

**SOUTHERN UNIVERSITY SYSTEM FOUNDATION
FACILITY USE AGREEMENT**

This Facility Use Agreement, hereinafter called "**Agreement**," made and entered into this _____ day of _____, 20____, by and between the Southern University System Foundation ("**SUSF**"), and _____, who/which warrants its authority to enter into this Agreement, hereinafter called "**Facility User**."

WITNESSETH

WHEREAS, The Valdry Center for Philanthropy at Southern University has been constructed through donations of generous supporters of Southern University;

WHEREAS, The Valdry Center for Philanthropy is located at the entrance to the campus of Southern University at 618 Harding Boulevard, Baton Rouge, Louisiana;

WHEREAS, The Valdry Center for Philanthropy seeks to educate the socially conscious student, volunteer, and practitioner in the emerging field of philanthropic studies, through the exploration of the economic, historical, and philosophical rationales for voluntary action in the local, national, and international arenas;

WHEREAS, The Valdry Center for Philanthropy's mission as an academically-based research center remains in the forefront for the use of the facility and takes priority over other uses; and

WHEREAS, The Valdry Center for Philanthropy seeks to expand its base of support and recognition through the opening of its doors to corporate or social gatherings supporting the national, state, and local community.

NOW, THEREFORE, in consideration of the agreements, covenants, and representations herein set forth, SUSF and Facility User agree as follows:

1. USE OF FACILITIES AND APPLICABLE USER FEES

1.1 For and in consideration of the charges to be paid to SUSF and the obligations assumed by Facility User herein, SUSF grants to Facility User the non-exclusive use of the following indicated areas in The Valdry Center for Philanthropy for the stated fee:

Venue by Room Name	Square Footage	Number of Hours	Hourly Rate ¹	Number of Days ²	Sub-totals of Fees	Required Facility Use Deposit (50% of all charges) ³	Balance Due
ACADIANA Auditorium - Capacity 200	1,749		\$200.50				
LAFOURCHE Lobby - Capacity 40	600		\$85.25				
CALCASIEU Classroom – Capacity 50	780		\$120.50				
CADDO Classroom – Capacity 50	780		\$120.50				
TERREBONNE Terrace/Garden – Capacity 278	1,950		\$150.00				
BIENVILLE⁴ Board Room – Capacity 35	890		\$135.25				
DESOTO Deck Capacity 15	220		\$60.00				
Audio Visual (If Applicable)			\$35.00				
Maintenance Charge (If Applicable)			\$20.00 per hour				
Security Guard (If Applicable)			\$35.00 per hour				
SECURITY DEPOSIT⁵ (If Applicable)							
TOTAL OF ALL FEES							

¹ The hourly rate shall be multiplied by the total time the facility is used, which shall include time used to set up the facility and to clean up and exit the facility by the user.

² A "Day" shall consist of eight (8) hours from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays.

³ Deposit is due upon execution of this Facility Use Agreement.

⁴ The Bienville Board Room may be used **only** as a meeting room.

⁵ Deposit is due upon execution of the Facility Use Agreement.

The above indicated venue(s) of The Valdry Center for Philanthropy is/are to be used by the Facility User for the sole purpose of: _____

_____ including setup, tear down, and clean up, hereinafter sometimes referred to as an "**Event**," and for no other purposes whatsoever without the prior written consent of SUSF. The **Event** and the rights granted hereunder shall begin no earlier than _____, 20__, at _____ a.m./p.m. on the _____ day of _____, 20__, (**Move-In Time**) and shall be completed and terminated no later than _____, 20__, at _____ a.m./p.m. on the _____ day of _____, 20__, (**Move-Out Time**). Attendees at any **Event** shall not exceed the above indicated capacity levels for each venue.

