual.

7. Proof of Insurance

All off-campus groups or individuals seeking the use of Hannon Library facilities must secure at their own expense and keep in effect during the term of this agreement comprehensive general liability insurance, including contractual liability, with the minimum limit of \$2,000,000.00 per occurrence. Events serving alcohol must include an additional liquor liability of \$2,000,000.00, for \$4,000,000.00 aggregate. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Southern Oregon University, a university with a governing board, and their officers, agents, and employees shall be included as additionally insured in said policy. The insurance policy must also cover all participants, staff, volunteers, and audience members at the proposed event.

SOU's Office of Risk Management may opt to decrease or increase the amount of required insurance based on the potential risk of the event.

8. Campus and Library Closures, etc.

No events may take place when the Library is closed. In the event that the SOU campus is closed or has a delayed opening due to inclement weather, emergency maintenance, or other unforeseen circumstance, any events scheduled at the Library during those times will be automatically canceled.

SOU and Hannon Library shall not be responsible for delays or failure to perform due to mechanical failure, any acts of God, strikes, or other causes beyond its reasonable control.

9. Terms

This completed agreement, once signed by all parties, constitutes the entirety of the agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed, as an addendum, by all parties. There are no understandings, agreements, or representations (oral or written) not specified herein regarding this agreement. The parties, by the signatures on this form by their authorized representatives, hereby acknowledge that each has read this agreement and agrees to be bound by its terms and conditions. This agreement supersedes and previous agreement between SOU and the facilities user.

10. Hold Harmless

The facilities user shall defend, indemnify, and hold harmless SOU, its officers, agents, and employees, from and against any and all claims, damages, costs, expenses, including reasonable attorneys' fees, losses, or liabilities, arising out of or in any way connected to this Facilities Use Agreement including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons.

This Facilities Use Agreement is governed and interpreted under the laws of the State of Oregon.

11. Agreement

All applicant's signatures below will indicate knowledge and willingness to abide by the following conditions. The applicant will:

- A) Identify a single point of contact who will coordinate event specific logistics with the Hannon Library scheduler.
- B) Abide by the rules outlined in the Hannon Library Facilities Usage Policy, which is included with this form.
- C) Submit proof of appropriate liability insurance protection (as outlined in 'Item 7: Proof of Insurance').
- D) Reimburse the University for any damages, theft, or vandalism to the building, surrounding university property, or equipment committed by participants, staff, volunteers, and/or audience members associated with the event.
- E) Provide all ushers and other event support personnel.
- F) Administer the sales of tickets to attendees.
- G) Enforce the maximum room capacity in the area of use (as outlined in 'Item 2: Event Information').
- H) Refrain from moving any furniture in the reserved room or surrounding area.
- I) Be responsible for general cleaning after each use. Failure to do so may result in additional fees.
- J) Ensure that hallway and exterior noise be kept to a minimum to prevent disrupting classes.
- K) Pay the facilities use fee in-full by a minimum of 14 days in advance of the event.

12. Rental Fee and Cancellations

The total	l rental f	fee for th	e use of the	e requested	l facilities	for the term	of this	agreement,	with	conditions
herein st	ated, wi	ill be \$								

Payment shall be made to Southern Oregon University Hannon Library and sent via post to the attention of Library Administration, Southern Oregon University Hannon Library at 1250 Siskiyou Boulevard, Ashland OR 97520.

The first \$75.00 of the total cost of each reservation is a non-refundable processing fee. This applies to all spaces and groups and does not go towards damages, fines, or service costs.

Cancellations may be made at a minimum of 5 business days before an event for a partial refund of the total amount, minus the \$75.00 processing fee. Cancellations made after this point will result in Hannon Library retraining 100% of the above-mentioned rental fee.

