

College of Southern Nevada Terms and Conditions

1. **SERVICES PROVIDED:** College will provide at its expense heating/air conditioning, overhead light for ordinary use and use of public address system. College will provide one daily cleanup of all public spaces and between-show cleanups as possible, for events with more than one performance on a single day. All other services will be at the expense of the User.

2. **COMPLIANCE WITH LAWS AND REGULATIONS:**

User will comply with all laws, ordinances and regulations, including tax and license fees of federal, state and local governmental agencies or bodies; and all College and Facility rules and regulations.

3. **CONTROL OF PREMISES:** It is understood that through this agreement the College does not relinquish its right to control the management of the Facility and to enforce all necessary laws, rules and regulations.

4. **INDEMNITY:** User agrees to indemnify, defend and hold harmless the College and its employees and agents from all demands, claims, suits, actions and liabilities resulting from injuries or death to any person or property damage or loss by User, College or any persons, however caused, during the period this agreement covers for the use of the Facility, or occurring as a result of the use of the Facility during the agreed time period.

5. **PUBLIC SAFETY:** User agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety.

6. **STAFFING:** College will secure and User will pay, at the rates in effect at the time of the event, all necessary staffing, including security guards. The College retains the right to determine the appropriate number of staff and security personnel necessary to serve and protect the public.

7. **COPYRIGHTS:** User will assume all costs arising from the use of patented, trademarked, franchised or copyrighted material used on or incorporated in the event. User agrees to indemnify, defend and hold harmless the College from any claims or costs, including legal fees, which might arise from question of use of any such material.

8. **BROADCAST AND RECORDING RIGHTS:** The College reserves all rights and privileges for outgoing television and radio broadcasts originating in the Facility and for recordings, either audio or visual, made in the Facility and intended for public distribution. These rights may be granted to the User only in the Broadcast & Recording Permit. The College may require payment for these rights in addition to the rental fee.

9. **DEFAULT:** Should the User default in the performance of any of the terms of this agreement, the College may terminate the same. User shall be liable for the full amount of the rent provided for herein, less rent received from others for use of the facility at the time specified in this agreement. Any deposit made by user shall be retained by the College and considered liquidated damages.

10. **ASSIGNMENT:** User agrees not to assign, transfer, and sublet or to otherwise dispose of this agreement or its rights to use the Facility to any person or company without the previous written consent of the College.

11. **CANCELLATION BY USER:** Should User cancel the event covered under this agreement, no deposit refund shall be made and the full rental fee as called for by this agreement shall be payable by User to the College as liquidated damages, not as penalty, and User agrees to also pay any reimbursable expenses incurred by the College in connection with the event covered by this agreement.

12. **CANCELLATION BY THE COLLEGE:** The College reserves the right to terminate this agreement for good cause (which does not include subsequent scheduling of a more preferred event). Should the College exercise said right to terminate this agreement, User agrees to forego any and all claims against the College and further agrees to waive any and all rights of this agreement and User shall have no recourse of any kind against the College.

13. **RETENTION OF PRIVILEGES:** The waiver or failure of the College to insist upon strict or prompt performance of the agreement herein shall not constitute or be construed as a waiver or relinquishment of the College's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the User.

14. **DEFACEMENT OF FACILITY:** User shall not injure, mar, damage nor in any manner deface the Facility or any equipment contained therein and will not make nor allow to be made any alterations of any kind to the Facility or equipment contained therein. In the event of defacement or changes, the user will bear all costs.

15. **REMOVAL OF PROPERTY:** User agrees that all materials pertinent to the event, which are not the possession of the College, will be removed from the premises before the expiration of this agreement. Failure to do so will mean that the User's effects are abandoned and may be disposed of by the College at the User's expense.

16. **EVACUATION OF FACILITY:** Should it become necessary in the judgment of the College to evacuate the Facility because of a bomb threat or for other reasons of public safety, the User will retain the use of the Facility for sufficient time to complete presentation of his event with additional rental charge providing such time does not interfere with another Facility user. If it is not possible to complete presentation of the event, rental shall be forfeited, prorated or adjusted at the discretion of the College based on the situation and the user waives any claim for damages or compensation from the College.

17. **CHILD PROTECTION POLICY:** If User is using the facility for a program or activity for children, or if under the User's direction children are being brought to the facility to watch a performance, User must review and implement the NSHE and College Child Protections policies.