1.2 Normal rental times are between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays. A "**Holiday**" shall mean any day on which Southern University is closed for business. Rental hours begin at the time the Facility User enters The Valdry Center for Philanthropy to prepare for the **Event** and will end when the Facility User or the last person attending or servicing the **Event** for Facility User exits The Valdry Center for Philanthropy. All props, decorations, and other materials brought into The Valdry Center for Philanthropy by the Facility User shall be removed immediately following the conclusion of the **Event**. Time required for Facility User to remove any such materials shall be considered time for which The Valdry Center for Philanthropy must be rented.

1.3 The above-indicated room(s) will not be reserved for Facility User's **Event** until SUSF has received full and final payment of the Required Facility Use Deposits.

1.4 Higher Required Security Deposits will be charged for the following functions:

- A. Reunions;
- B. Holiday celebrations;
- C. Graduation/anniversary/birthday parties;
- D. Rehearsal dinners/wedding ceremonies/wedding receptions; and
- E. Rentals by a Corporate Entity without an acceptable personal guaranty.

The amount of any Required Security Deposit shall be determined at SUSF's sole discretion. SUSF reserves the right to charge a Security Deposit for other functions as well.

1.5 Cancellations made ten (10) days or more in advance of the **Event** date, will result in a 100% refund of any Deposit(s). Cancellations made less than ten (10) Business Days prior to the **Event** will result in forfeiture of all Deposits. A "**Business Day**" shall mean any day on which Southern University is open for business.

1.6 The Facility User shall provide the dance floor for any function including a band or a disc jockey. If a dance floor is desired for the **Event**, it will not be provided by SUSF. Dancing will not be allowed unless Facility User has provided and setup the dance floor in a manner and at a location acceptable to SUSF.

1.7 A maintenance fee of \$12.00 per hour shall apply and be paid by Facility User in any instance in which refreshments or meals are served at any *Event*, and, at SUSF's sole discretion, may also be charged for other *Events*. SUSF's Maintenance Employee will configure the chosen venue(s) prior to the *Event*, and Facility User shall provide the requested venue configuration upon payment of the Deposit(s). The hours charged for the Maintenance Employee's fee shall include the hours required to set up and take down tables and chairs or other furnishings provided by SUSF for the *Event*.

1.8 Any use of audio-visual equipment must be requested in advance of the *Event* and reflected in this Facilities Use Agreement. Facility User acknowledges that the technician shall be provided by SUSF at Thirty Five and No/100 Dollars (\$35.00) per hour.

1.9 A rental for any period other than between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays will incur an additional hourly charge for a Security Guard to be provided by SUSF. The current hourly rate is Thirty-Five and No/100 Dollars (\$35.00) an hour for the Security Guard. Facility User hereby acknowledges that the Security Guard is for the sole benefit and protection of SUSF and is not designed to provide protection for Facility User, its officers, members, employees, guests, or invitees. Furthermore, with reasonable prior notification and SUSF's consent, Facility User may engage an additional Security Guard for an *Event*.

1.10 This Agreement shall terminate upon the conclusion of the *Event* and the expiration of the *Move-Out Time*, except as otherwise provided in Section 14 hereof. Upon termination of this Agreement, Facility User shall have no right to enter or use any portion of The Valdry Center for Philanthropy.

2. METHOD OF PAYMENT AND DEPOSIT.

All payments shall be made via: (a) credit card(s), (b) wire transfers, (c) Cashier's Checks, (d) certified funds, or (e) Money Orders. **No personal checks shall be accepted.** A Deposit equal to fifty percent (50%) of the total of all expected charges shall be paid upon execution of this Facility Use Agreement. Final payment shall be due and paid ten (10) Business Days prior to the commencement of the *Event*. Any additional charges to the Facility User, such as fees resulting from usage in excess of the anticipated time period, shall be determined by SUSF in accordance with this Agreement. Any such additional charges shall be invoiced to Facility User by SUSF. Said additional charges shall be paid in full by Facility User to SUSF within five (5) Business Days after receipt of invoice from SUSF.

