This License Agreement and Permit (AGREEMENT) is entered into between parties, hereafter referred to as “CLIENT”, and Weber State University, through its Scheduling, Events, and Conference Office hereafter referred to as “UNIVERSITY”. University and Client are sometimes referred to individually as a “PARTY” or collectively as the “PARTIES”

SECTION I: DEPOSITS AND PAYMENT(S)

1. Nonrefundable Deposit 50%
   The deposit is required as a retainer to reserve facilities and is due upon signing of this AGREEMENT or space will be released

2. Remaining Balance
   The amount will be adjusted if actual conference costs change from those stated in this AGREEMENT (because of a change in attendee numbers, facility needs, resources used, etc.).

   A written itemized FINAL billing will be sent to the CLIENT indicating receipt of all fees received and a balance due, if any, payable UNIVERSITY after the scheduled program ends. Any alleged error or questions in the billing statement shall be reported to the UNIVERSITY within 5 business days of the final billing statement sent date. Failure to do so will result in all charges being final. Full payment to be made within 30 days after the sent date, interest at an 18% per annum rate will be charged on the unpaid balance after this 30-day period.

   This Agreement also constitutes a permit issued by the institution to conduct the activities in accordance with the terms set forth.

SECTION II: CLIENT AGREES TO PROVIDE UNIVERSITY WITH THE FOLLOWING INFORMATION:

1. Program Submission
   To provide a well-organized event, the event form must be filled out and returned at least seven (7) days prior to the event. This will include a tentative written agenda and a list of event requirements, i.e., room set-up and audio-visual equipment. Changes to the final written agenda and/or audio visual equipment may not be accommodated or may result in additional charges.

2. Submission of Promotional Material
   The CLIENT shall provide UNIVERSITY with an advance copy of their proposed advertising for approval, in order to ensure that Weber State University is properly represented. All proposed materials must be submitted 7 days prior to the start of the event. Approval by UNIVERSITY can take up to 7 days from the date of receipt.

   CLIENT shall not obtain, by this AGREEMENT, any rights, title or interest in the trademarks of the UNIVERSITY, nor shall this AGREEMENT give the CLIENT the right to use, refer to or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the UNIVERSITY without prior written approval. Use without permission may result in termination of this AGREEMENT and forfeiture of all deposits.
Unless otherwise specified in the AGREEMENT, no advertising or statements of CLIENT or its employees or agents shall indicate or suggest sponsorship or endorsement by the UNIVERSITY and/or any of its departments.

For activities covered by this AGREEMENT, CLIENT shall have no rights to radio broadcasting, live television, transcriptions, or recording rights (either professional or amateur) without making prior written arrangements with the UNIVERSITY. CLIENT shall be responsible for all related negotiations, permits, and payments. Any unauthorized media usage or amateur media usage made under false pretenses, will result in immediate cancellation of lease and removal of CLIENT from the UNIVERSITY. In addition, CLIENT will be liable for fees associated with media usage.

3. Attendees Supervision

CLIENT shall provide adequate and appropriate supervision of all attendees who participate or otherwise are associated with CLIENT’s program. Supervision shall be provided to the satisfaction of UNIVERSITY and must at a minimum comply with all UNIVERSITY policies, procedures and standard rules. This includes all rules related to minors. Adult, live-in supervision is required for all groups that include participants under the age of 18. CLIENT must obtain and maintain an authorized medical release form for each attendee who is under the age of 18, and must provide a copy of the release within 24 hours to UNIVERSITY if requested.

Programs and groups utilizing residential facilities are not guaranteed exclusive use of any floor, building or property. Additionally, the UNIVERSITY has the right to change accommodation locations without advance notice to CLIENT.

SECTION III: UNIVERSITY AGREES TO PROVIDE THE CLIENT WITH THE FOLLOWING SERVICES:

1. Meeting Facilities

CLIENT shall use the said property only for purposes specified in the AGREEMENT.

CLIENT shall exercise care in the use of UNIVERSITY facilities, shall keep the facilities in a clean and orderly condition, shall comply with guidelines to reduce excessive wear and damage, and shall be liable for any excessive wear or damage.

