

## Mount Mercy University Facility Rental Agreement

This Agreement is made between the below named organization (referred to as “USER”) and Mount Mercy University (referred to as “MMU”), concerning the use of the following MMU facility on the date and times specified below:

Name/Organization	
Contact Name	
Address	
Email	
Phone	
Event Name	
MMU Rented Facility	
Rental Date(s)	
Event Starting Time	
Event Ending Time	
Rental Fee	
Deposit if required	
Payment Terms	
Anticipated Attendance	

The USER agrees to comply with the following terms and conditions:

### **1. License**

1.1 This Agreement is a license, not a lease, and the relationship of MMU and USER is that of licensor/licensee, not that of landlord/tenant. If the USER breaches this Agreement, or if MMU has reasonable cause to believe that the holding of the Event may endanger students or the public, or is contrary to the policies of MMU, MMU may cancel all activities of USER in progress and oust USER without prior notice.

### **2. Rental Facility**

2.1 MMU will provide the USER with use of the Rented Facility for the security deposit, fee, purpose and time indicated in **EXHIBIT A** of this Agreement.

2.2 The Rented Facility will be setup per the USER’s reasonable specifications provided to MMU at the time of this Agreement. MMU will identify in **EXHIBIT A** the setup it will provide. The USER is responsible for any setup beyond what MMU provides. Any additional

changes or specifications the USER wishes to make must be identified to MMU in writing no later than five (5) calendar days prior of Rental Date.

### **3. Common Areas, Parking, Signage, and Recordings**

3.1 MMU will provide the USER with the non-exclusive right to reasonably use of all common areas that are part of the property on which the Rental Facility is located. This includes, but is not limited to, elevators, stairways, restrooms, hallways, and entrances. USER should not restrict use of the common areas by MMU or other users. MMU has the right to impose rules that regulate or control the use of the common areas.

3.2 Parking for USER and guests attending USER's event will be determined in advance of the Event and set forth in **EXHIBIT A**. USER shall not charge for parking unless MMU has agreed in **EXHIBIT A** to such arrangement.

3.3 All signage and the location of signage related to the event must be approved in writing in **EXHIBIT A** in advance by MMU. Nails, screws, adhesives, or other materials that may damage the Rental Facility are prohibited. The USER is responsible for returning the Rental Facility to its original condition.

3.4 The USER is responsible for and shall indemnify and hold MMU harmless as detailed in Section 10 of this Agreement for any and all damage to the common areas resulting from the use of the common areas by the USER or its guests.

### **4. Use of Rental Facility**

4.1 The USER will use the Rental Facility only for the Event identified in this Agreement and **EXHIBIT A**, only on the dates and times identified in **EXHIBIT A**, and only use the Rental Facility for its intended use.

4.2 USER is responsible to provide adequate supervision of the event. USER will take all reasonable steps to prevent any interference with MMU programs and activities.

4.3 If USER will charge admission to the Event, USER will explain in detail its admissions policy in **EXHIBIT A** and will agree to pay a fee to MMU as provided in **EXHIBIT A**.

4.4 Nothing in this Agreement shall be construed to give the USER the right to use MMU's name or trademarks.

4.5 USER shall not conduct any collections or solicitations for funds; conduct any sales of items or services without the advance written approval of MMU in **EXHIBIT A**; or permit the making of video or audio recordings or broadcasts without the advance written approval of MMU in **EXHIBIT A**.

4.6 The USER agrees not to interfere in any way with the ordinary use by MMU or others of any portion of the building or grounds in which the Rental Facility is located. The USER acknowledges that other events may be scheduled during their Event in these locations.

4.7 The USER is responsible for all costs and expenses of damage related to USER's Event.

## **5. Utilities and other Expenses**

5.1 MMU will provide utilities, grounds keeping and janitorial services that the Rental Facility would require for normal use. USER is responsible for paying for extraordinary utilities, grounds keeping or janitorial services. Any USER property or materials not removed at the end of the event will be discarded and the USER will be assessed any related costs. MMU is not responsible for lost or damaged items.

5.2 MMU will not provide personnel or services to the USER unless agreed upon by the parties in advance in writing in **EXHIBIT A**. USER representative in charge of the event must be identified in advance in writing in **EXHIBIT A**.

## **6. Term, Cancellation, and Termination**

6.1 In the event that the USER must cancel, USER must notify MMU as soon as possible prior to the Event. Normally, the security deposit will be forfeited. The security deposit may be returned if sufficient notice of the cancellation was given.

6.2 Inclement weather may require that the Event must be cancelled or rescheduled. MMU retains the sole discretion to determine whether the Event cannot proceed as scheduled. MMU will contact USER as soon as practicable to discuss the decision to cancel or reschedule. If USER wants the decision to cancel or reschedule to be made prior to the day of the Event, the USER must designate such advance notice in **EXHIBIT A**.

