

John Carroll University
Facilities Use Agreement

This Agreement entered into this ___ Day of ___ is made between John Carroll University, 1 John Carroll Blvd., University Heights, Ohio, 44118 ("JCU") and ___ ___ ___ ___ (User")

In Exchange for the mutual covenants and conditions set fourth below, the parties agree as Follows:

JCU grants permission to User to use the following described facilities for the purposes and at the times set fourth below:

"User" Information:

Organization Name:
 Contact Name:
 Address:
 Phone:
 Email and Web:
 Other

Will alcohol be served at this event? Yes / No

Will anyone under the age of 18 years attend this event? Yes / No

If yes, is this program specifically for minors? Yes / No

Certificate of Insurance: Yes/ No (Need Copy for File)

Event Name:
 Purpose:
 Days and Dates of Event:
 Number of Participants/ Visitors expected

Conference Facilities Needed: Y / N (check all spaces needed below)

LSC Building:	Cost	Dolan Science Center:	Cost
D LSC Conference Room	_____	D Donahue Auditorium	_____
D Murphy Room	_____	D Muldoon Atrium	_____
D Jardine Room	_____	D Reading Room	_____
D O' Dea Room	_____	D 202/203 Rooms	_____
D Other Area	_____	D Other Areas	_____

Notes: _____

Notes: _ _ _ _ _

Time granted will not be extended for occupancy or use or delivery or removal of equipment or supplies without the written permission of JCU and all additional fees will be paid for according to the schedule of fees established by JCU.

Food Service Needed: Y / N

Contact University Dining Services at (216) 397-4552
User must arrange for and contract these services under a separate contract.

AV Equipment Needed: Y / N

Facilities and Terms of Use

- 1) User agrees that use of the facilities will be consistent with the philosophy of JCU and agrees to comply with all rules of JCU concerning use of the facilities as identified in this document and the JCU Rental Policy. Any event considered by the University senior management, to be harmful to the public image of the University will not be allocated space.
- 2) User agrees to comply with all University Heights, Cuyahoga County, State of Ohio and United States Laws, Statutes and Ordinances, including but not limited to fire, health, and safety requirements. Any penalty assessed for violation of such laws and ordinances while the facilities are being used under this agreement will be charged to the User.
- 3) User freely assumes all the risks associated with use of the facilities, whether known or unknown. The User shall obtain a policy, or policies, of general liability insurance that provides coverage for personal injury and property damage in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 total annual aggregate for personal injuries or death suffered by any person or persons arising from the use of the facility or the services provided. User shall name John Carroll University as a named insured and shall provide notice to JCU of proof of insurance in the form of a certificate of insurance at least ten (10) days in advance of the Event. Failure to obtain a certificate of insurance does not constitute a waiver of such insurance by JCU. Failure of User to provide JCU with a certificate of insurance will result in the cancellation of the Event and forfeit of deposit. JCU reserves the right to require additional lines of insurance, such as but not limited to property, workers' compensation, automobile, abuse and molestation, and liquor liability, depending on the nature of the Event. JCU also

reserves the right to require User to have individuals participating in an Event in the facilities sign a waiver of liability form.

