

Xavier University Standard Facilities Use Agreement

This Facilities Use Agreement ("Agreement") is entered into this 21st day of February, 2024, by and between Xavier University ("University") and Cooper High School ("Client").

WHEREAS, the University owns and operates, or lawfully controls the use of, the property described below, and CLIENT desires to use said property; and

WHEREAS, the University agrees to make said property available to Client at the date(s) and time(s) and for the purposes referenced below; and

WHEREAS, the University and Client agree to the terms and conditions hereafter stated:

NOW, THEREFORE,

1. USE OF THE PROPERTY: Client's use of Xavier property is limited to the following location(s), date(s), time(s), access and use(s) (the "Use of the Property"):

- a. Describe the Property to be used, include building(s) and room number(s) or other applicable descriptions:

Type of event:	<u>Soccer Training</u>
Date(s) of use:	<u>July 24, 2024</u>
Event start time:	<u>9:00 AM</u>
Event end time:	<u>11:00 AM</u>
# of attendees:	<u>35</u>
Permitted access to:	<u>Corcoran Field</u>
Purposes of use:	<u>Soccer Training</u>

- b. Ingress and egress reasonably necessary to access the Property shall be considered Property under this Agreement. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by Client and must not be used by Client for any purpose other than ingress to or egress from the Property described in paragraph 1.a.

2. FEE FOR USE: Client agrees to pay the University \$200 as a fee for the Use of the Property (the "Fee"), as follows (CHECK ONE):

☒ The entire Fee of \$200 is due on July 22, 2024 or two business days before the first day of the Use, whichever is sooner.

☐ A deposit in the amount of \$_____ is due on _____. The remaining portion of the Fee (\$_____) is due on _____ or two business days before the first day of the Use, whichever is sooner.

3. EXPENSES: In addition to the Fee, Client shall be responsible for paying any and all expenses incurred by Client and/or University in support of or as a result of Client's Use of the Property. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs. A schedule of fees and costs will be charged promptly after the conclusion of the Use, and payment will be due within ten business days of the last day of the scheduled Use.
4. DAMAGE AND MODIFICATION: Client shall be responsible for any damage caused by Client, including its participants or attendees, to buildings, grounds, fields and equipment, incident to the Use of the Property. Further, Client shall make no temporary or permanent modifications to the Property without the prior written consent of the University.

5. **COMPLIANCE:** Client agrees to use the Property in accordance with all University policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. At all times, Client shall keep attendance within the stated capacity of the building and room. Client agrees to use the Property in an orderly manner so as not to interfere with other events taking place on University property. Client shall be responsible for ensuring its agents, participants, attendees and others receive the appropriate and necessary safety and other instruction to comply with these requirements.
6. **VIDEO RECORDING, AUDIO RECORDING, and PHOTOGRAPHY:** If Client intends to do any video recording, audio recording, or photography in connection with its Use of the Property, Client agrees to have the attached Release executed by any individual whose image or voice is captured on the video recording, audio recording, or photograph.

☐ Client must check this box and use the attached Release if it intends to do any video recording, audio recording, or photography in connection with its Use of the Property.
7. **SALES AND SOLICITATION:** Client shall not engage in sales or solicitation of sales of goods or services except as described in "Purposes of use," in paragraph 1.a. above.
8. **USE OF UNIVERSITY NAME AND MARKS:** Client shall not use the name or marks of the University in such a manner as would indicate or suggest endorsement or co-sponsorship of Client's activities, without prior written consent of the University.
9. **FOOD AND BEVERAGE:** Client is not permitted to provide food or beverages to its attendees, participants, or others, without prior written approval of the University. In order to comply with State of Ohio liquor license requirements, no alcohol of any sort may be served, furnished or sold on the Property except by the University, the licensed liquor permit holder, and its food service contractor.
10. **ABANDONED PROPERTY:** Any personal items or equipment left on the Property shall, after a period of ten business days from the last day of the scheduled use, be deemed abandoned and shall become property of the University to be disposed of or utilized at the University's sole discretion.
11. **RELEASE:** In consideration of the Use of the Property, and because Client is voluntarily entering into this Agreement for Use of the Property, Client acknowledges and agrees to assume all risks associated with Use of the Property. Client releases the University from all claims, including negligence that may arise from its Use of the Property, whether foreseen or unforeseen, known or unknown and Client assumes full responsibility for any injuries, damages, or losses that may arise out of the Use of the Property.
12. **INDEMNIFICATION:** Client recognizes that Use of the Property may result in inconvenience, loss, injury, damage, or loss of personal property to or of Client or Client's agents, participants, attendees or others. Thus, Client expressly agrees to indemnify, defend, and hold harmless the University from and against any and all claims, threatened claims, demands, damage to persons or property, losses and liabilities, or expenses, including reasonable attorney fees, resulting directly or indirectly from Client's agents', participants', attendees' or others' participation in Client's Use of the Property, regardless of whether the agent, participant, attendee or other was participating or acting in a manner authorized by Client or not.
13. **INSURANCE REQUIRED:** At all times during the Use of the Property, Client shall have a policy of comprehensive liability insurance, including general liability and property damage, written by a company licensed to do business in the State of Ohio, covering the Use contemplated by this agreement in the amount of \$1 million or more. Such policy shall name Xavier University, which shall include those defined in paragraph 16 below, as an additional insured. Client agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against the University. Prior to Use of Property, Client shall deliver a valid certificate of insurance to the University's office of Risk Management indicating that the insurance required by this Agreement is in full force and effect.
14. **FORCE MAJEURE:** If the Property is rendered unsuitable for the conduct of the Client's activity by reason of force majeure, the University and the Client are released from their obligations under this Agreement. Force majeure shall mean fire, interruption in utilities, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental

