1. INDEMNITY: User agrees to indemnify, defend and hold harmless the University and its employees and agents from all demands, claims, suits, actions, and liabilities resulting from injuries or death to any persons or property damages or loss by User, University or any person, however caused, during the period this agreement covers for the use of the Facility, or occurring as a result of the use of the Facility during the agreed upon period.

2. INSURANCE: At the University’s discretion, organizations shall be required to produce a comprehensive general liability insurance certificate at least 10 college working days before the scheduled event with minimum limits of $1,000,000.00 (1 million dollars) per occurrence/$2,000,000.00 (2 million dollars) annual aggregate for bodily injury and property damage per occurrence. “Board of Regents Nevada System of Higher Education” must be named as an additional insured as their interest may appear. This statement must be incorporated into the certificate itself or shown by a separate endorsement.

3. PAYMENT ARRANGEMENTS:* A. All Groups: Final payment is due from the User thirty (30) days from invoice date.

B. Non-University Groups: A deposit totaling 75% of the estimated facility charge is due 30 days before the scheduled event(s). Failure to remit deposit may result in cancellation of reservation. When a refund is due to the User, a check will be issued from the University Business Center South Office within 30 days after termination of agreement or after the close of the event(s). New reservation requests will not be accepted from Non-University Groups with outstanding balances.

C. University Groups: All University Department events must pay by IDR. New reservation requests will not be accepted from University groups with outstanding balances.

* The Student Union & Event Services Office reserves the right to require payment in full prior to any event.

4. CANCELLATION AND SPACE REDUCTION BY USER: A. Non-University Groups: Facility use cancellations, event date rescheduling and/or event space reductions will be accepted if notification is given in writing to the Scheduling & Conferences office at least thirty (30) days (postmarked) before the scheduled use dates as listed on the Agreement. Cancellations or space reductions prior to the 30-day window will result in forfeiture of a 10% deposit. Cancellations or space reductions any time during the final thirty (30) days before the scheduled event will result in forfeit of the entire deposit paid for reserving the facility. In special circumstances where no deposit is paid and the group cancels either before or after the 30-day deadline, an invoice will be sent with the appropriate charges for payment by the group. Group failing to pay the owed charges by the due date on the invoice will be denied future use of UNLV facilities and any funds owed to the UNLV shall be referred to a collection agency.

B. Student Organizations/University Departments: Facility use cancellations will be accepted if notification is given to the Student Union & Event Services Office within seven (7) college working days of the scheduled event. Failure to notify the Student Union & Event Services Office within a minimum of seven (7) college working days notice of the cancellation of the scheduled event will result in financial penalties being assessed to the group and/or loss of facility use privileges for future events.

5. CANCELLATION BY UNIVERSITY: The University reserves the right to terminate this agreement for good cause (which does not include subsequent scheduling of a more preferred event). In the event the University exercises this right, it should refund or release User from liability for payment of the amount provided for in paragraph three of this agreement. Should the University exercise said right to terminate this agreement, User will be entitled to reimbursement of any and all of the outstanding amount that will be referred to a collection agency.

6. DEFAULT: Should the User default in the performance of any of the terms of this Agreement, the Director of Student Union & Event Services (or his/her designee) shall have the right to refuse any and all of the University’s obligations under this Agreement. If for any reason(s), an unforeseen event occurs during the course of the agreement because of acts of God, the User will retain the use of the facility for sufficient time once the facility has been determined safe to enter at no additional charge providing such time does not interfere with another User. If it is not possible to complete the event, the facility fee will be forfeited, prorated, or adjusted at the discretion of the University based on the given situation and the User agrees to waive any claim for damages or compensation from the University.

7. INTERRUPTION OR TERMINATION OF EVENT: The University shall retain the right to cause the interruption or termination of any performance when, in sole judgment of the University, such action is necessary in the interest of public safety.

8. UNAVOIDABLE HAPPENING: If for any reason(s), an unforeseen event occurs on the UNLV Campus, if the University determines, in its discretion, that the use of the Facility would create an unnecessary hazard, labor strike, or other occurrence which renders impossible the fulfillment of the terms of this Agreement, the University shall have no right to claim for damages against the University and the facility use fee will be refunded to the User.

