

ROGALSKI CENTER ROOM RENTAL GUIDELINES & USAGE POLICY

Open to the public, the Rogalski Center at St. Ambrose University can accommodate small groups of 10 or up to large gatherings of 500 guests and offers some of the most modern amenities and technological capabilities. The wireless building is further equipped with internet connections in all sections and you have the option to rent various media equipment.

The facility has a spacious ballroom that can be divided into smaller areas to fit the specified occasion. The full ballroom can be used for wedding receptions, lectures, socials, conferences, benefits, and award ceremonies.

ROOM RENTAL GUIDELINES

- Rental fees includes all setup, including the dance floor, tables, chairs, and audio/video equipment.
- All non-St. Ambrose University facility rentals will include an 18% service charge for set-up and clean-up services.
- Our superior catering service, Sodexo, handles all catering needs. For questions or further information regarding placing a catering order, please do not hesitate to contact either CJ (buschcoltonj@sau.edu) or Caroline (rasmussencarolinem@sau.edu).
- All food and beverage transactions do not include tax nor service charges. The current 7% Iowa State Tax plus an 18% service charge will be added to the final transaction. If you are a Tax Exempt Corporation, it is necessary that you provide us with your current tax-exempt certificate.
- The serving of alcohol is limited to six (6) hours, and any time alcohol is served, the renter is required to have a security officer(s) present at the time of the event. We will schedule security officer(s) to start ½ hour before the bar opens and stay ½ hour after the bar closes. Lessee will be required to pay the security officer(s). (see Usage Policy item #6: Additional Security)
- St. Ambrose University requires all non-university groups to provide a Certificate of Insurance of up to \$3,000,000 General Liability or \$3,000,000 Umbrella Liability. It is acceptable for the group to be self-insured under its general liability coverage. In addition, St. Ambrose University must be named as an additional insured location for this event and have a Certificate of Insurance. (See Usage Policy item #5: Bonding)

USAGE POLICY

This is a copy of the Usage Policy that must be signed with the Event Coordinator.

This Usage Policy is part of the Lease Agreement for St. Ambrose University (hereinafter referred to as "University") and the rules herein must be adhered to absolutely by Lessees of the University.

Should Lessee be found in violation of the provisions of this Usage Policy, the University will immediately consider the Lease Agreement null and void and Lessee will forfeit all advance payments made to the University.

The aforementioned Lease Agreement and this Usage Policy are the only agreements between the parties relative to the University and no oral statements or prior written matter shall have any force or effect.

The University does not relinquish the right to the management of its facilities or property. Lessee will afford the University personnel the right to enter any part of the University premises at any time.

The University standards of conduct apply to anyone in University facilities. Any person who displays inappropriate conduct or language, disrupting performances, or creating disturbances at events in the building will be asked to leave the premises and/or will be escorted off campus by SAU Security Staff. It shall be the responsibility of the Lessee to completely inform the proper agents or employees of Lessee concerning these rules and regulations. The Lessee is responsible for the conduct of its agents and guests while using University facilities.

Basic Provisions

1. **Sublet/Use.** Lessee shall not assign, transfer, convey or sublet this Lease or its rights to use University facilities to any other person or organization without the prior written consent of Lessor. The Lessee shall not to use any area or equipment not designated in the Lease or use the facilities for any purpose other than that which is stated in the Lease.
2. **License/Permits/Copyrights.** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified in the Lease. The Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless the University from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. The University may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.
3. **Indemnity.** The Lessee shall indemnify, defend and hold harmless the University, its officers, agents and employees against any and all claims, liability, penalties, damages, judgments, loss or expense of any kind or nature which may arise by reason of the Lease, including but not limited to, any damage, injury, death or claim of injury to any person including, but not limited to, Lessee's employees, patrons,

guests, invitees, or property. The University will not be responsible for any damage or loss to Lessee's property, or that of the Lessee's agents, employees, etc., regardless of the cause for such loss, even if the loss is a result of the negligence of University.

