



SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
Facilities Use Application/Agreement

Date of Application: _____

Facility (Building) Name: _____

Specific room or area, (if known): _____

Event Description: _____

Date(s) and time of use: _____

Name/Company to be invoiced: _____

Contact Name: _____

Contact email and phone number: _____

Address: _____

Estimated number of guests: _____

Equipment, tables, chairs, etc needed: _____

Food Service? ☐ **SWOSU Food Services** ☒ **Other Vendor: Please list below**

Please List Food Vendor: _____

Alcohol to be served? ☐ **Yes** ☒ **No** (if alcohol is to be served, security is required)

Security Requested? ☐ **Yes** ☒ **No** SWOSU will arrange the Security.

Parking Requests: _____

Estimated cost: _____

Application does not become an agreement until all signatures are secured
 Please email form to events@swosu.edu

Received By: _____ **Date:** _____

Forwarded To: _____ **Date:** _____

TERMS AND CONDITIONS

This Facility Use Agreement (“Agreement”) is made as of the date listed on the signature page of this Agreement between Southwestern Oklahoma State University (“SWOSU”) and the undersigned renter (“Client”). This Agreement shall take effect immediately. In consideration of the mutual covenants and promises contained wherein, SWOSU agrees to allow Client to use the SWOSU facility listed on page 1 (“Facility”) located in Weatherford, Oklahoma, or Sayre, Oklahoma, at the date and time specified above and on the terms and conditions contained herein. The parties agree as follows:

I. GENERAL LIMITATIONS:

- A. **ASSIGNMENT:** Neither party shall have the right to assign this Agreement in whole or in part without the prior written consent of the other party.
- B. **RELATIONSHIP:** It is agreed that the Client, its agents and/or employees are solely responsible for their own actions.
- C. **FORCE MAJEURE:** In the event that either party is delayed in performing its obligations under this Agreement as a result of a *force majeure*, neither party shall be liable to the other for direct or consequential damages resulting from such delay of performance. “*Force majeure*” shall mean fire, earthquake, flood, inclement weather, an Act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, or governmental agency or authority.
- D. **STATE OF OKLAHOMA:** This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Any lawsuit arising from or incident to this Agreement shall be held in the district court of Custer County, Oklahoma.
- E. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and no other oral or written agreement shall be binding or obligating upon the parties. This Agreement supersedes all prior agreements, contracts and understandings whether written or otherwise between the parties relating to the subject matter of this Agreement. All changes to this Agreement must be in writing, agreed to and signed by both parties.
- F. **RELATIONSHIP OF THE PARTIES:** It is agreed that the Client, its agents and/or employees are solely responsible for their own actions and have no relationship to SWOSU as partners, joint ventures, employers, employees or agents.
- G. **EXERCISE OF RIGHTS:** The failure or delay of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed to in writing by both parties.

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- H. **SCHEDULING:** No event will be scheduled in a SWOSU facility until the Agreement is signed by an authorized representative of the Client requesting the rental space and, also, signed by an authorized representative of SWOSU.
- I. **INSURANCE:** All events require proof of insurance as follows:
1. Client must maintain, at their own expense, a general liability insurance policy providing coverage in the amount of at least \$1,000,000.00 per occurrence.
 2. A copy of the insurance certificate must be provided to the SWOSU Event Coordinator (contact information on the first page) no less than 30 days prior to the scheduled event.
- J. **NON-DISCRIMINATION:** Use of the facilities shall be consistent with the objectives of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Readjustment Assistance Act of 1974 and the Americans With Disabilities Act of 1990. Facilities shall not be made available to any organization whose practices are in conflict with the laws and regulations mentioned above or SWOSU's non-discrimination policy which reads: "Southwestern Oklahoma State University, in accordance with all applicable federal and state laws and regulations, does not discriminate against any individual based on race, color, religion, national origin, age, gender, qualified disability, sexual orientation, genetic information or veteran status in matters of admissions, employment, financial aid, housing or services or educational programs or activities the University operates."
- K. **RIGHT TO REFUSE SERVICE:** SWOSU reserves the right to deny any event, activity or equipment. Additionally, the SWOSU Facility Director reserves the right, in its sole and absolute discretion, to deny any guest of the Client access to the facility.
- L. **NON-COMPLIANCE:** SWOSU reserves the right to deny the use, or the continued use, of the Facility to any person or organization not complying with the facility policy and procedures.
- M. **OPEN RECORDS:** This agreement is subject to the Oklahoma Open Records Act, 51 O.S. §24A.
- N. **INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless SWOSU and its employees from and against all claims, demands, causes of actions, or liabilities incurred by SWOSU or its employees, arising from Client's acts or omissions under this Agreement or any act or omission of Client's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of Client, except as may arise from the negligence or willful misconduct of SWOSU or its employees. SWOSU will not be held responsible for any losses, damages or injuries. This refers to any loss damage or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. Client will be responsible for the control and supervision of the people in attendance during the use of the Facility to ensure no harm is done to persons or property.
- O. **DISCLAIMER:** SWOSU, as a component of the Regional University System of Oklahoma, is an agency of the State of Oklahoma. Accordingly, SWOSU does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Oklahoma, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the

