AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Facilities Use Agreement; Gunnison-Hinsdale Early

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & WSCU

Term Begins: Nov 4, 2016 **Term Ends:** 11/5/2016 **Grant Contract #:**

Summary:

Annual fall conference for Early childhood Council to be held at WSCU Nov 4 & 5. This is facility agreement for use of WSCU. Fee will be covered by ECC funding.

Fiscal Impact: $450 fee

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/27/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/27/16

Reveiwed by: Discharge Date: 10/27/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/28/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/1/2016

Revised April 2015

Western State Colorado University

FACILITIES USE AGREEMENT
UNIVERSITY CENTER
SPECIAL EVENT

THIS FACILITIES USE AGREEMENT (this "Agreement"), made **October 14, 2016** between Western State Colorado University, University Center ("Licensor"), and **Gunnison-Hinsdale Early Childhood Council, Gunnison County** (the "Event Holder").

1. **Event: Nurturing the Young Child Conference** (the "Event"). The Event Holder shall make all arrangements relating to the holding of the Event, except those specifically made the responsibility of Licensor by this Agreement.

2. **Facilities:** The following described facilities (the "Facilities") located at 600 N. Adams Street, Gunnison, Colorado, 81231 will be reserved for the Event Holder for the sole purpose of holding the Event.

   University Center Ballroom, East Hallway, North Conference Room, South Conference Room and Boardroom.

3. **Additional Space, Equipment, Services:** Licensor shall provide for the benefit of Event Holder the space, equipment, and/or services as follows:

   A/V Equipment to include VGA cables, Projector and Sound System

4. **Term:** Event Holder shall be permitted to use the above described Facilities for the Event between the following dates and times.

   Group can pre-access space at 3pm on Friday, November 4th. Conference runs from 9:00 am – 4:00 pm Saturday, November 5, 2016.

5. **Fees:** You agree to pay all fees due within thirty (30) days after the date you are invoiced for same. Please make all payments payable to Western State Colorado University and deliver them to: University Center Operations, University Center #102, 600 N. Adams Street, Gunnison, CO 81231.

6. **Sodexo:** Sodexo America, LLC ("Sodexo") is ***the exclusive caterer*** for the University Center. If Event Holder would like to use an outside caterer, Event Holder must receive written prior permission from Sodexo waiving its exclusive catering right. Event Holder must, prior to the Event, provide a copy of such waiver to a representative of Licensor and shall notify Licensor of the company or individual who will be providing catering service.

7. **Alcohol: No alcohol may be consumed, served or sold in the University Center unless it is provided by Sodexo.** Event Holder must submit Alcohol Request Form to Gary Pierson, Vice President for Student Affairs for approval prior to event. Event Holder must abide by WSCU policy guidelines pertaining to alcohol use on campus.

8. **Policies & Procedures:** Event Holder shall follow Licensor's policies and procedures attached to this Agreement. Licensor has the right to enforce all rules and procedures at all times and eject any objectionable person(s) from the premises.

9. **Clean up and Damage:** Event Holder must leave the room in the same condition it was found. Should Event Holder neglect its cleanup duties, it will be charged as deemed necessary by Licensor. Any equipment requested and used during the Event must be left in good working condition. Event Holder will be charged for broken or missing equipment. Event Holder is responsible for the actions of all its guests.

10. **Cancellation/Termination:** The parties shall have a right to terminate this Agreement by giving the other party at least twenty four (24) hours advance notice. If notice is so given, this Agreement shall terminate. In the event of a cancellation (without notification), the Event Holder shall be charged a $25.00 cancellation fee. Event Holder should call (970) 943-2151 to cancel the Event.

11. **Compliance with Laws:** Event Holder shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

12. **Responsibility & Insurance:** You are responsible for the supervision and control of your guests and attendees of the event. You assume full responsibility for all loss, damage or expenses incurred by the University or any of its agents, employees or representatives, which is directly or proximately caused by your use of the Designated Space or the University Center, and you shall promptly reimburse the University for any and all such loss, damage or expenses.

    You expressly agree to indemnify and hold harmless the University, and its officers, employees, representatives, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for the acts, omissions or wrongful conduct of yourself, and/or your guests and attendees, in connection with your operations, activities, occupancy or use of the Designated Space or the University Center, regardless of whether such use was authorized or not. If you are a state or federal government agency, indemnification is not required where prohibited by law.

    If you are a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-01, et seq., as amended ("Act"), you shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet your liabilities under the Act. Upon our request, you shall show proof of such insurance.

The parties below have executed this Agreement:

EVENT HOLDER:	**LICENSOR:**
Name: _____	_____ University Center Operations
_____ Signature Date	_____ Signature Date

Exhibit A

University Center Event Policies and Procedures

The rules of conduct of Western State Colorado University will apply. The University Center Director of Operations or authorized personnel shall have the right to order any person in violation of the policies and procedures to leave the building. WSCU security personnel may be used to enforce policies and procedures.

Meeting Space:

- Activity must be confined to designated space.
- Activity must stay within time granted for occupancy and not extended without permission of University Center representative.
- Furniture and equipment property of University Center shall not be removed from space.
- Western State Colorado University and the University Center shall not be held responsible for any goods and materials brought in by event planner or outside contractors.
- Individuals, groups and organizations will be held accountable for any damages or losses occurring during or resulting from individual conduct or group activity in the University Center. The amount of assessment will be in terms of actual cost of repair or replacement.
- The University Center Reserves the right to deny any activity or equipment usage that may cause damage to facility.
- Meeting space must be left in the same condition it was found. A cleaning fee of $25/hr. will be assessed for any extensive cleaning beyond standard service.

Decorations:

- No stapling or tacking of linens or decorations to fixtures or furnishings including tables.
- No banners, placards or other materials may be attached to walls, ceilings or floor.
- Glitter and confetti are not permitted.
- Candles are not permitted unless fully contained and with permission.
- All personal decorations must be removed immediately following the event. No personal items/equipment shall be left overnight unless arrangements have been made in advance.

Audio/Visual Equipment:

- A/V equipment available when reserved in advance; other requests upon approval.
- Additional fee may be assessed for any A/V support beyond standard service provided.

Smoking and Alcohol:

- Smoking is not permitted within 30 feet of building.
- No alcoholic beverages may be consumed, served or sold in the University Center unless provided by Sodexo.

Catering:

- Sodexo America, LLC is the exclusive caterer for all events hosted at the University Center.
- Please contact Sodexo at (970) 943-2005 or email catering@western.edu to make arrangements for catering service.