

AGREEMENT

Western Illinois University is an active partner with organizations throughout the Quad Cities region, and offers the use of campus space for community activities that align with Western's institutional mission and core values of academic excellence, educational opportunity, personal growth, and social responsibility.

This facilities and services agreement is made and entered into on «Today's Date» by and between the Board of Trustees for Western Illinois University, Macomb, Illinois, 61455, hereinafter called University, and «Event», «Contact», hereinafter called The Organization. The University agrees to provide facilities and services listed below, and The Organization agrees to compensate the University for those facilities and services in accordance with the terms and conditions listed below.

1. Facilities

The University agrees to make available «Room(s)» for «Name of Activity» on «EventDate(s)» with a beginning time of «StartTime» and an ending time of «EndTime». Start Time and End Time includes The Organization's setup/cleanup time. The University reserves the right to move the event to another room with similar capacity and function for any reason at any time.

2. Terms

The Organization agrees to the following:

- A. Payment of a room reservation fee is required by the University to confirm the scheduled event unless prior credit/payment arrangements have been established with the University. Failure to pay said charge within seven (7) days of the execution of this Agreement may result in cancellation of the reservation. Future fee increases will only be applied to reservations made after the effective date of the fee increase.

The room reservation fee will be waived for not-for-profit meetings. Reservations will not be permitted for the following activities:

- Commercial proposes, donation, solicitation, sales, and fund-raising activities not associated with the University.
- Political campaigning, rallies, fundraisers and activity supporting or opposing a candidate for political office.

The following room reservation fee rates will be applied per reserved room, per each day reserved. Partial day use will be considered a full day.:

Large meeting room/Atrium \$100
Classrooms \$50
Kitchenette (amenities: sink, refrigerator, and ice machine) \$25
Conference rooms \$40

Clean up/room reset fee \$25/hour
After hours security fee \$50/hour

- B. The Organization is permitted to use the University's presentation audio/video technology, room computers, and public WiFi for their event in the spaces they reserve. Such technology is provided 'as is'. The University makes no warranty as to its functionality or its adequacy in meeting the needs of The Organization. The Organization should contact WIU University Technology at least one (1) week in advance of an event to discuss any specific technology needs or address questions they may have. The University may provide technical support during an event on an 'as available' basis.
- C. The Organization agrees to adhere to the University's **Technology Use Policy**.
- D. If a meeting or event must be canceled by The Organization, the charge will be refunded in full if the University received notification of the cancellation at least thirty (30) days prior to the function. It will be at the discretion of the University whether to refund the charge if cancellation notification is received less than 30 days prior to the scheduled function. If the University cancels an event due to inclement weather or other unexpected event, the University will apply the room reservation fee to a future reservation, or issue a refund upon request by The Organization.
- E. The University will not accept room reservations for non-University events more than four months in advance of the desired reservation date.
- F. The Organization will prohibit their meeting/event participants from smoking and vaping on campus, in accordance with State of Illinois law.
- G. The Organization will abide by University policies and procedures while on the premises of WIU.
- H. The Organization may utilize catering services and will be responsible for food delivery, set-up, and clean-up. A representative from The Organization should be identified to receive food deliveries, and to direct vendors to the reserved meeting/event location. No alcohol is permitted to be served at the Organization's meeting or event. A room reset fee of \$25/hour will be applied to the charge of future reservations if clean up is necessary after The Organization's event.
- I. Room set up requirements for meeting, classroom, and conference rooms must be indicated at the time of reservation. Any changes to room set up must be communicated to the University one (1) week in advance of an event. If a room set up is changed during a meeting or event, The Organization agrees to return the room set up to its original configuration. A room reset fee of \$25/hour will be added to any future reservations if a room is not placed back in order after The Organization's meeting/event.