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burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. SWOSU, as an entity of the State of Oklahoma, does not have the authority to enter into agreements which are contrary to any Federal laws, the Oklahoma Constitution, or Oklahoma Statutes, all as interpreted by the courts and the Oklahoma Attorney General. Nothing contained within this Agreement shall be interpreted in such a way that University acted contrary to or outside of its authority to act as an entity of the State of Oklahoma.

II. FEES AND SECURITY:

- A. **PAYMENTS AND REFUNDS:** All events must be booked through the SWOSU Event Coordinator. A deposit may be required. The rental fee is due prior to event. No refunds shall be made on fees. Form of payments accepted: Checks, Money Orders, Cashier Checks, or Credit Cards. **Make all payments payable to: SWOSU.**
- B. **RESERVATION REQUEST:** Approval or denial of a reservation request will be provided within fourteen (14) working days of receipt of a completed application. This may be suspended by mutual agreement. Multi-year agreements can create issues with a state agency being fully compliant with the laws of the State of Oklahoma. However, Clients who are considered in "good standing", (complies fully with rules and not delinquent on payments) will be given preference and considered first for certain dates for annual events.
- C. **ADDITIONAL CHARGES:** Additional charges may be assessed from the results of extended use, damage, abuse, or for using facility/services beyond those approved in advance. Extended use charges may include time for management, maintenance, and security beyond that included in the agreement, including set-up, takedown, and exiting the rental space later than scheduled. The Client must accept full responsibility for such additional obligations and their settlement.
- D. **DAMAGE DEPOSIT:** Space will be provided to organizations in accordance with the fee schedules approved by the facility. Fee schedules may be obtained from the SWOSU website or the SWOSU Event Coordinator. Fees may be waived by the SWOSU President or the president's designee. A \$500.00 damage deposit may be required for weddings and large events. A \$300.00 damage deposit may be required for all social and day events hosted by non-university and non-City of Weatherford organizations. The deposit, less payment for damage done beyond normal wear and tear, will be refunded within 30 days.
- E. **CLEANING CHARGE:** Client is responsible for cleaning the facility after its use, use of SWOSU personnel for cleaning may result in an additional charge.
- F. **ADDITIONAL PERSONNEL:** If SWOSU determines that additional supervision, security or equipment (i.e. portable restrooms) is needed for any event, SWOSU shall provide extra personnel or equipment to meet these needs, the additional expense will be billed to the Client. All additional services are subject to approval by the Facility Director.
- G. **CLEET:** Council on Law Enforcement Education and Training (CLEET) certified security is required for all events which serve alcohol. Security plans will be made by the SWOSU Event Coordinator and an additional, mandatory security fee will be imposed.

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III. FACILITIES POLICY AND PROCEDURE:

