South Dakota State University  
Oak Lake Field Station  
Facilities and Services Agreement

This facilities and services agreement is made and entered into this ________ day of __________, 20____, by and between South Dakota State University Oak Lake Field Station, hereinafter called the University and ________________, hereinafter called Renter. The University agrees to provide facilities and services listed below and the Renter agrees to compensate the University for those facilities and services in accordance with the terms and conditions listed below:

RENTAL CONTACT PERSON: __________________________ Phone: (____)________________

ADDRESS: _________________________________________________________________________

PROPOSED USAGE DATES: ____________________________________________________________

ARRIVAL TIME ______ AM/PM       DEPARTURE TIME ______ AM/PM

ESTIMATED NUMBER OF PEOPLE INVOLVED: _____________________________________________

OLFS RESERVATIONS: Ms. Dawn Van Ballegooyen, Natural Resource Management Department, SDSU, Brookings, SD 57007 (605)688-4777

I. LODGING ARRANGEMENTS (include approximate numbers in each unit):
   ______ Bunkhouse
   ______ Dining Hall
   ______ Primitive Camping
   ______ Shower Building

II. DINING HALL
   ______ Requested
   ______ Not Needed

III. SPECIAL NEEDS:
   ______ Classroom
   ______ Peninsula Classroom
   ______ Laboratory Space (approved research projects only)
   ______ Riding Corral (4-H and SDSU Horse Unit Only)

<table>
<thead>
<tr>
<th>Group1</th>
<th>Overnight2</th>
<th>Peninsula Class3 Ind/Min</th>
<th>Bunkhouse3 Ind/Min</th>
<th>Dining Hall3 Ind/Min</th>
<th>Classroom/ Lab3 Ind/Min</th>
<th>Canoes4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td>$5/ind</td>
<td>$1/$7.50 min</td>
<td>$1/$7.50 min</td>
<td>$1/$12.50 min</td>
<td>$1/$6 min</td>
<td>$2.50/dy</td>
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<tr>
<td>Non-Academic</td>
<td>$15/ind</td>
<td>$1/$30 min</td>
<td>$1/$30 min</td>
<td>$1/$50 min</td>
<td>$1/$25 min</td>
<td>$15/dy</td>
</tr>
</tbody>
</table>

Motorized Boat with Trailer (academic use only by permission) - $40/day + Fuel

EZ Go Utility Cart with Tilt Bed (academic use only by permission) - $10/day + Fuel

Mesocosm Array (academic use only by permission) - $40/week

A $1.25/$2.50 per person/day grounds use fee will be charged to those using the grounds.

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1Academic groups are those engaged in recognized educational programs through public/private schools, colleges and universities. Non-academic groups are those engaged in all other private, civic and religious programs.

2Overnight charges are assessed per individual per day.

3Groups are charged a minimum building fee for up to 30 individuals. Larger groups (>30) are charged an additional $1 amount per person per day according to the figure to the left of the minimum charge. For example, a group of 32 individuals (non-academic) renting the dining hall would pay $52 per day.

4Canoes may be rented at the listed rates per day. Each canoe holds 3 people. Life vests and paddles are included within the rental fee. South Dakota State University assumes no responsibility for accidents related to the use of canoes.
Requests may be submitted to the Field Station Director for a service project. Successful completion of approved 2 hour service project will reduce the total billing by half (those already receiving special fee discounts do not also qualify for a service project discount).

Additional charges may be assessed if the following tasks are not completed prior to group departure (see Deposit Below):

1. Groups must check-in and check-out with Field Station staff. In addition, all groups should sign-in and sign-out at the main gate.
2. All trash must be removed from the site (There will be a $5.00 per bag charge for any trash left at field station).
3. Floors must be swept.
4. Dishes must be washed and put away.
5. Windows and doors must be shut.
6. Lights must be turned-off.
7. Teaching materials (Resource Room) must be put away.
8. Gates must be closed.

All individuals must submit a $100 damage/cleaning deposit with the reservation form. Sponsored groups may submit a letter signed by an authorized representative of the sponsoring group and accepting responsibility for damages and cleaning costs in lieu of a cash deposit. Deposits and letters accepting responsibility will be held until the caretaker has inspected reserved facilities following departure of each group. In the event that damages occur or cleaning/trash removal is required, charges will be assessed against the damage deposit or sponsoring group to cover such expenses.

Facility and Equipment Fee Total:

To be billed after field station use. Please call with final participant numbers.

____ Damage Fee/Sponsor Letter of Responsibility

____ Total Fees

____ 6.00 % tax

____ TOTAL

We the undersigned, do hereby enter into this facilities and services agreement, as witnessed by our signature below.

