



UNIVERSITY OF MISSOURI FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (Agreement) is between **The Curators of the University of Missouri**, a Missouri public corporation on behalf of the University of Missouri _____ (Owner or University), and [Individual Name] or [Company Name], a [State and Type of Entity] (User).

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties agree:

1. Basic Terms. This Agreement is subject to the following basic terms, conditions, and definitions (Basic Terms):

Date of Agreement:	<u>[Date of Full Signature]</u>			
User Address:	<u>[Complete]</u> <u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
User Contact:	<u>[Complete]</u> <i>Contact Person Name and Job Title</i>	<u>Phone</u>	<u>Fax or Email</u>	
Owner Notice Address:	<u>311 Jesse Hall</u> <u>Street</u>	<u>Columbia</u> <u>City</u>	<u>MO</u> <u>State</u>	<u>65211-1240</u> <u>Zip</u>
Owner Primary Contact:	<i>Contact Person Name and Job Title</i>	<u>Phone</u>	<u>Fax or Email</u>	
Owner Payment Address: (if different than Notice Address)				
Owner On-site Contact: (if different than Primary Contact)	<u>See Owner Primary Contact above</u> <i>On-site Contact Person Name and Phone/Fax/Email, as applicable</i>			
Facility:	<u>[Building or Facility Name and Address]</u>			
Space:	<u>[Complete (including as designated by Owner, if applicable)]</u> <i>Suite/Room Number(s)</i>	<u>[Complete]</u> <i>Approximate Square Feet</i>		
Furnishings, if any:	<u>[N/A, or e.g., _ desks, _ chairs, _ cabinets, _ tables, _ computers, _ phones, etc., or fixtures, furnishings, and equipment within the Space as designated by Owner]</u>			
Extra Services, if any:	<u>[N/A, "See Exhibit" or e.g., event staffing, ticketing, receptionist, conference room, mail/fax, copying, etc.]</u>			
Term:	<u>[Date]</u> <i>Commencement Date</i>	<u>[Date]</u> <i>Expiration Date</i>		
Facility Use Fee:	\$			
Fees for Special Furnishings and Extra Services	\$	<u>[N/A, "see Exhibit", or _____/month or /hour]</u> (If any use charges or any other fees, costs, or charges are payable, they will be detailed on an Exhibit)		
Facility Deposit	\$	<u>[N/A or _____]</u>		
Permitted Use:				
Exhibits:	The following Exhibits are attached hereto and incorporated by reference herein: (except for such Exhibits, or as otherwise expressly referenced in such Exhibits, there are no attachments)			
	<u>Exhibit A: Facility and Space Descriptions</u> <u>Exhibit B: Special Furnishings, Extra Services, and Fees</u> [see instructions on attachment] <u>Exhibit C: University Rules and Regulations</u> [see instructions on attachment]			



2. Grant; Term. Owner hereby licenses to User and User hereby licenses from Owner the Space for the Term, which will commence on the Commencement Date and end on the Expiration Date, all as described in the Basic Terms, as may be extended or terminated earlier as provided herein (collectively, Term). This Agreement does not guarantee User exclusivity in any particular space and is personal to User and its permitted employees, agents, licensees, and invitees and may not be assigned by User for any reason.

2.1. Condition and Delivery of Space; Use of Space. User has had an opportunity to inspect the Facility, the Space, and any fixtures, furnishings, and equipment therein, to its satisfaction, and by taking possession or using any of the foregoing will be deemed to have accepted all of them "as is" and with all faults. User acknowledges that it will be using the Space on an intermittent and non-exclusive basis as further described in the Basic Terms. Owner may set hours of operation; schedule, assign, or reassign the Space, comparable space at the Facility, or portions thereof among User and other occupants and users at the Facility; and take other actions in the proper allocation and operation of the Space; in all cases upon reasonable advance notice and in its reasonable judgment.

2.2. Use of Common Areas. User will have permission, subject to the provisions of this Agreement, to the non-exclusive use of common areas at the Facility as designated by Owner from time to time (collectively, Common Areas). Owner may control the Facility and reserve, alter, and close portions thereof from time to time in its discretion.

3. Covenants.

3.1. Utilities. Owner will provide, at its cost (subject only to any Fees or charges as may be described on an Exhibit hereto, if any), basic utilities at the Space; provided, that Owner reserves the right to charge User for the actual cost of any materially excessive or abnormal usage.

