

Northern Kentucky University
Office of Conference Management
Student Union 111
20 Kenton Drive
Highland Heights, KY 41099

March 3, 2021

Dear Ms. Slusher:

Please find enclosed the contract that will serve as the Agreement between Northern Kentucky University and Conner High School. If all details are agreeable, please sign a copy of the signature page (pg. 7) and return **one copy** of the **signature page** to me (keep a copy of the Agreement for your records).

I need any set-up or special request details finalized at least 2 months prior to your event. Please note that equipment and service requests will result in an extra fee.

Please take note of a few policies associated with using NKU's facilities:

- Northern Kentucky University is a tobacco-free campus. Please remind your guests of this policy.
- The use, possession, or storage of hoverboards or similar devices is prohibited.
- Please tell your presenters/facilitators that we do not allow tape on painted surfaces.
- If your group places signs anywhere on campus, please remove them after your function.
- Visitor parking will be assigned, please see section 4A for specific parking instructions and fees. Tickets will be issued for parking violations.
- Please see <https://map.nku.edu/> for a map of Highland Height's campus.

All visitors who wish to serve food or beverage at their function must go through our catering department. Please contact catering at 859-572-7782 or email Sara.Trauth@compass-usa.com.

If you have additional questions, feel free to contact me at kochl3@nku.edu.

Sincerely,
Leah



Leah A. Koch

Assistant Director for Conference Management & Event Services
Northern Kentucky University
Student Union 111 | Highland Heights, KY 41099
Phone: 859.572.5760 | Email: KochL3@nku.edu

**NORTHERN KENTUCKY UNIVERSITY
USE AGREEMENT FOR CAMPUS FACILITIES**

THIS AGREEMENT made and entered into on this day and year March 3, 2021, between Conner High School (User) and Northern Kentucky University (University). Both collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1) DATE, TIME AND PURPOSE OF USE

User hereby agrees to lease and utilize the facilities/equipment/services from University on the dates and times, and for the activity and purposes, for the rental and other payments determined, subject to terms and conditions incorporated herein.

ORGANIZATION:	Conner High School
EVENT NAME:	Senior Dinner & Dance 2021
CONTACT NAME:	Debbie Slusher
CONTACT ADDRESS:	3310 Cougar Path Hebron, KY 41048
TELEPHONE:	859-334-4400 ext. 45416
EMAIL:	debbie.slusher@boone.kyschools.us
DATE(S) OF FUNCTION:	Saturday, November 6, 2021
TIME(S) OF RESERVATION (includes set-up/clean-up):	4:00pm – 11:30pm
	Ballroom Decorating: 4:00pm to 7:00pm
	Actual Dance: 7:00pm to 11:00pm
ATTENDANCE ESTIMATE:	275
FACILITY:	(see section 4)
AGREEMENT DUE DATE:	Friday, April 23, 2021
ALL SET-UP (includes A/V) DETAILS DUE:	at least 2 months prior to event

2) CONDITION OF FACILITIES

User agrees that they have inspected the premises and facilities and accepts them in their present condition, will not alter or change the facilities without written approval of the University, and that the premises will be returned in the same condition as received by the User.

3) UNIVERSITY BUSINESS

User understands that other activities may be conducted on the University campus by the University or other users during the above time period. However, the University agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with User's activities. User agrees that its activities will not unreasonably interfere with the primary purposes of University business. Should User's activities interfere with the primary purposes of University business, User may be asked to immediately vacate the premises and will forfeit reservation fees.

4) COST OF FACILITIES

All applicable sales tax will be listed on the final invoice.

A. PARKING FEES & ASSIGNMENT

Conner High School will pay a flat rate of \$500.00 per night - the charge will be placed on the invoice generated by Conference Management.

Attendees will be required to **park in Kenton Drive Parking Garage** and may need to state they are with the Conner Senior Dinner & Dance. The gates will be raised during the event.

Anyone using the dock or Student Union circle for unloading (decorating crew, school staff, etc.) should move vehicles to the garage after unloading.

Please tell your guests if the parking garage is full, they should see the booth attendant for instructions, use the Intercom, or contact the Parking Office at 859-572-5505 (located within the Welcome Center Garage near the arena).

After the event, please make sure attendees **remove their vehicle** from the garage in a **timely manner** as the gates will close and repayment would be required.

