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**FACILITIES USE RENTAL AGREEMENT**  
(Short-Term Use Only)

1. West Virginia University, Morgantown WV (herein called "University") hereby grants to:

Name  
Address  
City, State, Zip  
Phone  
E-mail Address

**OR**

Representative  
Phone  
E-mail Address

(herein called the "Client") permission to use the Museum Education Center in the Art Museum of West Virginia University (herein called the "Facility") for the sole and specific purpose of: ("Event"). On (month, day, year) ("Event Date"), for approximately # number of guests. The move-in period shall begin at (Time) on (Date), and move-out must be completed by (Time) on (Date). The (Event) must end by 10:00pm on the (Event Date) with clean-up completed by 10:30pm.

2. **EVENT FEE:** Client agrees to pay University a fixed fee of \$1,500.00. All applicable local, state, and federal taxes will be charged to Client. Additional personnel charges as required.

3. **DEPOSIT:** Client agrees to provide: (1) a deposit of fifty (50%) percent of the total Event Fee and (2) a cleaning and damage deposit of two hundred fifty dollars (\$250.00), by credit card, cash or check, with the return of this signed Agreement in order to secure the Event Date as stated above. The remaining balance of the Event Fee is due thirty (30) calendar days before the Event. If no damage is caused nor excessive clean-up required, at the sole discretion of University, the cleaning and damage deposit will be returned to Client within thirty (30) calendar days.

4. **INSURANCE:** Client agrees to provide, with the return of this Agreement, a certificate of insurance in which the Client is named as insured and the University is named as additional insured, with minimum policy limits of one-million dollars (\$1,000,000), combined single limit in effect and covering all activities to take place at the Facility before, during, and after the Event times. The term of such coverage is to coincide with the dates of this Agreement, including move-in and move-out. The named additional insured shall be as follows: "West Virginia University Board of Governors on behalf of West Virginia University."

5. **TERM OF OFFER:** This offer shall become void if not signed by Client and returned with deposits and required documents before (Date month/day/year).

6. **RESERVATIONS:** Reservations must be made at least sixty (60) days in advance of the Event.

7. **SERVICES PROVIDED:** WVU will provide at its expense heating/air conditioning and overhead lighting for ordinary use. Facility staff will not set-up or clean-up for Events. All other services will be at the expense of the Client. The cleaning/damage deposit referenced in Section 3 will be returned unless Client causes damage to the Facility or if the event requires excessive clean-up, at the sole discretion of the University. If the Client causes damage or cleaning services that result in charges greater than \$250.00, the Client will be billed the actual cost to the University to return the Facility to its proper condition.

**8. COMPLIANCE WITH LAWS AND REGULATIONS:** Client will comply with all laws, ordinances and regulations, including tax and license fees of federal, state and local governmental agencies or bodies; and all University and Facility rules and regulations.

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

**10. INDEMNITY:** Client agrees to indemnify, defend and hold harmless the University 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 Client, University 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.

**11. PUBLIC SAFETY:** Client agrees that at all times the Client and all Guests will conduct their 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. Children must be supervised by a competent adult at all times.

**12. STAFFING:** University will secure and Client will pay, at the rates in effect at the time of the Event all necessary staffing, including security guards. The University retains the right to determine the appropriate number of staff and security necessary to serve and protect the Facility.

**13. INTELLECTUAL PROPERTY:** Client will assume all cost arising from the use of patented, trademarked, or copyrighted materials used on or incorporated in the Event. Client agrees to indemnify, defend, and hold harmless the University from any claims or costs, including legal fees, which might arise from the use of any such material.

**14. DEFAULT:** Should the Client default in the performance of any of the terms of this Agreement, the University, at its option, may terminate the same. Client shall be liable for the full amount of the Event Fee provided for herein. Any deposit made by Client shall be retained by the University and offset against the Event Fee owed by Client.

**15. ASSIGNMENT:** Client shall not assign, transfer, sublet or to otherwise dispose of this Agreement or its rights to use the Facility to any person or company without prior written consent of the University.

**16. CANCELLATION BY CLIENT:** Should Client cancel the Event covered under this Agreement, no deposit refund shall be made and the full Event Fee as called for by this Agreement shall be immediately payable by Client to the University as liquidated damages, not as penalty, and Client agrees also to pay any reimbursable expenses incurred by the University in connection with the Event.

**17. CANCELLATION BY UNIVERSITY:** The University reserves the right to terminate this Agreement for good cause (which does not include subsequent scheduling of a more preferred event). In the event the University exercises this right, it shall refund, or release Client from liability for payment of the amount provided for in Section 2. Should the University exercise said right to cancel this Agreement, Client agrees to forego any and all claims against the University and further agrees to waive any and all rights of this Agreement and Client shall have no recourse of any kind against the University.