3.2. Owner Duties and Services. Except as expressly provided herein, Owner is responsible, in its reasonable judgment and at its cost (subject only to any Fees or charges as may be described on an Exhibit hereto, if any), for:

(a) Keeping the Facility in good condition and repair and in compliance with all applicable laws, free from all defects and hazards that materially interfere with User's use of the Space; and

(b) Performing all necessary repairs at the Facility, and providing normal janitorial, maintenance, and management services and supplies at the Facility, including basic trash receptacles and pickup at the Facility and reasonable and proper operations of the Common Areas, in all cases consistent with a first-class facility; and

(c) Providing HVAC, mechanical, plumbing, and electrical systems and lines to serve the Space that are reasonably adequate based on the normal use of the Space, and performing all necessary maintenance, repairs, and replacements of the same such that they remain in good operating condition and repair; and

(d) Making available any Special Furnishings as may be described in the Basic Terms and/or on an Exhibit hereto, if any, as well as any fixtures, furnishings, and equipment normally located in the Space as designated by Owner from time to time (collectively, Furnishings), as well as providing any Extra Services as may be described in the Basic Terms and/or on an Exhibit hereto, if any, as well as any services ancillary to activities in the Space as requested by User and agreed by Owner from time to time (collectively, Extra Services).

With respect to all utilities and other services that Owner may provide pursuant to this Agreement, including any Extra Services, the following, additional terms and conditions will apply: Owner will provide the services in a good faith and commercially reasonable manner and in compliance with all applicable laws. Otherwise, Owner will provide the services in accordance with its standard policies and procedures as may be adopted or amended from time to time, and it may curtail or discontinue any services from time to time, in all cases in its discretion; provided, that Owner will give at least 30 days' prior written notice of any material changes; provided, further, that Owner may refuse to permit any materially excessive or abnormal usage of any services at any time, and it may immediately curtail or discontinue any or all services, without notice, in the event User fails to pay any Fees or charges when due. Owner will not be liable for any damages or claims in connection with the interruption, curtailment, or discontinuation of, or failure to provide, any service; if it fails to provide any service as required herein then User's sole and exclusive remedy will be a refund of Fees paid for such service.

3.3. User Duties and Services. Except as expressly provided herein, User is responsible, at its cost, for:

(a) Taking good care of the Space during User's occupancy and use thereof and keeping it free from all defects, hazards, and nuisances resulting from its use; and

(b) Keeping the Space in a clean and sanitary condition, free from filth, resulting from User's use of the Space; and



(c) Performing all necessary maintenance, repairs, and replacements of all User's trade fixtures, furnishings, equipment, other personal property, and all User-performed alterations within the Space such that they remain in good operating condition and repair, and free from all defects, hazards, and nuisances; and

(d) Giving prompt written notice of any defective, hazardous, or nuisance condition, or any other matter requiring maintenance, repair, or attention, at the Space; and

(e) Obtaining all licenses and permits necessary and paying all fees including city, state, federal taxes associated therewith to conduct its operations specified by this agreement. User will assume all costs arising from its use of any patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic pieces used on or incorporated in User's event, if applicable. User further agrees to indemnify, defend, and hold harmless Owner from any claims or costs, including legal fees, which might arise from the use of any such material.

3.4. Security.

(a) User will not make copies of any keys, nor may it re-key or alter any locks or install any additional locks, security systems, or other measures to restrict access without receiving Owner's prior consent and ensuring Owner has access at all times. Owner reserves the right to change or install locks or security systems at the Facility; provided, that Owner is in no event responsible for any security or for criminal acts of any person, and User is solely responsible for the security and safety of its personnel.

(b) Any additional security arrangements, if deemed necessary by Owner, will be made by Owner and will be billed to User as a reimbursable expense. Firearms of any kind may not be carried, displayed, or used by any person other than police personnel authorized by Owner. User will cooperate fully with Owner on security issues and staffing.

