

# FERRIS STATE UNIVERSITY

## FACILITIES USE AGREEMENT

Organization Name: \_\_\_\_\_

[hereinafter referred to as "Organization"]

Date of Event: \_\_\_\_\_

Facilities: \_\_\_\_\_

Intended Use of Facilities (Purpose): \_\_\_\_\_

Cost for Use of Facilities: \_\_\_\_\_

Other Terms and Conditions: \_\_\_\_\_

Name of Organization Representative: \_\_\_\_\_

[**Note:** Individual must have authority on behalf of the Organization to bind Organization to the terms of this Facilities Use Agreement.]

**Title of the Organization Representative:** \_\_\_\_\_

I, the undersigned, representing the above Organization understand and agree that Organization will abide by and be bound to the following terms and conditions in consideration of Ferris State University allowing Organization to use the facilities listed herein.

1. The University has the right to approve or reject all applications for use of University facilities and priority will be given to University affiliated groups, committees, and organizations.
2. Organization will conform to and comply with all of Ferris State University's policies, rules and regulations and comply with all applicable municipal, county, state, and federal ordinances, laws, rules and regulations in using the premises, and will not use the premises so as to create any nuisance, or in a manner that tends to increase the risk of fire or liability, or the cost of fire or liability insurance on the premises.
3. Organization shall use Ferris State University facilities only for the purposes identified by Organization, above.
4. Organization shall maintain general liability insurance as deemed appropriate by Ferris State University's Risk Management Officer and shall provide proof of such insurance to Ferris State University. [Contact the Risk Management Officer at (231) 591-3848 for information concerning appropriate coverage.]
5. Organization shall reimburse Ferris State University for all damages to property incurred by Organization's use of said facilities.
6. Organization shall defend, indemnify, and hold harmless Ferris State University, its officers, agents, and employees, from and against any and all actions, suits, demands, losses, claims, liabilities, and expenses (including reasonable actual attorney's fees and costs), by whomsoever brought or alleged, including, but not limited to, those arising out of bodily injury, death, or damage to property, which may be imposed upon, incurred by, or asserted against Ferris State University allegedly or actually arising out of or resulting from (i) Organization's breach of this Agreement; or (ii) the negligent act or omission of Organization's officers, employees, or agents in any way related to this matter.

The foregoing indemnity from Organization shall include the claim of any agent, employee, or invitee of Organization, including claims arising from the presence of such persons on or about Ferris State University's premises, and claims alleging or involving joint, concurrent, or comparative negligence, but such indemnity shall not extend to liability directly resulting from the sole negligence of Ferris State University or its related parties.

7. Organization will provide sufficient, competent, adult supervisor as mutually agreed upon by Organization and Ferris State University. If Ferris State University personnel are used to supervise programs of sponsoring groups, an additional charge as deemed appropriate by Ferris State University, will be paid by Organization.
8. Unless otherwise expressly approved by Ferris State University, possession or consumption of alcoholic beverages or illegal drugs in any form will not be permitted on Ferris State University property at any time. Any person under the influence of intoxicating alcoholic beverages or illegal drugs shall be denied opportunity to participate in any manner.

To the extent Ferris State University has expressly approved the sale of alcoholic beverages at \_\_\_\_\_ (event, location, date and time), Organization represents and warrants to Ferris State University that a valid one-day special license has been obtained from the Michigan Liquor Control Commission, permitting the sale of alcoholic beverages on the Ferris State University facilities for the duration of Organization's use thereof under this Facilities Use Agreement, and agrees that any activities involving the possession, consumption or sale of alcoholic beverages shall be conducted in strict compliance with the terms of the special license and applicable state laws and regulations.

Organization agrees that the unlicensed or illegal possession, consumption or sale of alcoholic beverages is not permitted on Ferris State University property at any time. Any such person and those otherwise displaying disorderly or inappropriate behavior, whether or not related to alcohol consumption, shall be denied opportunity to participate in any manner. Organization further agrees that the possession, consumption or sale of illegal drugs in any form, is not permitted on Ferris State University property at any time. Any person under the influence of illegal drugs shall be denied opportunity to participate in any manner.

Organization shall also provide evidence of liquor liability insurance coverage in the amount of at least \$1,000,000 with Ferris State University being named as an additional insured.

9. Organization will not use facilities for events that would discriminate against an individual on the basis of race, color, creed, religion, national origin, sex, age, height, weight, marital status, veterans status, sexual orientation, or disability.
10. Display materials used or distributed on Ferris State University's campus must be approved by Ferris State University and must be removed immediately after the event.
11. Gambling, raffles, bingo, or other games of chance are strictly prohibited in Ferris State University facilities.
12. No programs for secret purposes or for teaching or promoting any theory or doctrine of a subversive nature shall be held in Ferris State University facilities.
13. Programs interfering with regular school work or programs considered a nuisance by Ferris State University officials shall be prohibited.
14. Ferris State University shall not be liable for failure to provide facilities or services under this Agreement in the event such failure is a result of Acts of God, inclement weather (as deemed by Ferris State University), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond Ferris State University's control. In such an event, Ferris State University will not be required to provide special notification or provide or arrange for alternative facilities for use by Organization.
15. In the event Organization breaches any terms of this Agreement, Ferris State University may immediately terminate this Agreement and Organization's right to use Ferris State University's facilities without liability and

penalty to Ferris State University.

I, THE UNDERSIGNED, WHO HAS AUTHORITY TO BIND ORGANIZATION TO THE TERMS OF THIS FACILITIES USE AGREEMENT, HAVE READ THEM, UNDERSTAND THEM, AND AGREE THAT ORGANIZATION WILL BE BOUND BY THEM.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Organization Representative

\_\_\_\_\_  
Witness