

**EAST TENNESSEE STATE UNIVERSITY
RENTAL AGREEMENT**

THIS AGREEMENT, by and between _____ and EAST TENNESSEE STATE UNIVERSITY, dated _____ is for placing in writing the terms under which the University permits the use of D.P. CULP STUDENT CENTER on the campus of East Tennessee State University, as detailed in the REQUEST FOR USE OF FACILITIES FORM submitted by _____.

1. _____ desires to rent _____ for _____ on _____ between the hours of _____ and _____.

2A. It is agreed that the charge made by East Tennessee State University for the above described facility and for the purpose shown is _____ per day.

2B. Itemized Description of Charges:

1. Rental Usage Fee: _____
2. Technical Fees: _____
3. Administrative/Overtime Fees: _____
4. Other: _____

Total Charges: _____

(Total charges are subject to change upon final invoice received on date of event.)

3. We expressly agree that any request for use of Technical Equipment and/or Technical Support Staff for the event, will result in fees based on the following: **Technical Support Staff fees are based on a three (3) hour minimum charge, which includes one hour prior and one hour after the scheduled event time. Any portion of an hour is charged at a full hour. The number of Technical Support Staff assigned to your event will be determined by the Student Center Operations Staff, and based on the complexity of the event.**

4. We expressly agree that the University or any of its representatives or employees will not be held liable for damages or loss from theft, fire or from any cause what-so-ever to the property of the renter.

5. We expressly agree that _____ will be held responsible for and pay to the University, in addition to the rental fees mentioned above, for any damages to the property of the University, ordinary wear and tear excepted.

6. _____ will abide by the rules and regulations of East Tennessee State University. (Copy available in the D. P. Culp Student Center Office).

7. The payment of rental fees will be made promptly to East Tennessee State University upon presentation of invoice for the same.

8. We expressly agree that food service, special setups, audio/visual equipment, and times other than the normal operating hours of East Tennessee State University will require payment of fees in addition to the rental fee mentioned above. The University reserves the right to refuse/reject any requests for unreasonable services or any requests for services received in the ten days before the event date. Building rental for hours before or after normal operating hours are charged at the rate of _____ per hour.

9. East Tennessee State University facilities named in item #1 will be made available for the agreed upon time, as listed in item #1, for the stated rental fee. The University reserves the right to make additional charges or to stop any activity in the rented facility upon the arrival of the stated ending time. Failure to cancel any event four (4) working days before the scheduled date will result in full charges for services being levied.

10. Hold the University harmless from any and all liability arising out of this agreement except that specifically provided for in the agreement.

11. To support a healthier lifestyle and environment, East Tennessee State University is a tobacco-free campus. The use of tobacco products is banned in all University-owned buildings and properties with the exception of personally owned vehicles. This policy applies to students, faculty, staff, guests and all others who either visit or do business on any property owned by East Tennessee State University. It applies to all tobacco products, including cigarettes, electronic cigarettes, cigars, pipes, herbal tobacco products and chewing tobacco.

- 12. The University reserves the right to require the sponsoring party to halt the activity and vacate the premises without a refund of rent paid upon the determination by the proper University authority(s) that the activity being conducted is not as stated in the "REQUEST FOR USE OF FACILITIES" form or is violating East Tennessee State University or The Board policies, or local, state, or federal laws.
- 13. The Lessee agrees not to bring, or permit participants to bring, on the campus of the University, any alcoholic beverages or illegal substances of any type; will not knowingly violate any of the laws of the State of Tennessee and will conduct themselves in a manner expected of them by the Organization that they represent and of the University.
- 14. Each party assures that it will not discriminate in the performance of this agreement on the grounds of race, creed, color, sex, religion, age, national origin, disabilities or veteran status.
- 15. The Contractor warrants that they will pay no part of the total contract amount provided herein directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor concerning any work contemplated or performed relative to this agreement. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he or she has not been and during the term of this Contract will not become an employee of the State of Tennessee.
- 16. Additional comments: Signed Rental Agreement, Reservation Confirmation and Payment in Full due prior to event date.

THIS AGREEMENT will be signed in duplicate and a copy furnished to each party of the agreement. IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date and year first above written.

_____		Invoice Number _____
ETSU Representative (Lessor)	Date	

I ACKNOWLEDGE THAT I HAVE READ THE APPLICANT CERTIFICATIONS AS PRINTED IN THE "REQUEST FOR USE OF FACILITIES" FORM AND WILL ABIDE BY THESE REQUIREMENTS. MY SIGNATURE BELOW ATTESTS TO THE SAME.

_____	_____
Lessee	Date

** Either party to this agreement may cancel with four (working) days written notice to the other. Inquiries regarding this Agreement should be addressed to the Facility Reservationist at (423) 439-4342.

LESSEE: Please sign on the line designated "Lessee" and return the original rental agreement and payment to:
D. P. Culp Student Center
P. O. Box 70692, ETSU
Johnson City, TN 37614
Attn: Calli Jenkins