3.5. Owner's Furnishings and User's Property.

(a) If Owner provides any Furnishings or Special Furnishings pursuant to this Agreement then the following, additional terms and conditions will apply: Owner states, to the best of its knowledge and belief, that the furnishings are in good operating condition and repair for customary and reasonable usage as of the date hereof, but otherwise OWNER MAKES NO (AND HEREBY DISCLAIMS ANY) REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DESIGN, QUALITY, CONDITION, OR OPERATION OF, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WITH RESPECT TO THE FURNISHINGS. User will use the furnishings in a proper and careful manner and in accordance with the provisions applicable to its occupancy, use, and care of the Space as described in this Agreement. Without limiting the generality of the foregoing, User: (i) will not remove any of the furnishings from the Space, (ii) will be responsible for the maintenance and repair of and damage to the furnishings to the extent provided in paragraphs 3 or 10 herein, and (iii) will use all furnishings in compliance with all Applicable Requirements.

(b) Owner is in no event responsible for User's trade fixtures or personal property (including any books and records) at the Facility, including but not limited to property of User's agents, employees or invitees. Owner is not required to protect or insure the same against theft or damage, and User is solely responsible for protecting and insuring the same and bears all risk of loss or damage. Materials belonging to User and delivered prior to the Commencement Date may be accepted by Owner with prior arrangement. Owner makes no guarantees that space will be available to receive materials arriving early. Furthermore, Owner will not accept any deliveries C.O.D.

3.6. Special Provisions. Notwithstanding anything herein to the contrary, the following provisions will apply:

(a) **User's Contact.** User's Contact must be fully authorized to negotiate, make decisions, execute documents, resolve problems or conflicts, and act for User.

(b) Cancellation.

(i) **Cancellation By User.** Should User desire to cancel this agreement and written notification is given to Owner not less than ten (10) days prior to commencement of the Term, Owner shall retain Facility Deposit and User shall also be responsible for any out-of-pocket expenses and non-cancellable obligations incurred by Owner prior to notice of cancellation. Owner thereafter shall be relieved of any further obligation under this Agreement.

(ii) **Cancellation By Owner.** Except as otherwise herein provided under this Agreement, should Owner desire to cancel or be unable to perform this Agreement and written notification is given to User not less than ten (10) days prior to commencement of the Term, Owner shall return User's Facility Deposit and be relieved of any further obligation or liability under this Agreement.



(c) **Concessions/Catering.** Owner reserves the right to operate all concessions/catering for the general public sale of food and beverages in the Facility and within the Facility boundaries. Owner will retain all revenues. User must use the caterer under contract with the Owner for any other meal and hospitality functions.

(d) **Exclusive Contracts.** User will be responsible for cooperating with Owner to ensure that any pre-existing exclusive contracts between third parties and Owner are honored, including but not limited to beverage products and catering.

(e) **Merchandise.** Owner reserves the right to control all merchandise for the sale of novelty items in the building and within the Facility boundaries, except where otherwise agreed between the parties in advance in writing. If an outside vendor is used for such sale, Owner must approve such vendor(s) in advance.

(f) **Parking.** All parking arrangements, if applicable, must be agreed upon in advance and are subject to approval by Owner's Office of Parking and Transportation Services.

(g) **Promotion/Publicity.** Owner reserves the right to review and approve all advertising and announcements that relates to the use of the facility.

(h) **Ticketing.** If applicable, User shall be responsible for any box office fees, credit card charges, postage and/or any other reasonable handling fee deemed reasonably necessary by Owner. Tickets shall not be sold in excess of capacity and/or the number of seats available.

(i) **Wheelchair Accessible Seating.** Wheelchair accessible seating is available at the Facility. Individuals who can get to their seats in other parts of the Facility using their own physical abilities may sit wherever their ticket permits. Mobility impaired patrons may not be carried to their seats.

4. Fees and Charges. User will pay to Owner the Facility Use Fee as described in the Basic Terms, (Facility Use Fee), as well as any fees, costs, or charges as may be specified in the Basic Terms and/or on an Exhibit hereto, and other amounts that become due as expressly provided herein (Fees). Otherwise, each party will be responsible for its own costs of performance hereunder. If the Facility Use Fee and/or any Fees are based on revenues generated by User's use or occupancy, Owner reserves the right to audit all revenues and expenses associated with User's event to independently verify amounts owed.

4.1. Payments. User will pay all Fees and any other amounts as provided herein or otherwise as provided in the relevant invoice. All payments will be made in U.S. dollars without counterclaim, offset, or deduction and sent to the payment address set forth in the Basic Terms or as otherwise designated by Owner from time to time in writing. In addition to other remedies, failure to make any payments when due may result in disqualification from further use of Owner's facilities.

