



EVENT MANAGEMENT, DINING, AND HOSPITALITY *Illinois State University*

PUBLIC AND NONPROFIT CLIENT FACILITY AGREEMENT

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of its Bone Student Center, Braden Auditorium, and Brown Ballroom (“Venue”), shall commence and expire on the above stated date(s) and times. The parties agree to the following terms and conditions.

CLIENT TYPE AND AUTHORIZED USER INFORMATION

The Venue will have sole discretion to determine the client type. The Client is bound by the procedures and rates as outlined by the client type.

Any persons designated as authorized users can request services for this event(s) in the name of the Client. As the Client, and by providing the authorized users' names, the Client is agreeing to pay for any services requested by the Client and/or authorized users associated with the Client's event(s).

- Public clients do not fall within any other designated client type.
- Nonprofit clients must provide proof of nonprofit status and provide payment from an organizational account.

EVENT DETAILS

Please review the detailed information outlined above and on any subsequent banquet event order to assure the accuracy of the event's requirements. The Venue reserves the right to adjust space based on utilization and availability.

The Client needs to provide preliminary details of their event needs (room configuration, catering, equipment, and labor) no later than 15 business days prior to the event. Major events, as defined by the Venue, and all conferences must provide preliminary details 30 business days prior to the event. Final details must be provided 7 business days prior to an event. This includes room configuration, catering, equipment, and labor charges. Failure to meet this deadline may result in the cancellation of the event.

Please note that prices are evaluated annually and any changes to rates go into effect July 1 of each year.

CATERING

All catering within the Bone Student Center and Braden Auditorium must be provided through the Venue. Any group that brings in outside food or beverage will be asked to remove the items immediately. University and State of Illinois Health Code policy and liquor licensing regulations prohibit the removal of catered food or beverage from any event. The guaranteed guest count is due 5 business days prior to an event. The guaranteed guest count

cannot be lowered after this date. The Client will be charged for the guaranteed guest count or actual guest count, whichever is greater.

ALCOHOL

Event Management, Dining, and Hospitality (EMDH) holds a *caterer retailer license* through the State of Illinois. This license allows the service of alcoholic beverages only at events that serve a catered meal or hors d'oeuvres equivalent to a meal that is provided by EMDH.

All events serving alcohol must complete EMDH's alcohol addendum listed below.

PAYMENT

Events must be paid in full 5 business days before the event. All payments made to the Venue are non-refundable. Public Clients can pay by check or with credit card. Nonprofit organizations can pay by organizational check or credit card. Taxes will be charged unless tax-exempt status is provided before any payment is made. Checks should be made payable to Illinois State University and mailed to Event Management, Dining, and Hospitality (EMDH), Campus Box 2650, Normal, IL 61790-2650 or dropped off at the Event Services and Catering Office located at the Bone Student Center. Credit card payment can be made over the phone, in-person, or online using the secure website, TouchNet Marketplace using the following link

https://secure.touchnet.com/C20868_ustores/web/product_detail.jsp?PRODUCTID=2294&SINGLESTORE=true

Please include the event number(s), found on the Agreement, when making a payment.

Payment Schedule

- At the time of reservation, a non-refundable deposit of 30 percent of the total estimate is due.
- Six months before an event, 50 percent of the total estimate is due.
- 30 days before an event, 75 percent of the total estimate is due.
- Five days before an event, the remaining balance is due.
- Any charges incurred on the day of an event will be billed immediately following the event and payment is payable upon receipt of the bill.

Payment Schedule for Wedding Receptions

- At the time of reservation, a non-refundable deposit of 20 percent of the food and hosted beverage minimum is due.
- Nine months before an event, 30 percent of the food and hosted beverage minimum is due.
- Six months before an event, 30 percent of the food and hosted beverage minimum is due.
- One month before an event, 20 percent of the food and hosted beverage minimum is due.
- Five days before an event, the remaining balance is due.
- Any charges incurred on the day of the event will be billed immediately following the event and payment is payable upon receipt of the bill.

Please indicate the payment method for your event:

- Check
 Credit Card

Tax Exempt Status *must provide tax-exempt letter when sending in Agreement*

Yes No

OTHER CHARGES AND DAMAGES

Additional charges for the event may be incurred if the Venue determines more personnel or equipment is required for the event. This includes, but is not limited to, events scheduled outside of normal operating hours or as the result of a risk assessment.

All labor charges will be incurred in 30-minute increments. If the event ends early, labor will be charged for the event's scheduled time.

