

SOUTH CAROLINA STATE UNIVERSITY

EXTERNAL FACILITY RENTAL AGREEMENT

***This agreement applies to all event rentals by third parties. For purposes of University facility rentals, third party rentals include those events not sponsored or hosted by an official University department and approved by the Cabinet-level division head; events not sponsored or hosted by an official (registered and sanctioned) student organization and approved by the Vice President for Student Affairs; and events that are sponsored or hosted by non-students, former students, current students in their individual capacities, and/or current employees in their individual capacities. Questions regarding third party rental status should be referred to the Vice President for Finance.

This FACILITY RENTAL AGREEMENT (“Agreement”) is made and is effective upon the date of the last signature affixed hereto below (the “Effective Date”), by and between SOUTH CAROLINA STATE UNIVERSITY, a state-assisted institution of higher education established and existing under the laws of the State of South Carolina (the “University”) and _____ (“Entity”). University and Entity may collectively be referred to herein as the “Parties” and each individually as a “Party.”

TERMS AND CONDITIONS

1.0 THE FACILITY.

1.1 The Rented Facility. University does hereby rent to Entity and Entity does hereby accept from University the enjoyment and use of University’s _____ (the “Facility”), at the following dates and times (collectively the “Rental Period”):

<u>Facility</u>	<u>Date(s)</u>	<u>Time(s)</u>
_____	_____	_____

1.2 Use of the Facility.

(a) The Facility is to be used by Entity during the Rental Period for the sole purpose of the following activity/event: _____ (the “Event”). The Event may not vary without prior written approval of University.

(b) The Rental Period, in addition to the Event, will be used by Entity to set up and remove event-related equipment, signage, and such other physical arrangements as may be necessary for the Event.

(c) Entity will provide the University’s Office of Facilities Management with a written request of technical requirements and any other equipment requirements no later than five (5) business days prior to the event, which may incur additional fees. Changes to the technical and equipment requirements thereafter may result in additional fees.

(d) The University's catering practice is longstanding and was adopted to uphold University standards for high quality, good value, and safety in all campus food service. All groups must use the University’s Catering Services for catered events. No outside caterer shall provide food service on behalf of Entity absent the University’s expressed written approval. All donated food or food service must have written approval from the University’s food service vendor at least one (1) week prior to the event. Any alcoholic beverages must be sold and served by the University's Catering Services, including donated alcoholic beverages. A bartender fee will apply when donated alcoholic beverages are served.

(e) Entity agrees to abide by all South Carolina State University policies and procedures, including those policies and procedures concerning minors on campus, with the use of the Facility.

2.0 CONSIDERATION AND INSURANCE.

2.1 Payments.

(a) Rental and Deposit. As payment for use of the Facility, Entity shall pay to University the sum of all Rental Fees as stated below, to be paid in full by _____. All payments hereunder shall be received by the University no later than five (5) business days prior to the event and shall be submitted to the following attention: _____, South Carolina State University, 300 College Street NE, Orangeburg, SC 29115. Only cashier’s checks or money orders may be accepted as payment and shall be made payable to “South Carolina State University.”

The University's event planning practice is longstanding and was adopted to uphold University standards for high quality and good value in all events on campus. All groups must use the University’s facilities contractor for event setup and cleanup. Entity shall enter into a separate agreement and financial arrangement with the facilities contractor for setup and cleanup charges. The facilities contractor may be contacted at event@scsu.edu.

No outside vendor for any service during the Rental Period of this Agreement shall be utilized without the prior written consent of the University’s Vice President for Finance.

Rental Fees:

Flat Fee: _____
Security: _____
Equipment Fee: _____
Total: _____

(b) The rental fee includes utilities used in the facility, as well as the following fixtures and/or equipment, if applicable: (list here all items to be rented) _____
_____.

(c) Unless otherwise stated in Section 2.1(b) above, the flat rental fee does not include police and/or security and other support personnel, equipment charges, etc. University will determine the number of security personnel needed to produce Entity’s Event.

(d) Entity may be billed for additional, unanticipated charges upon completion of the event. All such additional charges shall be due thirty (30) days from completion of the event. Any charges not paid thirty (30) days from invoice date will begin to accrue penalties.

2.2 Rights of University upon Non-Payment or Late Payment; Cancellation by Entity.

(a) Possession of the Facility. University shall not be obliged to render possession of the Facility to Entity until all payments required under this Agreement have been made, as required under Section 2.1.