It is understood and agreed that UNIVERSITY and their agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, keeping of the peace, for the purpose of making repairs and alterations thereto as may be determined necessary by UNIVERSITY, or for any other reason deemed necessary by the UNIVERSITY.

CLIENT agrees to organize its activities as to cause as little disruption as possible to other uses of adjacent areas, and not to interfere in any way with the regular operations of UNIVERSITY.

CLIENT shall not violate nor suffer to be violated, any federal or state law, local ordinance, or rule or policy of UNIVERSITY, and shall secure all applicable permits and clearances.
CLIENT shall maintain order and provide protection for persons and properties, and shall not permit a breach of peace or any act which might endanger life, limb, health, or property. UNIVERSITY reserves the right to eject or cause to be ejected, any objectionable person or persons.

CLIENT shall be liable for damages incurred to UNIVERSITY its officers or employees in the event of a breach of peace or ejection of any objectionable person or persons. Neither UNIVERSITY nor its officers shall be liable to CLIENT for consequent damages.

CLIENT shall be liable for costs associated with any violation of ordinance, rule or policy, incurred by UNIVERSITY during the use of the aforementioned facility.

4. Utilities

UNIVERSITY agrees to furnish all necessary utilities for the said property, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the UNIVERSITY and except when there is a failure or defect in the physical plant or utility lines, whether or not such failure or defect is beyond the control of the UNIVERSITY, if the failure or defect cannot reasonably be remedied in time for use by CLIENT during the term hereof. UNIVERSITY agrees to furnish limited custodial services required for said property.

UNIVERSITY may in their sole discretion determine that supplying such utilities is unnecessary during any part of the, or during the entire, period of use. Unless otherwise specified in the AGREEMENT, UNIVERSITY shall normally supply electricity only for necessary lighting.

5. Furniture

UNIVERSITY-owned furniture or apparatus may not be removed or displaced by CLIENT or any agency, employee, or invitee of CLIENT without permission of UNIVERSITY. CLIENT shall cause any furniture or apparatus displaced, damaged, or lost to be replaced or repaired to the satisfaction of UNIVERSITY within a reasonable period of time after any event or occasion for which the property is used by CLIENT.

6. Audio Visual Requirements

CLIENT is responsible for notifying UNIVERSITY of any specific rooms/facilities where Smart technology is desired. Requests for additional equipment must be submitted 7 days prior to the start of the event. This equipment must be coordinated through the SEC office and be requested in advance.

7. Internet Services

Wireless Internet access service is complimentary within housing accommodations and in most meeting spaces throughout the University. Extensive use may result in additional administrative technology support and/or additional bandwidth requests. Additional fees may apply to accommodate group usage. All users of UNIVERSITY IT Resources must comply with PPM 10-1, Acceptable Use, and may not use internet access for purposes prohibited therein.

8. Parking Permits

Parking permits are required for most lots on campus. On campus groups must arrange for parking passes for any attendees who need them. For off campus groups, parking passes may be purchased by
each attendee at the parking booth or the entrance to the pay lot, or an e-pass may be purchased through the SEC office and added to the final invoice.

9. Administrative and Logistical Support

CLIENT shall be charged for all costs of resources affiliated with the Weber State University to ensure appropriate execution for all elements attached to this program as directed by UNIVERSITY. The total cost associated with your group is currently estimated at a 8% administration fee, which will be adjusted according to anticipated usage of resources by UNIVERSITY as your program is solidified. Total obligation will be reflected in the final invoice provided upon the conclusion of your program.

10. Smoking

Smoking is prohibited in all UNIVERSITY buildings. UNIVERSITY reserves the right to remove any person or persons from the premises for violation of this policy.

11. Alcohol Consumption

The consumption of alcoholic beverages is prohibited in/on all UNIVERSITY facilities, unless prior approval has been received from UNIVERSITY. UNIVERSITY reserves the right to remove any person or persons from the premises for violation of this policy. Failure to comply, may after notice, result in forfeiture of right to use of UNIVERSITY facilities. If prior written approval has been received from UNIVERSITY for the serving and consumption of alcoholic beverages for any event associated with this agreement, CLIENT agrees to strict and absolute adherence to all related laws and regulations of DABC, and the University’s Alcoholic Beverage Use on Campus policy.