6.3 MMU reserves the right to deny or cancel an event in the case of an emergency situation, perceived danger, or if it is determined that the event is not in the best interests of MMU. Emergency situations include, but are not limited to, strikes, acts of God, floods, power failure, war, terrorist threats, government regulation, or other situations that make it inadvisable, illegal, or dangerous to proceed with the Event.

6.4 Any misrepresentation by the USER to obtain this Agreement with MMU shall be grounds for immediate termination of this Agreement by MMU.

6.5 MMU is not responsible for any costs incurred by the USER as a result of a cancellation.

## **7. Food and Beverage**

7.1 MMU is under contract with Aramark for exclusive rights to provide catering for all events held in MMU facilities. USER agrees to fulfill all catering needs through Aramark.

7.2 Alcohol cannot be present or consumed without the advance written approval of MMU in **EXHIBIT A**.

7.3 The presence or use of any tobacco or similar product is prohibited.

## **8. Assignment and Subletting**

8.1 The USER is not allowed to assign, sublet, or transfer this Agreement.

## **9. Compliance with the Law**

9.1 The USER agrees to comply with all applicable laws, ordinances, rules, and regulations of the city, county, state, and federal government and all MMU policies. The USER will not permit the Rental Facility to be used for any unlawful purpose, and will indemnify and hold harmless MMU from any and all taxes, fines, penalties, and related legal costs that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

## **10. Indemnity**

10.1 USER shall indemnify, defend and hold harmless MMU, its faculty, officials, directors, employees, agents and volunteers from and against any and all claims, demands, causes of action, orders, decrees, or judgments for personal injury or death, damage to or loss of property or any other damage and/or liability (including all costs and attorney's fees incurred in  
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defending any claim, demand or cause of action) occasioned by, growing out of, or arising or resulting from any act or omission on the part of USER or any associate(s) or guests of USER in connection with the Rental, except for any liabilities or losses adjudicated to have proximately resulted from the sole negligence or willful misconduct of MMU.

10.2 USER shall maintain insurance with a reputable insurance company licensed in the State of Iowa at USER's sole cost and expense. A certificate of insurance must be provided to MMU and **must name MMU and its employees as additional insured** against claims and damages resulting from injury or death to any person, property damage, and liability related to and/or arising from the Event, in an aggregate amount of \$1 million dollars. The certificate of insurance must be provided to MMU no later than 48 hours prior to the rental date. Waiver of insurance requirement in **EXHIBIT A**.

## **11. Miscellaneous**

11.1 None of the terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument. Amendments to this Agreement may be made with MMU through writing prior to the date of the USER's Event. Amendments must be signed by both parties.

11.2 All notices and demands between parties are to be made through writing as provided in **EXHIBIT A**. Notices may be hand delivered, mailed, or emailed.

11.3 The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement. Captions shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

11.4 This Agreement shall be construed and enforced in accordance with the laws of Iowa.

This Agreement is effective as of the date it is signed on behalf of MMU. By providing your signature, you agree to accept all terms and conditions as set forth in this Agreement.

**Mount Mercy University**

**USER**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Title \_\_\_\_\_

Title\_\_\_\_\_

Date \_\_\_\_\_

Date\_\_\_\_\_

## **EXHIBIT A**

The section numbers referenced below refer to the Sections in the Facility Rental Agreement that reference Exhibit A. In the event no information is needed to be added to Exhibit A, indicate by using “n/a” for that item.

### **Program purposes, date and time (Section 2.1):**

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### **Security Deposit and Rent (Section 2.1 & 4.1):**

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### **Setup provided by the University (Section 2.2):**

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### **Parking (Section 3.2):**

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### **Signage (Section 3.3):**

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### **Admissions (Section 4.3):**

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**Sales (Section 4.5):**

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**Recording or Broadcasting (Section 4.5)**

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**User Representative in charge of the event; including contact information (Section 5.2):**

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**MMU provided personnel (Section 5.2):**

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**MMU provided ancillary equipment or services (Section 5.2):**

\_\_\_ Use of locker rooms. \_\_\_ Number of locker rooms needed.

\_\_\_ Lights. \_\_\_\_\_ Starting time. \_\_\_\_\_ Ending time.

\_\_\_ Use of Press Box and Scoreboard

\_\_\_ Use of concessions area.

\_\_\_ Admissions personnel.

Other: \_\_\_\_\_

**Inclement weather notification (Section 6.2):**

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**Alcohol consumption (Section 7.2):**

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**USER insurance requirements (Section 10.2):**

Insurance Not Required: \_\_\_\_\_ Date: \_\_\_\_\_

MMU Signature

**Notices (Section 11.2):**

Notice to MMU shall be provided to:

Notice to USER:

\_\_\_\_\_

\_\_\_\_\_

1330 Elmhurst Drive NE

\_\_\_\_\_

Cedar Rapids, IA 52402

\_\_\_\_\_

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

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

Telephone: \_\_\_\_\_