- J. Meetings and events must adhere to campus building hours of operation. Approval from the campus administrator is required for meetings planned to exceed business hours. For any meeting or event that exceeds the regular hours of operation of the campus, whether scheduled or unscheduled, a \$50 per hour security fee will be charged.
- K. The Organization agrees to utilize only the space reserved for the meeting/event.
- L. The Organization is responsible for transporting materials, merchandise, exhibits, or any other items to and from the facility. The University will not accept deliveries or provide storage of any items belonging to The Organization.
- M. All materials must be removed from the space at the conclusion of the reservation. Long-term storage of items is not permitted.
- N. The Organization will be responsible for supplying its own photocopying, printing, flipcharts, extension cords, office supplies, and other meeting materials. The University does not provide copy service or supply meeting materials.
- O. The University is not responsible for damage to or loss of any items left in the facility prior to, during, or following any event.
- P. The Organization is responsible and will reimburse the University for any damage, loss or liability incurred by the University by any of the The Organization's guests or any persons or organizations contracted by the The Organization to provide any services or goods before, during, and after the event.
- Q. Any items to be put on any meeting room or lobby walls, or any directional signs must be approved by the University.
- R. All centerpieces and decorations must be approved by university administrator. All tape, candles, confetti, glitter, etc. are prohibited. Free standing decorations are acceptable.
- S. The University reserves the right to refuse reservation requests for any campus space from an organization or individual that has not previously abided by the requirements of this agreement.
- T. The Organization acknowledges that it will be responsible for all aspects of event planning, promotion, and implementation.
- U. The University will not be liable for nonperformance of this contract when such nonperformance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restrictions upon travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which

are beyond the reasonable control of the University, preventing or interfering with the University's performance.

- V. Proof of liability insurance is required for any event that invites guests of the community who are not members of The Organization, nor of WIU.

The Organization shall provide liability insurance for itself and all of its participants in the subject conference with limits of not less than \$1,000,000 combined single limit for each person/occurrence for bodily injury and/or property.

The Organization shall either: (a) provide to the University a certificate of insurance including the WIU Board of Trustees and Western Illinois University as an additional insured for no less than \$1,000,000 combined limits or (b) purchase coverage for the event through the Tenants and Users Liability Insurance Policy. The Tenants and Users Liability Insurance Policy, which provides affordable General Liability insurance, is available to tenants, users and renters of Western Illinois University facilities. Protection is provided against negligent acts for which the group or organization may be held responsible for property damage of bodily injury. Western Illinois University is named as an additional insured. The cost of the coverage is a per-day charge based on the type of event and number of people attending the event. Non-University groups may contact the Office of Risk Management via phone (309) 298-1814, for cost estimates.

A public school district, as well as, non-public schools maintaining grades 9 through 12 shall provide catastrophic accident insurance coverage, with aggregate benefit limits of \$3 million or 5 years, whichever occurs first, for all school-supervised interscholastic athletic events sanctioned by the IHSA.

- R. Billing Information: Responsible Individual: «Event», «Contact»

FEIN# _____

Business/Group Name: _____

Billing Address: _____

City, State, Zip: _____

Phone Number: _____

WIU Account #: _____

I am requesting services which will be charged to an account to be created on the University Billing/Receivable System.

A Statement of Account will be mailed approximately the 15th of each month. I understand payment for charges billed are expected by the due date indicated on the Statement of Account. After the due date, a finance charge of 1% monthly (12% annual rate) will be assessed on the amount owed on an external account at the end of the previous billing cycle including finance charges, less payments and credits received during the present billing cycle. Non-payment of charges will result in collection efforts.

<hr/> Signature of Responsible Individual	<hr/> Date
Agreed and Accepted: Board of Trustees for Western Illinois University <hr/> Executive Director Outreach & QC Campus Operations <hr/> Date	Agreed and Accepted: Purchaser <hr/> Signature for Purchaser <hr/> Date

For Office Use Only:
 Customer Name: «Event», «Contact»
 Date of Event: «EventDate» Location: «Room»
 Type of Event: «Activity»

Revised 6-5-2024