

Miller-Ward Alumni House
FACILITY RENTAL, FEES AND SERVICE AGREEMENT

This Facility Rental, Fees and Services Agreement (“Agreement”) is made and entered into on _____, 2011 by and between Emory University, a Georgia Nonprofit Corporation (“Emory”) and _____ (“Client”).

RECITALS

WHEREAS, Emory proudly offers portions of the Miller-Ward Alumni House (“MWAH”) for special events; and

WHEREAS, the terms and conditions set forth in this Agreement explain the responsibilities of, and constitute the agreement between, Emory and the Client.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I: AGREEMENT AND PAYMENT

1.1 Agreement and Payment. To reserve the facilities requested in **Appendix A** for an event (the “Event”), Client shall pay Emory a facility use deposit of \$_____ (“Facility Use Deposit”), a damage deposit of **\$300.00** (“Damage Deposit”) and an alcohol deposit of \$_____ (“Alcohol Deposit”) upon the execution of the Agreement. If the applicable Facility Use Deposit, Damage Deposit, and Alcohol Deposit are not received within 30 days of the date this Agreement was made and entered into, this Agreement shall terminate and be of no further force or effect. The remaining \$_____ is due 30 days prior to the Event. The Damage Deposit will be refunded after the Event if no damage to the facility, furniture, or fixtures has been sustained.

Following the Event, the Client will be invoiced and agrees to pay for any additional cost incurred as set forth in Article II. This amount will be due 30 days from receipt of a final invoice. After 30 days, unpaid invoices are subject to late charges on the remaining balance in the maximum amount allowed by Georgia law.

If damage occurs during the Event the Client may be denied future use of the facility.

1.2 Insufficient Funds. Emory will charge a \$35 fee for checks returned with insufficient funds.

ARTICLE II: ADDITIONAL COSTS

2.1 Security. A minimum of ___ security officers must be present during the Event. This service will be charged to the Client’s final bill. Additional security personnel may be required based on the number of guests attending the Event and the amount of space rented. Security

requirements are determined at the sole discretion of Emory. The Client will be notified prior to the Event if any such additional security personnel are deemed necessary. Security fees over and beyond the two officers included in the facility rental fees will be charged to the Client in the amount of \$25 per hour per officer with a four (4) hour minimum (\$100 minimum for each security officer). Security fees are subject to change without notice.

2.2 Janitorial. Normal and usual housekeeping is included with the facility rental. Additional janitorial workers may be required due to clean-up above and beyond standard cleaning. Client will be notified during or immediately following the Event if any such additional janitorial personnel are deemed necessary. The Client is responsible for removal of garbage, boxes, etc., from silent auctions, catering, or any other vendors.

2.3 Beverage Services. Alcohol service is limited to beer and/or wine only. All alcoholic beverages must be purchased from the MWAH.

2.4 Equipment. Facility rental includes tables, chairs, or audiovisual equipment unless otherwise noted on **Appendix A**.

2.5 Damage. If damage occurs during the Event, all charges associated with repairing the damage will be billed to the Client. Partial refunds of the damage deposit may be made after all repair work has been completed provided charges do not exceed the deposit amount. Charges exceeding the damage deposit will be billed to the Client. A minimum charge of \$100 will be levied in all cases of damage.

ARTICLE III: CANCELLATION AND FORCE MAJEURE

3.1 Cancellation and Refund of Damage and Facility Use Deposits. In the event of a cancellation by the Client of the Event, Emory will refund the Facility Use Deposit as follows:

Cancellation 90 or more days before the Event: 100%

Cancellation 30–89 days before the Event: 50%

Cancellation 29 or fewer days before the Event: NO REFUND

Emory will refund 100 percent of the Damage Deposit and Alcohol Deposit for all canceled event. Events canceled by the University or due to Section 3.2 below will result in a full refund of the Facility Use Deposit. Alternatively, the Client and Emory may reschedule the Event at a later date mutually agreed upon by Emory and the Client at the originally agreed-upon payment terms.

Refunds of deposits paid to caterers and other outside contractors are to be resolved between the Client and the outside contractor(s).

3.2 Force Majeure. Both the Client and Emory will be released from their respective obligations in the event of acts of God, war, terrorism, severe natural disasters or if any other cause beyond the reasonable control of the parties renders performance of the contract between them impossible.



ARTICLE IV: INDEMNITY

4.1 Indemnity. Client hereby waives, releases, and agrees to indemnify, defend, and hold harmless Emory, its trustees, officers, agents, students, and employees from any and all liability, for damage to or loss of property or for bodily or personal injury (including death) of Client or of any Client Party, except liability for bodily or personal injury caused by the gross negligence or willful misconduct of Emory.

ARTICLE V: GUEST COUNT AND TICKET SALES

5.1 Guest Count. A minimum guest count is due seven (7) business days prior to Event date. After seven (7) business days, changes in the count may be increased within reason. If Emory is not contacted seven (7) business days prior to Event date, then the minimum guest count listed on this Agreement will be the minimum count Emory will accept. Final count is due three (3) business days before the Event date and cannot be changed thereafter.