4.2. No Accord and Satisfaction. No payment by User or receipt and acceptance by Owner of a lesser amount than is at any time due hereunder will be deemed an accord and satisfaction or treated as other than part payment.

5. Facility Use Deposit. If any Facility Use Deposit (Deposit) is set forth in the Basic Terms, then User must pay Deposit upon execution of this Agreement to be held as security for User's performance of its obligations hereunder and advance partial payment of amounts due, but not as a measure or limit of damages in the event of a default. Any Deposit will not bear interest and may be commingled with other funds if permitted by law.

6. Use. User will use the Space only for the Permitted Use and normal and customary incidental purposes and for no other purpose without Owner's prior written consent, and subject to all other provisions of this Agreement.

6.1. Other Restrictions and Rules at the Facility. User acknowledges that the Facility may be subject to various restrictions, including non-discriminatory rules and regulations promulgated by Owner, in all cases as may be adopted or amended from time to time and provided in writing; provided, that Owner will give at least 30 days' prior written notice of any material changes. User's rights hereunder will be subordinate to any such restrictions or rules and regulations, and its failure to abide by the same in its use of the Space will constitute a default enabling Owner to terminate this Agreement. It should be noted that the University of Missouri is a Smoke Free Campus; there will be no smoking at any time.

6.2. Requirements for Activities at the Facility. User will, and will cause its employees, agents, licensees, and invitees, in their respective use of and activities at the Facility, to: (a) comply with all applicable laws of any governmental authority, including Owner's Collected Rules and Regulations applicable to the use of its facilities and its Facilities Management Policy and Procedure Manual, both of which can be found on its website, as the same may be updated, supplemented, or amended from time to time (collectively, Applicable Requirements); (b) not receive, keep, handle, or otherwise release any substance or material that is a pollutant or considered hazardous, dangerous, or toxic under any Applicable Requirements (collectively, Hazardous Materials), other than de minimis amounts as customarily used in a normal



office environment; and (c) not commit any waste, nuisance, or noxious use or otherwise interfere with activities of other occupants and users of the Facility or with the proper operation of the Facility by Owner. The University is the authority having jurisdiction with respect to its operations and properties, including the Facility and all occupants and users in their respective activities at the Facility, in which case it may enforce its codes and regulations, as well as require compliance with any applicable local ordinances as a condition of this Agreement.

6.3. Fire/Safety Codes. Any sets, props, laser lighting equipment, an any other materials used by User must conform to all existing fire and safety codes of the University of Missouri, and the State of Missouri. The provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or flammable fluids, gases and compounds must be observed.

6.4. Public Safety. User shall neither encumber nor obstruct the sidewalks, entrances, halls, stairs, lobbies, and audience chambers of the facility, nor allow the same to be obstructed or encumbered in any manner. User further agrees not to bring onto the premises any materials, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard. Owner shall have the right to refuse to allow any such material, substance, equipment, or object to be brought onto the premises and the further right to require its immediate removal.

6.5. Evacuation of Facility. User will fully cooperate with Owner should it become necessary in the sole judgment of Owner to evacuate the premises because of a bomb threat, or for any other reasons of public safety. Sufficient time to complete the presentation without additional charge may be provided as long as such time does not interfere with another scheduled event. If in the sole discretion of Owner, it is not feasible to complete the presentation, fees may be forfeited, prorated, or adjusted at the discretion of Owner based on the situation. User hereby expressly waives any claim for damages or compensation from Owner resulting from such evacuation of facility.

6.6. Interruption or Termination of Event. Owner shall retain the right to interrupt or terminate any performance of User's event, when, in the sole judgment of Owner, such act is necessary in the interest of public safety.

7. Alterations; Liens. User may not make alterations, additions, or improvements at the Space or install signage visible outside the Space, nor may it change any finishes therein or attach any trade fixtures or personal property (collectively, Alterations), in each case without Owner's prior written consent in its discretion. All Alterations, if any, will be done at User's cost in accordance with plans, specifications, and conditions approved by Owner and all Applicable Requirements. All Alterations, other than User's trade fixtures and personal property (which will not include any installed or enclosed cables), will be Owner's sole property and surrendered with the Space; provided, that Owner reserves the right to require User to remove any Alteration at the end of the Term, in which case User shall repair and restore the Space to its condition prior to such Alteration. User will pay in full for all work for which it is responsible and discharge any lien asserted in connection with any activities of User at the Space. User further agrees it shall not damage, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner damaged, marred or defaced; and will not drive or permit to be driven without limitations nails, hooks, tacks, screws into any part of the said building and / or any furniture or fixtures of Owner. The use of tape of any kind, on or in the said premises must be authorized and approved by Owner. If said premises or any portion of the said building shall be damaged during the period covered by this Agreement by an act, default, or negligence of User or User's agents, employees, and/or invitees, User shall pay to the Owner, upon demand, such sum as shall be necessary to restore said premises to their condition immediately prior to User's use of the premises.

