

## **Concordia College Facilities Use Agreement**

The undersigned user ("User") agrees to use the facilities of Concordia College as specified in the event Confirmation (the "Facilities"), subject to the terms and conditions as stated in this Facilities Use Agreement. The event Confirmation executed by User and Concordia College shall be a part of this Agreement and provide further details of the use of the Facilities by User.

**Permission to Use.** Concordia College hereby gives User permission to use the Facilities during the time periods specified in the event Confirmation. User is permitted to enter upon the premises of Concordia College only during the times specified in the event Confirmation, and at no other times. User may use only those specified Facilities, and no other facilities of Concordia College, during the permitted times. User shall vacate the Facilities upon the expiration of the designed times.

**No Guarantee of Room.** Concordia College agrees to provide a space for User's event and will attempt to honor User's request for a specific location. However, no specific room is guaranteed for use by User. Concordia College reserves the right to select room assignments that best meet the needs of all guests and users, and Concordia College.

**Purpose and Restrictions.** User may not use the Facilities for any purpose other than the event specified in the Confirmation. User shall not use the Facilities for any unlawful purpose nor for any purpose inconsistent with the purposes of Concordia College. User shall not use the Facilities in any way which would constitute a nuisance, shall not damage or waste the Facilities in any way, and shall not obligate Concordia College in any way. Smoking is prohibited in the Facilities and in any other campus buildings. The use of the Facilities is subject to all policies and regulations of Concordia College.

**Payment of Fee.** User agrees to pay Concordia College all fees for the use of the Facilities as stated in the event Confirmation. Payment is due upon receipt of an invoice. User agrees to pay interest, late fees, collection costs, and attorneys' fees if the invoice is not paid upon receipt. Concordia College may require a deposit in its discretion.

**Cancellation.** User may cancel its use of the Facilities only upon written notice to Concordia College delivered at least \_\_\_\_ days prior to the scheduled date of the event. The notice must be directed to the attention of the Event Coordinator specified on the Confirmation. User shall remain responsible for any costs actually incurred by Concordia College prior to the notice of cancellation. If timely notice of cancellation is not received by Concordia College, then Concordia College reserves the right to bill User in full for the fees specified in the Confirmation.

**Furnishing or Serving Food or Beverages.** The User shall not furnish or serve food or beverages to anyone on Concordia College property. However, if User wishes to have food or beverage service for the event, User may use the catering services provided by Concordia College. In no circumstances shall alcoholic beverages be furnished or served for the event. Concordia College catering must be contracted separately for any food orders. No other third party food service or caterer may be used for the event without the authorization of Concordia College.

**Damage to Facilities.** User agrees to keep the Facilities in good use and condition during the time of use by User. User shall be responsible for the cost of repairing any damage to the Facilities caused by User and any of User's guests, invitees, employees and agents. User shall not make any alteration to the physical premises of the Facilities.

**Liability Insurance.** User shall maintain liability insurance to a combined single limit of \$1,000,000 per occurrence with \$2,000,000 in aggregate coverage, or other such amounts as may be determined by Concordia College from time to time, with Concordia College named as an additional insured for the purpose of the event. Prior to the event date, User shall deliver to Concordia College a certificate evidencing such coverage. User may obtain insurance coverage for the event through the following website: [www.eiaa.org](http://www.eiaa.org), which will satisfy the insurance requirements of this Agreement.

**Assumption of Risk.** User and all of User's guests, invitees, employees and agents shall assume all risks of use of the Facilities.

**Indemnification.** User shall indemnify, defend and hold harmless Concordia College, its officers, employees, and agents, from any and all claims, actions, demands, injuries, expenses, attorneys' fees and liabilities of any kind arising out of User's use of the Facilities, or the acts of User, its employees, agents, guests and invitees. Concordia College will indemnify, defend and hold harmless User from and against any claims, actions, and liabilities arising out of the negligent acts of Concordia College, its employees, agents, clients, with respect to the Facilities.

**No Liability.** User, for itself and all of its employees, agents, guests and invitees, and for all persons who may come upon the Facilities or adjoining areas and grounds during User's use of the Facilities, hereby agrees that Concordia College shall not be liable in any way for any matter, cause, action or omission with respect to the Facilities or the adjoining areas and grounds or with respect to User's use of the Facilities. User agrees that Concordia College is hereby released and discharged of any and all liability of any kind with respect to the use of the Facilities, except where such liability is caused by the negligence of Concordia College or its employees.

**No Lease.** User's use of the Facilities shall not constitute a tenancy of any kind. This Agreement is not a lease.

**No Assignment.** This Agreement is personal to the User and may not be assigned by User in whole or in part.

**Relationship between Concordia College and User.** Concordia College and User are not partners, joint venturers, principals, agents or otherwise related in any way.

**USER ACNOWLEDGLES THAT USER HAS READ THE ABOVE TERMS AND CONDITIONS AND AGREES TO BE BOUND THEREBY. THIS DOCUMENT WILL BE LEGALLY BINDING WHEN EXECUTED.**

User: \_\_\_\_\_ Date: \_\_\_\_\_

Concordia College: \_\_\_\_\_ Date: \_\_\_\_\_