



## The University of Toledo Alumni Association Koester Pavilion Terms & Conditions for Facility Use

The William and Carol Koester Pavilion is unique. Thanks to the leadership philanthropy of Bill and Carol Koester, and the generous gifts of alumni and friends, this wonderful facility will serve our UToledo alumni and the UToledo community far into the future.

The Pavilion is designed to serve two important purposes. The Pavilion and its surrounding plaza contain plaques honoring our outstanding alumni, past Alumni Association presidents and our generous donors. Equally important, the Pavilion serves as a meeting place for alumni, pre-game activities and community events.

The operations and management of the Pavilion is vested in the UToledo Alumni Association Board of Trustees in cooperation with the Office of Alumni Engagement and the University.

The William and Carol Koester Pavilion is a wonderful tribute to our UToledo Alumni everywhere and a campus asset. As such, the Pavilion should be preserved and utilized in ways that are respectful and appropriate.

### *Definition of Terms*

<b>Pavilion</b>	The William and Carol Koester Alumni Pavilion and Plaza Area
<b>University</b>	The University of Toledo
<b>Association</b>	The University of Toledo (UToledo) Alumni Association
<b>Foundation</b>	The University of Toledo (UToledo) Foundation
<b>Reservation Holder</b>	Individual, organization, or group requesting use of the Pavilion
<b>Plaza</b>	Fenced area surrounding the space

### *Terms and Conditions for Use*

**Age** – Reservation Holder must be 21 or older to rent the Pavilion.

**Alcohol** – Alcohol is permitted inside the Pavilion and the Plaza only. Alcohol is prohibited outside the Pavilion fence line. Alcohol service must end one hour prior to the conclusion of your reservation. The Reservation Holder agrees to obtain all necessary liquor permits and agrees to hold harmless and indemnify the Association and the University for all claims or liability, which may arise at the Pavilion in accordance with the Indemnification Provision set forth herein. The Reservation Holder agrees to obtain all necessary liquor permits. See Appendix A.

**Arrival Time** – It is important that arrival times for caterers, florists, etc., as well as guests, be coordinated in advance.





**Capacities** – Attendance capacities are set by the Fire Marshall and may not be exceeded.

**Catering** – Reservation Holders may select their own caterer or bring their own prepared food. Food preparation is not permitted in the Pavilion, as there is no kitchen. All catering equipment/food items must be removed by the pre-arranged departure time. Grills are permitted in designated area. (See Site Manager for details.)

**Clean up** – The Reservation Holder is responsible for all clean up and must leave the facility in the condition in which it was found. Trash bags are provided. If the facility is not found to be satisfactorily cleaned, a charge of \$100 per hour will be assessed.

**Damages** – An Association staff member will conduct a walk-through with the Reservation Holder at the time of arrival and departure. The repair/replacement cost for any damage that occurs during the rental will be charged to the Reservation Holder.

**Decorations** – Permitted decorations may be placed on tables. Decorations on any other surface are prohibited.

*Permitted items*                      *Flowers, battery operated flameless candles.*

*Prohibited items*                      *Glitter, confetti, candles, and fireworks including sparklers; nothing with any type of open flame. Also prohibited: the release of balloons, rice, birdseed, flower petals, birds, animals or insects, including butterflies; no inflatables.*

The Reservation Holder is responsible for removal of all decorations, removal of any items of property brought into the Pavilion, and deposit of trash in the appropriate receptacles by the prearranged departure time.

**Departure Time** – Your event must end one hour prior to the pre-arranged departure time. Everyone and everything must be out of the Pavilion by the departure time and clean up must be complete. The Reservation Holder will be charged an additional twenty-five dollars for every fifteen minutes past their departure time.

**Electric** – There are electrical outlets available for use in the pillars at the Pavilion as well as in the poles in the plaza.

**Enforcement of Policies** – The Reservation Holder is responsible for their guests and contract service providers' actions and enforcement of Pavilion University policies.

**Equipment** – Contact the UTAA for rental equipment pricing.

**Fire pit** – The Talmage Friendship Fire in the center of the Pavilion can be lit and extinguished for your event by the Pavilion Manager. The fire is for decorative use only and must not be used to cook, heat or burn anything. Nothing should be placed in the fire bowl, on the lava rocks, in the flame or in close proximity to the flame. The screen around the bowl should not be opened. The screen itself gets hot and will burn or melt objects if left too close. Please take steps to ensure that decorations or other flammable items are not placed on the screen or in close proximity. The fire pit is a gas fireplace and a red emergency off button is located on an adjacent pillar. In the event of an emergency with the fire pit, please hit the emergency off button to extinguish the flame and call 911 immediately if necessary. Use at your own risk.





**Food and Drinks** – Food and drinks are permitted only within your rental space.

**Fundraising Events** – Non-profit and commercial organizations may hold fundraising events in the Pavilion. Money for raffles, admissions, registration, merchandise sales, etc. can only be exchanged inside the Pavilion. ALL STATE GAMBLING LAWS APPLY. All organizations renting space in the Pavilion are subject to the requirements promulgated by the State of Ohio and set forth University policies. See Appendix B.

**Grilling** – Only gas grills can be brought on site. No charcoal grills are allowed at the William and Carol Koester Alumni Pavilion.

**Indemnification** – The Reservation Holder shall indemnify, defend and hold harmless the Association and the University, its officers, employees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to attorney fees, arising out of the acts or omissions of the Reservation Holder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Reservation Holder, his/her agents, guests or anyone directly or indirectly invited by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**Hours of Operation** – The Pavilion and Plaza are available for events from 8 a.m. to 11 p.m. The duration of the event is based upon a four-hour period not including the set-up time of two hours. Events lasting longer than four hours will be charged \$50 per additional hour. The Pavilion will be opened two hours before an event for set-up purposes.

