

THIS AGREEMENT (the "Agreement"), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between ASHLAND UNIVERSITY (the Provider, "AU"), and \_\_\_\_\_ (the "Client," and collectively, the "Parties"). The Agreement permits Client to use the Space set forth below only on the Event Date, during the hours specified below. The parties agree to the following terms:

**1. Space Rental.** The Clients represent that they wish to hold \_\_\_\_\_ (the Event") in the rental of the following location(s) (the "Space"):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Upper Convocation | <input type="checkbox"/> Trustees Room         | <input type="checkbox"/> President's Dining Room |
| <input type="checkbox"/> Alumni Room       | <input type="checkbox"/> Faculty/Trustees Room | <input type="checkbox"/> Accent Room             |
| <input type="checkbox"/> Faculty Room      | <input type="checkbox"/> Heritage Room         | <input type="checkbox"/> Other _____             |

Summer Months (Mid-May through Mid-August) & Limited Availability Dates Rental Only

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Jack & Deb Miller Chapel | <input type="checkbox"/> Redwood Hall |
|---|---------------------------------------|

**2. Event Date and Time.** The Event shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Event Date"), between the hours of \_\_\_\_:\_\_\_\_ m and \_\_\_\_:\_\_\_\_ m. Client shall not have access to the Space at any time other than during these hours on the Event Date, unless Client receives prior written permission from AU. The Space may be rented in 5 hours increments (hereinafter, "Usage Term"). **ALL EVENTS MUST END NO LATER THAN 12:00 MIDNIGHT. ALL VENDORS SECURED BY CLIENT SHALL VACATE BY 12:30 A.M. or ½ hour following the end of the secured rental time.**

**3. Rental Fees.** Banquet rooms are available at no charge only if food and beverage are being provided by AU. If solely using the facilities, less food and beverage, Client shall pay to AU a total fee of \$\_\_\_\_\_ (the "Rental Fee") for the use of the Space, as determined in accordance with the fee terms below:

Location	Daily Rate	CAPACITY		
		Theatre	Dinner	Classroom
Upper Convocation	\$1500	2000	1000	500
Alumni Room	\$750	1000	500	300
Faculty Room	\$350	200	100	100
Trustees Room	\$350	200	100	100
Faculty/Trustees Room	\$750	700	320	320
Heritage Room	\$150	160	100	80
Redwood Hall	\$750	700	250	400
President's Dining Room	\$150	20	***	***
Accent Room	\$350	100	***	***
Jack & Deb Miller Chapel	\$500	650	***	***

**4. Audio Visual Equipment Usage**

For all off-campus groups requiring the use of any of the following, a \$25 AV usage fee will apply per day of usage. The following items are subjected to the \$25 daily fee. AV items are subject to availability if not reserved with advance notice.

**Audio Visual Equipment Usage** \_\_\_\_\_ Yes \_\_\_\_\_ No

- Laptop (Quantity: \_\_\_\_\_)     Projector     Projector Screen  
 Conference Phone     Conference Bridge     Microphone  
 Remote Presentation Clicker     Other \_\_\_\_\_

**Total Estimated AV Usage Fee:** \_\_\_\_\_

**Notes regarding AV Use:**

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**5. Parking Arrangements and Services**

Parking is available throughout campus, though may not be directly next to your reserved event space. The Client, and any guest(s) of the client, are expected to obey all parking signs and notices, including handicap and reserved spaces, and closed lots. Limited parking may be available when the Client’s event coincides with other campus events. Parking lots will not be reserved or closed for events unless otherwise noted.

**6. Deposit.** The Client agrees to pay a non-refundable deposit of \$500 (the “Deposit”), which serves to hold the Space for specified date of the Event and is payable at the time of contract signature. If the initial proposal is less than five hundred (\$500), the Client agrees to pay a non-refundable deposit equaling to fifty (50%) percent of the proposal. Client shall have no obligations under this Agreement until the Deposit is paid in full. This deposit will be applied against the final invoice.