5.2 Guest Count During the Event. Depending on the final guest count, space rented, and the Event schedule, Emory reserves the right to take an accurate guest count as guests enter the building or if the space rented is at maximum capacity. The Event guest count must be agreed upon between Emory and the Client the evening of the Event or Emory will use its door count.

5.3 Ticket Sales. Emory does not permit ticket sales at the door.

ARTICLE VI: ACCESS TIMES

6.1 Access Times. The Client may have access to the Event site from _____ to _____. Additional charges will be incurred if an Event runs beyond the time specified. See policy statements that follow regarding security and catering requirements and responsibilities.

ARTICLE VII: CONDUCT DURING EVENT

7.1 Compliance. The Client agrees to comply with all policies, practices, rules, and regulations of Emory listed below or provided to Client.

7.2 Facility Condition and Responsibility for Damages. Client hereby assumes full responsibility for the acts and conduct of all persons admitted to Emory by the consent of the Client or by or with consent of any person acting for or on behalf of the Client, which persons include all patrons and guests. In the event any portion of the facility, or any portion of the building or grounds of which Emory is a part, shall be damaged by the act or omission of Client or by Client's agent, employees, patrons, customers guests, invitees, licensees, or any other persons admitted to Emory by the Client, the Client shall pay Emory upon demand such sum as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence of the damage. The amount of such damage shall be considered rent hereunder. Client assumes full responsibility for Client's vendors.



7.3 Restricted Areas. To ensure the safety and security of Emory and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's guests, and Client's independent contractor(s). Any of these individuals found in an off-limits area may be asked to leave the premises.

7.4 Operations. Client, Client's guests, and Client's independent contractor(s) must comply with any requests made of them by Emory's coordinator that is assigned to the Event (the "Event Coordinator") or security personnel. The Event Coordinator, security personnel and janitorial personnel are provided by Emory for the Event as indicated in Article II.

7.5 Event Conclusion. Client is responsible for ensuring that all events must conclude no later than the time specified on the Agreement. After that time, Emory will be accessible only to staff designated for the breakdown and clean up of the Event. All events must be scheduled to conclude no later than midnight.

7.6 Electrical Cords. All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70F, safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. Emory may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests. Emory does not supply electrical cords to Clients.

7.7 Prohibited Activities. The following activities are strictly prohibited:

- 7.7.1. Cigarette and cigar smoking anywhere inside an Emory building.
- 7.7.2. Smoke, fog, or haze producing equipment of any kind.
- 7.7.3. Open flames of any kind.
- 7.7.4. Candles (unless enclosed in a hurricane lamp or similar device or votive).
- 7.7.5. Food and beverage in non-designated areas.
- 7.7.6. Any materials nailed, tied, or taped to any ceilings, walls, floors, or furnishings inside or outside of the building.
- 7.7. Helium balloons.
- 7.7.8. Throwing of rice, confetti, birdseed, or other materials inside or on the grounds of Emory. (This includes metallic confetti or glitter-like products scattered on guest tables or buffets.)

ARTICLE VIII: PARKING

8.1 Parking. Emory parking areas will accommodate _____ vehicles.

8.2 Valet Parking. Valet parking service is mandatory for all events with an estimated guest count equal to or higher than 300.

8.3 Additional Parking. If additional off-site parking facilities are required, there will be an additional charge of \$ _____ for arranging for additional space as well as shuttle service.



ARTICLE IX: ENTERTAINMENT AND DANCE FLOORS

9.1 Music. All music levels must conform to standard county and residential codes. Any outdoor music must end at 11:00 p.m., and outdoor music is limited to a maximum of three string or woodwind instruments. Indoor music must be contained indoors – i.e. patio doors remain closed when music is playing.

9.2 Dance Floors. All dancing in the Event area requires the rental of a dance floor with a protective pad (of carpet or similar product) installed underneath.

ARTICLE X: INVITATIONS

10.1 Invitations. A copy of the invitation and/or any announcement for the Event must be approved by Emory. The Client agrees to make all reasonable changes to the copy if any are requested by Emory. Under no circumstances can any Emory telephone number be printed on invitations or announcements.

ARTICLE XI: INDEPENDENT CONTRACTORS

11.1 Vendor Load-In and Load-Out. Arrangements regarding access to MWAH for deliveries, set-up, and removal of equipment must be reviewed in advance with the Event Coordinator. It is the Client's sole responsibility to inform independent contractors of Emory's rules, regulations, policies, and procedures. Emory must receive a list of all vendors with contact information no later than one week prior to the Event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):

11.1.1 *Costs.* Client bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, etc.).

11.1.2 *Licenses and Proof of Insurance.* All outside vendors used for the Event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with Emory.

11.1.3 *Caterers.* Emory has three approved outside caterers: Affairs to Remember, Masterpiece Catering and Nicole's Events. These are the only caterers that are approved to work at the Miller-Ward Alumni House. The use of a caterer not listed here must be approved by the Miller-Ward Alumni House and a \$500.00 or 10% of the food sales, whichever is greater, surcharge will be required. Any outside caterer must be licensed, insured and interviewed for approval.