- 4) User agrees to compensate JCU for any loss of or damage to equipment or facilities arising out of User's use of the facilities, including but not limited to, acts of User's guest resulting in loss or damage. User agrees to leave the facilities in the same condition following the event(s) as existed before the use. All rooms used will be inspected by JCU and User before and after event(s). User agrees to remove all property brought into the facilities. User agrees to be liable for the cost of any removal or storage of property and any cleaning necessary due to User's failure to comply with these requirements. JCU assumes no responsibility for lost or stolen or damaged property.
- 5) JCU reserves the right to require that all food, beverage and service used for any event at JCU be purchased through the university's contracted food service, if the terms of the university's contract grants such food service an exclusive license. This does not apply to the use of alcohol or alcoholic beverages or to the serving of same. This agreement specifically denies any right to User which would be in violation of state or municipal laws, rules, or regulations concerning the sale or service or dispensing of alcohol or alcoholic beverages. Outside food vendors may be permitted in specific buildings with university approval and must comply to event operations per JCU standards to include trash removal and clean up.
- 6) User agrees to comply with special conditions, if any, attached in Exhibit C. The Facilities and Athletics Departments reserve the right to determine an event's potential harm to facilities and may reject any request or determine the extent of JCU personnel required to safeguard the University's interests. JCU reserves the right to cancel this agreement in the event User fails to comply with any of the special conditions or fails to pay pre-event fees as noted below.
- 7) JCU reserves the right to cancel this reservation in the event that the campus or the event specific building is closed due to weather or other emergency condition (i.e.: loss of power, flooding, etc). The Facilities Services Coordinator, John Carroll University, 1 John Carroll Blvd., University Heights, Ohio 44118 (telephone # 216/397-3015) will contact the user, at the phone # provided on page 6, as soon as possible to notify them of the closing or potential for closing. The details of the closing will be considered on a case by case basis by the JCU Weather Emergency Team. The details of the JCU Weather Emergency Plan are available on the JCU website.
- 8) University use of all facilities shall have absolute preemptive priority over all non-university groups. The University reserves the right to cancel, postpone, or alter arrangements for any event if necessary.

Fees and Deposits

- 9) The 2018-2019 fees schedule for classrooms and conference and meeting spaces are attached as Exhibit A. The fee schedule for athletic facilities is attached as Exhibit B. The fee schedule for Residence Life Housing is attached as Exhibit C.
- 10) User will pay the following total rental fee: \$000. A nonrefundable deposit of \$00 is to accompany the return of this contract. The balance of the rental fee or \$000 is due by _____
- 11) User may be required to hire JCU support personnel to staff their event. Events where alcohol is served may require staffing by JCU Security. Other events may require maintenance, grounds and /or porter/matron support. Charges for support staff are given below and requirements will be identified prior to signing this agreement.
- 12) User will pay the following fees for support personnel:

Support Charges per hr/per person		Number of people needed:	Anticipated # of Hours	Anticipated Fees:
Stage Manager/Maintenance/Grounds				
Straight lime per hr.	\$ 45			
Overtime lime per hr.	\$ 65			
Porter/Matron	\$ 25			
Campus Safety Services	\$ 40			
On site Athletic Administrator	\$ 25			
IT charges:				
Student technician	\$ 12			
Student supervisor	\$ 25			
Professional assistance	\$ 45			
Total Anticipated Support Fees:				

- 13) Residence hall room rates are _ _ _ per night - single occupancy and ____ per night double occupancy. Linen fees are _ _ _ per person. One-half of the estimated housing cost, if any, will be due on _____
- Remaining rental and housing costs balances and other expenses, including those for additional equipment not on hand or any damages, will be invoiced within ten days after the event(s) and User will pay in full by _ _ _ _
- In the event of cancellation by JCU for weather or other emergency conditions, the Facilities Use fees, in excess of the non-refundable deposit, will be returned to the user. Any equipment rental fees incurred, however, will be charged.

16) In the event of cancellation by either party, catering refunds will be per the terms and conditions of the user's contract with the caterer.

17) User agrees that all communications concerning this agreement or User's use of the facilities will be sent to Facilities Services Coordinator. John Carroll University, 1 John Canoll Blvd., University Heights, Ohio 44118 (Phone: 216/397-3015)

RELEASE

18) In consideration for the use of the above described facilities, User agrees to discharge, release, hold harmless and indemnify JC U, its trustees, officers, employees, and volunteers from any and all claims, suits, judgments, demands, liability, damages and proceedings arising out of or in connection with the subject matter of this agreement and/or the use of these facilities or travel or transportation to and from these facilities which User, User's heirs, successors, assigns or personal representatives, User's guests, or anyone whom User allows to come upon the JCU premises may now have or hereafter have as a result of User's use of the facilities.