- A. **HOURS:** Each event will be approved for a specific amount of time. It is the responsibility of the Client to cooperate with the facility staff and security in maintaining this schedule. Events may not last beyond 1:00 a.m. without prior written approval of the facility director.
- B. **COMPLIANCE:** The Client is required to observe all regulations concerning smoking, eating, drinking and clean-up of meeting spaces. The Client is responsible for all individuals and activities involved with these items.
- C. **EXCESSIVE SOUND:** The sound level of activities occurring within and outside the Facility must be held in compliance with the City of Weatherford's ordinances. The Facility Director reserves the right to control the sound volume at his/her discretion.
- D. **CATERING:** SWOSU reserves the right of first refusal for all catering services required or planned for an event (Southwestern Oklahoma State University Food Services at 580.774.3231). If outside catering is requested by the Client, only caterers approved by the Food Service Director will be allowed. Service dishes, tablecloths and other similar catering/banquet items are the responsibility of the Client. Any damages resulting from an outside caterer are the responsibility of the Client.
- E. **KITCHEN USAGE:** The Facility Director, in consultation with the Director of SWOSU Food Services, must pre-approve all requests to use the kitchen/kitchen preparation rooms or equipment in the Facility. Certain, catering requests/usage will result in an additional fee.
- F. **TOBACCO POLICY:** The Facility is covered by SWOSU's Tobacco Free Campus Policy. "All tobacco products are prohibited on the campuses of SWOSU. The use, sale, or distribution of tobacco products is prohibited. The term 'tobacco products' includes all forms of tobacco, and is not limited to cigarettes, cigars, pipes, hookahs, chewing tobacco, snuff, and all other kinds and forms of tobacco, or non-tobacco, prepared in such a manner to be suitable for spit tobacco use, smoking, or both. This term also includes herbal tobacco products and simulated tobacco products that imitate or mimic tobacco products, including, e-cigarettes, vapor cigarettes, pipe or other types of inhalation devices." It is the responsibility of the Client to ensure that all participants comply with the tobacco policy.
- G. **DECORATIONS:** Decorations and their fasteners, including banners, signage, tape, nails, staples, etc., may not be fastened to the walls or ceilings without prior written consent of the Facility Director. Flower petals are permitted. Disposal or the placement of sand, soil, chemicals and/or any other foreign substance is prohibited on the property's landscape, walkways, surroundings and parking lot. The use of glitter, metallic confetti, paper confetti, hay, straw, rice, birdseed, candles or any type of open flame requires pre approval by the Facility Director and Safety Coordinator.
- H. **MEDIA AND FLOOR PLANS:** The Client shall provide the Facility Director with all floor plans, timelines and vendor information for the use of the Facility prior to the event. All media plans and printed materials related to the event shall be reviewed and approved by the Facility Director prior to their printing and/or publication.

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- I. **ALCOHOL & SECURITY:** Client will be responsible for additional fees for SWOSU Campus police to provide all security services for any event that involves alcohol, which may be an outside contractor hired by SWOSU Campus Police. Security will be required from the time alcohol service begins until all persons have vacated the premises after the end of the event. Cost will be added to the invoice.
- J. **ALCOHOL USAGE:** All events which have alcohol shall abide by the laws of the State of Oklahoma and the policies of the Regional University System of Oklahoma. In addition, all events that include alcohol service will follow the SWOSU "Alcohol Usage Policy" (Contact SWOSU Event Coordinator for a copy of this policy). Private contractors provide exclusive alcohol beverage services for all events that take place in the Facility. Outside of these policies, **ABSOLUTLEY** no other alcohol shall be dispensed, consumed or brought on to the premises of the Facility at any time.
- K. **RESTRICTIONS & MISCELLANEOUS:**
1. Client agrees to use the Facility in compliance with all local, state and federal laws. The Facility shall not be used for any illegal purpose.
 2. Live animals, except for service animals, may not be brought into the Facility or upon the premises without the prior written approval of the Facility Director.
 3. The Client and his/her guests are restricted to the rental area outlined in the Agreement.
 4. Facility staff may enter any of the rented areas at any time on any occasion.
 5. The Facility reserves the right to take photographs of events for its own records and for future use.
 6. It is the responsibility of the Client to ensure that the number of guests does not over-exceed the stated amount.
 7. The Client assumes sole risk for any damage to the Facility or equipment that might occur during their use.
- L. **CLEAN-UP:** It is the responsibility of the Client to have all materials removed and clean-up completed by the date and time specified in this Agreement. Any exception to this rule must be approved in writing by the Facility Director. SWOSU is not responsible for any items belonging to the Client or others associated with the event that has not been removed after the end of the event. Any maintenance or damage issues should be reported to the facility staff, in order to resolve any issues in a timely manner.
- M. **PANDEMIC CONSIDERATIONS:** Client understands, by signing this agreement, Client is required to adhere to CDC guidelines regarding this event and further understands this agreement/event may be canceled at any time due to pandemic issues.
- N. **ADDENDUM:** Additional Terms and Conditions may be attached hereto as an Addendum. In the event of a conflict between the Terms and Conditions of this Agreement and an Addendum, the Addendum shall control.

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SIGNATURE PAGE

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective party. The Client further acknowledges that Client has read and agrees to all the terms and conditions:

CLIENT:

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

SWOSU EVENT COORDINATOR:

Signature and date: _____

SWOSU FACILITY DIRECTOR:

Signature and date: _____

SWOSU ADMINISTRATOR APPROVAL:

Signature and date: _____

NON-DISCRIMINATION CLAUSE: SWOSU in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Readjustment Assistance Act of 1974, American With Disabilities Act of 1990 and other Federal Laws and regulations does not discriminate on the basis of race, color, national origin, gender, age, religion, genetics, disability in any of its policies, practice or procedures. This includes but is not limited to admissions, employment, financial assistance and educational services. Vendors will be required to comply with all applicable federal and state laws in the performance of this contract.

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