All visitors not parked in assigned parking area will receive Parking Citations and all fines will be enforced.

If you need afterhours parking assistance: please use the intercom located at each exit.

B. CONFERENCE ADMINISTRATION FEE

\$57.00 per group per contract

C. CONFERENCE ROOMS:

Student Union Ballroom (SU 107all):

non-profit rates

\$725.00

Dance Floor:

\$125.00

100L Pre-function space:

fee waived

Additional fees may apply for additional equipment, items, resources, or services ordered including audio visual. **Please request a price list when placing your room set-up and audio visual order.**

STUDENT UNION / UNIVERSITY CENTER - Audio Visual Equipment Use/Rental:

You must hire a technician for continuous a/v assistance throughout your event. If desired, please inquire about availability and current fees no later than 10 business days prior to your event.

If you plan to bring any of your own audio visual equipment, it is possible outside audio visual equipment may not work in the Student Union. Please note: you will not receive technical assistance from the SU Staff with any of your own equipment.

5) DEPOSIT *no deposit necessary for this contract*

With the return of this signed agreement on or before the agreement due date (section 1), User shall ~~pay the University a non-refundable sum listed in section 1 to~~ confirm the initial reservation. Organizations should provide proof of tax-exempt status within the state of Kentucky. Balance will be invoiced after the date said User shall occupy the facilities unless other arrangements are made with the Office of Conference Management.

6) CANCELLATION

If the User cancels this agreement 60 days before the date of the function, as it appears on the front of this agreement, the User shall be liable for direct cost incurred by the University specifically in preparation to fulfill this agreement. This cost will be computed to be equal to or greater than the non-refundable deposit. No shows will be charged as contracted. Cancellation less than the 60 day limit may result in a charge for lost business opportunity computed to be fifty percent (50%) of total projected charges.

7) PAYMENT

Unless otherwise provided herein, the User shall be billed the remaining balance for all facilities, equipment, and services after the completion of the facilities use, and all payments are due upon such billing. If payment is not received within thirty (30) days of billing, a five percent (5%) fee will be added to the total amount due. After 60 days, eight percent (8%) of outstanding amount will be charged. After 90 days, ten percent (10%) of outstanding amount will be charged monthly until paid. If payment is not made when due, any waived or reduced fees may be reinstated and charges will be added on the late fee invoice. Please submit payment as instructed in order to avoid late fees or additional processing fees. Other arrangements must be made with the Office of Conference Management prior to your arrival.

8) COMPLIANCE WITH APPLICABLE LAWS AND UNIVERSITY POLICY

User shall comply with all applicable local, state and federal laws, ordinances and regulations. User shall comply with all policies, procedures, regulations and guidelines prescribed by the University for the use of facilities/equipment/services. User will receive a **copy of applicable rules and regulations specifically for Student Union and or University Center at the end of this document as Exhibit A**. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services and termination of this agreement. Applicable University regulations include but are not limited to the following:

- A. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the buildings or on the grounds.
- B. Ticket sales, admission charge, or any other forms of monetary exchange to obtain entrance into any part of, or all, of said event is prohibited on the University premises unless otherwise authorized by the Office of Conference Management. Gambling or solicitation in any form is not permitted.
- C. Tobacco-free Campus.
Tobacco products are prohibited in all interior/exterior building space, outside ground areas, walkways and parking structures, indoor/outdoor athletic facilities, and vehicles. Prohibited products include, but are not limited to, cigarettes, cigars, pipes, hookah-smoked products, and oral tobacco such as spit/spitless, smokeless, chew, and snuff products. Products that contain tobacco flavoring or simulate tobacco use, such as electronic cigarettes, are also prohibited.
- D. Use of University facilities will not be authorized for (a) activities charging admissions or otherwise raising money, including theatrical and other types of entertainment, (b) on going meetings for local service clubs, churches, lodges and other groups except for purposes of temporary emergency assistance. Variances from this policy will be granted at the discretion of the Office of Conference Management.
- E. Affirmative Action Policy
It is the policy of Northern Kentucky University not to discriminate in its educational policies and/or conference programming on the basis of race, color, age, religion, national origin, sex, sexual orientation, physical or mental disabilities, or status as a disabled veteran or veteran of the Vietnam Era. This policy is in compliance with state and federal guidelines and is enforced as a matter of philosophy of the University.
- F. Americans with Disabilities Act

Northern Kentucky University represents that it is in compliance with the applicable sections of the Americans with Disabilities Act as amended (hereafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. Northern Kentucky University agrees to hold harmless the User, its officers, directors, employees and agents from and against any claims resulting from Northern Kentucky University's failure to comply with ADA standards for access to its premises and services. The User agrees to hold harmless Northern Kentucky University, its officers, directors, employees, and agents from and against any claims resulting from the Users failure to comply with ADA standards for access to its programs and services.