4. **Damages.** Lessee shall be responsible for any damages to University equipment, premises or facilities resulting from or attendant upon the use of the premises by the Lessee or its patrons, agents, guests, members, employees, etc. Lessee shall leave University premises in the same condition as existed when Lessee took possession. Any charges incurred because of post-event cleanup will be borne by the Lessee. The Lessee is obligated to check the room(s) immediately upon taking possession of the space (and immediately after the event) to look for items that are broken or any damage. Damages shall be reported immediately to the Event Coordinator or designated evening staff.
5. **Bonding.** All non-University groups are required to provide a Certificate of Insurance of up to \$3,000,000 General Liability Or \$3,000,000 Umbrella Liability. This Certificate of Insurance is to be sent to the Event Coordinator at least fourteen (14) days prior to the date of the event.
6. **Additional Security.** Lessee will be required to have a minimum of two (2) sworn police officers present at any event where alcohol is served. At the discretion of the Director of Security additional security beyond two officers may be required. Arrangements for these officers must be made with the Director of Security through the Event Coordinator at least 30 days prior to the event. The Lessee is responsible for all security charges associated with the event as stipulated in the Lease.

Officers shall be paid the day of the event by Lessee unless other arrangements have been made with the Event Coordinator. 10.19
7. **Outside Services Surcharge.** Arrangements for use of audio/visual equipment and other equipment such as a podium, stage or dance floor shall be made through the Event Coordinator. Any equipment or materials that are not available on the premises shall be secured on behalf of the Lessee by the Event Coordinator and will be billed to Lessee at cost plus 10 percent. Shipping charges, if applicable, will also be borne by the Lessee.
8. **Collections.** No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made on University premises without first obtaining written permission from the Event Coordinator.
9. **Food/Beverage.** No food or alcoholic beverage shall be permitted in the rented facility except as specifically approved in writing in the Lease.
10. **Alcohol.** Alcohol may only be served under the following conditions:

- a. The University provides written permission for alcoholic beverages to be served.
 - b. Appropriate liquor licenses are held. Lessee shall be ultimately responsible for verifying the age of any parties served. All verification and service of alcohol must be consistent with on-campus policies (wrist bands) and approved by the Director of Security. Alcoholic beverages must be served in a responsible manner. No one who is or appears intoxicated may be served.
 - c. All alcoholic beverages must remain inside the room that has been leased. Serving containers will never exceed 12 ounces for beer and wine coolers, four ounces for wine, and one ounce for liquor. The use of pitchers for alcoholic beverages is not permitted. Alcoholic beverages may not be taken into public areas such as hallways, atriums, balconies, lobbies, elevators, patios, parking lots or restrooms.
 - d. No alcohol may be brought to the event or into the leased room by the Lessee or the Lessee's officers, agents, employees, representatives or guests.
 - e. This statement is a summary of broader University alcohol policies, which are available upon request. Lessee shall know and comply with all University alcohol policies. The Lessee is responsible for the behavior of all agents, representatives, officers, employees and guests. Lessee shall ensure that all published and posted University policies are followed.
11. **Smoking/Candles.** Lessee shall not permit any smoking or use of tobacco inside any University facility or outside on University property. Candles may be used at an event only with prior written approval from the Event Coordinator.
12. **Decorations.** All decorations must be pre-approved in writing from the Event Coordinator. The use of tape of any kind, nails, staples and tacks is not allowed. Only Multi-Surfaces Blue Painter's Tape may be used for affixing decorations. Arrangements must be made with the Event Coordinator for putting up decorations and taking down articles already in the room before an event takes place. Removal of decorations is the responsibility of the party using the facility. Decorations are to be removed the day of the event or immediately at the end of the event, unless special arrangements are made prior to the event. No confetti or silly string is allowed. A fee will be assessed for decorations not removed, any clean-up that is not completed by Lessee and/or damages caused by the decorations.
13. **Parking.** Parking is a limited resource at the University and it is not possible to reserve parking for events. Lessee will be advised of any lots that may be available for their guests to park in during the event. All individuals parking on University property do so at their own risk. The University assumes no liability for any loss or damage done to vehicles or their contents while parked on campus. Lessee shall disclose this fact to all guests or attendees of their event.
14. **Emergency Procedures/Fire Code Guidelines.** Lessee shall and shall cause its employees, officers, agents, representatives, guests or others present at the event to follow the instructions of University staff when asked to leave a University facility in