**7. Payment Schedule.** The payment schedule for events with AU is as follows:

Payment Schedule	Deposit	90 days prior to Event Date	60 days prior to Event Date	30 days prior to Event Date	Final Payment
Date	Due at the signing of the Agreement				Due within 10 days from the date of the post-event invoice.
Amount	\$500 or 50% if proposal is less than \$500	Deposit to equal 50% of initial proposal	Deposit to equal 75% of initial proposal	Deposit to equal 90% of final proposal	Remaining balance of final invoice

**8. Final Payment.** A service charge of twelve percent (12%) and applicable sales tax will be added to all food and beverage contracts. All balances are due in full within ten (10) days from the date of the post-event invoice.

- (a) Payments may be made via Cash Delivery, Certified Check, and all major credit cards (Visa, MasterCard, Discover, and American Express.
- (b) Checks are to made payable to “Ashland University.”
- (c) Payments made by check to Ashland University that are not honored by the bank will incur a returned check fee of \$65.

Payments overdue by 30 days will be subject to a 1.5% late fee. The account will be charged an additional 1.5% late fee for each month past that until the balance is paid in full.

#### **9. Guarantees and Menu Selections.**

**(a) Menu Selection** Details of menu selections must be confirmed six (6) weeks in advance of your function. To ensure the highest quality of cuisine and service, we request the Client to provide an exact count for each entrée and the place setting indicator for each entrée selection.

**(b) Special Menu Requests.** We can accommodate special dietary needs given a seven (7) day advance notice.

**(c) Guarantees.** A final guaranteed number of guests is required seven (7) business days prior to the date of your event.

**(d)** After this date of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, if a final guaranteed number was not provided to AU, you will be charged 100% of your estimated count of \_\_\_\_\_ or the actual count if higher.

**10. Alcohol Use.** All alcohol must be purchased through AU. Under no circumstances will outside alcohol be allowed to be brought into the Space pursuant to Ohio Revised Code 4301.

(a) BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Client agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Client shall monitor all service, if any, of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the Space and that such liability shall extend to any aspect regarding the consumption of alcohol.

(b) AU may ask guests for identification to verify age. AU reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Space.

(c) All alcohol must be served by a AU bartender and consumed INSIDE the Space. No alcohol is permitted anywhere outside of the main building. This includes outside the front door, the parking lots, and adjoining patio areas.

(d) If alcohol is served, Security is required for the duration of the event. The fee of an Ashland Police Officer will be added to the final invoice (the current fee is \$400.00, but is subject to change). This service is non-negotiable.

(e) Client shall indemnify and hold Ashland University harmless from all liability for all use of alcohol.

(f) Pursuant to Ohio Revised Code 4301, alcohol may not be purchased on credit; therefore, the portion of the catering bill relative to alcohol sales must be settled thirty (30) days prior to the Event.

**11. Cancellations.** Any cancellations by Client will result in forfeiture of the Deposit, and depending upon the time of the cancellation may also result in payment of agreed food and beverage costs. If Client cancels the reservation for the Event within seven (7) days of the Event, Client will be invoiced for 100% of the agreed Event cost.

**12. Changes.** Client further understands that last minute changes can impact the quality of the event and that the AU is not responsible for these compromises in quality.

**(a) Menu and Guest Count Changes.** Changes to approved items seven (7) days or less prior to the scheduled event shall be subject to additional vendor charges, plus an additional charge of 25% of the Rental Fee to accommodate the late charges. Such changes would include, but are not limited to, linen colors or styles, menus and entertainment. If attendance exceeds the predetermined estimate, charges will be incurred for the additional guests and added to the final invoice. Under no circumstances can the guest count exceed maximum capacity authorized for the Space.

**(b) Date Changes.** In the event the Client is forced to change the date of the Event, every effort will be made by AU to transfer reservations to support the new date. The Client agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Client.

**(c) Room Changes.** AU reserves the right to change the Client's assigned room, dependent on final guest counts.

**13. Unforeseen Events.** The Client cannot hold Ashland University responsible for failure to provide the Space and contracted services due to emergencies, catastrophes or interruptions of public utilities. In the event the Space or any part thereof is damaged or destroyed by fire, acts of God, or other conditions beyond the reasonable control of the AU which render fulfillment of Agreement impossible, then Agreement shall terminate, and the AU shall pay the Client the Deposit. The return of the Deposit shall be the Client's sole and exclusive remedy for the termination of this Agreement, and the Client hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

**14. Condition of Premises.** AU shall make sure that the Space conforms to the following specifications by the Event Date: \_\_\_\_\_

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Aside from the specifications set forth above, the Space shall be provided as-is, and AU makes no warranty to Client regarding the suitability of the Space for Client's intended use.