If the Client requests a room set-up that is different than the one originally agreed upon, they will be billed per labor hour to re-set the room. Any excessive clean-up or additional security charge related to an event will be charged to the Client. Any damages or security charges related to the inappropriate behavior of an event guest or performer will be charged to the Client.

TICKETED EVENTS

Events booked in Braden Auditorium must use the Ticketmaster system when selling tickets. No other ticketing system is allowed. The Client must notify their event planner at least 30 business days prior to the desired on-sale date in order to accommodate ticket sales. Credit cards are the only acceptable method of payment for ticket purchases. Tickets can be purchased by calling the Braden Box Office at Illinois State University at 309-438-5444, online by visiting www.ticketmaster.com or in person at the Bone Student Center.

SHIPPING AND STORAGE

EMDH strongly discourages items to be shipped to the Venue. If a delivery is necessary, the Client must contact their event planner for approval and instructions. The Venue will not accept responsibility for any damaged or lost items.

All items including, but not limited to, props, displays, vendor merchandise, etc., must be brought in and removed within the contracted time by the Client, unless previous arrangements have been made with their event planner.

DECORATIONS

Table decorations may utilize tea lights, votive candles, or domed candles per event planner approval. Open flames, glitter, and confetti are not permitted.

The Venue is not responsible for items left behind. It is the responsibility of the Client to remove their materials or equipment upon conclusion of the event.

Smoke machines or other items producing smoke or haze by any method (only allowed in Braden Auditorium and Brown Ballroom) must be approved at least 30 business days prior to an event.

SIGNAGE

Posters, banners, flyers, table signs, etc. are only permitted in the event room, directly outside of the event room, or at a concourse table that is reserved by the Client. These items are not to be passed out or displayed in any other areas of the Bone Student Center. If these items are found, they will be discarded. These items may not be attached to the walls, ceilings, or other surfaces.

ROOM SAFETY

To keep guests and staff safe during an event, the Client and guests must follow the rules listed below.

- The number of guests in a room must not exceed the room's capacity.
- All aisles leading to exit doors must be kept clear and unobstructed.
- Exit doors must not be fastened or obstructed to ensure that the doors can be readily opened.

POLICIES, PROCEDURES AND GUIDELINES

The individual or organization sponsoring the event shall be responsible for all costs incurred including, but not limited to, clean-up, special construction, set-up costs, security, EMT, insurance, and facility operations as the University deems necessary. The individual or organization sponsoring the event is also responsible for making sure that University Policies are followed by the group and its invitees during the event. Violation of university policies, including violations by invitees, could result in sanctions for the group or individuals responsible for the event, in accordance with applicable University policies including but not limited to the Student Code of Conduct, University policies applicable to employees, and other available methods.

The Client agrees to follow all local, state, and federal law and regulations and abide by all University Policies and Procedures, some of which are outlined below. Violation of these or any other University policies may result in suspension of reservation privileges. Please refer to the University Policy and Procedures website at <https://policy.illinoisstate.edu> for more information.

UNIVERSITY FACILITY AND SPACE USE POLICY AND USE OF FACILITIES AND PUBLIC SPACES PROCEDURES

The full procedures related to University Use of Facilities and Public Spaces Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/>.

SALES

The Venue must approve all merchandise sales at the time the event is booked. All sales efforts must be consistent with state, local, and University regulations. The Venue will not be held liable in any way for the suitability, authenticity, quality, or safety of merchandise sold. Event sales for promotional items involving the following are not permitted:

- Selling food, beverages, alcohol, or tobacco products

- Promoting credit card companies and gambling
- Direct sales by off-campus groups for any services or products
- Sales or marketing efforts in direct competition with goods and services provided in the Bone Student Center

LICENSED MEDIA, GAMES, AND MOVIES

Most media, games, and movies are licensed for private or home use only. As a public venue, the Venue's facilities are restricted from making available rooms, spaces, and equipment for activities that involve illegal use of media, games, movies, etc.

The Client who wishes to use games, media, movies, etc. must show proper authorization and licensing before reservations are accepted.

SMOKE AND TOBACCO-FREE CAMPUS POLICY

The University is a smoke-free, tobacco-free campus. State law prohibits smoking, vaping, and the use of tobacco on campus property. Campus property includes buildings, grounds, and parking lots. Please refer to the Illinois State University Smoke and Tobacco-Free Campus Policy at <https://policy.illinoisstate.edu/health-safety/5-1-7.shtml>.

