

CREIGHTON UNIVERSITY

Skutt and Harper Center Rental Guidelines

DEFINITIONS

- Event: Any function which takes place in a reservable meeting room, ballroom, or auditorium in either the Skutt Student Center or the Harper Center. Examples include meetings, lectures, seminars, wedding receptions, or other special events.
- Client: Any individual or group responsible for planning/holding an event in either the Skutt Student Center or the Harper Center. A client could be a student group, university department, alumni, business, nonprofit organization, or any other entity using these facilities.

RESERVATIONS/EVENT PLANNING OFFICE

Once a reservation has been confirmed, an event planner will be assigned to assist with logistical details for the event. Clients should work closely with the assigned event planner to ensure proper coordination.

Skutt Student Center/Outdoor events:	Judi Augustine
Harper Center events:	Emily Huebner or Lea Kucks
Conferences:	Jana Ammon

CATERING

All catering of food and beverage will be provided exclusively by Creighton University Dining Services. In some limited cases with special circumstances, outside food providers may be allowed, although a Waiver Request form must be submitted and approved at least seven (7) days prior to the event.

ALCOHOLIC BEVERAGE SERVICE

- (1) The serving of alcohol will comply with the policies of Creighton University and the laws of Douglas County and the State of Nebraska.
- (2) All alcohol must be purchased through University Dining Services.
- (3) All alcohol servers must be employees of University Dining Services.
- (4) All events where alcohol is served must be complemented by food and non-alcoholic beverages.
- (5) Alcohol consumption will be restricted to the Event Premises.
- (6) At events where a meal is served (dinners, wedding receptions, etc.) alcohol can be served for a maximum of six (6) hours.
- (7) At events where a meal is not served and minimal food is available, (stand-up receptions, meetings) alcohol can be served no more than four hours.
- (8) Those attending an event where alcohol is served are prohibited from bringing their own alcohol onto the premises and/or removing containers from the premises.
- (9) No person under the age of 21 will be allowed to consume alcohol on the Event Premises
- (10) The client will be held accountable for the behavior of its guests and for compliance with all regulations.
- (11) All bar and alcohol services shall be discontinued at least thirty (30) minutes prior to the scheduled end of the Event.

COAT CHECK

A coat check room is available for use in conjunction with events in the Ahmanson Ballroom; the client is responsible for staffing the coat check. If the client does not have the personnel to staff the coat check room, an attendant can be provided at an additional cost of \$8 per hour per attendant. Such arrangements should be made at least ten (10) days in advance for scheduling purposes.

USE OF COMMON SPACES

Common spaces in the Harper Center (for instance the atrium, hallways, and lounge spaces) are not available for rental. If an event requires the usage of these spaces, the request must be reviewed and approved by a committee including the Director of the Skutt and Harper Centers.

DEADLINES

- (1) **Set-up:** All room layout information, audio visual requirements, and attendance numbers must be provided to the

Reservations/Event Planning office five (5) business days before the date of the event. Failure to do so may result in late change fees.

- (2) **Catering:** Final menu selections and attendance numbers must be provided to catering five (5) business days before the date of the event.

RENTAL RATES (See rental rates document for rates)

Room rental rates include set-up and take down of Skutt and Harper Center-provided furnishings (tables, chairs, staging, podium, dance floor) and audio/visual equipment (projector, sound system, microphone). There is no additional charge for standard audio/visual equipment (projector, sound system, microphone), or furnishing needs (tables, chairs, staging, podium, dance floor).

- (1) **Delayed Services.** On the day of the event, if the event runs more than thirty (30) minutes or more longer than the reserved time, additional labor charges will apply at the rate of \$15 per person per hour.
- (2) **Holidays.** A Special Building Opening fee will be charged in addition to room rental rates for events on the following holidays: New Years Eve and Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or any other day that Creighton University is officially closed.
- (3) **No Show Fee.** If the client fails to cancel a reservation and/or does not show, a no show fee will be assessed. (See rental rates document for amounts.)
- (4) **Early/Late Open.** If the building must be opened earlier or closed later than normal business hours in order to accommodate an event, an hourly early/late opening fee will be assessed. (See rental rates document for amounts.)
- (5) **Late Change.** If the client requests late changes to the room layout after it has already been set-up as originally requested, a late change fee will be assessed. (Labor costs.)