**18. RETENTION OF PRIVILEGES:** The waiver or failure of the University to insist upon strict or prompt performance of any term of this Agreement shall not constitute or be construed as a waiver or relinquishment of the University'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 Client.

**19. DEFACEMENT OF FACILITY:** Client shall not injure, mar 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.

**20. DECORATIONS:** Nothing may be attached to the ceilings, ceiling beams, walls or floors of the Facility. Helium balloons are not permitted. All decorations must be free-standing. Candles are permitted only in enclosed glass or otherwise approved containers. All candle holders must be approved in advance. No confetti, rice, or other substance may be thrown in or on the grounds of the Facility, unless otherwise approved in advance. The use of any and all decorations will be subject to the approval of the Facility Director or designated staff at all times.

**21. SMOKING:** Smoking is prohibited in the Facility or any University property surrounding such Facility.

**22. ALCOHOL:** Beer, wine, and champagne may be permitted at events held at the Facility, subject to the sole and final discretion of the President's Designee in accordance with Board of Governors Policy 18. Events at which alcohol will be served must be catered by WVU Dining Services. All alcohol must be provided to WVU Dining Services by the Client. Neither Clients nor guests are permitted to bring alcohol into the Facility. If alcohol is brought into the Facility, the University reserves the right to remove it and any persons who violate this section. Clients seeking to serve alcohol at events with over 100 guests must bear the cost of extra security to be provided by the University Police Department. A two and a half-hour window for the service of beer, wine, and champagne will be enforced.

**23. RENTALS:** Vendors for rentals must be approved by the Director of the Museum Education Center or his or her designee. WVU does not assume liability for rental contracts between Vendor(s) and Client. Clients must coordinate the scheduling of rental deliveries and setup with the Administrative Associate, as identified by the Facility Director. Tents may be rented and placed on the patio, with set-up and take-down coordinated by the Administrative Associate.

**24. REMOVAL OF PROPERTY:** Client agrees that all materials pertinent to the Event that do not belong to the University will be removed from the premises before the expiration of this Agreement. Failure to remove property from the premises will result in additional fees and potential disposal by the University.

**25. EVACUATION OF FACILITY:** Should it become necessary in the judgment of the University to evacuate the Facility because of a bomb threat or for other reasons of public safety, the Client will retain the use of the Facility for sufficient time to complete presentation of the Event with no additional rental charge provided such time does not interfere with another Facility Client. If it is not possible to complete presentation of the Event, rental shall be forfeited, prorated or adjusted at the discretion of the University based on the situation, and the Client waives any claim for damages or compensation from the University.

**26. INTERRUPTIONS OR TERMINATION OF PERFORMANCE:** The University shall retain the right to cause the interruption or termination of any Event when, in the sole judgment of the University, such action is necessary in the interest of public safety.

**27. 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 Client shall have no right to claim any damages against the University.

**28. PERFORMANCE APPROVAL:** The University retains approval right over performance, exhibition or entertainment to be offered by Client during the Event under this Agreement, and Client agrees that no such activity or part thereof shall be given or held if the University 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.

**29. SEATING CAPACITY:** The Client will not permit Event attendance that surpasses in excess of the seating capacity of the Facility as determined by the University.

**30. LOST ARTICLES:** The University shall have the sole right to collect and have custody of articles left in the Facility by persons attending any Event in the Facility, such articles shall be returned to the appropriate person upon proper presentation of ownership.



Art Museum of West Virginia University  
College of Creative Arts  
P.O. Box 6112  
Morgantown, WV 26506-6111

**31. THEFT:** The University shall not be responsible for losses by Client, its agents or employees or Guests due to theft or disappearance of equipment or other personal property.

**32. OBJECTIONABLE PERSONS:** The University reserves the right to eject from the Facility any objectionable person or persons; and neither the University nor its employees shall be liable to Client or Guests for any damages that may be sustained through the exercise of such right.

**33. ANIMALS PROHIBITED:** Client shall not bring or permit to be brought any animals into or on the Premises with the exception of service animals.

**34. GOVERNING LAW/JURISDICTION:** The laws of the state of West Virginia shall govern the interpretation and enforcement of the Agreement. All disputes arising out of related to this Agreement shall be filed by Vendor in the West Virginia Court of Claims in Kanawha County or filed by University in a court of competent jurisdiction.

Accepted For the Client by:

For West Virginia University:

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_