the case of disaster, fire, etc. If attendance becomes overcrowded beyond safety code limits, the University may in its discretion require that a number of attendees leave or discontinue the event and require that all attendees vacate. Lessee shall be responsible for confirming in advance the number of attendees who may safely occupy the space which Lessee is leasing for the event. Any event that violates any University policy or municipal, state, or federal law may be discontinued at the discretion of the University staff.

15. **Prohibited Items and Activities.** Animals with the exception of seeing-eye or guide dogs; firearms of any kind; illegal drugs or other illicit substances; unauthorized publications and postings; outside business solicitations; and skateboards and roller blades are prohibited.
16. **Promotion/Publicity.** The University and/or its facilities will not be publicized by the Lessee as a location for use until a Lease Agreement has been signed and a deposit paid. Proof of contract between the sponsor/promoter and the talent, speaker, etc. may also be requested by the University.
17. **Advertising.** In all advertising, Lessee has the authority to use the University's telephone number only after a Lease Agreement has been signed. No advertisements, news releases or publicity pertaining to the rental may be made by Lessee until such has been submitted to the Event Coordinator and approved in writing.
18. **Correct Advertising Copy.** The Lessee agrees that any advertising submitted for approval, whether newspaper, radio, television, posters, heralds, flyers, brochures, etc., will contain the following information:
 - a. The true and correct name of the presenting agency or organization, i.e., "Country Music Stars, Inc. Presents..." "McDonald's Presents..." (If applicable).
 - b. The specific and correct name of the facility in which the event will take place, i.e., the Rogalski Center ballroom.
 - c. The correct institutional name of the University: St. Ambrose University.
 - d. In no way should advertising imply that St. Ambrose University or its various departments are sponsors of the event unless the nature of sponsorship is described and made a part of the Lease.
 - e. All materials must be submitted to the Event Coordinator prior to printing/solicitation.
 - f. The use of University publications for publicity is available only for University-sponsored events.
19. **Displays.** Lessee shall not display any posters, photographs, models, signs, etc. without obtaining written permission from the Event Coordinator, and then only in such areas as are specified and such materials as are approved in writing in advance by the Event Coordinator. Lessee's displays may not interfere with existing displays or fixtures of the University.

20. **Media Coverage.** Lessee will inform the University and obtain written approval for any media coverage in the rented facility.
21. **Deposits and Cancellation.** A non-refundable deposit of fifty percent (50%) of the rental fee must be made to the University at the time the room reservation is made. Room reservations will not be held without the deposit. Final payment of the rental fee will be made to the University at least seven (7) days prior to the date of the event. Lessee shall forfeit the entire rental fee for cancellations occurring within seven (7) days of the date of the event. In the event of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements to attendees, at Lessee's expense, concerning the cancellation, as soon as possible following the cancellation. Lessee shall provide the Event Coordinator with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular office hours. The Event Coordinator shall determine what Lessee must do to inform the public and may require newspaper, radio or television announcements with such frequency as the Event Coordinator deems necessary to inform attendees. Lessee may be asked to be present at the leased facility to help inform the public of the cancellation.
22. **Impossibility.** In the event that the University or its premises are unfit for occupancy by the Lessee during the period covered by the Lease by reason of fire, strike, civil disturbance, regulations of public authorities or other cause beyond the control of the University, the Lease will be of no force or effect.
23. **Additional Regulations.** The University reserves the right to impose additional rules or regulations, or to set up special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the University, and such regulations will be binding upon the Lessee. Violations by the Lessee will result in cancellation of the Lease.