

**OUTSIDE GROUP FACILITIES AGREEMENT – FACILTIES FEE WAIVED**

Responsible Party: Name/Group

 Mailing Address

 Email

 Phone #

Date Prepared: date

Event Date: date

This Outside Group Facilities Agreement is made and entered into between St. Olaf College, herein called “College” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein called Off-Campus Group (“OCG”).

1. **THE EVENT.** This Agreement is for the use of

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| --- | --- | --- | --- |
| **Space** | **Date** | **Time** | **Room set / services** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Staffing |  |  |   |

College reserves the right to substitute comparable space should it be required.

Estimated attendance:

Signed agreement is due: date (immediately)

Insurance certificate due: date (30 days prior to event)

All arrangements must be confirmed with sponsoring department Office by: date

Changes to space reservations (including room set and media) can be made through date without penalty. Changes made after this date cannot be guaranteed.

1. **PAYMENT.** College has agreed to waive facilities rental fees for this OCG event.
2. **SERVICES.** Routine services include use of facilities on an “as is” basis (for instance classrooms arranged in their normal manner.) Facility and equipment set-ups and breakdowns varying from these norms will be considered extra services and additional fees will apply. Furnishing of media equipment (projectors, screens microphones and amplifying systems, etc.) is considered extra service and is charged for as arranged with the College at least ten working days prior to the event. OCG may not dig, hammer stakes, etc. without Institution’s written permission. Any damage caused by OCG will be OCG’s responsibility.
3. **FACILITY RULES.**  OCG is required to adhere to all College policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. All individuals must abide by Minnesota state laws, federal laws and College regulations. A copy of the College’s regulations will be provided to the OCG upon request.

4.1 Food and Beverage: Bon Appetit is the exclusive caterer of the College. All food and beverage arrangements must be arranged directly with Bon Appetit including dining in Stav Hall and reservations for the King’s Dining Room. Bon Appetit can be reached at 507-786-3763 or catering@stolaf.edu.

4.2 OCG will be responsible for obtaining any licenses or permission to perform, broadcast, transmit or display any copyrighted works (including music, audio, or video recordings, art, etc.) which OCG may use or request to be used at the College. Audio recording, video recording, and streaming services are available through the St. Olaf Broadcast/Media Services department. The College must approve all outside recording/media companies; access fees may apply.

4.3 OCG and its participants will abide by Minnesota State and Federal laws regarding intoxicants, narcotics and drugs.

4.4 Consumption of alcoholic beverages is not permitted on College property.

4.5 Smoking is not permitted in any College building.

4.6 Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed on College property.

4.7 Except for service animals, animals are not allowed on College property.

4.8 Candles, hot plates or similar appliances are not permitted nor is any type of cooking.

4.9 Any damages or additional custodial needs as a result of OCG’s use of the College facilities will be billed directly to OCG.

4.10 The College reserves the right to determine what can be sold on campus and where. Vendors are expected to stay behind the table provided and to not solicit students or staff. Any sells through credit cards must be handled in a PCI compliant manner and cannot be connected to any St. Olaf network. Advertising is allowed in designated areas and in accordance to College policy.

4.11 All College speed limits are parking regulations must be followed by all OCG participants. There is no reserved parking for OCG staff or guests. Security officers are not assigned to OCG event except by special arrangements made in advance, and additional fees will assessed.

5. **PUBLICITY:**  Any publicity concerning the event may not refer to the College in such terms as “sponsored by,” “hosted by,” or “in collaboration with,” or any other language which states or implies that the event is a function or activity of the College without the written permission of the College. All requests must be submitted in writing at the time the facilities use agreement form is submitted to the College. College reserves the right to review and approve the content of any publicity material, whether printed or in electronic media, prior to the dissemination of such material. Signage for Event - All OCG on-campus signage must be approved by the College prior to display. All OCG on-campus signage may only be posted in areas and manner as determined by College Conference Coordinator.

6. **SUPERVISION OF GUESTS**: All participants in the OCG are under direct supervision and control of the OCG. OCG will take full responsibility for the actions of all its participants. The College retains the right to require OCG, or any of its participants, to leave the College premises if the College feels that circumstances require it.

7. **EVENTS WITH MINORS AS ATTENDEES:** College is committed to promoting the safety and well-being of students, youth and others who are entrusted to the College’s care. The College has adopted the *St. Olaf Policy for the Protection of Minors* to describe requirements placed on administrators, faculty, staff, students, volunteers and all others working with minors – to promote their protection, to fulfill the College’s obligation to provide the best possible experience for any minor visiting campus. This policy requires OGC to meet the following:

* Behavior of Participants. OGC communicate Guest Policies and Behavior Expectation form. Upon request, the College will provide an example for OCG to reference or use.
* Required Background Checks. Upon request, OCG agrees to provide proof that its employees, independent contractors or agents who will have potential one-on-one contact with minors at the Event have successfully passed a background check.
* Sexual Abuse Awareness Training. OCG agrees that its employees, volunteers and agents who will be on campus shall have successfully completed an appropriate sexual abuse training course. Upon request, OGC agrees to provide proof of completion. Contact College for training options. The training is not required if all minors attending the event are under the care of their parent or guardian during the entire event and are not left in the care of the OCG employees, volunteers, or agents.
* Supervision. Any OCG having participants or participant dependents under age 18 must provide adequate adult supervision at all times during the OCG scheduled dates on campus.
* This includes resident supervision of overnight guests in College residence halls of one (1) adult supervisor for every fifteen (15) high school or middle school participants and one (1) adult supervisor for every ten (10) elementary or younger participants. The OCG shall provide one (1) adult representative to remain on college property at all times during the event.
* College is not responsible for members of the OCG who leave college property during their contracted stay.
* Parental Releases - OCG agrees that every minor child, unaccompanied by a parent, shall have on-site and in possession of the OGC, a medical release for hospital treatment or treatment by a physician, signed by one or both of the child’s parents, to allow for treatment should injury or accident occur.