WEAPONS AND FIREARMS-FREE POLICY

All persons are prohibited from possessing any weapon or firearm on the property of the University except as provided in the Illinois State University Concealed Carry and Prohibited Weapons Policy at <https://policy.illinoisstate.edu/health-safety/general/5.1.1Concealed%20Carry.shtml>.

ANIMALS

Public health laws prohibit animals from food service establishments except for service animals. Please refer to the Illinois State University Dogs, Cats, and Other Animals Policy at <https://policy.illinoisstate.edu/health-safety/5-1-9.shtml> and the Student Access and Accommodation Services Policies & Procedures at <https://studentaccess.illinoisstate.edu/policies/>.

CANCELLATIONS AND NO-SHOWS

The Venue can lose substantial revenue upon the unexpected cancellation or no-show of an event. Notice of cancellation must be received by the Event Services and Catering Office. The date that this notification is received by this office will be considered the cancellation date. The following rules apply:

- If cancelling a ticketed event in Braden Auditorium, and the ticket sales have already begun, the Client will be billed a cancellation fee \$1,000 in addition to \$0.25 per ticket sold.
- If cancelling 30 or more business days before an event, no additional cancellation fees are due unless specialty items were ordered for the event.
- If cancelling between 29 business days and eight business days before an event, the client will be billed 50 percent of the room rental fee plus the cost of any specialty items ordered for the event.

- If cancelling seven business days before the event, or if the client fails to show up, the Client will be billed for 100 percent of all the event charges listed on the banquet event order.

FORCE MAJEURE

The Venue in its sole discretion reserves the right to cancel an event. No claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of the Venue, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware services) (“a Force Majeure Event”). In the event of a Force Majeure Event, the Client will be responsible for payment of all nonrecoverable expenses incurred by the Venue prior to the date of the cancellation.

USE OF SPACE

The Client may use the identified University Facility for the limited purpose of the event(s) for the date(s) of the event(s).

EFFECTIVE DATE

This Agreement shall become effective upon signature of both parties and shall remain in effect through the specified date(s) of the event(s).

INSURANCE

Depending upon the type of event and related activities, all vendors may be required to provide proof of appropriate insurance coverage and/or additional loss prevention measures according to the procedures of the Event Review Committee. The Client may also be required to provide insurance as specified in the University Facility Insurance Requirements and/or by the Event Review Committee. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the event.

LIABILITY

The Client shall indemnify and hold harmless the Board of Trustees of Illinois State University its trustees, officers, agents, and employees, from and against any and all suits, actions, proceedings, claims, demands, assessments, judgments, costs, losses, liabilities and recoveries for injuries or death to any person including guests and invitees of the Client and for damage to property arising from the Client's use of the University Facilities. The Client shall defend against such suits, actions, proceedings, or claims provided, however, that such cause of action does not arise out of the direct negligence of the University or its agents.

ASSUMPTION OF RISK

The Client shall be responsible for the personal conduct, safety and welfare of its representatives, agents, and invitees. The Venue may, in its sole discretion, take whatever action it deems advisable with respect to such conduct. The Venue assumes no responsibility for any Client property brought into University Facilities by the

Client and/or its invitees and the Client releases the Venue from all liabilities for any loss, theft, injury, or damage to such property that the Client may sustain.

VENUE LIMITATION OF LIABILITY AND DAMAGES

The Client agrees to clear and leave the University Facility in a condition equal to or better than the condition when the Client entered the premises.

The Client also reimburses the Venue for the cost of any repair (other than normal wear and tear) to the facilities that arises out of or is in any way connected with the Client's use of the facilities. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party. The Venue shall not be responsible for any consequential, incidental, indirect, special, or punitive damages or for any lost profits, lost revenues or costs of cover. These limitations apply regardless of the legal theory under which such liability is asserted and regardless of foreseeability. For other claims, the Venue's maximum liability will not exceed in the aggregate the total charges paid by the Client under the Agreement.

FAILURE OF ENFORCEMENT AND SEVERANCE

The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or either party's right to enforce the terms of the Agreement.

BREACH

Failure to comply with any of the requirements of the Venue or this Agreement shall constitute a material breach of this Agreement and shall entitle the Venue to cancel this Agreement. In the event of such cancellation, the Venue shall be entitled to any money deposited as well as the reimbursement for any expenses it incurred pertaining to the Agreement. A waiver by the Venue of any breach of these conditions or any other condition in this Agreement shall not be held to constitute a waiver of any other breach or failure on the part of the Client.