agency or authority, determination by the University to close the campus for any reason, including weather and holidays, or any other cause like or unlike any cause mentioned which is beyond the control of the University.

15. **TERMINATION:** The University may terminate this Agreement and Client's Use of the Property at any time in its sole discretion by giving written notice to Client. If the University terminates this Agreement because Client has violated the terms of this Agreement, or because Clients or its participants, attendees or others have violated laws or University policies, then Client is obligated to make full payment of the Fee and all expenses under this Agreement. In all other cases, termination by the University shall result in a pro rata refund of the Fee, based on the portion of the use period that was actually used, but less any expenses incurred by the University. If Client terminates this Agreement for any reason, Client may be charged up to the amount of the Fee, plus any expenses incurred prior to Client's termination. If Client's notice of cancellation is received by the University at least three days prior to the first date of use shown in paragraph 1.a., no more than 50% of the Fee, plus any expenses incurred shall be due.
16. **DEFINITIONS:** "University" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University employees that were involved in facilitating this Agreement and Client's Use of the Property. "Client" is defined on the first page hereof and the obligations of Client described herein shall also be binding upon all past and present members, directors, trustees, officers, employees, individuals, agents, insurers, and attorneys of Client, and any other party associated with Client, including but not limited to Client's participants, attendees or other person invited to the University campus by Client.
17. **WHOLE AGREEMENT:** This Agreement constitutes the entire agreement of the University and the Client and there are no other promises, obligations or understandings between the parties that are not contained within this Agreement, unless otherwise indicated herein. The terms of this Agreement may not be modified other than in writing signed by both the University and Client.
18. **NO ASSIGNABILITY:** Client shall not assign this Agreement nor allow any other person, group or entity to use the Property during the scheduled time(s) without the prior written consent of University.
19. **ENFORCEMENT:** This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the University and Client have executed this Agreement as of the date first written above.

FOR UNIVERSITY:

Signed:  Digitally signed by Scott Mueller
Date: 2024.02.21 09:39:16 -05'00'

Print Name: Scott Mueller

Title: Director of Athletic Facilities and Operation

Date: 2/21/24

Xavier University
3800 Victory Parkway
Cincinnati, OH 45207

FOR CLIENT:

Signed: _____

Print Name: _____

Title: _____

Date: _____

Client Name and Full Address:

Phone: _____
Email: _____

XAVIER UNIVERSITY VIDEO, AUDIO, PHOTOGRAPHY RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, [print name] _____, hereby give _____ (hereinafter, the "Recorder") the absolute right and permission, with respect to the video, audio or photographs (collectively, the "Recordings") taken of me or in which I may be included with others to use, re-use, alter, sell, publish, or re-publish the same, in whole or in part, separately or in conjunction with other recordings, in any medium and for any purpose whatsoever, including, but not limited to, illustration, promotion, and advertising.

I hereby release and discharge the Recorder and any and all other parties acting under right, title, assignment, grant, or license from the Recorder from any and all claims, including negligence, and demands arising out of or in connection with the use of the Recordings, including, but not limited to, any claims for libel, defamation, invasion of privacy, or breach of publicity or other property rights. I hereby waive any right of inspection or approval of any of the Recordings. This authorization and release shall inure to the benefit of the Recorder's family members, heirs, executors, administrators, personal representatives, employees, agents, dependents, successors and assigns. This Release shall be binding without restriction as to time or otherwise upon me and my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

I acknowledge that Recorder is not an authorized agent, representative or affiliate of Xavier University and that Xavier University does not have any control over the Recorder or over the use of the Recordings.

I have read and fully understand the contents of this Release.

Signature

Date

If under the age of 18:

Signature of Parent or Guardian

Date

Check if applicable:

- ☐ Attached, specific facility rules or room reservation guide
- ☐ Attached, schedule of fees and costs
- ☐ Attached, Video/Audio/Photography Release
- ☐ Food permitted check YES ☐ NO ☐ details

- ☐ Liquor permitted check YES ☐ NO ☐ details

☐ Catering by _____

☐ Other contractors _____

☐ Client certificate of insurance received _____

☐ Contractor certificate of insurance received _____

☐ Room fee _____

☐ Setup fee _____

☐ Takedown fee _____

☐ Cleanup fee _____

☐ Security fee _____

☐ Parking fee _____