(b) Failure to Make Payments When Due. If Entity should fail to --

(1) make all payments required in accordance with Section 2.1; **or**

- (2) satisfy the insurance requirements in accordance with Exhibit A,

then University shall have the right to cancel this Agreement and to retain all amounts of money previously paid on account of this Agreement as liquidated damages and not as a penalty. The Parties agree that such amounts are reasonable in light of the anticipated or actual harm to University caused by the non-payment of the total rental amount by Entity.

(c) Cancellation by Entity. Should Entity cancel this Agreement within fourteen (14) days prior to the event, then Entity shall reimburse University for any expenses used to prepare the facility for the event.

2.3 Insurance Requirements. In accordance with the provisions of Exhibit A, attached and incorporated herein by reference, Entity will purchase at its sole expense and have in effect during the entire term of this Agreement the insurance coverages and limits set forth in Exhibit A. Entity understands and agrees that University may increase insurance requirements, in its sole discretion, based upon the nature and activity of the Event.

3.0 MATERIALITY OF TERMS AND CONDITIONS.

Time is of the essence to this Agreement and all of the foregoing and following terms and conditions contained herein are material to the agreement of the Parties. Each Party agrees to observe, keep, and perform all such terms and conditions, a breach of any of which shall constitute a breach of this Agreement.

4.0 UNAUTHORIZED OR IMPROPER USE OF FACILITY.

4.1 Misuse of Property. In the event that Entity shall use or attempt to use the Facility for any purpose other than that specified in Section 1.2(a), or in the event that Entity shall in any other respect fail to observe and fulfill its agreements herein contained, or if any use or proposed use of the said Facility shall, in the reasonable judgment of University, be in any way contrary to law or adverse to the academic objectives or the policies of University, or otherwise improper or detrimental to the reputation of University, then University without notice to Entity shall have the right, at its option, to cancel this Agreement and take immediate possession of the Facility and all rights of Entity shall thereupon terminate.

4.2 Health and Safety. Entity hereby agrees to conform its activities and those of its invitees in a manner that will not prevent or impede University's ability to provide a healthy and safe environment for its students, faculty, and staff.

4.3 Safety and Security. The University President and/or the University's Chief of Police has the right to postpone or cancel any event that is deemed as presenting, or potentially presenting, a danger to the safety or security of the campus, the campus community, and/or the public. Entity hereby agrees to waive any and all claims, demands, and damages against the University, its trustees, officers, agents, and employees arising out of such a safety concern to motivate cancellation. Entity shall require that its officers, agents, employees, representatives, and invitees follow the lawful directions of Facility security personnel during the Rental Period.

5.0 INDEMNIFICATION; RESPONSIBILITY.

5.1 Indemnification. Nothing in this Agreement shall in any way be deemed or construed to constitute a waiver by South Carolina State University of its sovereign immunity under the Constitution of the State of South Carolina, the Constitution of the United States, and the laws of South Carolina.

Entity hereby agrees to indemnify, defend, and hold harmless South Carolina State University and its trustees, officers, employees, agents, and representatives from any and all suits, claims, demands, causes of action, damages, liabilities, costs, expenses, and attorneys' fees arising out of its breach of this Agreement, or its actions or omission or inactions related to this Agreement, provided that the University shall notify the Entity within a reasonable time of its gaining knowledge of any such claim or litigation to which this indemnity shall apply.

5.2 Responsibility for Property Damage. In case of damage of any kind to the Facility or other property or equipment of University arising out of any act or omission described in Section 4.1, Entity shall pay such amounts as shall be necessary to put the said Facility or other property, including personal property and equipment of the University, as the case may be, in as good an order and condition as the same were at the commencement of this Agreement.

5.3 Infringement of Intellectual Property. Entity warrants and represents that no copyrighted music, videos, movies, photographic images, or other sounds or images owned by another ("Intellectual Property") shall be played, displayed on, broadcast from, or otherwise presented during the Event unless Entity has the legal authority to use the Intellectual Property in the manner in which it is actually being used during the Event.

6.0 LIMITS OF UNIVERSITY'S LIABILITY; RENTER'S RELEASE.

The University shall not be liable for any loss of property or for any bodily injury, however incurred (including, but not limited to, damages arising from the infringement of Intellectual Property or the provision of food or beverages during the Event), that is incurred or suffered by Entity, its agents, employees, representatives, or invitees, on or in proximity to the Facility during the term of this Agreement. University is hereby expressly released and discharged from any and all liability for any loss, injury, or damages to such persons or property.

