

## TERMS AND CONDITIONS

1. **ADVERTISING** – PURCHASER agrees that the COLLEGE's facilities are simply an event venue and PURCHASER does not represent the COLLEGE in any way. Programs, advertising, or any materials referencing College of DuPage shall not imply that the COLLEGE sponsors the PURCHASER's event or that the event is in any way affiliated with College of DuPage. PURCHASER's use of the COLLEGE logo is expressly prohibited and the name and logo on the PURCHASER must appear in larger font than any reference to the COLLEGE. COLLEGE staff and/or resources are not available for advertising PURCHASER's event.
2. **ATTENDANCE** - PURCHASER agrees that event attendance shall not exceed the coded capacity of the appropriate venue. All events are encouraged to provide tickets so that overcrowding does not occur and create a safety problem.
3. **CANCELLATION**
  - a. PURCHASER may cancel this contract without penalty, if rental is canceled more than thirty (30) days before the scheduled rental. A rental canceled between fourteen (14) and thirty (30) days prior to the rental will forfeit fifty percent (50%) of the deposit. A rental canceled less than fourteen (14) day prior to the rental will forfeit one hundred percent (100%) of the deposit.
  - b. If for any reason, except due to an Act of God, this contract is canceled by the PURCHASER beyond the Cancellation Clause contained herein, or a change of date is required by the PURCHASER for any reason other than an Act of God, then the PURCHASER agrees to reimburse the COLLEGE for COLLEGES bona fide out of pocket expenses immediately upon presentation of an invoice of such expenses to the PURCHASER or his/her Representative.
  - c. The College will make all reasonable efforts to fulfill the reservation/contract. However, the College reserves the right to cancel any event after providing reasonable notice to the PURCHASER. Cancellation may occur if the College requires the space to accommodate classes, due to space limitations caused by increased enrollments or building renovations. In such case if cancellation is required, PURCHASER would receive a full refund on any deposit paid.
4. **EVENT CONTENT** – PURCHASER's event is not to be in competition with course offerings of the COLLEGE, if program is determined to be in competition with COLLEGE offerings this contract shall be terminated and all future facility reservations contained within this contract will be canceled.
5. **FOOD**
  - a. Catered food services will be provided by the College's contracted Food Service provider. Any outside catering must be approved by special arrangement. Alcoholic beverages may not be served or consumed on college property.
  - b. All beverages served, sold, distributed, supplied or donated in connection with any event at College of DuPage shall be exclusively brands distributed by Pepsi-Cola.
6. **GOVERNANCE** - This agreement shall be governed by the laws of the State of Illinois. The COLLEGE representative, in signing this contract, warrants that he signs as an authorized representative of the institution.
7. **INSURANCE** - Certificate of Insurance MUST be attached to this rental agreement providing evidence of liability coverage for PURCHASER in amounts not less than \$1,000,000 bodily injury and \$1,000,000 property damage, with a \$2,000,000 general aggregate. Certificate of Insurance must state that 30 days advance notice will be given to the College in the event of cancellation or material change in insurance coverage. Certificate of Insurance is to name College of DuPage as additional insured.

**8. LIABILITY** - PURCHASER shall be liable for any and all lost, stolen, and/or damaged equipment provided by the COLLEGE, as well as any damages to COLLEGE facilities, during the time of the PURCHASER's rental of College facilities.

**9. LOCATION**

- a. The COLLEGE reserves the right to move PURCHASER to an alternate facility on campus that would accommodate the PURCHASER's needs. PURCHASER will be given advance warning that their event has been moved.
- b. PURCHASER may use only the facilities assigned under this contract.

**10. RESPONSIBILITY -**

- a. The COLLEGE shall not be responsible for any items heretofore mentioned when prevented from doing so due to sickness, riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the COLLEGE. If such acts or conditions occur the COLLEGE is not liable for damages which the PURCHASER, his/her group or Representative might suffer.
- b. The PURSHASER is responsible for any and all equipment that the PURCHASER, his/her group or representatives brings to the site of the rental. The PURCHASER is responsible for the set-up and tear down of all equipment and for property damage and/or personal injury which may arise as a result of faulty, improperly placed equipment and or negligence on the part of the PURCHASER, and shall hold the COLLEGE and their representative harmless from any such claims.
- c. If this contract is signed by someone other than the PURCHASER contact, as listed within the front of this contract, the person signing for the PURCHASER expressly warrants that he/she is authorized by the PURCHASER to execute this contract for the PURCHASER for this rental at the time and place specified in this contract.