

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 time 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) 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 by 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 Greenspun College of Urban Affairs 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 and event space reductions will be accepted if notification is given in writing to the GCUA Event Coordinator at least 48 hours before the scheduled use dates as listed on the Agreement. Cancellation or space reduction prior to the 48-hour window will result in a forfeiture of a 10% deposit. Groups failing to pay the invoice by the due date will be denied future use of GCUA Facilities and sent to collection. Non-University. Non-University Groups also agree to pay any non-reimbursable expenses incurred by the University in connection with the event covered by this Agreement.
  - B. Student Organizations/University Departments: Facility use cancellations will be accepted if notification is given to the GCUA Event Coordinator within two (2) college working days of the scheduled event. Failure to notify the GCUA Event Coordinator within a minimum of two (2) 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 that 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 agrees to forego any and all claims against the University and further agrees to waive any and all rights of this agreement and User shall have no recourse of any kind against the University.
6. **DEFAULT:** Should the User default in the performance of any of the terms of this Agreement, the Dean of the Greenspun College of Urban Affairs and/or GCUA Staff, at his/her option, may terminate the same. User shall be liable for the full amount of the facility use fee provided herein less fees received from the defaulting group for use of the Facility at the time specified in this agreement. Any deposit(s) made by the User shall be retained by the University and considered liquidated damages.
7. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** User will comply with all laws, ordinances and regulations, including tax and license fees of federal, state, and local governmental agencies or bodies; and all University and Facility rules and regulations.
8. **CONTROL OF PREMISES:** It is understood that through this agreement the University does not relinquish right to control the management of the Facility and to enforce all necessary laws, rules, and regulations.
9. **PUBLIC SAFETY:** User agrees that at all times he/she will conduct his/her 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 safety.
10. **STAFFING:** University will secure and User will pay, at the rates in effect at the time of the event, all necessary staffing including security guards. The University retains the right to determine the appropriate number of staff and security personnel necessary to serve and protect the public.
11. **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 construed as a waiver or relinquishment of the University's right 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. **DEFACEMENT 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 group entered the facility, if needed. Any repairs 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 Users 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 User'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 a threat to public safety, 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. **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.
18. **UNAVOIDABLE HAPPENING:** If for any reason(s), an unforeseen event occurs on the UNLV Campus, including, but not limited to fire, terrorism, casualty, labor strike, or other occurrence which renders impossible the fulfillment of the terms of this Agreement, the User shall have no right to claim for damages against the University and the facility use fee will be refunded to the User.
19. **ACT CONTRACT:** The User certifies that he/she has a valid, properly executed and compatible 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.
20. **RIGHT OF REFUSAL:** The University and GCUA retains the right to refuse any performance, exhibition, or entertainment to be offered under this Agreement in any of the GCUA Facilities. The User agrees that no such activity or part of an activity shall be given or heard if the University objects on the grounds of liability reasons, failure to uphold advertising claims, or violations of contract restrictions agreed to by both parties at the time of execution of this Agreement.
21. **COPYRIGHTS:** User will assume all cost arising from the use of patented, trademarked, franchised or copyrighted material used on or incorporated in the event. User agrees to indemnify, defend and hold harmless the University from all claims or costs, including legal fees, which might arise from question of use of any such material.
22. **BROADCAST AND RECORDING RIGHTS:** The University reserves all rights and privileges for outgoing 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 please contact Laurie Fruth at (702) 895-3876.
23. **ADVERTISING:** The User agrees that all advertising of the event will be honest and true and will include accurate information on performance time and ticket prices. No advertising or publicity may state or imply that the University sponsors or is responsible for the User's activities during the period of use. The User agrees to identify the Facility in its advertising as outlined in the individual facility use policies and that the Facility is located on the campus of "The University of Nevada Las Vegas" which may be abbreviated as "UNLV."
24. **SEATING CAPACITY:** The User will not permit occupancy in excess of the seating capacity of the Facility as determined by the University.
25. **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.
26. **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.
27. **ANIMALS PROHIBITED:** The User or its participants shall not bring or permit to be brought into the Facility any animals with the exception of properly trained and certified service animals.
28. For the purpose of clarification, "Facility" and "University" are used interchangeably.