



This agreement is made and entered into this date, between Umpqua Community College ("UCC") by and through its Special Events Office and (CUSTOMER) whose sole authorized representative is:
CUSTOMER Name: CUSTOMER ID #:
CUSTOMER Address: CUSTOMER Phone:
CUSTOMER E-mail Address: Event Reference #:
Event Name: Date(s) of Event:
Arrival time: Set-up/Rehearsal time:
Event Time: Takedown time:

As UCC has available certain room, equipment, services, and parking available to CUSTOMER, and CUSTOMER desires to contract for the use of said room, equipment, services, and parking upon the terms and conditions set within this contract, then it is agreed as follows:

- 1. Facility/Room: UCC agrees to furnish room(s)
Estimated room charges are: UCC reserves the right to change room reservations at any time to best utilize the facility. If attendance figures drop below the estimated figures, CUSTOMER may request a smaller room or fewer rooms at the original agreed-upon room rental rates. UCC will provide the room(s) based upon availability. Rental of facility/room(s) includes general floor space, any tables and chairs normally set up in the room, stocked restrooms, lined garbage cans, and utilities for standard electricity and lights. Rental does not include kitchen or concession area use, adjoining walkways or patio areas, storage facilities, labor, materials or equipment. Please note, your event is not considered confirmed and your date is not held until all required documents have been signed by the CUSTOMER and received by UCC, the deposit has been paid, and all other requirements have been met. This unsigned contract is valid for 30 days. Note: all fees are outlined in the UCC Facility Rental Fee's. Estimated charges are not payment in full.
2. Facility/Room Setting: UCC will not provide set-up of event spaces beyond general floor space or default set up. The facility is rented "As Is". The CUSTOMER'S may request changes to the set up at additional charges outlined in the facility rental fee. UCC reserves the right to refuse set up without adequate notice. Classroom spaces are in default classroom style arrangement. Meeting/Conference rooms are in default style arrangements. If any changes are made in classroom/conference/meeting settings, CUSTOMER will return classrooms/conference/meeting rooms to their original layout at the conclusion of each event. CUSTOMER will be responsible for room decorations. CUSTOMER'S can change a room set up for their event as long as it is reset immediately following the event.
3. Use of Rooms/Outdoor Facility: Facility/room rental fees are based on three different breakpoints: 1-4 hours, 4-7 hours and 7-10 hours. Pricing is applied accordingly. Set-up and takedown time are included as part of the rental period. CUSTOMER shall pay facility/room rental rates by the hour for every hour over ten hours of access. Regular operating hours are from 7am to 10pm. If CUSTOMER requests use of facilities outside of these regular operating hours, after-hours fees may be assessed at 10% above hourly fee.
4. Use of Information Tables Indoors: These tables are charged by the hour. If these tables are requested during normal business hours the Required House/Event manager will be waived. If these tables extend outside of normal business hours the House/Event Manager will be assigned as outlined in the Facility Rental Fee Agreement.
5. Indoor Event Decorations: All decorations must be "free standing." CUSTOMER shall not affix to any wall or ceiling in the rooms any materials. No stapling, taping, push pins, nails or any other type of fastener may be attached to the walls, posts, ceiling or carpet for decorations, signs, posters, banners, etc. CUSTOMER shall not hang objects from air vents, drop-down projection screens, artwork, exit signs, doors, or fire extinguishers. Use gaffers tape ONLY on floors. (No duct, masking, packaging, clear or other types of tape.) Flammable materials are prohibited in the facility. CUSTOMER shall provide own backboards, poles, stanchions, etc. Decorations that require extraction from carpet, such as, confetti, glitter, birdseed, rice and snow are not allowed in the facility. If used, CUSTOMER will be assessed a cleaning fee. An additional fee may be assessed if UCC deems more than regular wear and tear occurs to the facility. CUSTOMER shall be responsible and reimburse UCC for all damages to the rooms or UCC equipment that occurs during CUSTOMER'S use of the rooms and equipment.
6. Outdoor Event Decorations: CUSTOMER shall not affix to any building, fixture, plant life, tree, light pole or painted surface any materials without prior consent of UCC. CUSTOMER shall not hang objects from buildings, trees, light poles, artwork, signs, or doors. CUSTOMER shall not dig holes

in grassy areas of campus. CUSTOMER shall not drive a motor vehicle on the track, sidewalks, or grassy areas of campus without prior consent of UCC. An additional fee may be assessed if UCC deems more than regular wear and tear occurs to the facility. CUSTOMER shall be responsible and reimburse UCC for all damages to UCC grounds or equipment that occurs during CUSTOMER'S use of the facility and equipment.