**15. Theft and Property Damages.** AU is not responsible for the loss or damage of any personal property of the Client or any of the attendees, as well as any items contracted for by the Client (i.e. audio visual, flora, decorations, etc.) Any theft and/or property damage of property owned by AU, guests, attendees, employees, independent contractors or other agents of the Client, is the responsibility of the Client.

**16. General Provisions.** The following list of rules and regulations are to be upheld by Clients, which includes all event planners/coordinators and vendors involved in the planning and execution of the Event on the premises of an Ashland University venue.

1. **Décor.** The use of glitter, confetti, duct tape, tacks, and nails are not permitted.
2. **Smoking Prohibited.** The John C. Myers Convocation Center and Redwood Hall are non-smoking facilities. Outdoor smoking areas are designated as 50 feet from the building.
3. **Clean-Up.** All events should end no later than 12:00 midnight. All Vendors secured by Client shall vacate by 12:30 A.M. or ½ hour following the end of the secured rental time. All items brought into the Space by the Client should be removed within ½ hour following the end of the rental time or an additional fee of \$150 will be incurred.
4. **Outside Food and Beverages.** No outside food or beverage may be brought into the Space without written permission.
5. **Extra Food and Beverages.** No food or beverages, including alcohol, may not be removed from the John C. Myers Convocation Center or Redwood Hall, unused or otherwise.
6. **Parking.** Parking is available at no cost directly in front of the John C. Myers Convocation Center. In the event of a HOME Ashland University Football Game, a parking fee may be required of your guests unless prior arrangements have been made for parking passes through AU at an additional fee.

**17. Indemnification.** THE CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ASHLAND UNIVERSITY AND ITS OFFICERS, BOARD MEMBERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES, DAMAGES, EXPENSES, COSTS, AND FEES, ARISING FROM ANY DEATH OF OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER: (i) OCCURRING IN RELATION TO THE SPACE RENTAL DURING CLIENT'S USE OR OCCUPANCY OF PREMISES; (ii) ARISING FROM ANY

VIOLATION OF ANY PROVISION OF THIS AGREEMENT OR ANY DEFAULT OF ANY OBLIGATION OF CLIENT UNDER TERMS OF THIS AGREEMENT; OR (iii) ARISING FROM ANY ACT OR NEGLIGENCE OF CLIENT, ITS AGENTS, CONTRACTORS, EMPLOYEES OR GUESTS. CLIENT SHALL PAY ALL COSTS, ATTORNEYS' FEES, EXPENSES AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIM AND ANY ACTION OR PROCEEDING BROUGHT. IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST ONE OR MORE OF THE INDEMNITIES BY REASON OF ANY SUCH CLAIM, UPON NOTICE FROM AU, CLIENT SHALL DEFEND THE SAME AT CLIENT'S EXPENSE BY COUNSEL SATISFACTORY TO ASHLAND UNIVERSITY. CLIENT'S INDEMNITY OBLIGATIONS SET FORTH ABOVE WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE APPLICABLE INDEMNITEE, **EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ORDINARY NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES**, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNITEES.

**18. Severability Clause.** The invalidity, in whole or in part, of any term of this agreement does not affect the validity of the remainder of the agreement.

**19. Choice of Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of Ohio, without regard to its conflict of laws principles. The venue for any cause of action related to this Agreement shall be the applicable court with jurisdiction for the claim located in Ashland County, Ohio.

**20. Entire Agreement.** This Agreement sets forth the entire agreement between AU and Client with respect to the subject matter, and supersedes and replaces all prior negotiations, understandings, and agreements (whether oral or in writing). This Agreement may not be changed except by an instrument in writing signed by both parties hereto.

Signatures below are evidence of approval and acceptance of this Agreement.

"Client"	Date	Ashland University Catering & Conference "AU"	Date

**Client Information**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Deposit in the amount of \$ \_\_\_\_\_ was collected on \_\_\_\_\_ date by \_\_\_\_\_.

**For questions, contact:**

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