

ORAU POLICY AND PROCEDURES

COM-610

Date: July 21, 2010

Attachment 2

**AGREEMENT FOR USE OF
POLLARD TECHNOLOGY CONFERENCE CENTER
(Personal Version)**

**AGREEMENT FOR USE OF
POLLARD TECHNOLOGY CONFERENCE CENTER**

(Personal Version)

This agreement is entered into by and between Oak Ridge Associated Universities, Inc. (ORAU), a not-for-profit Tennessee corporation, P.O. Box 117, Oak Ridge, Tennessee 37831-0117 and

_____.

ORAU and User hereby agree:

A. ORAU will allow User to use the listed meeting facilities and equipment in accordance with this agreement on the following dates and at the stated times as listed:

Date(s): _____ Time(s): _____ to _____

Room(s):	Auditorium/Lobby	240 (Iris)	242 (Dogwood)	249 (Mockingbird)
	Lobby Only	240 (Iris)/242 (Dogwood) Combined	Entire Facility	

Setup: _____

User will have the use of the above listed meeting facilities for the purpose of _____ and for no other purpose.

Title of activity: _____

User will comply with all Terms and Conditions for Use of ORAU's Pollard facilities, attached hereto and incorporated herein by reference.

- B. As consideration for the use of above listed Pollard facilities, equipment, and related services, User agrees to pay ORAU the total sum of \$_____. This amount must be paid seven (7) days in advance of facility usage. A refundable damage deposit of \$500 is also required. (See Terms and Conditions for more information.)
- C. User may cancel this agreement without penalty upon written notice delivered to ORAU not less than ten (10) working days prior to the date of the first event under paragraph A, above. If User cancels this agreement less than ten (10) working days prior to the date of the first event, User agrees to pay 50% of the amount shown in paragraph B above as a cancellation fee.
- D. If for any reason ORAU cannot make the above listed Pollard facilities available on the specified date(s) because of fire, accident, strike, civil unrest, acts of God, or other causes beyond ORAU's control, ORAU's sole and complete responsibility to User will be the refund of any sums paid by User under this agreement related to the said date(s).

In witness whereof, the undersigned competent representatives do hereby enter into this agreement for use of facilities as of the day and year first written above.

ORAU BY: _____ Date: _____

PRINT NAME: _____ TITLE: Pollard Facilities Coordinator

USER BY: _____ Date: _____

PRINT NAME/TITLE: _____

ADDRESS: _____

TERMS AND CONDITIONS FOR USE OF ORAU's POLLARD TECHNOLOGY CONFERENCE CENTER

1. For individuals renting the facility, payment is due at least one week before use. Interest at the prevailing rate may be charged on any late payment.
2. ORAU, its officers, directors, members, employees and agents are not responsible for injury to persons, or damage to property, as a result of the use of ORAU facilities. User shall be responsible for the conduct and safety of its employees, guests, and other third parties; for observance of all fire and safety regulations; and for adequate police protection. In using Pollard Auditorium, User is responsible for warning its employees, guests and other third parties to exercise caution on the steps. User agrees to be responsible for any injury arguably resulting from User's failure to issue this warning.
3. User shall hold ORAU harmless for any claim (including attorneys' fees, court costs, and judgments) for injury or death, or damage to property, brought by User, User's employees, User's guests, or third parties, based on User's activities in ORAU facilities, except those claims directly and solely attributable to the negligence or willful misconduct of ORAU employees.
4. ORAU has no responsibility for, and User agrees to hold ORAU, its officers, agents, and employees harmless from, any and all claims for damages, destruction, loss, or theft of any materials or equipment owned or rented by the User. Storage of materials or equipment prior to or following the event will be at the User's risk and must be arranged in advance with the ORAU facilities coordinator.
5. Room reservations for a personal event or by an individual require a \$500 damage deposit. If, at the end of your event, everything is returned to proper order, your deposit will be returned to you within seven (7) business days.

User agrees to be responsible for any damages done to the premises or any other part of the Pollard Technology Conference Center during the function by the User, User's guests, or any independent contractor hired by User. User will promptly pay ORAU for any destruction, damage, or defacement of ORAU's Pollard Technology Conference Center, public areas, or other property that results during the use of Pollard facilities. User's responsibility to ORAU is not limited in any manner by the rental rate. User will be responsible for cleanup of its materials following the event and agrees to pay any extraordinary cleanup costs incurred by ORAU as a result of User's activities.

6. If catering is needed for your event, you must select a caterer from our [approved list of caterers](#). If you wish to use a caterer not on this list, you must obtain prior written approval, and the caterer must complete an [approved caterer application](#). No food or beverage may be brought into the facilities without using an approved caterer or without the expressed advance written consent of the Pollard Event Coordinator (EC).
7. Alcoholic beverages may not be served in any ORAU facilities during regular working hours, which are Monday through Friday, 8:00 a.m. - 4:30 p.m. User agrees that nonalcoholic beverages and food will be served at any event where alcohol is served. ALL alcohol must be served by a licensed and insured bartender from the Pollard Technology Conference Center approved list of caterers. User will abide by Tennessee state laws regarding alcohol possession and consumption. The minimum drinking age in Tennessee is 21 years. All bartenders must be over 21 years of age, and required to have a TIPs card.
8. Smoking is not allowed in ORAU facilities. Smoking areas are established outside of each entrance. The use of candles, fireworks, sparklers, flammable warming devices, or other open

flames is not allowed in the Pollard Technology Conference Center except by prior written arrangement with the facilities coordinator.

9. No alterations will be made to the facilities without the advance approval of the facilities coordinator. User will not tape or tack any materials to walls or doors. No yard signs or banners are allowed, and door stickers or other permanent stickers are not to be affixed to our facility. Tackable surfaces are available in each of the breakout rooms.
10. User will adhere to parking restrictions. Parking is not allowed in front of Pollard entrances except during loading or unloading of materials.
11. User publicity regarding the meeting will not state or imply sponsorship by ORAU without advance written permission from ORAU. No yard signs or banners are allowed without consent of ORAU. (see #8 above)
12. This agreement is not transferable, and User shall not sublet Pollard Technology Conference Center without advance written permission from ORAU. User will not disrupt the work of ORAU employees. All inquiries and questions regarding the use of ORAU facilities will be directed to the ORAU facilities coordinator.
14. A half-day rental is defined as less than five (5) hours. A whole-day rental is defined as five to nine (5 to 9) hours. If you exceed the event hours outlined in your signed rental agreement, you will be charged \$100 for each additional hour you remain in our facility. Any event exceeding nine (9) hours may cause the renter to pay for the next half-day or whole-day increment. Please note that this also pertains to set-up time and clean-up time.
15. It is mandatory that User read the following announcement to User's audience prior to beginning any program in the Pollard Auditorium:

In the unlikely event of an emergency requiring us to evacuate this facility, those of you sitting in the front of the auditorium should exit immediately via the doors on the left and right sides of the stage (*point*). Those of you in the back should evacuate via the doors to the left and the right in the rear of the auditorium. Once in the lobby, exit the building through the doors to the right. Should one or more of these exit ways be blocked (by smoke or fire) please leave via the nearest alternate exit.