8. Casualty. If any part of the Space or Common Areas is damaged by fire or other casualty then either party may, at any time thereafter, immediately terminate this Agreement.

9. Reservation of Rights.

9.1. Access to Space and Facility. Owner may, at any time, enter or use or permit others to enter or use the Space for reasonable or proper purposes; provided, that Owner will use reasonable efforts to minimize disruption during User's occupancy and use of the Space. Owner reserves the right to deny or revoke access privileges to the Facility or portions thereof by any person(s), including User's employees, agents, licensees, and invitees, who may pose a security or safety risk or otherwise jeopardize or interfere with operations at the Facility or other occupants or users thereof, in all cases in Owner's good faith judgment.

9.2. Changes in Rules and Fees. Owner reserves the right to adopt or amend its rules and regulations applicable to the Facility, or its standard policies, procedures, or Fees, if any, applicable to services provided hereunder, in each case as provided herein (collectively, Rules); notwithstanding the foregoing or anything herein to the contrary, however, such Rules



are intended to relate to the normal and customary use of the Facility and services, and in no event will they impose any material liability or financial burden (excluding increases in Fees applicable to User's prospective use of services) or affirmative legal duties in conflict or inconsistent with User's obligations provided herein, such as reimbursement for costs that are properly Owner's responsibility hereunder (e.g., costs of owning and operating the Facility), responsibility for injury or damage, requirements to indemnify, or otherwise, all of which will be governed as provided herein unless the parties mutually agree, in writing and by duly authorized agents, to an amendment hereto.

10. Insurance; Indemnification.

10.1. User Liability Insurance.

(a) User will maintain, during the Term, Commercial General Liability that covers the Space. The Commercial General Liability shall have limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate, shall include contractual liability, personal injury liability, and property damage to rented or leased property. The insurance policy must be written by a company authorized to do business in the State of Missouri, with a minimum "Best" rating of "A-VIII." Such policy must list The Curators of the University of Missouri and its officers, employees, agents and volunteers as additional insured.

(b) User is required to maintain coverages as stated and required to notify Owner of a cancellation or carrier change within two (2) business days. A certificate of insurance evidencing such coverage must be provided to Owner at least ten (10) days prior to the Commencement Date.

10.2. Responsibility for Damage; Indemnification. User will be responsible for any damage to the Facility or any systems, fixtures, furnishings, and equipment therein caused in whole or in part by any act or omission of User or its employees, agents, representatives, contractors, or other licensees or invitees, in all cases except to the extent such damage is caused by the negligence of Owner or its employee, agent, representative, or contractor. User will defend, indemnify, and hold harmless Owner, its governing board, employees, and agents (indemnified parties) against any and all claims, liability, or costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (except User's trade fixtures and personal property), occurring in connection with or in any way incident to or arising out of the occupancy, use, services, or operations at the Facility pursuant to this Agreement.

11. User Defaults. User will be in default in the event that it: (a) fails to pay any Charges when due; or (b) fails to fully perform any of its other obligations hereunder and such failure is not cured after notice of default. Upon the occurrence of a User default: (a) Owner may immediately terminate this Agreement; or (b) if it involves User's failure to fully perform any of its obligations hereunder then Owner may, at its option, perform such obligation, in which case User will reimburse Owner for its actual and reasonable costs paid or incurred in connection therewith.

12. Surrender. User will vacate and remove all of its property from the Facility at all times other than during its occupancy and use of the Space pursuant to this Agreement, except as Owner may otherwise permit in its discretion, but subject in all cases to paragraph 3.5(b). If User fails to remove any of its property, then Owner may, at its option and in its discretion, but at User's cost, deem such property abandoned and retain or remove and dispose of the same.

13. Force Majeure. Neither party will be deemed to be in default or liable for damages due to delays in the performance of its obligations hereunder to the extent such delays are caused by acts of God; war or acts of terrorism; riots or labor strikes; any requirement of any governmental authority; or any other cause beyond its reasonable control.

