

DATE

CLIENT
ORGANIZATION
STREET ADDRESS
CITY/STATE/ZIP

Dear Mr. OR Ms.:

We are pleased you will be using the David L. Boren Student Union (“DLBSU”) at the University of Oklahoma Health Sciences Center for upcoming events.

Attached please find a copy of our Annual Facilities Use Agreement for Events Not Sponsored by the University (“Agreement”).

Please take a few minutes to read over this Agreement, initial the appropriate paragraphs on pages 2 and 3 in regards to Food and Beverages, Alcoholic Beverages, Solicitations, and the Tobacco Free Policy. There are a total of four (4) places to be initialed.

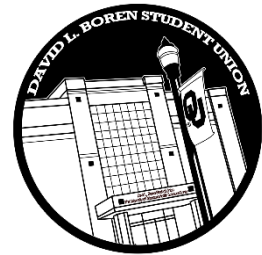
After reading and initialing where indicated, please sign and date the last page. This Agreement should be returned to the DLBSU no later than three (3) business days prior to the start of your event. If requested, proof of insurance should also be returned at this time.

If you have any questions, please contact the David L. Boren Student Union team at union@ouhsc.edu or (405) 271-3606.

Sincerely



Joseph Schmidt
Coordinator of Operations
David L. Boren Student Union
HSC Student Affairs



Board of Regents of the University of Oklahoma Health Sciences Center

**David L. Boren Student Union
Agreement for Use of Facilities
for Events Not Sponsored by the University**

INDIVIDUAL OR ORGANIZATION: _____ (“USER”)

BILLING ADDRESS: _____

PHONE: _____ E-MAIL: _____

CONTACT PERSON: _____

EXPECTED ATTENDANCE: _____

DATES OF AGREEMENT: Beginning Date: January 1, 2018

Ending Date: December 31, 2018

General: The Board of Regents of the University of Oklahoma (“OU”) maintains the right to place reasonable time, place, and manner restrictions on facility use granted under this Agreement. The User agrees that he/she understands and agrees to the conditions of the University of Oklahoma Health Sciences Center *Procedures For the Use of University Facilities for Events Not Sponsored by the University (“Others”)*, which is incorporated herein by reference and can be found at <http://www.ouhsc.edu/policy/>.

Failure to pay all assessed fees and costs: mistreatment of persons or property: or the violations of any federal, state or local law or OU policy or procedure will constitute justification for denial of future requests from the same organization, group, or individual(s).

Fees and Costs: Proof of comprehensive general liability insurance, if requested by the DLBSU Facility Coordinator upon booking, will be required no later than three (3) business days prior to start of event. All costs and fees will be billed to the User within thirty (30) days following the use of the facility.

DLBSU Booking Policy: All reservations are subject to space, time and staff availability. All reservations are subject to cancellation at the discretion of the conference center staff due to any unforeseen circumstances, including but not limited to weather-related events.

Tentative Booking and Cancellation:

- The DLBU will tentatively reserve an available space to give the client an opportunity to confirm additional event details.
- If, prior to confirming the reservations, a second inquiry for a specific space and time is made, the DLBSU will notify the first client, giving them an opportunity to either confirm the booking or release the date.

Confirmed Booking and Cancellations:

- A firm room reservation can be placed on the events calendar within one-hundred-eighty (180) days of the requested date.

Event Times: Normal event times will take place within the DLBSU’s operating hours, unless otherwise approved by the facility coordinator and OUHSC Police Department. OUHSC expressly reserves the right to require that any event end at an earlier time or be rescheduled, given considerations of safety, crowd control, weather, noise, and potential disruption of favorable community relationships. *If an event is approved to take place at a time outside DLBSU operating hours, a personnel fee of \$50 per hour will be charged.*

Noise: Levels of sound during the event from amplification equipment or the like shall not exceed noise levels specified by the City of Oklahoma City codes. Any use of sound amplification will be monitored by OUHSC Police Department. Responsible officials of OUHSC have the right to require that amplifications systems be turned down, or off entirely, whenever it is determined that sound levels exceed specified levels, or whenever it is determined the event is disturbing or disruptive to surrounding neighbors or to other activities that may be taking place elsewhere on campus or in the community.

Safety: OUHSC Police Department is authorized to immediately cancel any campus event if, in its judgment, an unacceptable level or risk of harm or disturbance, damage, or injury to any facilities, property, participants, or spectators has been reached, at which point fees and/or deposits are forfeited.

Food and Beverages:

The DLBSU grants HSC Food Services right of first refusal for events held in its facility. Any arrangement to provide outside food or beverage must be approved by HSC Food Services at least three (3) business days prior to the event. This includes food or beverage from outside caterers, potluck items, or any product from non-HSC Food Services restaurants. HSC Food Services can be contacted at (405) 271-1532 or university-catering@ouhsc.edu. Whenever permission is granted, the User shall obtain a temporary food permit or use a licensed caterer as required by the State Health Department and the Oklahoma City codes. It is the User’s responsibility to ensure all food and beverage items provided by outside caterers are disposed of properly, and excess trash removed from the facility.