- 9) Facilities occupied by User shall, at all times, be under control of the University and designated personnel from the University shall have right to enter said facilities on official University matters at any time when deemed necessary by the University or its designated agents and employees.
- 10) If, prior to the use date(s) provided for herein, the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of a cause beyond reasonable control of the University, then the University may elect to terminate this Agreement and return User's deposit and have no further obligation whatsoever hereunder.
- 11) If any required deposit or sum, is not paid promptly when due, or in the event the User shall violate any of the terms of the Agreement, User shall be required to vacate the premises, and the University shall retain all sums received prior to such termination. Early termination of this agreement shall not relieve User of any and all liabilities prior to User vacating the premises.

12) EMERGENCY ASSISTANCE

If you require emergency assistance while on our campus, you can contact our Northern Kentucky University Police Department at 572-7777 or 7777 from any house phone. If by chance you arrive in the evening or on a weekend and your room is locked; please call 572-5500 and be prepared to present this signed contract to the University representative who arrives to unlock your room. Our Severe Weather Policy can be viewed at <https://inside.nku.edu/safety/emergencymanagement/guide/weather.html>, and on Sunday call 859-572-5500.

13) FOOD SERVICE

User agrees to arrange for any food and beverage service on campus only through approved University Food Service vendor(s) who will issue separate contracts and invoices. Food and beverages may not be sold or distributed in campus facilities without prior written approval from the University. Arrangements for meals should be made directly with the campus Food Service Department or his/her appointee at the University at 859-572-7782 or email Sara.Trauth@compass-usa.com. Additional information is available at [Northern Class Catering](#). The Food Service Department has the first right of refusal of service before an alternate service may be considered.

14) INSURANCE

- A. User, at its own expense, shall maintain in full force and effect during the program dates specified herein, the following insurance policy(s), which shall be endorsed as needed to provide that the coverage afforded by the policy(s) is primary and that insurance and/or self-insurance that may be

available to Northern Kentucky University is strictly excess and secondary and shall not contribute in any way with the user's insurance. The policy(s) must be written by a good and solvent insurance carrier(s) licensed to do business in the Commonwealth of Kentucky. Said policy(s) shall be endorsed to name Northern Kentucky University, its directors, officers, employees, agents, representatives, and volunteers as "additional insured".

General Liability Insurance – A policy of General Liability Insurance insuring against claims of bodily injury, death, and/or property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy(s) should include (not exclude) coverage for: injury to athletic participants, corporal punishment, and sexual misconduct/sexual molestation.

- B. A "Certificate of Insurance" (obtained from the user's insurance agent) shall be provided to Northern Kentucky University, with an original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. University representatives must receive the certificate thirty (30) days prior to the start of the use provided for herein.
- C. Failure of the user to obtain or maintain insurance coverage, or failure to submit the certificate to Northern Kentucky University as outlined above will not relieve the user of the obligations specified in this agreement. In the event insurance coverage has not been obtained or maintained by the user, the responsibility for defense of and/or payment of any claims(s) for damages or expenses intended to be covered by the insurance shall become the responsibility of the user.

15) INDEMNITY AND DAMAGES

- A. User agrees that all participants and/or members of the audience are under the direct and complete control of the User. As such, the User is liable for all damages resulting from participant utilization of the facilities and services provided by the University. User will reimburse the University for All Damages to facilities and services of the University resulting from the use of said facilities and services.
- B. User shall indemnify and hold harmless the University, its officers and employees, against any and all claims for loss, injury or damage to persons or property arising out of activities conducted by the User or its guests on University premises. The University assumes no liability whatsoever for any property placed by the User in University buildings or on University properties.
- C. Northern Kentucky University requires that you provide insurance for all participants. As a state-supported educational institution, NKU is immune from liability for injury to individuals or damage to goods. Nevertheless, a limited state waiver of immunity exists under K.R.S. 44.070, which allows for filing of claims of negligence with the Kentucky Board of Claims in the event of negligence on the part of an agency of the state.