UNIVERSITY POLICIES, COMPLIANCE, AND GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois. The Client agrees to comply with all applicable government laws and regulations and agrees to comply with all policies, rules and regulations of Illinois State University (including but not limited to restrictions regarding smoking on premises, access to premises, and use and sale of alcohol on university premises).

NOTICES

All notices shall be sent to the Client's address on file.

MODIFICATION AND AMENDMENT

This Agreement (and all attachments thereto) shall constitute the entire Agreement between the parties. The Agreement may not be assigned by either party without prior written consent of the other party. The Agreement may not be modified by either party unless agreed by both parties in writing.

PROTECTION OF MINORS POLICY

Illinois State University is committed to ensuring a safe and secure environment when University faculty, staff, and students have Direct Contact with minors. The purpose of the Protection of Minors Policy is to ensure that minors are provided appropriate treatment and protections when participating in programs and/or activities being held on property owned or controlled by Illinois State University, or when agents/representatives of the University including but not limited to employees, students and/or volunteers have Direct Contact with minors. If the event involves direct contact with minors, the Client must also complete and submit the Outside Group Space Reservation form.

Does this event include direct contact with minors under the age of 18 years old?

Yes No

If **no**, please sign below. **STATEMENT:** I agree that my event does **not** involve minors and I am not subject to the University Protection of Minors Policy.

Authorized Signature: _____ Date: _____

(Do not sign above if your event involves minors.)

If **yes**, Outside Groups (Public, Nonprofit, and Independent RSO's) must complete the Outside Group Space Reservation form found at <https://riskmanagement.illinoisstate.edu/minors/outside-groups/>

If you have questions regarding the Minors Policy, please visit <https://riskmanagement.illinoisstate.edu/minors/policy/> or call 309-438-1900.

HEALTH AND SAFETY REQUIREMENTS

While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all university and facility specific recommended public health rules and precautions. The University will notify the CLIENT of additional applicable guidelines that may be posted or communicated at a university facility or website.

AUTHORIZED SIGNATURES

By signing this Agreement, the Client acknowledges and agrees that they are an authorized agent of the Client, and that the Client will be held financially responsible and liable for all services incurred by Illinois State University for this Agreement. Further, the Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University and within the Venue as described in this Agreement and elsewhere. In addition, by signing below, the signer attests that they are the Client or an authorized agent. To confirm your event, this agreement must be signed and returned within 7 business days of receipt unless otherwise specified by event planner.

Authorized Signature

Printed Name

Date

Event Management, Dining, and Hospitality

Date

On behalf of the Board of Trustees of Illinois State University

ALCOHOL ADDENDUM

Complete the section below if alcohol will be served at your event.

PROCEDURES FOR SALE/SERVING OF ALCOHOLIC BEVERAGES

1. Illinois State University Catering is responsible for purchasing, facilitating delivery, inventory control, sales, and serving according to established University policy and consistent with applicable state law.
2. Possession or consumption of alcoholic beverages is restricted to those who can be easily identified as legitimately attending the scheduled event and restricted to those persons 21 years of age and older.
3. Possession or consumption shall be restricted to the room(s) or area(s) scheduled and specified for such beverages.
4. Alcoholic beverages will not be served to anyone who is under 21 or who appears to be intoxicated or who is not in legitimate attendance at the event. In addition, persons serving alcoholic beverages have the right and obligation not to serve anyone behaving in a threatening or abusive manner. Sponsors are responsible for the strict enforcement of this section.
5. The event coordinator/sponsor will work with Illinois State University Catering and EMDH personnel to control the behavior of those attending the event, according to building and University regulations and applicable state law. Whether or not law enforcement is needed as a precaution or in response to an incident will be determined solely by EMDH management.
6. The sponsoring organization or individual will be responsible for damages incurred to the BSC due to the event.
7. EMDH holds a *caterer retailer license* through the State of Illinois. This license allows the service of alcoholic beverages only at events that serve a catered meal or hors D'oeuvres equivalent to a meal that is provided only by EMDH.
8. Illinois State University Catering or EMDH employees will report any violation of this policy to their supervisor immediately.
9. The University reserves the right to terminate an event or the serving of alcoholic beverages in the event that either this policy or other University policy, or Illinois laws are being violated.

SERVICE REQUESTED: Hosted Bar Cash Bar Reception Wine with Dinner

Do you anticipate attendees under 21 years of age?

Yes No

If so, please provide the estimated percentage of underage guests _____%.

I understand that outside alcoholic beverages may not be brought onto university (state) property to ensure adherence to established policies. _____ (initial)

Applicant Signature: _____
Date

EMDH Approval: _____
Date

SAMPLE