PROPERTY DAMAGES

After the Event, the client shall return the Event Premises in the same condition as provided to the client. The client shall not injure, mar or in any manner deface the Event Premises. The client shall be responsible for any and all damage or for the loss of any of the property or equipment of the Event Premises. The client also shall be responsible for any damage resulting from the activities of its guests. Reservations/Event Planning staff shall inspect the Event Premises at the conclusion of the reservation period and prior to the commencement of any subsequent event to ascertain whether any damage has occurred. If the Event Premises or any other area used by client is damaged by the act, default, or negligence of the client or the client's guests, or any person admitted by the client, the client will be charged a fee to restore the Event Premises to its previous condition. The client assumes full responsibility for the character, acts, and conduct of all persons admitted to the Event Premises by the consent of the client or by or with consent of any person acting for or on behalf of the client.

RELOCATION

The Reservations/Event Planning office reserves the right to exchange Event Premises and relocate a client's event to an alternate space/location within Creighton University for any reason. The client will be notified prior to such action and given the right to refuse the new location and receive a full refund of deposits already paid (if applicable).

SECURITY

In order to maintain adequate security measures, the client may choose, or the Reservations/Event Planning office may require, client to provide security service through an approved provider. The client shall be responsible for the costs related to any additional security required for the Event and shall be charged additional fees. No other security personnel shall be used except those personnel of security organizations approved by the university.

LIABILITY

The client agrees to indemnify, defend, protect and hold harmless Creighton University and University Dining Services from and against any and all claims, actions, suits, causes of action, injuries, damages, accidents, judgments, costs and expenses, including reasonable legal fees or resulting from any violation of law or ordinance resulting from the use of the Event Premises by the client, arising from, or attributable to, the omission, fault, negligence, bad faith or willful misconduct of the client or the client's guests in connection with the client's use of the Premises, or arising from or attributable to a breach of the client's duties.

INSURANCE

The client shall obtain a comprehensive general liability insurance policy, at its sole expense, which provides coverage for the university and its employees and agents. (University departments and student organizations will be covered by the

university's policy.) The policy shall be written on an "occurrence" (not "claims made") basis and shall include a Broad Form General Liability inclusion or equivalent. The policy shall have a minimum combined single limit of \$1,000,000 (for bodily injury and/or property damage). The minimum amount of insurance coverage required under this Agreement may be adjusted as determined by the university. Creighton University shall be named as an Additional Insured on the comprehensive general liability insurance policy. In addition, the insurance policy shall obligate the carrying company to give the university written notice ten (10) days in advance of any reduction in amounts of liability coverage, cancellation of policy or other changes.

The insurance policy shall be issued by a financially responsible insurer lawfully authorized to do business in the State of Nebraska. The insurer must be approved by the university.

The client must file with the university, not less than ten (10) days prior to use of the facilities, a standard certificate of insurance or evidence of insurance evidencing that the insurance policy will be in full force and effect during the period of use of the facilities.

REMOVAL OF PROPERTY

At the conclusion of the Event, the client shall remove from the Event Premises all equipment and other property brought to the Event Premises by the client. In the event the Event Premises are not vacated by the client, the Reservations/Event Planning office shall be authorized to remove the equipment and other property at the expense of the client. The Reservations/Event Planning office shall not be liable for any damage or loss to such property that may be sustained by reason of such removal, and is expressly released from any and all claims related thereto. Furthermore, the Reservations/Event Planning office shall not be responsible for any damage, loss or injury related to property, merchandise or articles left by the client or invited guests at the Event Premises.

TEAR DOWN & DISMANTLE

The Reservations/Event Planning staff will be responsible for installation and/or dismantling of provided equipment only (tables, chairs, staging, trash cans, and University Dining Services-owned catering equipment). Tear down and dismantle of the client's property shall be the client's responsibility and shall be removed within the Agreement term. The Reservations/Event Planning office has no responsibility for removal of equipment not owned by that office. If the client does not remove its equipment as required, the Reservations/Event Planning office may remove the equipment and the client shall pay for any expense incurred. Anything left in or on Event Premises and not claimed by the client within fifteen (15) days after the conclusion of the rental period shall become the property of the Reservations/Event Planning office.

FORCE MAJEUR

The Reservations and Event Planning office shall not be liable if any or all of the Event Premises cannot be used due to circumstances beyond the university's control. In such a case, the Reservations/Event Planning office shall use reasonable efforts to determine and provide a reasonable alternate date or location.