14. Transfers. User will not assign this Agreement or any interest herein, or permit any other person or entity to use the Space, in each case without Owner's prior written consent in its discretion.

15. Notices. All notices required or permitted under this Agreement must be in writing and must be sent by reputable overnight courier or U.S. certified mail, fees and postage prepaid, or hand delivered and addressed to the other party at its notice address as set forth in the Basic Terms, except as changed by prior notice in accordance with this paragraph. Any such notice will be deemed given, delivered, and effective upon the earlier of receipt or two days after deposit with the courier or U.S. postal service.

16. Authority; Relationship. Each party represents that it has all requisite power and authority (including, for Owner, right, title, and interest in and to the Facility) to enter into this Agreement and perform its respective obligations hereunder. By entering into this Agreement, the parties intend to create only a licensor-licensee relationship and not a lease, partnership, joint venture, or other arrangement. Neither party will act or purport to act in the name or on behalf of the other in any transaction or dealings; without limiting the foregoing, the University's name may not be identified in any way with the aims, policies, programs, products or opinions of any organization or its members.



17. Miscellaneous. This Agreement is a complete and integrated agreement, and no provision hereof will be deemed to have been amended or waived unless such amendment or waiver is in writing and signed by both parties, in the case of an amendment, or the relevant party, in the case of a waiver. This Agreement will be governed by Missouri law. This Agreement may be executed by facsimile or electronic transmission and in multiple counterparts.

IN WITNESS WHEREOF, the parties have caused their respective duly-authorized agents to sign this Agreement.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:
Title:

Date

[If User is a company:]

[Company Name]

By:
Title:

Date

[If User is an individual:]

Printed Name:

Date



EXHIBIT A
to
Agreement between the University and [User Name] dated [Date]

FACILITY AND SPACE DESCRIPTIONS

[Instructions: A legal description of the Facility and/or a site plan of the Facility and Space should be attached, and then delete these bracketed instructions in the final document]

The Facility and/or Space are more particularly described or depicted on the attachment hereto; provided that any conflict or inconsistency between any term on such attachment and any term in the Agreement will be governed by the term in the Agreement, except only to the extent such conflict or inconsistency is with respect to the location or layout of the Facility and/or Space, in which case it will be governed by the term on such attachment.



EXHIBIT B
to
Agreement between the University and [Company Name] dated [Date]

SPECIAL FURNISHINGS, EXTRA SERVICES, AND FEES

[Instructions: If Owner is to provide any special FF&E, special services, or a combination thereof, in addition to any described in the Basic Terms, or if there are any special terms and conditions applicable to the foregoing, you may select one or more of the options below, as applicable. You should keep each numbered or lettered paragraph that is applicable in its entirety (subject only to completion of any highlighted blanks below), and delete any numbered or lettered paragraph(s) that are not applicable. Also delete these bracketed instructions in the final document]

1. Special Furnishings and Extra Services

a. Special Furnishings. Owner will, subject to all provisions of the Agreement, provide the following Special Furnishings:

<u>Description</u>	<u>Number of Units</u>	<u>Fee per Unit</u>	<u>Total Fee</u>
[e.g., desks, chairs, cabinets, computers, phones, etc.]	[Number]	[\$____/month, or N/A]	[\$____/month, or N/A]
[...]			
TOTAL	[Number]	[\$____/month, or N/A]	[\$____/month, or N/A]

b. Extra Services. Owner will, subject to all provisions of the Agreement, provide the following Extra Services:

<u>Description</u>	<u>Usage Type</u>	<u>Requirements/Limits</u>	<u>Fee</u>
[e.g., receptionist, conference room, mail/fax, copying, etc.]	[e.g., during business hours, as requested, reservations through central scheduling, first-come/first-served, etc.]	[e.g., not more than ____ hours/week or ____/month, etc., or N/A]	[e.g., \$____ one-time set-up fee; \$____/month, \$/hour, \$/page; at then-current standard rates, etc., or N/A]
[...]			

c. Special Provisions. The following provisions also will apply to any Special Furnishings and/or Extra Services described above; provided that any conflict or inconsistency between any provision below and any term in the Agreement (including elsewhere in this Exhibit or other Exhibits thereto) will be governed by the term in the Agreement. [Insert any special provisions here, or if none then delete this paragraph]