18. **INTERRUPTION OR TERMINATION OF PERFORMANCE:** The College shall retain the right to cause the interruption or termination of any performance when, in the sole judgment of the College, such action is necessary in the interest of public safety.

19. **UNAVOIDABLE HAPPENING:** If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike or other occurrence which renders impossible the fulfillment of the terms of this agreement, the User shall have no right to claim for damages against the College.

20. **ACT CONTRACT:** The User certifies that it has a valid, properly executed and compatible contract with the performers whose services form the basis for its desire to rent the Facility. The User shall submit to the College upon demand a copy of said contract.

21. **PERFORMANCE APPROVAL:** Within the guarantee of First Amendment rights, the College retains approval right over performance, exhibition or entertainment to be offered under this agreement, and User agrees that no such activity or part thereof shall be given or held if the College objects on the grounds of character, offense to public morals, failure to uphold advertising claims or violations of content restrictions agreed to by both parties at the time of execution of this agreement.

22. **ADVERTISING:** The User agrees that all advertising of the event will be honest and true and will include accurate information on performance time and ticket prices. The User will identify the Facility as the campus on which the event is being held, and that the Facility is located on the campus of "The College of Southern Nevada", which may be abbreviated "CSN." No advertising or publicity may state or imply that the College sponsors or is responsible for the User's activities during the period of use. The CSN logo is **not** allowed to be used for any marketing or promotional materials without prior written permission of the College. It is also prohibited for any User to intimate or advertise that CSN is sponsoring or affiliated with any externally presented class or activity.

23. **SEATING CAPACITY:** The User will not permit to be sold or distributed tickets or passes in excess of the seating capacity of the Facility as determined by the College.

24. **REFUND OF TICKET REVENUE:** The College retains the right to make determination of ticket refunds for cause in keeping with the College's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure of act to appear or to go on stage within reasonable time of schedule provided by User.

25. **TICKETS AND BOX OFFICE:** The College shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until settlement.

A. **Charges:** The College shall provide ticket office facilities. The User will pay as a reimbursable cost the daily service charge in effect at the time of use plus all labor charges as required at the time of the event.

B. **Ticket Printing:** All tickets must be ordered by the College and must be of a type approved by the ticket manager.

C. **Prices:** The User agrees to sell all tickets at the prices advertised and any deviations must be approved by the College.

D. **Customer Checks:** The College will exert every caution against bad checks from customers, but the ultimate responsibility is that of the User.

E. **Handling Funds:** In handling and controlling ticket revenue, the College is acting for the accommodation of the User and shall not be liable for any loss thereof unless willfully caused or permitted through gross negligence by the College.

26. **CONCESSIONS:** The College reserves unto itself or its assigned agents the sole right to sell or dispense food and beverages. No free samples of food, beverage or any product may be given away or otherwise distributed without the prior approval of the College. Alcohol may only be provided or consumed with the prior approval of the CSN President.

27. **LOST ARTICLES:** The College shall have the sole right to collect and have custody of articles left in the Facility by persons attending any event in the Facility.

28. **THEFT:** The College shall not be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property.

29. **OBJECTIONABLE PERSONS:** The College reserves the right to eject from the Facility any person or persons whose behavior is deemed objectionable and neither the College nor its employees shall be liable to User for any damages that may be sustained through the exercise of such right.

30. **ANIMALS PROHIBITED:** The User shall not bring or permit to be brought any animals or birds, including animal performers and pets, into the Facility.

31. **SETTLEMENT:** Final payment is due from User per contract. When a refund is due the User from deposit or box office revenue, a check for the amount will be issued by the college Business Office within five (5) business days of the close of the event.

32. **LOCATION CHANGES:** The College reserves the right to make any last minute changes to the assigned room(s) due to College functions. Should the College exercise said right to make changes, User agrees to forego any and all claims against the College, and will have no recourse of any kind against the college.

33. **CONFLICTS OF INTEREST:** The College has the right to disallow any User access to College facilities or spaces, if the College deems that use a conflict with courses, classes or training offered by the College. Also, no space may be used that includes the offer of CEUs awarded by another institution.

I have read and agree to abide by all the above conditions.

