

## FACILITY POLICIES & SERVICES AGREEMENT

### Troy University Montgomery Campus

1. All facilities and/or equipment requests should be reserved ten or more business days in advance of your event. All reservations must be submitted on the University's online Facility Reservation form except for Davis Theatre reservations: <http://www.troy.edu/about-us/montgomery-campus/facility-reservations.html>
2. The facility and/or equipment are not considered reserved without a contract number. The Contract page will be emailed by the Facility Manager once the facility reservation has been confirmed complete by the client.
3. The contract must be signed and returned to the Events office by the client or the reservation may be cancelled. Full payment is due upon receipt of the invoice. Payment must be made by check, money order, or with a billable purchase order (which will be invoiced by the Event Manager).
4. A Client may cancel the facilities and reservation agreement before the scheduled start date of the event, but no later than three business days prior to the event. If the agreement is cancelled within the three business days of the event, the client must pay all charges assessed for the event.
5. Cancellation or Substitution of Requested Facilities by TROY:
  - Circumstances may arise requiring Event Management to cancel, change or modify use of requested facilities by a Client.
  - Event Management reserves the right to cancel any Client's usage of the facilities or to substitute other facilities at its campus for the facilities requested by the Client whenever deemed to be in the best interests of Troy University or as necessitated by circumstances, to be determined in the sole and absolute discretion of TROY. This would only happen as a last resort, if no other arrangements for the Troy University mission are possible.
  - In any such situation, TROY will attempt to assist the Client by providing reasonable equivalent substitute facilities on the campus.
  - If Client chooses to use space other than Troy and notifies Event Management no later than 3 business days before their event, the Client will be reimbursed for amounts paid to Troy.
6. Cancellation of Agreement by TROY:
  - In the event sufficient funding or support is unavailable to the Montgomery Campus for the performance of its agreement for the allowed use of the facilities by the Client, as determined by TROY's sole and absolute discretion, the Client will be notified in writing of TROY's election to cancel

the usage agreement at the earliest opportunity and all amounts paid to TROY by the Client for the requested facilities will be refunded.

7. All TROY facilities are smoke-free. No smoking in parking lots, in or around buildings.

8. Catering is available off-campus from local catering businesses. TROY SHALL NOT BE A PARTY TO THE ARRANGEMENT AND AGREEMENT FOR SUCH SERVICES, AND SHALL HAVE NO RESPONSIBILITY FOR THE FOOD SERVICES PROVIDED BY THE CATERER.

9. All decorations must be pre-approved by the Events Manager. Glitter and sequins will not be allowed for decorations. Painting, hammering, sawing, nails, staples, tape, tacks, screws, paste, glue, etc. on walls, furniture and woodwork are PROHIBITED, including inside and outside of doors.

10. Advertising of events within or outside of any University facility must be pre-approved by the Associate Dean of Students. Signs or notices can be placed on bulletin boards only. No signs on interior or exterior walls.

11. The persons or group reserving the facility is responsible for all persons attending the function, as well as, any and all damages occurring during the function. The person or group will be held financially responsible for any damages.

12. No bikes or animals will be permitted in the buildings at any time. Only approved service animals for a person with a disability are approved to be in the facilities.

13. The use of candles is PROHIBITED.

14. Failure to cooperate with facility staff when enforcing the policies of the University could forfeit the use of the facilities without refund.

15. No food or drink of any kind is allowed in the Rosa Parks Museum Auditorium or in any computer labs.

16. All general clean-up following the event will be the responsibility of the person or group using the facility. This includes all trash to be placed in waste receptacles provided. Additional clean up fees will occur if room is not cleaned to the exact condition it was provided.

17. Alcohol use is permitted only with special permission and must be in compliance with the University's Alcohol Beverage Policy. Troy University reserves the right to

refuse any individual or group use of alcoholic beverages. Campus security must be present at an additional cost. An insurance policy for the event naming Troy University as an additional insurer must be provided by the person or organization responsible for reserving the facilities.

- a. The consumption of alcohol by those of legal drinking age will be restricted to the following facilities of Troy University Montgomery Campus:
  - i. Gold Room
  - ii. Civic Room
  - iii. Tine's Alley
  - iv. Rosa Parks Museum Exhibit Hall or Foyer
  - v. Davis Theatre Lobby

18. Fire codes and laws must be observed and will be enforced.

19. Generally allowed and disallowed uses:

- a. Troy University does not allow use of its facilities for any political campaigning, fund raising or other politically connected events, except those events specifically sponsored by Troy University or TROY student organizations. Student-sponsored events must be approved by the Associate Dean of Students prior to activities being held in or on TROY's facilities or on campus grounds.
- b. Troy University does not allow solicitation or product promotions in its facilities or on campus grounds, except when specifically approved by the University for the benefit of students, faculty, and/or staff.
- c. Troy University may allow usage of its facilities to a client if the planned event and activities of that client are in the best interest of the University.

20. A Client shall not use the name TROY (or any variation of that name) or identification of any TROY campus site in any advertisement, brochure, mailer, or similar item in a manner that infers or suggests that TROY is a sponsor/co-sponsor of the event or is in any way affiliated with the Client (unless approved by the specific TROY campus official). Any and all marketing materials, advertisements, brochures, announcements, or other publicity that references TROY or other campus sites (i.e., directions, press releases, etc.) **must** be submitted by email or fax in draft form to the Event Manager prior to use by the Client in order for the official to determine that such references to TROY are accurately reflected. TROY reserves the right to disapprove usage of its name (or any variation of its name) and other TROY identification in any such materials and publicity or in any public release.

21. TROY assumes no responsibility for loss or theft of personal property, or damage to personal property of the Client or any of the Client's employees, participants, guests, and invitees.

22. A Client must indemnify and hold harmless TROY, its officers, agents and employees, against any and all liabilities and claims for loss, injury or damage (including attorney's fees and costs) to persons or property, including claims of employees, participants, guests, and invitees of the Client, arising out of, or resulting from, activities conducted by that Client or any of its employees, participants, guests and invitees in, on or about the requested facilities and TROY buildings and other properties.

23. As part of the reservation process, a Client must provide a ***Certificate of Liability Insurance*** for the special event to Event Management naming TROY University Montgomery Campus as an additional insurer for the event and/or activity. The policy must be for a minimum of \$1,000,000.00 and is a requirement before the facility can be reserved and confirmed. **No exceptions to this requirement.**

24. Any additions or changes to the facilities reservation form are subject to additional charges then in effect in accordance with the campus 'schedule of charges for any such items. ***A Client agrees that all additions or changes must be made no less than three business days before the event.*** TROY cannot commit to accommodate additions or changes requested when less than three business days of the event and any attempt to accommodate such requests by TROY will only occur in TROY's sole discretion and if circumstances otherwise permit. All official University functions (classes, practices, meetings, etc.) will receive priority over any and all events.

**I, the Undersigned, clearly understand that I have full responsibility for the use of the requested facilities. I agree to abide by all rules and regulations within this agreement.**

Event Name: \_\_\_\_\_

Person Responsible: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_