SOUTH DAKOTA STATE UNIVERSITY                     RENTER

__________________________________   _____________________________
OLFS Director, Date        Name of Organization

__________________________________                      _____________________________
Authorized Representative for Renter – Name, Title, Date

Return pages 1 and 2 with the reservation fee to:
Oak Lake Field Station
Natural Resource Management Department
Box 2140B
South Dakota State University
Brookings, SD  57007

Questions regarding facilities and programs should be directed to:

Dr. Nels H. Troelstrup, Jr., Station Director
nels.troelstrup@sdstate.edu
(605)-688-5503
(605)-688-6121
IV. FINANCIAL ARRANGEMENTS:

A. Payment form:
Renter shall pay the University all charges in payment form of cash or check payable to:

Oak Lake Field Station  
Box 2140B  
South Dakota State University  
Brookings, SD  57007

B. Billing:
No more than 48 hours after the completion of the event, the renter will provide the University with a total number of participants. No more than five (5) working days after the completion of the event, the University will provide Renter with a bill listing all charges and credits for the event. Renter will pay the University all unpaid charges within thirty (30) days after the receipt of the bill.

C. Guarantee/Deposit:
Renter will provide the University with guaranteed numbers for lodging no later than five (5) working days before the earliest date appearing in section I hereof. The charges for which Renter shall be liable will be based on guaranteed numbers or actual head and bed counts, whichever is greater, with the guaranteed numbers for head and bed counts subject to the following:
1. Amount of charges shall be no less than 90% of the amounts computed using the guaranteed numbers for head and bed counts; and
2. The University does not guarantee availability of facilities or lodging in excess of that required for 110% of said guaranteed numbers for head and bed counts, respectively; and
3. The University does not guarantee sole use of the site as there may be other groups renting/using parts of the Field Station.

D. Cancellation:
If the renter cancels this agreement within ten (10) days of the first date appearing in I hereof, it shall be liable to the University for the deposit fee. If Renter does not cancel prior to five (5) days before the first day appearing in I hereof, it shall be obligated as set forth in IV, C above. If the Renter does not cancel and does not damage the property or leave it in a dirty condition, the amount of the deposit will be assessed and deducted from the total of the rental fee due.

E. Failure to Pay:
Renter agrees that failure to pay thereof in accordance with this agreement, or if Renter violates any other provision of this agreement, all remaining obligations of the University under this agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of the Renter. In any case, all amounts owing to the University hereunder which are more than sixty (60) days past due shall be subject to service charge of 1 1/2% per month, constituting an annual percentage rate of 18%. Renter shall reimburse the University for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the University shall be entitled to such sum as the trial court, and on appeal any appellate court, may adjudge reasonable as attorney fee to be allowed in said suit or action.
V. HOLD HARMLESS, INDEMNIFICATION OR INSURANCE:

A. Renter agrees to indemnify and hold the state and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of or connection with the use of the facilities described herein. It is the intention of the parties that the state, and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings on the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

B. Renter expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and agrees to pay the state for all damages caused to the facilities resulting from user's activities hereunder.

C. Renter represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that the renter will observe, and cause the participants in the activity to observe all safety rules for the facility and the activity. Renter acknowledges that the state has no duty to and will not provide supervision of the activity.

D. Renter shall provide liability insurance for itself and all participants in subject conference to provide adequate coverage for each person/occurrence for bodily injury and/or personal damage. Renter shall provide the University with a certificate of said insurance no less than ten (10) days before the first date appearing in I hereof.

VI. ADDITIONS OR DELETIONS:

Any additional facilities and/or services not specified in this agreement are subject to additional charges. These charges will be included in the balance due in the bill presented to the Renter by the University pursuant to IV., B hereof. Otherwise, any additions to and/or deletions from this agreement must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same individual.

VII. APPLICABLE LAW:

This agreement shall be governed by the laws of the state of South Dakota. The University is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or University programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.

VIII. UNIVERSITY REGULATIONS:

Renter is required to adhere to all University policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, or termination of this agreement pursuant to XIII hereof.

IX. UNIVERSITY RIGHTS:

The University may exercise the following rights:

1. To enter any room/facility for the purpose of inspection, maintenance, repair or emergency.
2. To reassign residents within the Field Station, after timely notification, in order to accomplish necessary repairs and renovation to the building.
3. To revoke the privilege of residency in or utilization of any of its buildings of any occupant whose conduct, solely in the University's opinion, becomes injurious or potentially injurious to the University, facility, staff, or renters.
X. **USE OF THE UNIVERSITY NAME:**
User will not use the name of South Dakota State University in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or in any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by a University official.

XI. **CURTAILMENT:**
In the event that University buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event that other circumstances render the fulfillment of this agreement impractical or impossible, Renter shall be obligated to pay the fees hereinabove stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstance. Renter hereby waives any claim for damage or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

XII. **ASSIGNMENT PROHIBITED:**
The Renter may not assign this agreement to another individual or group without the prior written consent of the University.

XIII. **TIME LIMIT:**
This agreement is not binding until countersigned by South Dakota State University. The University will honor its terms, the rates for charges and the availability of facilities and services for ten (10) days from the date of mailing of this agreement to its receipt back signed by the Renter. After that it will be subject to change and availability.

XIV. **DAMAGE/CLEANUP:**
In the event that Renter damages the facilities/equipment or leaves it in an unclean condition, the reservation deposit shall be forfeited. If the cost of the damage or clean up exceeds the amount of the reservation deposit, the Renter will be assessed additional charges to cover the difference.

rev. 3-Feb-12