IN WITNESS OF the above covenants and conditions and any applicable attachments, the parties sign below:

JOHN CARROLL UNIVERSITY

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

User's Organization, if applicable
By: _____
(AUTHORIZED SIGNATURE)
(TITLE, IF APPLICABLE)

Address: _____

Phone Number: _____

Additional Sign-offs, as required:

Academic VP Office: _____
Finance Office: _____
Student Affairs Office: _____
Office of Residence Life: _____
President's Office: _____

Exhibit A Facilities Room Rates

Location of J tJ Campus	General F?ublic	Faculty/ Staff/ Non p profit
Dolan Center for Science and Technology		
Donahue Auditorium	\$600 .00	\$300 .00
O'Connell Reading Room	\$600 .00	\$300 .00
Muldoon Atrium	\$1200 .00	\$600 .00
Pellegrene/ Devlin Conference Room	\$300.00	\$150.00
Lombardo Student Center		
LSC Conference Room	\$400 .00	\$200 .00
Jardine Conference Room	\$400 .00	\$200 .00
O'Dea Conference Room	\$200 .00	\$100 .00
Murphy Conference Room	\$200 .00	\$100 .00
Marinello Little Theater	\$500 .00	\$250 .00
O'Malley Center for Communications and Language Arts		
Kahl Arcade	\$200.00	\$100 .00
Rodman Hall		
Rodman A Enrollment Room	\$200.00	\$1 00.00
Rodman Alumni Lounge	\$200.00	\$100 .00
Administration Building		
Kulas Auditorium	\$1200.00	\$600 .00
General Classroom	\$50.00	\$25 .00
Computer Classroom	\$100.00	\$50.00
Green Road Annex		
Auditorium/ Community Rooms	\$600.00	\$300.00

Exhibit B
2017-18 Athletic Facility Fees

John Carroll Athletic Deoartment- 2017-18 Facility Rental Fees			
Jesuit or Catholic based high schools are given a 10% fee reduction for rental of facilities			
Facility	Rental Fee	Time Frame	Notes
Rec Gvm	\$100.00	bv the hour	can rent 1/2 the gym at \$50 per hour
Racquetball Court	\$25.00	bv the hour	
Varsity Gym	\$125.00	bv the hour	Athletic Contests fall under a fee scale noted below
Swimming Pool	\$50.00	bv the hour	can rent 3 lanes for \$30 per hour
	\$8.50	per hour	per lifeguard
Wasmer Field	\$125.00	by the hour	could rent half
Zaiac Track	\$50.00	bv the hour	
Schwieckert Baseball Field	\$100.00	oer came	includes lined field
Bracken Softball	\$100.00	per oame	includes lined field
Tennis Courts	\$50.00	per hour	
Hamlin Quad	\$1,000	Per event	
Main Quad	\$1,000	Per event	
Keller Commons	\$250	Per Event	
On Site Administrator	\$30.00	per hour	For off hours, eveninas and weekends
Scoreboard operator	\$15.00	oer hour	Also needs to be oald for setup and tear down time.
Events that charge admission			
Decarlo Center	\$500.00	per basketball qame	Additional porter matron and security charges could be incurred. On site administrators fee will be incurred also
Wasmer Field	\$1,000.00	For youth football chamoionshios	Additional porter matron and secunty charges could be incurred. On site administrators fee will be incurred also
Wasmer Field	\$3,000	For high school football oames with paid attendance	Addtionalporter matron and security charges could be incurred. On site administrators fee will be incurred also
CYO	\$25 00/hr	By the hour	Addltionalporter matron and secunty charges could be incurred. On site administatorsfee w,11be incurredalso

Exhibit C
Resident Life Housing Fees

Room Type	Bathroom Type	Cost per Light, per Person
Double w/o AC	Community Bathroom	\$25.00
Single w/o AC	Community Bathroom	\$30.00
Double with AC	Community Bathroom	\$35.00
Single with AC	Community Bathroom	\$40.00
Double in Bernet	Suite Style Bathroom	\$45.00
Single in Bernet	Suite Style Bathroom	\$50.00
Double in Murphy	Community Bathroom	\$40.00
Double in Murphy w/Bath	Private Bathroom	\$50.00
Single in Murphy Suite	Suite Style Bathroom	\$50.00
Single in Murphy w/Bath	Private Bathroom	\$55.00
Athletic Camps (No AC)	Community Bathroom	\$20.00
Linen		\$15.00/ bed*