7.0 ASSIGNMENT.

This Agreement shall not be assigned by Entity, nor may Entity sublease or sublicense said Facility, or any part thereof, or permit any business or activity on the Facility other than the use specified in Section 1.2.

8.0 LIMITED LICENSE.

8.1 License. Subject to the terms and conditions contained in Sections 8.2 and 8.3, the University (the "Licensor") hereby grants to _____ (the "Licensee") a non-exclusive, non-transferable, revocable, limited license to make, reproduce, convert between media, and/or use:

- (a) videos, still photographs or other images of University-owned real property located on, in, or near the Facility; and
- (b) the approved name and stylized name of the University.

8.2 Limitations on Approved Uses. The limited license granted under Section 8.1 may be used only for the following purposes:

- (a) to display on tickets and invitations for the Event and/or on private notes of appreciation after the Event; and

(b) to memorialize the Event for the private use of the Entity.

8.3 Prohibitions. In no Event shall the images, name, stylized name, and/or seal of the University, or any other intellectual property of the University:

(a) be used for commercial purposes; or

(b) be used in conjunction with any disparaging statement or comment about the University or any of its Trustees, employees, agents, representatives, or students (“Covered Persons”), or be used in any disparaging way or in a way that portrays the University or a Covered Person in a false light, or otherwise subjects it or them to public ridicule or disgrace.

8.4 Reservation of All Other Rights. Except for the rights specifically granted under this Section 8.0, the Licensor hereby reserves all right, title, and interest in and to University Intellectual Property.

9.0 GOVERNING LAW.

This Agreement shall be governed according to the laws of the State of South Carolina. The Parties hereby submit to personal jurisdiction in Orangeburg County, South Carolina and all actions arising out of this Agreement shall be brought exclusively in a court of appropriate jurisdiction within Orangeburg County, South Carolina.

IN TESTIMONY WHEREOF, the Parties have caused this External Facility Rental Agreement to be signed by duly authorized officials with contracting authority to execute this Agreement.

SOUTH CAROLINA STATE UNIVERSITY _____
(University) (Entity)

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

Reviewed by Facilities:

Signature/Name

Date

EXHIBIT A
INSURANCE PROVISIONS

AS REQUIRED:

A.1 Minimum Amounts and Types. Entity will purchase at its sole expense and have in effect at least **10 days prior** to the Rental Period and maintain through the last day of the Event (the “Insurance Period”), the following insurance coverages and limits, all written on an occurrence form:

Type of Insurance	Limits
<i>Commercial General Liability</i> General Aggregate Each Occurrence Limit	\$2,000,000 \$1,000,000
<i>Automobile Liability</i> (including all owned, non-owned, leased, and hired vehicles)	\$1,000,000
<i>Workers' Compensation & Employers' Liability</i> (Covering Entity’s Employees)	Statutory Limits
<i>Excess Liability</i> Each Occurrence Limit; General Aggregate Limit	n/a

A. 2 Effect of Coverage. The coverages and limits specified in A.1 are to be considered minimum requirements under this External Facility Rental Agreement and shall in no way limit the liability or obligations of Entity hereunder. Additional insurance may be required based upon the nature of the event. If required, Entity agrees to provide proof of additional insurance within the timeframe described above.

A. 3 Certificates of Insurance. Prior to the commencement of the Period of Insurance, Entity shall provide one or more Certificates of Insurance to the University via Racquel Carter at rcarter@scsu.edu. Such Certificate(s) shall:

- (a) evidence the coverages and limits described in paragraph A.1; and
- (b) name “**SOUTH CAROLINA STATE UNIVERSITY, ITS BOARD OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS**” as “Additional Insureds” on the general liability policy.

A. 4 Other Insurance Terms and Conditions. The insurance coverages and limits described in paragraph A.1 shall be primary, with any liability insurance of University as secondary and noncontributory. Entity hereby agrees and warrants that Entity’s insurance policies, coverages, and limits will be promptly and properly endorsed to reflect the requirements of the preceding sentence. Entity will not do, nor permit to be done at the Facility, or bring or keep anything thereon, that will in any way conflict with the policies of insurance thereon or increase the premium beyond that usually charged for the same or comparable uses of the Facility.