**Insurance** – The Reservation Holder must obtain a general liability insurance policy in the amount of one million dollars.

**Music** – Music must conclude one hour prior to the pre-arranged departure time. In consideration of students living nearby, we ask that music be kept at an acceptable level. According to UToledo Policy 3364-30-08, “Amplified sound may be denied or rescinded if there may be or is any disruption to classes or general University operations.” See Appendix C.

**Parking** – It is understood and agreed that the Reservation Holder, contractors, its agents, employees, guests and patrons, will be subject to all University traffic and parking regulations existing as of the date of the rental agreement. Parking is subject to availability on the date of the event. Any parking violations resulting in a citation are the responsibility of the registered owner of the vehicle cited.

If necessary, the Reservation Holder and its guests may be dropped off in Area 9. The driver must then move the vehicle to a designated public parking space that has been approved for your event. Failure to do so may result in a parking citation. Family members, friends, or individuals hired by the Reservation Holder are not permitted to provide “valet parking.” For parking privileges, please fill out the following form:

<https://www.utoledo.edu/parkingservices/webforms/specialevent.html>





**Payment and Cancellation Policy** – Payment is expected in full at the time the reservation is made. The reservation must be secured with a credit card. The following is a list of the accepted credit card by the Association: Visa, Master Card, American Express or Discover. In the event of cancellation, refunds are issued as follows: if the cancellation notice is received up to 90 days prior to the rental a refund of 75% will be issued; if the cancellation notice is received 60 to 89 days prior to the rental a refund of 50% will be issued; if the cancellation notice is received 30 to 59 days prior to the rental a refund of 25% will be issued; if the cancellation notice is received less than 30 days no refund will be issued. In the event of a cancellation within 5 business days of the event, the Reservation Holder shall be responsible for any costs associated with site managers and student labor.

**Personal Property** – University staff will dispose of items left at the Pavilion after the prearranged departure time. The Association and the University are not responsible for lost, stolen or misplaced property/items, such as flowers, decorations, dinnerware and umbrellas.

**Photography** – The Association does not provide photographers, but you are welcome to take your own photos or bring your own photographer.

**Rental Agreement** – A Rental Agreement will be generated when the Pavilion is reserved. At least one month prior to the rental, the Reservation Holder must meet with a staff member to review the terms and conditions, sign the Rental Agreement and conduct a site visit.

It is understood that the facility is reserved only for the individual or group listed on the Rental Agreement. The Rental Agreement is not transferable. The Rental Agreement must be executed 90 days before your planned event and secured with a credit card.

Should the Pavilion, or any part of the Pavilion, be destroyed by fire or any other cause, or should any other casualty or occurrence render the fulfillment of this Agreement by the University impossible, then and in that event this Agreement shall terminate and the organization or group shall pay rental for the Pavilion only up to the time of said termination. The Reservation Holder waives any claim for damages should this Agreement be terminated for a force majeure event.

**Rental Season** – May 1<sup>st</sup> through October 31<sup>st</sup>

**Restrooms** – There are no restrooms inside the Pavilion. Restrooms are located inside Stadium Gate A directly across from the entrance to the Pavilion. The Reservation Holder is responsible for any damage to the stadium restrooms.

**Right of Entry** – The premises shall at all times be under the control of the Association and all University personnel, agents, police, and local fire department shall have the right to enter the facility at any time.

**Scheduling Priority** – The Pavilion will be reserved according to the following scheduling priority:

- UToledo Alumni Association Events (including UT Foundation)
- President and Board of Trustees events
- University-approved Group events
- Non-university/Community events





**Security Requirements** – The Reservation Holder is expressly prohibited from bringing in or arranging for the service of any private, volunteer, or independent security force, and agrees to utilize only the University’s security personnel arranged through the UToledo Police Department (419-530-2600). The UToledo Police Department will assign security detail as they deem necessary and the Reservation Holder is responsible for all security costs.

**Set-up and tear down** – The Reservation Holder is responsible for set-up and tear down of any rental equipment and anything else they bring into the Pavilion.

**Site Manager** – A site manager will be present for the event. Please direct all questions to the site manager. The site manager will not assist in the set-up or tear down for an event.

**Smoking** – The University of Toledo is a non-smoking campus. There is no smoking on University property.

**Soliciting** – Soliciting is not permitted in or near the Pavilion.

**Student Organizations** – All student organizations are required to have an advisor present at all times for the duration of their reservation (this includes set-up and tear down).

**Tents** – Tents are permitted in the plaza; however, they must be erected by a licensed company who will file the proper permits with the State of Ohio. Water barrels must be used to secure tents. Tents must not be secured by staking in the ground or the cement nor tied to the fencing or other permanent structure within the Pavilion or plaza.

**Termination of Rental Agreement for Non-Compliance** – It is understood by the Reservation Holder that the Association shall have the right to terminate this Rental Agreement without notice for default of the terms and conditions herein.

**Video Surveillance** – Security cameras are placed throughout the Pavilion for safety purposes and are monitored on a 24-hour basis. Images of guests are not shared publicly, other than as might be necessary for security issues.

*Other*

The Pavilion Policy Committee reserves the right to restrict or deny application for any activity in the Pavilion if, in the committee’s judgment, it is inappropriate for the University and the Alumni Association, or there is risk of damage to the facility or any persons.

The University of Toledo Alumni Association Board of Trustees is the final arbitrator on all matters related to the operation of the Pavilion.

In Case of Emergency – dial 911 or University Police at (419) 530-2600

Thank you for choosing the William and Carol Koester Pavilion for your event!

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