I, as an authorized representative of the requesting organization, have read, understand, and agree to abide by the terms and conditions of the Hannon Library Facilities Use Agreement and Facilities Usage

13. Signatures

SOU Contracts Administrative Officer / Risk Manager

Policy. I understand that I may not assign or in any way transfer rights unother parties.	nder this agreement to any
Name	Date
We, as representatives of Hannon Library and SOU, approve this reques	t.
Hannon Library University Librarian	Date

Date



FACILITIES USAGE POLICY

Effective July 2022

The Hannon Library facilities are to be used in a manner consistent with their intended purpose. Facilities must be used in a lawful, safe, and respectful manner. Failure to comply with the requirements set forth in the following procedures may lead to the cancellation of the event, space limitations, or the loss of the privilege to use Hannon Library facilities and surrounding property. Other penalties may be considered and/or assessed as appropriate.

Users will be held responsible for damage to Hannon Library facilities, equipment, property, etc.

Hannon Library reserves the right to deny, restrict, limit, cancel, or postpone any functions.

The following assumptions guide the booking of rooms in the Hannon Library:

- 1. Off-campus groups may reserve space up to 3 months in advance of an event.
- 2. Events will only be scheduled during open Library hours.
- 3. The use of Library rooms and/or resources is contingent upon their availability.
- 4. SOU internal offices and campus entities shall be given priority consideration for the use of Library rooms and/or resources.
- 5. Facilities are not available to organizations whose activities illegally discriminate on the basis of race, sex, sexual orientation, gender expression, religion, national origin, age, veteran status, marital status, or disability.

Procedures

All requests and reservations for the use of the Hannon Library must be submitted to the Hannon Library scheduler at libraryevents@sou.edu.

Organizations or individuals seeking to use Library facilities must complete the Hannon Library Faculties Use Agreement in its entirety. If any portion of the packet is missing, the application will be considered incomplete and will be returned to the requester.

A complete application packet consists of:

- a) A Hannon Library Facilities Use agreement
- b) Proof of insurance
- c) Proof of Non-Profit Status 501(c)3, if applicable
- d) Payment in-full for the cost of the room rental by a minimum of 14 days in advance of the event.

Facilities must be officially reserved and completely through the approval process prior to the start of the event.

Regulations

- 1. Use of facilities shall be authorized by a written agreement between Hannon Library and the organization or individual that has requested the use of the facility, hereafter identified as "the User". The agreement shall outline the title of the event, event date and time, number of attendees, and costs associated with using the facility.
- 2. The User agrees to comply with all SOU regulations, federal, state, and local laws. These regulations, ordinances, and laws are to be adhered to by the User and all participants, staff, volunteers, and audience members present at the event.
- 3. The User understands that Southern Oregon University or other users may conduct other activities in or around the Library during the reserved time period.
- 4. Facilities occupied by the organization or individual shall at all times be under the control of the University, and all personnel from the University shall have the right to enter facilities on official University business at any time when necessary.
- 5. Facilities may not be used in any manner to imply the University endorses an ethnic, political, sectarian, or religious position.
- 6. Facilities may not be used for political campaigning by or for candidates running for public office or for ballot measures unless the format it pre-approved and all candidates or issues are presented in a fair and impartial manner. Fundraising for political reasons is not allowed.
- 7. All promotional and informational material including display and classified advertisements, press releases, media announcements, flyers, programs, brochures, program tickets, etc., must not contain the name of SOU or Hannon Library in such a way as to suggest co-sponsorship of any event.
- 8. Advertising, associated contracts, and other irreversible pledges must not begin until after the Facilities Use Agreement is approved by SOU and Hannon Library. Any violation of University regulations, including this directive, shall be sufficient cause for cancellation and/or limitation of the event.
- 9. Hannon Library will not guarantee numbers, audience, or participants.
- 10. Special setups are available for the Meese Room only. Restrictions to comply with fire codes are non-negotiable. Users are asked not to move any furniture in the reserved room or surrounding area.
- 11. The User shall relinquish the facilities in good condition with no more than reasonable wear to be expected to take place in normal use during the event. The User shall be responsible for general cleaning after each rental. Failure to do so may result in additional fees.
- 12. Confetti, glass, open flame (candles, pyrotechnics, grills, etc.), fog machines, and/or helium filled balloons may not be used on the premises. Tape, stickers, paint, and/or markers may not be applied to the flooring or walls.
- 13. Smoking is prohibited while inside Hannon Library and within 25 feet of any entrance.
- 14. Hannon Library is not responsible for injury, damage, theft, or loss of property to the User or any member of their group.
- 15. Should SOU's Office of Risk Management determine that security is required for the event, payment for security services shall be the responsibility of the organization or individual. The Office of Risk Management will determine the type, qualifications, and number of security officers required and paid for by the User.