11.1.4 *Deliveries.* Due to normal Emory activity, no deliveries may be scheduled before _____ on the day of an evening event. Assigned set-up time will depend on the Event needs and is determined at the sole discretion of Emory (see **Section IV**).

11.1.5 *Load-Out.* Arrangements must be made in advance with all vendors to return and pick-up rental items immediately following the Event. Emory is not responsible for any lost or stolen supplies, equipment, or other property that is left overnight. Vendors are responsible for clean-up and removal of all rented items.

11.1.6 *Décor.* Emory must approve all decor proposals.



11.1.7 *Staging*. All staging must occur on the loading dock area and not in hallways. For fire safety reasons, all hallways and doorways must be kept clear of tables and equipment at all times.

11.1.8 *Dollies or Hand Trucks*. Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. Emory strictly prohibits any sliding or dragging of equipment on its surfaces. All band risers and moveable items placed on the floor require rubber bearings. Emory does not provide any staff to help unload or load equipment.

ARTICLE XII: BREAKDOWN AND CLEANUP

12.1 Breakdown and Cleanup. Arrangements regarding building access and removal of equipment must be reviewed in advance with your Event Coordinator. An Emory representative will be assigned to oversee the breakdown and clean up of the Event. The Client and vendors should follow Emory representative's requests and leave all rented areas in the same condition as they were found.

12.2 Checkout. Before departing, all vendors are responsible for checking out with the Emory Event Coordinator and completing an event checklist, which will be reviewed the following day by the Event Coordinator. The Client will compensate Emory for any damage to facilities and property of Emory caused by Client, Client's guests, or Client's vendors.

ARTICLE XIII: ADDITIONAL GUIDELINES

13.1 Client Representative. Emory will coordinate the Event with only one main contact for the Event, the Client's Representative.

13.2 Volunteers. Emory does not allow volunteers to set-up, bartend, coat check, or to clean the facility after an event.

13.3 Donated Food. Absolutely no food is allowed to be dropped off without a caterer. Caterers must stay through the entire Event and are responsible for clean-up and removal of all items used for the Event.

13.4 Entire Agreement. This constitutes the entire Agreement between the parties, and supersedes any previous agreements, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.

13.5 Governing Law. This Agreement shall be interpreted and enforced under the laws of the state of Georgia, without regard to its choice of law rules.



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

Emory University

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**APPENDIX A
MILLER-WARD ALUMNI HOUSE FACILITY USE AGREEMENT**

Emory Alumni Association

DATE OF REQUEST: _____

Thank you for your interest in the Miller-Ward Alumni House (MWAH). Please complete all information and return to the MWAH by email at millerward@emory.edu or by fax at 404.727.6730.

This request is not confirmed until you have received a confirming acknowledgment from a MWAH Facility Representative. *Requests should be made a minimum of 14 days prior to the desired event date.* If confirmation or notice that confirmation will not be granted has not been received within five business days of submitting your request, please contact a MWAH Representative at the above e-mail or by phone 404.712.8995 or 404.727.7052.

Submission of this request certifies that the sponsor has read and agrees to all operating policies and guidelines contained in the Miller-Ward Alumni House Facility Policy.

Organization and Function Information

Sponsoring Organization/Client: _____

Emory affiliation: Alumni/Student: ___ Class Year: _____ Faculty: ___ Department: _____ Staff: ___

Sponsoring Official/Signature: _____

Type of Function: _____

Space Requested** : _____ Estimated Number of Guests*** : _____

Day/Date Requested: _____ Alternate: _____

Arrival Time: _____ Departure time: _____

Event Start Time: _____ Event End Time: _____

Will food or beverages be served? _____ Alcoholic Beverages? _____

Caterer: _____

Security Personnel Required: _____ A/V Required: _____ A/V Vendor, if known: _____

Contact Information

Client Name: _____ On-Site Contact: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Emory or Mailing Address: _____

Accounting Information

Emory Account Number: _____

Other Payment Method:
___ Check – Check Number: _____

___ Credit Card – Card Number: _____ Security Code: _____ Exp. Date: _____



Setup and Special Requests

Please briefly describe your desired room setup (attach a diagram if appropriate)**.

Facilities Requested:

Governors' Hall - \$ _____

Miller Room - \$ _____

Ward Room - \$ _____

Clegg Suite - \$ _____

Guy Dining Room - \$ _____

Additional Services and Charges:

Security: Security Officers @ \$25 per officer per hour

Rental Equipment: Highboy tables @ \$10.00 each (8 available)

Wedding Ceremony Rehearsal – 1 hour complimentary before 6:00pm, additional time may be purchased. Subject to space availability.

Payment and Documentation Schedule:

Signed Facility Agreement and Facility Use Deposit of \$ _____ due no later than: _____

Damage Deposit of \$300.00 due no later than: _____

Alcohol Deposit of \$100.00 due no later than: _____

Remaining Balance of \$ _____ due no later than: _____

If deposits are not received on or by their due dates, Emory has the right to cancel the function and retain any payments already paid. All payments and documentation are due prior to the Event date. When facility is reserved less than 30 days before the Event date, all agreements and documentation must be returned within 7 days.