16) ASSIGNMENT

User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the University and the User. The User shall have sole responsibility for the content and the conduct of its activities on the University campus. The University's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the University.

17) COVID-19 REGULATIONS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and/or through the air. Individuals can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. NKU cannot prevent participants from becoming exposed to, contracting, or spreading COVID-19 while on NKU's campus. It is not possible to prevent against the presence of the disease. Therefore, if User chooses to utilize NKU's campus, participants may be exposed to and/or at increased risk of contracting or spreading COVID-19.

Attendees are expected to follow the Norse Nine guidelines for safety which are attached as Exhibit A. All meetings or events should not exceed the CDC and Kentucky recommendations for attendance numbers. All attendees must wear a facial covering and observe social distancing while on Northern Kentucky University's campus. A designated event contact must collect an attendance list with phone/email information for the purposes of contact tracing. If these expectations and guidelines cannot be met, the University has the right to cancel.

Note: These guidelines are subject to change as pandemic guidelines and orders from the CDC and Commonwealth of Kentucky may be adjusted. Ongoing communication will be developed as health, safety and event protocols may change in the future.

18) FORCE MAJEURE

Notwithstanding anything contained in this Agreement, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance, earthquake, fire, flood, strike, pandemic, epidemic, public health emergency, labor unrest or strikes, acts of Government body, acts of public enemy, acts of God, or such other cause as is beyond the reasonable control of the defaulting or delaying Party (and which is not caused by the act or omission of the Party claiming force majeure) ("Force Majeure Events"), provided however that the defaulting or delaying Party shall give prompt notice of the Force Majeure Event to the other Party. Upon one Party providing such notice, the Parties shall discuss the situation and attempt to determine the likely impact on performance under this Agreement, including likely delay in performance of obligations. In the event a Force Majeure occurs that substantially impact or delays performance, the parties agree that either party may terminate the agreement. In the event of such termination due to Force Majeure event, the parties agree that neither party shall be liable to the other for any further funds, claims, or obligations, and any deposits paid shall be returned.

19) ADDITIONS AND DELETIONS

Any additional facilities and/or services not specified in this agreement are subject to additional charges and must be approved by both parties prior to incurring the additional charges. Any deletions from this agreement must be initialed and dated by both parties. All documents must be signed and initialed by the same.

20) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, arrangements and understandings relating to the use of campus facilities.

21) This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above referenced.

USER: Conner High School Senior Dinner & Dance November 6, 2021

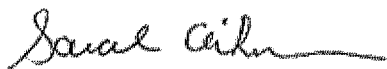
Signed: _____

Date: _____

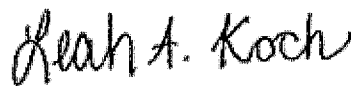
User has also received a copy of the following and agrees to terms stated within:
Please initial.

Norse Nine (COVID-19 Guidelines)	_____ (Exhibit A)
Student Union Facility Policy	_____ (Exhibit B)

UNIVERSITY:



Sarah Aikman
Student Union Director
Northern Kentucky University



Leah A. Koch
Assistant Director for Conference Management
Northern Kentucky University

Exhibit A

Norse Nine

NKU's COVID-19 Preparedness Team continues outlining the Moving Forward plan needed for campus safety this fall. The Norse Nine principles guide the steps needed for campus safety this fall. Our top priority remains the health and safety of our campus community, as well as student success and academic excellence. These operating principles to help create the safest environment possible and allow us to incorporate new health guidelines.



1. Continue Virtual Operations When Possible

Please utilize Zoom or Teams meetings, remote instruction, or work-from-home as much as possible. If you do not need to be on campus, please stay home.



2. Always Wear Your Face Coverings

Facial coverings are required. The university will provide facial coverings for faculty, staff, and enrolled students (NKU ID required). For more information on facial coverings, see the [Facial Coverings FAQs](#).



3. Wash Your Hands Frequently

Wash your hands often with soap and water for at least 20 seconds, especially after you have been in a public place, or after blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth with unwashed hands. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol.



