E EN LICIE

MEDIA: All media to be projected must be in widescreen (16:9) format. Media is required at least 1 week in advance if Facility IT staff will be editing/creating the presentation(s). Media is required 2 workdays ahead of the scheduled event if no editing is required. This allows time for Facility staff to confirm all media is functioning properly. If a Facility IT student is requested to attend for the duration of the event to operate and control the presentations and a/v equipment the charge will be \$20/hour. This will need to be coordinated at least 1 week prior to the event.

For events utilizing Facility a/v equipment outside of normal business hours, users will be required to schedule a meeting with the Facilities Operations Manager prior to the scheduled event to review system operations.

EC I: Events held outside the normal business hours of 8 a.m. and 5 p.m., Monday through Friday, will require the presence of campus security. Security MUST be in attendance for the duration of the event. User is responsible for the related costs. The Facility Operations will arrange scheduling.

A KING: Parking passes/reservations are required from 7 a.m. to 7 p.m., Monday through Thursday, and 7 a.m. to 1 p.m. on Fridays. If the event is to be held during these hours, please arrange with Facility Operations for scheduling. The Facility will coordinate with UNLV Parking Enforcement; User is responsible for the cost. Reservations must be made prior to your event.

A university parking lot is located directly north of the UNLV Foundation Building. This parking area is divided into yellow spaces (reserved for faculty and staff only) and green spaces (which are metered and open to the public). Only the green metered parking spaces may be reserved for special events. Parking is also available in the parking garage located west of and across from the UNLV Foundation Building. There are a total of 30 spaces in the Y Lot and another 32 metered in the Cottage Grove parking garage for event use. Please note that parking is at the discretion of the Facility Operations.

A university parking Lot V is located directly east of the Richard Tam Alumni Center. There are green spaces (which are metered and open to the public). Only the green metered parking spaces may be reserved for special events. Parking is also available east of the Flora Dungan Humanities building in Lot D. Please note

UNLV Catering charges for room setup. The charge is in addition to food service fees. The User is responsible for making these arrangements directly with UNLV Catering. If Aramark is not going to be used, the Facility must be informed of whom will be providing the concessions. In addition, that caterer

Use of the UNLV logo must be approved in advance. Should this event be held in conjunction with an outside partner, you acknowledge equal branding of the UNLV unit or department will be displayed at the event. This allows a department rate to be applied vs. a general public rate. Should this not occur, the off-campus rate will be charged.

IN ANCE: The organization shall be required to produce a certificate of insurance showing evidence of a commercial general liability insurance policy at least five (5) college working days before the scheduled event with minimum limits of \$1,000,000.00 (one million dollars) for bodily injury and property damage per occurrence. The Board of Regents Nevada System of Higher Education must be named as an additional insured by endorsement. For further clarification, please see the insurance documentation form.

A MEN A ANGEMEN :

- **A.** Non-University Groups: A deposit totaling \$300 is due 30 days before the scheduled event(s) or upon reservation if made within 30 days. Failure to remit deposit may result in cancellation of reservation. Final payment is due from the User upon receipt of the final invoice.
- **B.** University Groups: University organizations paying by IDR or other payment means must return the IDR paperwork within 30 days from the invoice date to Facility Operations. New reservation requests will not be accepted from University groups with outstanding balances.

CANCELLA I N B E:

- A. Non-University Groups: Facility use cancellations will be accepted if notification is given in writing to Facility Operations at least 30 days (postmarked) before the scheduled use dates as listed on the Agreement. Cancellation prior to the 30-day window will result in no cancellation fee. Cancellation anytime during the final 30 days before arrival will result in forfeit of entire deposit paid for reserving the Facility. In special circumstances where no deposit is paid and the group cancels either before or after the 30-day deadline, an invoice will be sent with the appropriate charges for payment by the group. Groups failing to pay the invoice by the due date will be denied future use of the UNLV Foundation and the Richard Tam Alumni Center and sent to collection. Non-University Groups that schedule space with less than 30 days' notice will be required to pay a \$300 deposit when submitting the Reservation Form. Non-University Groups also agree to pay any reimbursable expenses incurred by the University in connection with the event covered by this agreement.
- **B.** Student Organizations/University Departments: Facility use cancellations will be accepted if notification is given to the Facility Operations within seven (7) college working days of the scheduled event.

CANCELLA I NB NI E I : The University reserves the right to terminate this agreement, if and only if requested to do so by NSHE, the Office of the President, UNLV Foundation Board of Trustees, or the Alumni Association Board. In the event the University exercises that right, it should refund or release User from liability for payment of the amount provided for in the Payment Agreement portion of this agreement. Should the University exercise said right to terminate this agreement, User agrees to forego any and all

C M LIANCE I H HELA AND EG AL I N: 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 University and Facility rules and regulations.

C N L F EMI E: It is understood that through this agreement the University does not relinquish right to control the management of the Facility and to enforce all necessary laws, rules, and regulations.

BLIC AFE: User agrees that at all times he/she will conduct his/her activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized government agencies responsible for public safety.

A IGNMEN: User agrees not to assign, transfer, sublet, or to otherwise dispose of this agreement or its rights to use the Facility to any person or company.

E EN I N F I ILEGE: The waiver or failure of the University to insist upon strict or prompt performance of the agreement herein shall not constitute or be constructed as a waiver or relinquishment of the University's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the User.

E AC A I N F FACILI: Should it become necessary in the judgment of the University to evacuate the Facility because of a threat to public safety, the User will retain the use of the Facility for sufficient time once the Facility has been determined safe to enter at no additional charge providing such time does not interfere with another User. If it is not possible to complete the event, the Facility fee will be forfeited, prorated, or adjusted at the discretion of the University based on the given situation and the User agrees to waive any claim for damages or compensation from the University.

IN E IN E MINA IN FE EN: The University shall retain the right to cause the interruption or termination of any performance when, in sole judgment of the University, such action is necessary in the interest of public safety.

AC C N AC: The User certifies that he/she has a valid, properly executed and compatible contract with the performers whose services form the basis for his/her desire to use the Facility. The User shall submit to the University upon demand a copy of said contract.

IGH F EF AL: The University retains the right to refuse any performance, exhibition, or entertainment to be offered under this Agreement. The User agrees that no such activity or part of an activity shall be given or heard if the University objects on the grounds of liability reasons, failure to uphold advertising claims, or violations of contract restrictions agreed to by both parties at the time of execution of this Agreement.



- C IGH: User will assume all cost 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 University from all claims or costs, including legal fees, which might arise from question of use of any such material.
- **B** ADCA AND EC DING IGH: The University 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. For more information on obtaining a Broadcast and Recording Permit, please contact the UNLV Office of Public Affairs at 702-895-3102.

HEF: The University shall not be responsible for losses by User, its agents or employees or guests due to theft or disappearance of equipment or other personal property.

BJEC I NABLE E N: 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 the User for any damages that may be sustained through the exercise of such right.

ANIMAL HIBI ED: The User or its participants shall not bring any animals into the Facility with the