2. **Fees**. User will, subject to all provisions of the Agreement, pay the above Fees for its use of the Special Furnishings and/or Extra Services as described above, if any, and for [keep if applicable, or delete] any other items or services that Owner may provide or make available, at User's request, based on Owner's then-applicable fee schedule or standard rates. A current fee schedule for some or all of such Fees is attached hereto; provided that such schedule is being provided only for informational purposes, and any conflict or inconsistency between any term on such attachment and any term in the Agreement (including the Exhibits thereto) will be governed by the term in the Agreement. [Keep if a standard service and fee schedule is to be attached; otherwise, delete this sentence]

Owner may adopt or amend fee schedules and standard rates (including any or all of the Fees) from time to time in its discretion; provided, that Owner will give at least 30 days' prior written notice of any increases in any Fees.

3. **Time Limitations**. [If any payment to be made by either party under the Agreement is not made within 10 days after its due date then, at the other party's written request made within 30 days after such due date, the first party will pay a late payment service fee equal to ____% of the amount that is delinquent, plus interest at the rate of 9% per year on such amount until paid in full.]



EXHIBIT C
to
Agreement between the University and [User Name] dated [Date]

UNIVERSITY RULES AND REGULATIONS

- User is expected to observe simple rules of professionalism, courtesy, decency, and good manners at all times.
- User will comply with all of Owner's safety, fire protection, and evacuation policies and procedures. See _____ for information regarding emergency procedures, and see _____ for information regarding reporting accidents or incidents related to use of Owner's property.
- The possession of and discharge of firearms, weapons and explosives on Owner's property is prohibited except in Owner's regularly approved programs or by Owner's agents in the line of duty.
- Owner reserves the right to refuse access to any persons who, in Owner's good faith judgment, are deemed to be a threat to the safety, reputation, or property at the Facility and/or of its occupants.
- User will not alter any lock or install new or additional locks or bolts except as approved by Owner, nor during hours the Facility is locked permit any individual to enter who would not normally be permitted to enter the Facility.
- The use or possession of any alcoholic beverage on Owner's property is restricted or prohibited. See _____ for more information regarding alcoholic beverages. Smoking is prohibited.
- User will not: make, suffer or permit litter except in appropriate receptacles for that purpose; make or permit noises or odors that annoy or interfere with other occupants or persons having business at the Facility; or mark, defile or inappropriately use any water closets, toilet rooms, walls, windows, doors, or any other part of the Facility.
- The use of sound amplification devices on Owner's property may be restricted or prohibited.
- The solicitation of subscriptions or the collection of dues on Owner's property is prohibited.
- No part of the Facility may be occupied as living rooms or bedrooms except as Owner may set aside for such purposes.
- No pets are permitted within the Facility, except service animals trained to assist persons with disabilities and animals used in any laboratories that Owner may set aside for such purposes.
- All persons on Owner's property must abide by Owner's parking regulations, including the requirement to be properly registered with University police. Owner also reserves the right and privilege to charge fees to cover the cost of parking, provided that these must be charged in a non-discriminatory manner. See _____ for information regarding parking.
- With respect to the Common Areas, Owner reserves the right to set reasonable time, place and manner restrictions on all meetings, gatherings or get-togethers to assure the most beneficial use of the Facility, and that there is no interference with the right of students to obtain an education.
- With respect to the Common Areas, User will not permit any obstructions, including in driveways or walkways, and no posters, signs or other articles will be pasted, nailed, taped, stapled, or otherwise attached to any part of the interior or exterior (including windows and doors) of the Facility or light posts, telephone poles, trees, trash receptacles, or automobile windshields.
- The use of Owner's facilities should not imply an endorsement of any individual group or organization.
- The name of Owner will not be identified in any way with the aims, policies, programs, products or opinions of any individual, groups or organizations which meet in or use Owner's facilities.
- Owner reserves the right to waive any one of these policies and procedures, and/or as to any particular occupant, and any such waiver will not constitute a waiver of any other policy or procedure or any subsequent application thereof to any occupant.
- Owner will have the right to adopt such other Facility policies and procedures from time to time which may be needed for the safety, appearance, care and cleanliness of the Facility and the preservation of good order therein.
- Owner will not be liable to User for any violation of policies and procedures by other occupants, but will use its reasonable efforts to enforce the policies and procedures uniformly.