4. Clean and Sanitize

All faculty and staff will be required to clean and sanitize their workspaces. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, and keyboards. Classrooms will be cleaned on an enhanced schedule.



5. Stay at Least 6 Feet Apart

Individuals should maintain at least 6 feet of separation from others, whether inside, outside, or masked. Campus space has been reconfigured to maintain appropriate social distancing.



6. Know the Symptoms

COVID-19 symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, a new loss of taste or smell, nausea, vomiting, diarrhea, headache, and sinus congestion. People showing COVID-19 symptoms should leave immediately and seek medical evaluation by a health professional.



7. Monitor Your Health

All members of the university community must self-screen symptoms each time they come on campus.



8. Get Additional Information

For questions or concerns about COVID-19 and safe practices, email covid19@nku.edu. Other sources of assistance include:

[NKU Police](#)

[Health, Counseling, and Student Wellness](#)



9. Norse Protects Norse

NKU is a community, so we need to take care of one another. Learn more about the [Norse Protects Norse pledge](#): protecting myself, protecting others, protecting the community.

EXHIBIT B
Proper Care and Use of Facilities Policy
for Student Union and/or University Center

It is expected that proper care will be taken of the Student Union/University Center facilities. The following policies and procedures apply to all Users, individual and group sponsored events held in the facility:

1. Smoking is prohibited inside the facility.
2. Candles are not permitted in the facility without written permission from Student Union/University Center management and the campus Environmental Safety Coordinator.
3. Tacking items to the walls is not permitted.
4. No sitting on tables or counters.
5. It is the responsibility of the User to place all trash in the conveniently located receptacles and leave the room in good condition.
6. The sponsoring organization (User) will be held accountable for damages caused by any individual and shall be held financially responsible for the extent of the damage. (Section 15 in your Use Agreement)

Cleaning/Damage Fees

In addition to rental fees, labor charges will be assessed when an excessive amount of cleaning is required to return the areas utilized to a condition adequate for continued use. Extra charges will be assessed for damages resulting from chewing gum, candle wax or misuse of any furnishings or equipment requiring repairs or replacement. Users will be notified in writing of all damages and charges. Assessed labor and damage fees must be paid in full.

Decorations

Decorations, displays or exhibits that require flame or water cannot be used in the Student Union/University Center. Hurricane candles are permitted when special arrangements have been made through the Student Union/University Center staff. (Open flame candles are prohibited). Any damage done by wax dripping on carpets, wood floors, etc., will be repaired by the Student Union/University Center. The User will be billed for labor, supplies, and equipment rentals.

No nails, screws, hooks, etc., may be driven into any walls, floors, or ceilings. Tape may not be used on floors unless it is designated as "floor tape." Floor tape will be provided upon request at a cost. Regular masking, box, scotch, or duct tape is not permitted on any walls, floors, or ceilings. Blue painters tape may be used on walls. Tape will be provided upon request at a cost.

No decorations may be glued to any surface. No pins or tape (except for blue tape) may be used to affix posters, paper, etc., to the walls, tables, etc. No decorations may be hung from ceiling tiles or ceiling grids.

No glitter, confetti, sequins, or sand filled items may be used.

Decorating plans not addressed within this policy should be reviewed by the Student Union/University Center staff prior to the event. If needed, building staff will assist your organization with alternative ways to hang

materials that will not damage walls or finishes. These alternate arrangements must be resolved at least two days prior to the event.

Any damages done will be repaired by the Student Union/University Center, and the User will be billed for all costs incurred on the basis of materials required and staff time. Similarly, excessive cleaning charges will be billed to the User.

Storage

Short or long term storage of any items used for your event must be arranged with the Student Union/University Center staff at least one week prior to your event and may result in appropriate fees.

Vendors

All vendors your organization has contracted to provide service(s) for your event must be shared with the Student Union/University Center staff. The vendor's company name, personal contact and phone number must be provided at least one week prior to your event. They must follow the policies and procedures listed above and can direct any questions to the Student Union/University Center staff.

Failure of Compliance

User shall comply with this Proper Care and Use of Facilities Policy, and all policies and procedures outlined in the attached contract (Use Agreement for Campus Facilities). Failure to comply will result in all applicable charges and also the suspension of future use of Student Union and University Center facilities.