9. ACT CONTRACT: The User certifies that he/she has a valid, properly executed and non-cancelable contract with the performers whose services form the basis for his/her desire to rent the Facility. The User shall submit to the University upon demand a copy of said contract.

10. RIGHT OF REFUSAL: The University retains the right to refuse any performance, exhibition, or entertainment to be offered under this Agreement in any of the UNLV Student Affairs or academic facilities and for any reason, including but not limited to, failure to pay the outstanding balances.

11. ADVERTISING: The User agrees that all advertising of the event will be honest and done in compliance with all federal and state laws and regulations. All Groups: All University Department events must pay by IDR. New reservation requests will not be accepted from University groups with outstanding balances.

12. ASSIGNMENT: User agrees not to assign, transfer, sublet or to otherwise dispose of this agreement or its rights to use the Facility to any person or company without the previous written consent of the University.

13. RETENTION OF PRIVILEGES: The waiver or failure of the University to insist upon strict or prompt performance of the agreement herein shall not constitute or be considered a waiver of any of the University’s rights thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the User.

14. DEFAELMENT OF PROPERTY: The User agrees to ensure the condition of the facility used and to restore the facility to its original condition as of the date the User entered the facility, if needed. Any repairs or cleaning needed for damage done to the facility by the User or by any person(s) who may be in or upon the premises under the User’s direction, shall be paid by the User. The determination of the amount of such loss or damage shall be made by the University at its sole discretion.

15. REMOVAL OF PROPERTY: User agrees that all materials pertinent to the event which are not the possession of the University will be removed from the premises before the expiration of this agreement. Failure to do so will mean that the University’s effects are abandoned and may be disposed of by the University.

16. EVACUATION OF FACILITY: Should it become necessary in the judgment of the University to evacuate the Facility because of acts of God, the User will retain the use of the facility for sufficient time once the facility has been determined safe to enter at no additional charge providing such time does not interfere with another User. If it is not possible to complete the event, the facility fee will be forfeited, prorated, or adjusted at the discretion of the University based on the given situation and the User agrees to waive any claim for damages or compensation from the University.

17. SEATING CAPACITY: The University reserves all rights and privileges for organizing television and radio broadcasts originating in the Facility and for recordings, either audio or visual, made in the Facility and intended for public distribution. These rights may be granted to the User only in the Broadcast Recording Permit. For more information on obtaining a Broadcast and Recording Permit, please contact the UNLV Office of Media Relations at (702) 895-3102.

18. ANIMALS PROHIBITED: The User agrees that no animals other than those that require the University’s services and recovery of the outstanding amount will be referred to a collection agency. Non-University Organizations agree to pay any non-reimbursable expenses incurred by the University in connection with the event.

19. RIGHT OF ENTRY: It is understood that through this agreement the University reserves the right to grant priority use to events that require multiple rooms and to relocate activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized government agencies responsible for public health and safety.

20. FOOD AND BEVERAGE: All food served in a Student Affairs or academic facility must be pre-packaged and pre-prepared from a commercial vendor. User is responsible for cleanup and maintenance of the Facility. All charges to be billed back to the User.

21. THEFT: The University shall not be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property.

22. OBJECTIONABLE PERSONS: The University reserves the right to eject from the Facility any objectionable person or persons; and neither the University nor its employees shall be liable to User for any damages that may be sustained through the exercise of such right.

23. ANIMALS PROHIBITED: The User or its participants shall not bring or permit to be brought into the Facility any animals with the exception of trained and certified service animals.

24. COMPARABLE SPACE: The Student Union & Event Services Office reserves the right to grant priority use to events that require multiple rooms and to relocate smaller events to campus locations that have comparable space. If a group is relocated, notification of the relocated group representative before the start of the event or at the earliest possible time.

25. For the purpose of clarification, “Facility” and “University” are used interchangeably.

July 2015