12. Laws, Rules, and Regulations

CLIENT and guests must at all times comply with all laws and UNIVERSITY rules and regulations, including but not limited to any rules and regulations of the facilities. If minors will be in attendance, CLIENT agrees to abide by all UNIVERSITY policies, rules, and guidelines governing minors at events, including requiring background checks, supervision ratios, etc. in accordance with such rules and guidelines. It is the responsibility of CLIENT to ensure CLIENT is aware of, received, read, and understands all rules and regulations pertaining to the use of the facilities.

13. Non-discrimination

In its use or occupancy of the facilities, CLIENT shall comply with all applicable state and federal laws and regulations regarding non-discrimination. If any attendee or other participant needs special accommodations to participate in the activities of the Event due to a disability, CLIENT will be responsible for the provision of such accommodations. This may include, but is not limited to, closed captioning, interpretation services, special seating arrangements, etc. CLIENT is responsible for asking participants for advance notice of any such needs, coordination of those efforts, and for all costs involved in the provision of such accommodations. If UNIVERSITY assistance is requested to help provide accommodations, UNIVERSITY will be notified no later than 20 business days in advance of the Event. UNIVERSITY will be reimbursed by CLIENT for any costs of such assistance.
SECTION IV: INSURANCE

1. COMMERCIAL GENERAL LIABILITY INSURANCE, will at all times during the term of and any extension of this AGREEMENT be provided by CLIENT to Weber State University and must be listed as “Additionally Insured” and “Hold Harmless”

Limits of liability shall be:

- General Liability: comprehensive or commercial form minimum limits each occurrence $1,000,000, General Aggregate $3,000,000.
- Employer Liability: $1,000,000.
- Business Automobile Liability, if applicable: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence. Acceptability of Insurers rating AM Best – AVII or equivalent unless otherwise agreed to by UNIVERSITY.

2. UNIVERSITY reserves the right to secure any and all insurance requirements in the event that CLIENT fails to provide evidence that CLIENT has the appropriate coverage as specified in this agreement. In the event that such action is required all costs shall be billed to CLIENT.

SECTION V: RELEASE OF LIABILITY AND INDEMNIFICATION – PARTICIPANTS AND MINORS

CLIENT shall obtain individual release and/or consent forms approved by UNIVERSITY from any and all participants. CLIENT shall make the signed statements available to the University upon request.

SECTION VI: INDEMNIFICATION; LIMITS ON UNIVERSITY LIABILITY

UNIVERSITY does not accept any responsibility for the supervision, direction, or control of the event. It is understood that CLIENT signs this agreement in the capacity of an independent contractor and not as an employee of UNIVERSITY and CLIENT agrees to assume all liabilities normally accruing thereto. CLIENT fully understands and agrees that UNIVERSITY is not in any way responsible for any loss suffered by CLIENT or third parties in the promotion of the event, use of services, and the licensing of the facilities. CLIENT specifically waives any claim against UNIVERSITY, its boards, officials, officers, employees, agents, and volunteers, and agrees to defend, indemnify, and hold harmless such from any and all lawsuits, claims, damages, liabilities, cost, and expenses, including attorney’s fees, arising out of or in any way connected with this Agreement or its use of the facilities. This includes claims of copyright violation or other intellectual property infringement.

SECTION VII: DAMAGES

At the end of its use of the facilities, CLIENT must return the facilities to the same condition in which they were found at the beginning of its use. The facilities may not be altered in any manner, e.g., by digging, driving stakes, nails, fastening materials to existing structures, marking fields, affixing tape to walls or floors, etc. USER shall be responsible for any and all damage to the facilities caused by CLIENT, its employees and agents, and any person attending or participating in the event for which the facilities
are licensed. Aside from normal (fair) wear and tear, any damages or losses resulting from an event will be assessed to CLIENT on the basis of actual cost of repair and/or replacement as determined by UNIVERSITY.

SECTION VIII: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, without consideration of its conflicts of law rules. The courts in Weber County, Utah shall be the forum for any controversy or litigation arising from or incident to this Agreement. Parties consent to such exclusive jurisdiction.

