



# FACILITIES USE AGREEMENT

## FOR INTERNAL USERS

THIS FACILITIES USE AGREEMENT (“Agreement”) is entered into between South Dakota State University – **McCrorry Gardens** - a public institution of higher education under the control and management of the South Dakota Board of Regents (hereinafter “McCrorry Gardens”) and \_\_\_\_\_ (hereinafter “User”) under the following terms:

### 1. USER INFORMATION:

Event Name: \_\_\_\_\_  
 Reservation ID# from EMS: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. For and in consideration of the charges hereinafter provided, the mutual agreements contained herein, and subject to the terms and the conditions hereinafter stated, hereby allows use of the:

- Great Hall     Classroom     Formal Gardens     Straw Bale House  
 on the campus of SDSU, Brookings, SD (McCrorry Gardens) to the User.

3. TERM: The term of the agreement, including date(s) and time(s) is as follows:

From: \_\_\_\_\_ To: \_\_\_\_\_

4. USE - The User shall have the right to occupy and use said Facility for the following purposes and no other:

Name purpose of USE \_\_\_\_\_

5. FACILITY FEE: The User agrees to pay McCrorry Gardens for use of said space a fee of \$ \_\_\_\_\_ for the use time period. Payment shall be made within thirty (30) days following receipt of an invoice from McCrorry Gardens after the Event.

6. ADDITIONAL COSTS: The aforementioned payment does not include any costs other than Facility use costs. User may incur additional costs, including but not limited to, operating expenses and costs associated with police, parking, setup, etc. The aforementioned payment also does not include costs for equipment, audio services, video services or audio/video technician services. **SEE ATTACHMENT A- ESTIMATED COSTS** for a full breakdown of the costs. Further, additional costs may be charged for damages to the facilities or grounds or for additional services provided which exceed the estimated costs. Such additional costs shall be due and payable within thirty (30) days following receipt of an invoice from University.

7. FOOD SERVICE, CONCESSIONS AND VENDING - The rights to all food and drink concessions are reserved by the University. A separate fee will be charged for food and drink activities. Food and Beverage will be coordinated by the USER through its food service vendor, Aramark.

8. ALCOHOLIC BEVERAGES: Alcohol may be served and sold at the event if approved by the University President in accordance with South Dakota Board of Regents and University policies and procedures, as well as applicable licensure through the City of Brookings, SD in accordance with South Dakota law. **Alcoholic Beverage consumption and sales must be pre-approved and coordinated also via its vendor, Aramark, and McCrory Gardens, 45 days prior to event**

9. INGRESS/EGRESS: All portions of the sidewalks, gates, doors, roadways and all ways of access to public utilities and other areas of the Facility shall be kept unobstructed by the User or invitees and shall not be used for any purpose other than ingress or egress to and from the premises by the User

10. MANAGEMENT RIGHTS: It is understood and agreed that McCrory Gardens hereby reserves the right to control and manage the Facility and to enforce all necessary and proper rules for the management and operation of the same. The management staff of McCrory Gardens shall have free access at all times to all space occupied by the User, and the Special Events Coordinator shall have the final say in all details of the Event. (As understood through Standard Operating Procedures of McCrory Gardens.)

11. DAMAGE: The User shall be liable for all damage to buildings, fields, grounds and equipment incident during its use of said Facility. If management chooses, the parties will conduct a joint walk-through of the Facility within forty-eight (48) hours after the event to assess any damage. User agrees to pay for all damage to the Facility and to the University's property at the site (other than normal wear and tear).

12. MODIFICATIONS: The User shall make no temporary or permanent modifications to the Facility without the express written permission of University.

13. COMPLIANCE: The User shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period.

14. SECURITY: All security and law enforcement shall be provided by South Dakota State University Police Department, or security pre-approved by University.

15. MISCELLANEOUS: All matters not authorized expressly by the terms of this agreement or its attachments shall be reserved to the discretion of the University. The User shall be subject to the terms and conditions of the Facility Use Policy (SDBOR Policy 6:13) and all other University policies.

16. SUCCESSORS AND ASSIGNS: This agreement and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.

17. CANCELLATION OR POSTPONEMENT OF CONTRACT: User agrees that cancellation or postponement of the event or activities for which the Facility is being rented, unless permitted by the University, in writing, may be considered by the University as breach of the original agreement of all costs, advances, fees, and charges appertaining to such events or activities shall be due upon demand by the University from the User.

18. NON-DISCRIMINATION PROVISION: The parties agree not to discriminate or harass individuals on the basis of sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information, U.S. veteran status, or any other status that may become protected under U.S. and South Dakota law against discrimination.

19. ENTIRE AGREEMENT: This agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements. It is expressly agreed by the parties that in the event of conflict in terms between this document and any attachments or incorporated documents, the terms of this agreement shall prevail. This agreement may be amended only by written amendments duly executed by McCrory Gardens and User.

20. CONTROLLING LAW PROVISION: This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Third Judicial Circuit, Brookings County, South Dakota.

IN WITNESS WHEREOF, the parties hereby execute this agreement through the undersigned duly authorized representatives, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

User :	McCrory Gardens:
_____	_____
Customer/Employee Signature	Signature
_____	
Supervisor Signature	

Reservation ID#: \_\_\_\_\_

2/13/2020