LAW OBSERVANCE

The client and its employees, agents, licensees and invited guests shall comply with all federal, state and local laws, rules, ordinances and regulations, university policies, and shall not do, nor permit anything to be done at the university facilities and grounds in violation of any such laws, rules, ordinances, regulations or policies. If the client becomes aware of any violation on the part of the client or any of its employees, agents, licensees or invited guests, the client shall immediately cease and desist from and correct such violation.

NO OBSTRUCTIONS

No portion of the sidewalks, entries, passages, vestibules, halls, elevators, and ways of access to public utilities of the facilities and grounds shall be obstructed by the client or used for any purpose other than for ingress and egress to and from the Event Premises. Public restroom facilities shall not be used for any purpose other than for which they were constructed. All equipment and personnel shall be brought into and taken out of the facilities and grounds only at entrances and exits designated by the Reservations/Event Planning office.

SIGNS

Any signs and banners to be posted by the client shall be professional in appearance and shall be approved by the Reservations/Event Planning office for form, content and location. The Reservations/Event Planning staff will post all signs.

PARKING/DRIVING ON CAMPUS

The Reservations/Event Planning office shall inform the client in advance which areas are available for parking during the Event. Parking is not guaranteed. The client shall inform the Reservations/Event Planning office in advance if the client intends to utilize valet parking services during the Event. All service vehicles used on university property shall bear clear markings identifying them as the Selected Firm’s, and shall be equipped with reverse alarms. All vehicles are to be parked in approved parking lots only. Parking on sidewalks, malls, and lawns is not acceptable except in the case of loading or off-loading supplies or equipment.

INTELLECTUAL PROPERTY

All logos, symbols, designs, and words associated with Creighton University are trademarks owned by the university. Use of Creighton University’s trademarks must be under license or written authorization from the university. The client shall not represent in any advertising or publicity materials that its activity is sanctioned or sponsored by Creighton University without prior approval.

OUTSIDE SERVICES

The Reservations/Event Planning office reserves the right to approve or deny any and all outside services or contracted entities (including but not limited to florists, decorators, security, valet parking and entertainment). The client shall provide the Reservations/Event Planning office a complete list of all outside services or vendors that will be utilized at least seventy-two (72) hours in advance of the date of the Event. Property damage or loss caused by outside service providers shall be the responsibility of the client. The client must abide by any vendor exclusivity contracts held by the university (ex. Sodexo, PepsiCo).

PROHIBITED

- (1) The client shall not install nails, hooks, wire, tacks, screws, tape or adhesive fasteners on any part of the building.
- (2) The client shall not move furniture or equipment. Set-up of tables, chairs, and moveable equipment must be agreed upon and submitted in writing prior to the Event and initialed by both the Reservations/Event Planning office and the client. Any change to the agreed upon set-up will be charged at the rate charged for such services and assessed as an additional fee.
- (3) The client shall not alter any sound or audio-visual equipment. All alterations to the sound or audio-visual equipment must be made by the Reservations/Event Planning staff.
- (4) The client shall not use or permit to be used any flammable materials in the facility.
- (5) The client shall not use glitter, confetti, or sparkles in the facility.
- (6) The client shall orient any outdoor sound systems to face away from classroom buildings.
- (7) SMOKING IS PROHIBITED ON THE ENTIRE CAMPUS.

RESERVATION OF RIGHTS

The Reservations/Event Planning office reserves the right to cancel or refuse to rent Event Premises to any public event whose nature or presentation or support of an issue is contrary to or inconsistent with Creighton University’s mission and/or its Jesuit, Catholic identity or if the University cannot assure the adequate safety of the Creighton community.

GOVERNING LAW

All agreements shall be governed by Nebraska Law, and jurisdiction and venue shall be in Douglas County, Nebraska.

CANCELLATION FEES

Due in US Dollars. If the client cancels the reservation before the Event, the client shall be charged a cancellation fee equal to a percentage of the Rental Fees as follows:

Number of Days Prior to event	Room Rental Cancellation
More than 365 days	Full Refund
275 to 364 days	75% Refund
182 to 274 days	50% Refund
90 to 181 days	25% Refund
Fewer than 90 days	No Refund

The client shall be responsible for any fees incurred by the Reservations/Event Planning office before cancellation. The Reservations/Event Planning office reserves the right to cancel any event that violates any law or University policy. All liability, whether legal or financial, is the sole responsibility of the client.