7. **Jacoby Auditorium/Swanson Amphitheater Technical Preparation:** When preparing for an event in Jacoby Auditorium or Swanson Amphitheater, technical details must be attended to in order to produce a successful performance. **Please contact the Jacoby Auditorium/Swanson Amphitheater - Special Events Director at 541-440-4704 to arrange for sound and lighting needs.**
8. **Clean up/Storage:** CUSTOMER shall immediately remove all materials and personal property from the rooms at the end of the use time. Pre-arranged storage and handling of CUSTOMER materials pre- and post-event may be available at an additional fee.
9. **Audio-Visual Equipment and Services:** UCC may furnish additional audio-visual equipment and technical support services subject to availability and per the fee schedule. We cannot provide pointers, flip charts, chalk, or extra extension cords, so remember to bring these with you. UCC's technical support services are available solely for audio-visual equipment owned by UCC.
10. **Parking:** There is no charge for unreserved parking on the UCC campus. Any driver of a motorized vehicle on the property must have a valid driver's license. Parking spaces designated "Handicap Parking" are located in all parking lots. Visitors are free to park in any of the unassigned parking spaces. Do not park in spaces marked by a green curb and a faculty/staff sign. **UCC is not responsible for theft or damage incurred to vehicles parking on the property.**
11. **Event Security:** UCC may require an on-duty Public Safety or Law Enforcement officer for the duration of event to be paid for by CUSTOMER. Some events will require security to be provided for crowd control. Law Enforcement may be required, depending on the size and nature of the event. You will be notified if your event is one of these. To contact campus security call 541-440-7777.
12. **Food and Beverages:** All food and beverages (including alcoholic beverages) must be provided by food vendors from the UCC approved caterer list. Alcoholic must be accompanied with a Request to Serve Alcohol from SOWI. A minimum headcount and catering selections from the approved caterer list is due with the submission of the signed contract and insurance. No changes can be made within 30 days of the event. A per plate fee will be charged to the customer. The Per Plate fee is \$25.00 for the first 50 people and .50 cents per person after. A total head count is required at time of scheduling the reservation. Any changes of attendees must be communicated to the special events department prior to the event due to capacity limits.
13. **Alcoholic Beverages:** The sales and service of alcoholic beverages is regulated by the State of Oregon. **CUSTOMER is to request permission in writing to have alcohol served at their event a minimum of 30 days prior to the day of the event or first day of the event.** All alcoholic beverages will be furnished by the Southern Oregon Wine Institute (SOWI) and shall be served by a licensed server under the required liquor licenses of Oregon. UCC may require an on-duty Public Safety officer for the duration of event to be paid for by CUSTOMER. Alcoholic beverages cannot be served unless catering services are provided. State law requires food to be provided when/where alcohol is served. Alcohol must not be served within 30 minutes of the scheduled end of an event. Alcohol is allowed in designated areas only.
14. **Sound Volume:** UCC reserves the right to control amplified sound and/or crowd volume for all indoor and outdoor events. The CUSTOMER understands that the facility is customarily used by more than one party concurrently and agrees to allow UCC to exercise sole discretion to moderate the sound volume of the event, whether consisting of electronically amplified sound or loud crowd noise. CUSTOMER agrees to cooperate with the efforts of UCC to control sound volume for the benefit of all guests of the facility.
15. **Tax Exempt Status:** In the event that the fees established are based upon the tax exempt status of the CUSTOMER, the **CUSTOMER shall furnish to UCC simultaneously with the execution of this agreement, evidence of the CUSTOMER'S tax exempt status satisfactory to UCC.**
16. **ADA (Americans with Disabilities Act) Compliance:** UCC shall be responsible for the compliance of physical facilities. CUSTOMER shall be responsible for instructional compliance.
17. **Indemnification:** CUSTOMER shall indemnify and hold harmless UCC against any and all claims, damages, demands, costs and expenses, including reasonable attorney's fees, arising out of CUSTOMER'S use of the rooms and equipment under the terms of this agreement. UCC does not assume responsibility for damage or loss of CUSTOMER property or equipment left on the premises prior to, during or following any event. UCC is not liable for any harm to event attendees while on UCC premises.
18. **Liability Insurance:** CUSTOMER agrees that prior to the time of CUSTOMER'S use of the rooms and equipment as provided for herein, CUSTOMER shall procure and thereafter during said time shall continue to carry comprehensive general liability insurance coverage with a limit of no less than \$1,000,000, each occurrence \$2,000,000 aggregate. The College shall be named as additional insured. Such insurance shall cover all risks arising