Initial _____ Date _____

**COLLEGE OF SOUTHERN NEVADA
FACILITY USAGE RATE SHEET**

TYPE OF RENTAL	DESCRIPTION	RATE / FEE	AMOUNT PER EVENT
Classroom Conference Room Lecture Hall	Includes setup, teardown, room empty 4 hours or less More than 4 hours	\$100.00 \$200.00	
Commons Area Student Lounge	Includes setup, teardown, room empty 4 hours or less More than 4 hours	\$200.00 \$400.00	
Lobby or Table Setup	Per Day	\$50.00	
Lawns/Parking Lot/Patio	Contact Campus Administration	Varies/Discussed at Rental	
Gymnasium Cheyenne Campus	Contact CSN Sports Center (702) 651-4051	Varies/Discussed at Rental 4 hours minimum	
Other		Varies/Discussed at Rental	
		TOTAL	\$

MISCELLANEOUS FEES AND CHARGES (Tech support not provided to external users)			AMOUNT PER EVENT
Special Equipment	Description required	Varies/Discussed at Rental	
Additional cleaning fee	Contact Campus Administration	Varies	
		TOTAL	\$
		DOCUMENT TOTAL	\$

By signing below; applicant agrees to make payment in full no later than fifteen business days prior to their event, and to abide by the Terms and Conditions of this agreement.

Applicant's Signature: _____

Date: _____

Campus Administrator/Manager: _____

Date: _____

COLLEGE OF SOUTHERN NEVADA FACILITY USE EVENT TYPES AND REQUIREMENTS

INTERNAL:

Use of College facilities and spaces by only CSN or NSHE employees, students, recognized Student Government Clubs, CSN high schools or staff organizations.

Facility Use Charge: Not applicable.

Liability Insurance: Not applicable, unless activity falls outside current coverage.

Technical Support: OTS **WILL** support these events and activities, so long as proper paperwork and details are received in time to handle the request.

Work Requests: Must be on College forms and accompany application; required for furniture setups, audio/visual, and computer equipment.

Approval: By Campus Administration.

STATE AND OTHER GOVERNMENTAL AGENCIES:

Use of College facilities and spaces by other documented Nevada State or Governmental agencies or businesses, such as UNLV, NSC, NSHE, DOE, CCSD, military organizations etc.

Facility Use Charge: Not applicable.

Liability Insurance: Not applicable, unless activity falls outside current coverage.

A Statement of Self-Insurance for governmental agencies is required.

Technical Support: OTS **CANNOT** support these events and activities. Other recommended companies can be provided to supply technical support.

Work Requests: Must be on College forms and accompany application; required for furniture setups, audio/visual, and computer equipment.

Approval: By Campus Administration.

EXTERNAL:

Use of any College facility or space by businesses, companies, profit or non-profit groups that request the use of any CSN campus space such as a bank, Rotary, Kiwanis or other business or community group.

Facility Use Charge: Fees apply, and vary with room use, hours and locations.

Liability Insurance: \$1,000,000 (one million dollar) minimum with CSN and the Board of Regents named as additionally insured. Documentation must accompany application.

Technical Support: OTS **CANNOT** support these events and activities. Other recommended companies can be provided to supply technical support.

Work Requests: Must be on College forms and accompany application; required for furniture setups, audio/visual, and computer equipment.

Approval: By Campus Administration.

COLLEGE-SPONSORED:

Use of any College facility or space by an external person, group or company that was invited to come on campus by a department, a faculty member or other College entity, to provide a benefit to our students or employees.

Facility Use Charge: Not applicable.

Liability Insurance: Not applicable, unless activity falls outside current coverage.

Technical Support: OTS **CANNOT** support these events and activities. Other recommended companies can be provided to supply technical support.

Work Requests: Must be on College forms and accompany application; required for furniture setups, audio/visual, and computer equipment.

Approval: By Campus Administration.

NOTE: Any and all fees and charges can be waived by the CSN President, Vice President or Campus Administrator.

NSHE Board of Regents Policy

NSHE facilities, including campus grounds, are provided primarily for the support of the regular educational functions of NSHE and the activities necessary for the support of these functions. NSHE functions take precedence over any other activities in the use of NSHE facilities.

Freedom to speak and to hear will be maintained for students, faculty and staff, and NSHE policies and procedures will be used to provide a full and frank exchange of ideas. All effort should be made to allow a balanced program of speakers and ideas.

An invitation to speak at NSHE does not imply that NSHE endorses the philosophy or ideas presented by the speaker. NSHE facilities may not be used for the purpose of raising monies to aid projects not related to some authorized activity of NSHE or of NSHE groups, and no efforts at coercion and solicitation by uninvited non-campus groups or individuals will be permitted on campus.