8. **EVENTS INVOLVING SCHEDULED PHYSICAL ACTIVITY.** OCG shall require all participants and supervisors to sign an assumption and acknowledgement of risk form that includes a detailed description of the event’s risks and potential injuries. OCG shall require all participants and supervisors to sign a waiver form waiving all claims against the “Releasees” as described in Section 10. with respect to or arising out of, any death or any injury that may be suffered or sustained by the participant or supervisor as the result of any OCG’s actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to participant or supervisor on [Institution] property including but not limited to any property placed by participant or supervisor in or about Institution buildings, properties or facilities

9. **NOTICE**. OCG agrees to provide timely notice to the College of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate same.

10. **WAIVER OF LIABILITY.** The College, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at the College’s direction (collectively referred to as "Releasees") shall not be liable or responsible in any way for, and against the College with respect to or arising out of, any death or any injury that may be suffered or sustained by OCG or any employee, invitee, guest, or agent of OCG or any other person as a result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to OCG or any employee, invitee, guest, or agent of OCG on College property including but not limited to any property placed by OCG in or about college buildings, properties or facilities. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

11. **INDEMNIFICATION.** Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys’ fees (collectively, “Claims”), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives; and (iii) any Claims arising out of OCG’s failure to comply with Other Sections of this Agreement.  This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party. If OCG requires its participants to sign a hold harmless and / or an indemnification agreement, such agreement shall release St. Olaf College in the same manner as OCG. The provisions of this paragraph shall survive the termination of this Agreement with respect to any indemnifiable actions occurring prior to such termination of this Agreement.

11. **INSURANCE.** OCG shall provide a certificate of insurance for the coverages listed in the paragraph below no less than ten (10) days before the event. The Institution should appear as an additional insured on all policies of insurance except for any required auto and workers compensation insurance. The certificate of insurance shall also indicate that there is no applicable cross suits liability exclusion (allows an insured to sue another insured). OCG and its insurers agree to waive their right of subrogation against the Institution for any general liability, auto liability and workers compensation claims made against OCG’s policies. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.

Limits of Insurance: OCG shall provide evidence of a) Commercial General Liability (CGL) insurance or OCG's Liability Insurance (TULIP or Special Events) of an amount of not less than $1 million per occurrence. If the use of facilities includes physical activities, such as sports camps, clinics or pool, the CGL limit shall be $2 million per occurrence with no athletics activities exclusion. b) Owned, Non-owned and Hired Auto Liability insurance of an amount of not less than $1 million per occurrence. c) Any OCG with OCG employees on campus shall provide evidence of statutory Workers Compensation insurance and $100,000 of Employers Liability insurance. d) Any OCG with minors on campus shall provide evidence of Sexual Misconduct / Abuse Liability insurance of an amount of not less than $1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. e) Any OCG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than $ 2 million per occurrence / $ 2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable. If OCG is a wedding or family reunion only a) is required. NOTE: OCGs unable to provide proper evidence of the required insurances can be directed to <http://www.eiia.org/about.asp> to purchase a TULIP policy through the EIIA Special Events program.

12. **AMERICANS WITH DISABILITIES ACT** The College represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (hereinafter “ADA”). The facilities and services will be appropriately accessible to persons with disabilities. The College agrees to hold harmless the OCG, its officers, directors, employees, and agents from and against any claims resulting from the College’s failure to comply with ADA standards for access to its premises and services.OCG agrees that it shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. OCG shall be solely responsible for the cost of any such auxiliary aids and services. OCG agrees to hold harmless the College, its officers, directors, employees, and agents from and against any claims resulting from OCG’s failure to comply with ADA standards for access to its program and services. It is the responsibility of OCG to include the following passage in all literature and registration material: “Individuals needing special assistance (ADA, allergies, etc.) should notify OCG.”OCG must advise the College of any and all requests for special assistance at least thirty (30) days prior to the onset of the event.

13. **TERMINATION.** If, through any cause, OCG fails to fulfill in a timely and proper manner any of OCG’s obligations under this agreement, the College has the unilateral right to terminate this agreement and not permit OCG to utilize college’s premises or services for the reasons described above by giving written notice to OCG of such termination. In the event of such cancellation, the contract is null and void and College shall be discharged from any obligations to OCG.

Force Majeure – In the event that College buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, OCG hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

14. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

15. **CHOICE OF LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Dakota County, Minnesota

Please sign and date the agreement. Return to the St. Olaf Conferences and Events Office. A counter signed copy will be sent back for your records.

I have read and agreed to the above arrangements.

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Authorized signature Conference and Events

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Organization name St. Olaf College

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Date Date