- 16. All off-campus groups or individuals seeking the use of Hannon Library facilities must secure at their own expense and keep in effect during the term of this agreement comprehensive general liability insurance, including contractual liability, with the minimum limit of \$2,000,000.00 per occurrence. Events serving alcohol must include an additional liquor liability of \$2,000,000.00, for \$4,000,000.00 aggregate. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Southern Oregon University, a university with a governing board, and their officers, agents, and employees shall be included as additionally insured in said policy. The insurance policy must also cover all participants, staff, volunteers, and audience members at the proposed event. SOU's Office of Risk Management may opt to decrease or increase the amount of required insurance based on the potential risk of the event.
- 17. The User must pay the facilities use fee in-full by a minimum of 14 days in advance of the event. The first \$75.00 of the total cost of each reservation is a non-refundable processing fee. This applies to all spaces and groups and does not go towards damages, fines, or service costs.
- 18. Cancellations may be made at a minimum of 5 business days before an event for a partial refund of the total amount, minus the \$75.00 processing fee. Cancellations made after this point will result in Hannon Library retraining 100% of the rental fee.
- 19. If the required fee is not paid when due, or if during the event the User should violate any of the terms of the agreement, Hannon Library may deny, restrict, limit, cancel, or postpone space utilization for the event and retain all sums received prior to termination of the agreement. Users with delinquent accounts may be denied use of Hannon Library facilities in the future and subjected to state collection procedures.
- 20. The User will reimburse the University for any damages, theft, or vandalism to the building, surrounding university property, or equipment committed by participants, staff, volunteers, and/or audience members associated with the event. Repairs not considered routine maintenance and deemed necessary by the University must meet state law and OSHA requirements.
- 21. Hannon Library's Tech Help desk can assist with troubleshooting technical issues of our own equipment, but may not have knowledge of any additional AV equipment brought in by the user. We encourage guests to test all equipment prior to their event.
- 22. All groups serving food on campus are required to use SOU Catering service. The User may arrange for food service by calling 541-552-8000 or emailing souadmin@aladdinfood.com.
- 23. Alcoholic beverages are only permitted in certain areas of Hannon Library. If it is the intent of the User to serve alcohol at their event, an <u>OLCC Request Form</u> must be submitted to SOU a minimum of 14 days prior to the event.
- 24. Hannon Library staff will not hold or otherwise reserve parking spaces for the event. There is no free parking on campus and space is limited during normal business hours. For more information on SOU parking, please call 541-552-PARK or email parking@sou.edu in advance of your event.
- 25. In the event that the SOU campus is closed or has a delayed opening due to inclement weather, emergency maintenance, or other unforeseen circumstance, any events scheduled at the Library during those times will automatically be canceled. SOU and Hannon Library shall not be responsible for delays or failure to perform due to mechanical failure, any acts of God, strikes, or other causes beyond its reasonable control.

- 26. If, prior to the date of usage, facilities or equipment is destroyed or damaged by some casualty or become unusable due to situations beyond the control of Hannon Library, then we may elect to terminate the agreement with the User, return the rental fee minus the \$75.00 processing fee, and have no further obligation.
- 27. The User may not assign or in any way transfer rights under the Facilities Use Agreement to any other parties. Nothing in this agreement shall imply any partnership, joint venture, or other association between the User and Hannon Library and/or SOU.
- 28. The User shall defend, indemnify, and hold harmless SOU, its officers, agents, and employees, from and against any and all claims, damages, costs, expenses, including reasonable attorneys' fees, losses, or liabilities, arising out of or in any way connected to this Facilities Use Agreement including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons.