

GUIDELINES AND CONDITIONS

All agreements between any party and DePaul University are made subject to the rules and regulations of the University, the provisions stated in the Events Information Sheet and the following Guidelines and Conditions:

1. As used herein, terms shall have the following meaning: "Event" – the meeting, seminar, reception, banquet or other functions forming the subject of this Agreement; "University" – DePaul University; "Sponsor" – the corporation, organization, association, department, individual or other entity contracting or seeking to contract with the University for use of University facilities.
2. The University reserves the right to deny access to its facilities to any Sponsor or its agents, invitees, employees or independent contractors for whatever reason and without explanation, except where otherwise prohibited by Federal, state or local laws.
3. As a private university, DePaul reserves the right to reject any group or group activity whose purpose is in conflict with the mission of DePaul or which may inflict damage to the reputation of DePaul.
4. The University reserves the right to deny access to its facilities to any Sponsor whose event is in competition or conflict with any University academic classes, courses, or programs.
5. DePaul University requires that all Sponsors outside of DePaul University provide a Certificate of Insurance which names DePaul University as an additional insured for the date(s) of the Event. This certificate shall be in amounts of no less than \$1 million per occurrence and \$5 million aggregate for bodily injury and property damage and covers claims by DePaul students, faculty and employees, and the general public. This certificate is due no later than two weeks prior to the Event. The University reserves the right to terminate the Agreement if these requirements are not met.
6. Any Sponsors and their agents, invitees, employees or independent contractors using a University facility are financially responsible for damages to the facility and/or any other property of the University incurred during its use and agree to indemnify DePaul for any claims for damages (including legal fees) brought against DePaul as a result of their negligence or willful misconduct. The provisions of paragraph 3 shall survive the termination of this Agreement.
7. Total Fees for Events scheduled and held within two weeks are due in the Conference Services Office no later than the day of the event. A deposit of fifty percent (50%) of the room rental fees shall be made within two weeks of scheduling an Event, in order to hold the reservation. Payment of the remaining balance is due in the Conference Services Office no later than the day of the Event, unless prior arrangements have been made in writing with the University's Coordinator of Conference Services. Future reservations for DePaul facilities will not be honored until all of the Sponsor's outstanding debts have been paid.
8. To cancel a reservation, the Conference Services Office must receive written notice from the Sponsor 5 business days prior to the Event. Events paid in full or deposits received prior to cancellation and proper cancellation notice given, total payment will be refunded. Events cancelled less than 5 business days will be refunded 50% of total payment, however deposits will be non-refundable.
9. Requests for academic usage of facilities will preempt all other requests. Requests for non-academic usage of DePaul facilities are allocated on a first-come, first-confirm basis within each quarter term.
10. Any change in room requirements will result in room rental charges. Pricing not quoted in this Agreement may be subject to change without notice.
11. The Sponsor and its agents, invitees, employees, and/or independent contractors warrant that the activities offered in relation to the Event will not cause disruption of campus/community atmosphere, and which includes but not limited to traffic, noise, or activities of an inflammatory nature. DePaul University reserves sole discretion to determine the circumstances under which a particular activity constitutes a disruption of campus/community atmosphere.
12. The telephone number(s) and name(s) of the sponsoring groups or individuals using the facility must be displayed on all promotional materials relating to the Event.
13. Sponsor may state in promotional materials or advertisements the words "DePaul University ©", accompanied by the address where the Event will take place, for the sole purpose of indicating the location of the Event. Under no other circumstances may Sponsor use or display DePaul University's name or trademarks without explicit written approval from DePaul University's Office of the General Counsel, (312) 362-8865.
14. No public address system or sound producing/sound amplifying equipment may be operated unless specifically authorized by the University's area manager.
15. Animals are specifically prohibited from being in any DePaul building or facility unless exempt from such regulations by law, i.e. leader dogs for blind people.
16. Furniture or any items in DePaul facilities may not be rearranged except by employees of the University. Requests to rearrange items must be made by work order through the University.
17. All audio-visual and teleconference equipment, made available to the Sponsor by the University, not accounted for at the conclusion of the Event will be charged to the Sponsor at full replacement cost. Audio-visual and teleconference equipment ordered and not canceled by Sponsor at the onset of an event will be charged the full rate.
18. DePaul University is a smoke-free institution. Smoking is not permitted at any time in any DePaul facility. DePaul University shall not be liable for any loss or damage to any property brought onto University premises prior to, during or after the Event by the Sponsor or its agents, invitees, employees or independent contractors. University employees are specifically prohibited from accepting custody of any such property.
19. All applicable federal, state, and municipal laws and ordinances shall be observed and enforced in facilities used by any group or organization.
20. In the event that the premises, or any part thereof, be damaged or destroyed by fire or any other cause; or if a strike, act of God, national emergency, or other unforeseen event of any kind shall make the premises uninhabitable, this Agreement shall terminate. In such circumstances, the University shall not be liable for loss of profits or other similar or dissimilar expected, collateral or consequential damages whether based on breach of contract, warranty, tort or otherwise.
21. Neither party may assign any rights or obligations under the Agreement to any other individual or organization without prior written consent of the other party.
22. If any section or clause of the Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent permitted by law; or, if otherwise deemed unenforceable, the unenforceable portion shall be deemed stricken, and the remainder of the Agreement shall remain in full force and effect.