Permission Granted? _____ Parties’ initials: _____

No Alcoholic Beverages of any type shall be possessed or consumed by individuals in any OUHSC facility, unless such has been approved by and coordinated with the Vice President for Student Affairs and OUHSC Police Department. The serving of alcoholic beverages shall be limited to wine and 3.2 percent alcohol beer, and shall be done by a licensed caterer only. The licensed caterer shall be responsible for checking IDs, and shall furnish proof of liability insurance (\$1,000,000 combined single limit (cs) Comprehensive General Liability Insurance Policy with the Board of Regents of the University of Oklahoma as Certificate Holder) for its operations to the facility coordinator at least 5 business days prior to the event. *OUHSC may revoke the permission to serve alcohol if the proof of insurance is not received within the designated time.*

Permission granted? _____ Parties’ initials: _____

Fire Prevention & Safety: Fire prevention and safety concerns are important issues that must be addressed by the facility coordinator prior to and during the use of facilities. The OUHSC Fire Marshal's Office enforces the State adopted fire and life safety codes. These codes specifically address special events and assemblies to include regulations concerning the means of egress, number of occupants at an event, types of decorations permitted, proper use and storage of compressed gases, and other potential fire hazards. These rules and regulations shall be followed during the use of facilities. Information on these codes may be obtained from the OUHSC Fire Marshal's Office at 271-5522 ext. 5. Activities involving the use or storage of hazardous chemicals or other possible environmental hazards must be approved by the Environmental Health & Safety Office at 271-3000 prior to the event.

Solicitations: Unsolicited sales door-to-door or office-to-office by groups or individuals is not allowed. Permission for solicitation of any kind must be obtained in writing from the facility coordinator. For questions, please contact Legal Counsel at 271-2033.

Permission granted? NO Parties' initials:

Media Policy: The DLBSU does not guarantee the operation of User-provided external media or files on its audio/visual systems. The DLBSU utilizes desktop PCs equipped with the Windows 7 or Windows 10 operating system, and Microsoft Office software suite, suitable for typical presentation needs. No additional software may be downloaded without prior approval from the Facility Coordinator. Users should abide by the OUHSC Information Technology *Acceptable Use of Information Systems Policy*.

Site: The User agrees to protect all property in the facility, to clean the facility within the designated time period and to the satisfaction of the facility coordinator, and to dispose of trash in the designated area following the event. Facility property includes, but is not limited to, interior and exterior furnishings and structure, walls, floors, equipment, tables, and chairs. Decorations may require prior approval from the Facility Coordinator. Decorations should be free-standing, and must be in accordance with the State adopted fire and life safety codes. Adhesives *of any kind*, nails, tacks, staples, crepe paper, tissue paper, glitter, confetti, and candles or open flame devices are strictly prohibited. The User also agrees to keep all individuals in the designated areas, to be agreed upon in advance with the facility coordinator.

Tobacco Free Policy: The User agrees to comply with OUHSC's **Tobacco Free Policy**. Parties' initials:

Inspection of Site/Insurance: Unannounced inspection – At the discretion of the facility manager, the OUHSC Fire Marshal's Office, and/or OUHSC Police Department, an OUHSC employee may make an unannounced inspection of the facility during its use to monitor compliance with the terms of this Agreement.

If the Facility Coordinator requires insurance, the User shall provide a \$1,000,000 combination single limit (cs) Comprehensive General Liability Insurance Policy and name the Board of Regents of the University of Oklahoma as Certificate Holder on the policy. The facility coordinator shall attach the Certificate of Insurance as proof of insurance to the signed Agreement.

Indemnification and Hold Harmless: The privilege of using OU facilities shall be conditioned on the assumption of full responsibility and risk by the User. All Users agree to release and hold harmless

the Board of Regents of the University of Oklahoma, its representatives, agents, servants, and employees from liability for and damage to their property contained in, on and/or over the premises resulting from any cause whatsoever, excepting only such injury or damage that results from the willful acts of the Board of Regents of the University of Oklahoma, its representatives, agents, servants, and employees. It is further agreed that as an express condition of this use, the University of Oklahoma shall be free from all liabilities and claims for damage, and from all suits therefor, by reason of an injury to any person or to any property of any kind whatsoever, whether to the person or property of the User of the person or property of its agents or employees, or to third persons or to their property, from any cause whatsoever while any of said persons or property is in, upon or over said premises or any part thereof or for any such injury to any person or property aforesaid occasioned by a use of said premises or any activity carried on by the User in connection therewith, and the User hereby covenants and agrees that the User will indemnify and hold harmless the University of Oklahoma from all liabilities, charges, expenses (including counsel fees) and costs on account of or by any such injuries, liabilities, claims, suits, or losses however occurring, or by reason of damages growing out of the same. The exercise of the privilege of use shall constitute an acknowledgement that the University of Oklahoma maintained said facilities in a governmental capacity.

Agreed and Accepted:

Signed: _____ (“User”) Date: _____

Authorized Representative of: _____

Prepared By: _____ Date: _____
David L. Boren Student Union Coordinator of Operations

Approved By: _____ Date: _____
Board of Regents of the University of Oklahoma Health Sciences Center