



**High Point University  
FACILITIES USAGE AGREEMENT**

In consideration of the usage recovery fees and covenants herein expressed High Point University, herein called the "permitter", does hereby give permission to:

Sponsoring Organization/Group: \_\_\_\_\_

Contact Person for Event: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Herein after called the "permittee", to use High Point University facilities described below, between the following hours on the following day or days:

Date of event: \_\_\_\_\_ Times From- Rehearsal: \_\_\_\_\_ To: \_\_\_\_\_

Times From- Wedding: \_\_\_\_\_ To: \_\_\_\_\_

For the purpose of: Wedding Rehearsal, Wedding

Additional Information:

**Please contact your facility contact, Andria Williamson at 336-841-9132 for any further event logistics.**

**\*Please see attached addendums specific to the building you are reserving. In the event of overlapping, addendums will override this contract.\***

With the understanding that all use agreements are subject to the provisions of High Point University Regulations and Policies.

This agreement is granted upon the following terms and conditions:

1. The permittee shall have the use of the following described facilities:

a) Use of the: Chapel Garden, Chapel and Fellowship Hall

b) Specify audio/visual needs: \_\_\_\_\_

c) Other Requirements: \_\_\_\_\_

2. The facility usage recovery fee paid by the permittee is in the amounts and on the basis and terms as follows:

**\*Please note, fees will change as needs and services are altered\***

a) Rate for space: \$350.00

b) Rate for staff needed (Janitorial, athletic, training, supervisory, service, technical or other-per hour and total): \$ \_\_\_\_\_

c) Rate for special equipment requests (projectors, DVD player, TV, VCR...etc): \$ \_\_\_\_\_

- d) Event organizers are required to provide their own security if it is deemed necessary by the Athletics Facility Contact. The security must have jurisdiction in Guilford County. A contact name and number must be given to the Athletics Facility Contact at least three business days in advance of the event for verification. If the group does not have the ability to schedule security, the HPU Safety office will be able to provide scheduling at a rate of \$22/hour per officer and must be set up at least days in advance of the event. The number of officers needed will be determined by the Athletic Facilities Contact.
  - e) Permittee agrees to pay the total sum of \$350.00. At the time of signing this agreement, the permittee agrees to pay the non-refundable deposit of \$350.00 in cash, certified check or bank cashier's check payable to "High Point University" no later than 10 business days following confirmation/approval, \_\_\_\_\_, otherwise agreement will become null and void. (initials \_\_\_\_\_ )
  - f) Within five (5) business days after the holding of **all** events.  
Permittee agrees that full payment for facility use and additional costs not received by the above mentioned times and dates shall be subject to an interest charge not to exceed 18% annually.
3. Time shall be of the essence in this agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the permission of the Facility Contact, and all additional time shall be paid for according to the usage recovery rates by the Facility Contact, if such permission is granted.
  4. Permitter agrees to provide the permittee with the space on the day(s) of the scheduled event, commencing at see page 1 AM/PM and ending at see page 1 AM/PM.
  5. Permittee agrees that he will not permit an excess of the seating capacity, or admit a larger number or persons as established by fire safety regulations.
  6. Permittee agrees to comply with all laws, ordinances and rules applicable to the use of said described facilities and to pay all taxes imposed by law in connection with its use and occupancy thereof. Permittee further agrees to abide by and enforce all specified guidelines and regulations governing University grounds, buildings, and property.
  7. Smoking is prohibited in all University buildings and immediately outside of doorways. Violation of this regulation will result in immediate cancellation of the utilization of the facility without refund.
  8. No alcohol of any kind is permitted anywhere on the premises of the University campus. Violation of this regulation will result in immediate cancellation of the utilization of the facility without refund.
  9. Catering of any sort must be contracted with ARAMARK, the University's contracted food service. No other caterer may provide food service on the University campus.
  10. Permittee agrees that he shall not stage any act or performance in which fire or flame is involved
  11. Permittee agrees that he will not use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, shaves of grain, streamers, straw, paper, vines, moss, coniferous foliage of any similar flammable or combustible materials in or about said described facilities.
  12. Permittee shall not mar or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
  13. Erection of special platforms, water tanks, scaffolding, rigging or other apparatus is the responsibility of the permittee, but in order to insure safety to the performers and the public, shall be installed according to the specifications as determined by the City of High Point Building Inspector and the Facility Contact.
  14. Permittee agrees that he will not use permitter's equipment, tools, or furnishings, located in or about described facilities, without first applying for and receiving the approval of the Facility Contact.
  15. Permittee understands and agrees that during the term of this agreement other events may be held in other parts of the described facilities not included in this agreement and permittee shall so conduct its activities so as not to unreasonably interfere with such other events.

16. The permittee does hereby agree to hold harmless and indemnify High Point University, their officers, agents and employees, from any and all liability, loss, damages, costs, or expenses which are sustained, or incurred, arising out of the actions in the use of the described facilities by the permittee. Permittee further agrees to and hereby does waive any claim that, except for this waiver, it might otherwise have on account of the inability of permitter for any cause to furnish to permittee the use of the facilities herein described. Permittee further agrees to reimburse the permitter for any damage done to permitter's premises or equipment caused by or arising out of the use and occupancy of permitter's premises by permittee. The agreement is one of the considerations upon which this use of facilities is granted.
17. The permittee agrees to obtain at its own cost and expense public liability insurance in the sum of not less than **\$1M unless otherwise negotiated** for each person injured or killed, and not less than **\$1M unless otherwise negotiated** for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than **\$1M unless otherwise negotiated** for each occurrence. All policies shall name the High Point University as additional insured and shall contain a provision that such policy shall not be cancelled without thirty (30) days written notice to the High Point University. Permittee shall at the time of the execution of this agreement furnish permitter with a copy of said policy or policies or a certificate or certificates that such insurance has been issued.
18. Permittee shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the permitter. The permittee is an independent contractor and not the agent or employee of the permitter.
19. Permittee agrees that this writing constitutes the entire and final agreement, and that all prior negotiations and agreements are merged in this writing.
20. High Point University may reschedule or cancel this event at any time if it conflicts with a University event. In the event of cancellation, High Point University will reimburse permittee the full amount of the facility recovery fee.

IN WITNESS WHEREOF, the permitter has caused these presents to be signed by its University Scheduler or his designee, and the permittee has executed the same the day and date first above written.

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

For High Point University:

For the Permittee:

By \_\_\_\_\_  
*Manager of Chapel Programs*  
*Andria Williamson*

By \_\_\_\_\_  
*Permittee*