SECTION IX: FORCE MAJEURE

If UNIVERSITY is unable to carry out this Agreement by reason of accident, strike, labor dispute, serious illness or death of key personnel, energy shortage, governmental directive, natural or man-made catastrophe, an act or threatened act of terrorism, force of nature, pandemic event, or similar other cause which is not due to the actions of a Party and is beyond the control of the Parties or in the event the agreed upon premises are destroyed, rendered unusable by fire, storm, earthquake, or other reason outside the control of the University and the Event shall for said reason be canceled, then each of UNIVERSITY and CLIENT does hereby release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had. The UNIVERSITY shall retain CLIENT’s deposits and will work in good faith with CLIENT to reschedule the program to a mutually-acceptable date. In the event the parties are able to reschedule the program so that it occurs within 12 months of the date of the cancelled program, CLIENT’s deposit shall be applied towards the rescheduled program.

SECTION X: CANCELLATION

CLIENT may cancel this agreement at any time with written notice to UNIVERSITY, in accordance with Section XXI. CLIENT agrees to forfeit the deposit.

SECTION XI: TERMINATION

This AGREEMENT may be terminated by mutual consent in writing, or upon determination by UNIVERSITY of misrepresentation by CLIENT or of CLIENT's failure to perform promptly and as required by this AGREEMENT, other breach of this Agreement, or as described in Section IV.14., or upon determination by UNIVERSITY of academic or administrative necessity or other good cause. In the event of termination by mutual consent, UNIVERSITY shall refund CLIENT’s deposit, less any costs already expended by UNIVERSITY. In the event of termination due to CLIENT misrepresentation, failure to perform, breach, or as identified in Section IV.14., UNIVERSITY shall be entitled to keep CLIENT’s deposit and may pursue any other remedies available to it in law or equity. If UNIVERSITY terminates this Agreement for necessity or good cause, CLIENT agrees that the only remedy available to CLIENT is rescheduled use of the facilities, as mutually agreed by the Parties or refunding of deposit. UNIVERSITY shall have final authority over use of its property and in interpreting this AGREEMENT.

SECTION XII: SALES AND USE TAXES

The CLIENT shall pay all sales and use tax that may be incurred in the process of sponsoring and promoting the event.

SECTION XIII: NOTICES
All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage prepaid and addressed as herein provided.

**SECTION XIV: ASSIGNMENT**

CLIENT will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of UNIVERSITY. If such consent is granted by UNIVERSITY, it is understood and agreed that any contract between CLIENT and any third party shall be subject to any and all terms of this Agreement.

**SECTION XV: ATTORNEY’S FEES**

In the event CLIENT breaches any of the terms and conditions of this Agreement, CLIENT agrees to pay all costs incurred in UNIVERSITY’s enforcement of this Agreement, including reasonable attorney's fees and costs of court.

**SECTION XVI: SUCCESSORS**

This Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns.

**SECTION XVII: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement relating to the subject matter hereof among the Parties hereto. Each Party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by any other Party, or anyone acting on behalf of any other Party, unless such representation, inducement, promise or agreement is embodied in this Agreement expressly or by incorporation.

**SECTION XVIII: AMENDMENTS AND WAIVERS**

This Agreement may not be amended and compliance with any provision of this Agreement may not be waived except in a writing signed by all of the Parties hereto.

**SECTION XIX: SEVERABILITY**

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

**SECTION XX: THIRD PARTY BENEFICIARIES**

The obligations of each Party under this Agreement shall insure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement.

**SECTION XXI: NOTICES**

Any notice to either party hereunder must be in writing and shall be deemed given when sent by facsimile, electronic mail, mailed first class, certified or express mail, or hand delivered when addressed to the contact addresses set forth above. A Party’s address for notice may be changed from time-to-time by written notice given to each of the other parties in accordance with this Section.
THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

UNIVERSITY

By: ________________________________  
   (Signature)  

Name (Print): ______________________  
Title: Assoc. Director of Operations  
Date: ______________________________

USER

By: ________________________________  
   (Signature)  

Name (Print): ______________________  
Title: ______________________________  
Date: ______________________________

Name (Print): Kristie Godfrey-DeLeon  