directly or indirectly out of the CUSTOMER'S activity in the rooms which are the subject of this agreement or other properties of UCC during the term of this agreement. Certificate of Insurance shall be provided to UCC no later than 30 days prior to the date of the event or first day of the event. (Federal, State, Local Government agencies are exempt unless alcohol is served.)

- 19. Deposits and Fees: A deposit in the amount of 100% of the room fee or 50% of total estimated charges, whichever is higher, shall be paid upon the execution of this agreement. Please refer to paragraph 1 for estimated room charges (deposit amount.) A credit card is required to be placed on file with UCC by completing the attached Credit Card Authorization Form. All applicable charges will be processed by UCC directly to the credit card on file, less the amount paid for the deposit, unless another form of payment is presented upon conclusion of event. In the event that use of CUSTOMER'S credit card does not satisfy all amounts owing at the time charges are processed, CUSTOMER shall make direct payment by check or money order within 30 days of receipt of a statement for charges due. Please note, your event is not considered confirmed and your date is not held until all required documents have been signed by the CUSTOMER and received by UCC, the deposit has been paid and all other Requirements have been met. In the event CUSTOMER fails to timely submit any payment due in accordance with the terms of this agreement, and is in arrears for more than 30 days, UCC will assign the account to collections. CUSTOMER will be responsible for an additional 25% fee assessed by the collection service as well as any attorney fees, court costs, and other costs and fees associated with collection of the debt.
20. CUSTOMER Event Change: UCC reserves the right to refuse any request made within 45 days of the event. These changes include, but are not limited to; changing the date, changing the location/room, adding any equipment, adding miscellaneous items or services.
21. CUSTOMER Event Cancellation: In the event of a cancellation by CUSTOMER with written notice given to UCC:
a. at least 90 days prior to the day of the event or first day of the event, 75% of the deposit shall be refundable to the CUSTOMER.
b. within 60 to 89 days prior to the day of the event or first day of the event, 50% of the deposit shall be refundable to the CUSTOMER.
c. within 30 to 59 days prior to the day of the event or first day of the event, 25% of the deposit shall be refundable to the CUSTOMER.
d. within four to 29 days prior to the event or the first day of the event, there shall be no refund of the deposit to the CUSTOMER and the entire deposit shall be retained by UCC.
e. In the event of cancellation by the CUSTOMER with written notice given to UCC within three days prior to the event or the first day of the event, there shall be no refund of the deposit to the CUSTOMER and the entire estimated event costs will be charged to the credit card on file.
22. College Closure and Cancellation of Scheduled Event: UCC reserves the right to cancel a scheduled event when UCC Public Safety mandates a full or partial campus closure. If CUSTOMER'S event is cancelled due to UCC campus closure or public safety considerations, UCC will reschedule the event on another agreed upon date(s) or refund the deposit paid by CUSTOMER and both parties will be held harmless for contract default.
23. UCC Contact Persons: All contacts made or required to be made under this agreement by CUSTOMER are to be made to the Special Events Office.
24. CUSTOMER Representative Responsibilities: As the designated CUSTOMER "contact person," you are responsible for planning and making all arrangements with the Special Events Office as representative of the sponsoring/co-sponsoring group or party. Also, note that you are responsible for being in attendance at the event; if this is not to be so, then it is very important to inform us of who your on-site representative will be. Please let us know ticket prices and where outlets will be as soon as possible, since people will begin calling the college for this information as soon as you begin advertising your event in the local media.

The undersigned CUSTOMER also warrants that it is the sole and only sponsor of the event to take place upon the College facilities covered by this permission. There are no other persons or concerns who are co-sponsors or have any other sponsoring relationship to the event.

CUSTOMER: \_\_\_\_\_
(Print Name)

UMPQUA COMMUNITY COLLEGE:

Signature of Authorization Date

UCC President/Chief Financial Officer Date