3. RESPONSIBILITY FOR PAYMENT OF CLAIMS AND INDEMNITY.

3.1 Facility User is responsible for the payment of any claims for damages related in any way to its use of The Valdry Center for Philanthropy, including loss of property, personal injury, death, or any other claims otherwise arising out of any act, omission, fault, or neglect of Facility User or its agents, officers, employees, contractors, and/or invitees.

3.2 Facility User agrees to indemnify, defend, and hold SUSF, its agents, officers, employees, and Board members harmless from any and all suits, claims, demands, damages, injuries, or deaths of any person(s) or property arising in whole or in part out of the use or occupancy of The Valdry Center for Philanthropy's facilities or premises by Facility User, or its agents, officers, employees, contractors, and/or invitees.

4. COOPERATION WITH OTHER USERS.

Facility User understands that The Valdry Center for Philanthropy and the related premises are available for use by The Valdry Center for Philanthropy, SUSF, Southern University, and its designees. Facility User agrees to cooperate in good faith with the management and employees of SUSF, and with those persons using any other SUSF premises and facilities, especially during periods of ingress and egress, in order to facilitate mutual use of The Valdry Center for Philanthropy and/or other SUSF premises and facilities. SUSF reserves the right to decline to enter into a Facilities Use Agreement in any instance in which, in its sole opinion, SUSF determines that the proposed use does not meet The Valdry Center for Philanthropy's Programming Model.

5. CONTROL OF FACILITIES.

5.1 SUSF reserves the right to control the management and/or operation of The Valdry Center for Philanthropy and/or other SUSF premises and facilities, and to enforce all necessary and proper rules for the management and operation of the same, whether specifically enumerated herein or not.

5.2 SUSF reserves for its employees and designees the right to enter any part of The Valdry Center for Philanthropy and/or other SUSF premises or facilities at any time and on any occasion for any reason.

6. OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS.

Facility User and its agents, officers, invitees, contractors, and employees shall observe and comply with all laws, ordinances, and regulations adopted or established by the United States, State of Louisiana, Parish of East Baton Rouge, and City of Baton Rouge, and with all policies, rules, regulations of The Valdry Center for Philanthropy (which policies, rules and regulations may be revised by SUSF at any time at its sole discretion), SUSF, Southern University, and/or the Board of Supervisors of Southern University and Agricultural and Mechanical College, and with all rules and regulations of the City of Baton Rouge's Department of Health, Safety and Permits. Facility User shall obtain, at its own expense, all licenses, permits, union and trade organization clearances, or other pre-requisites mandated by any public body or by contract for use of The Valdry Center for Philanthropy and/or any other SUSF facilities.

7. ADVERTISING AND PRINTING.

Facility User further agrees that no advertising or promotion of Facility User’s use of The Valdry Center for Philanthropy will be made without SUSF's express, prior, written approval of the content, form, and placement of the advertisement or promotion. SUSF must have approved specifically, in writing, the use of its name(s) mark(s) and/or logo(s). Facility User agrees that all types of information, advertisements, and promotions referencing the *Event* will be truthful and accurate. All printed materials, including invitations, must refer to The Valdry Center for Philanthropy in the following manner:

The Valdry Center for Philanthropy
at Southern University
598 Harding Boulevard
Baton Rouge, Louisiana 70807

The following clause may be added to the address at Facility User's discretion:

8. SIGNS, DECORATIONS, AND RECOGNITION OF SPONSORS.

Facility User will neither post nor erect any decorations, signs, advertisements, sponsor recognition, or posters of any kind or description at the facilities or on the premises of The Valdry Center for Philanthropy and/or other SUSF facilities or property, unless express, prior, written approval has been obtained from SUSF.

9. COPYRIGHTS, TRADEMARKS, PATENTS, AND ENDORSEMENTS.

Facility User agrees that it shall neither state nor imply, directly or indirectly, that Facility User or its activities, other than as stated in this Agreement, are supported, endorsed, or sponsored by The Valdry Center for Philanthropy, or SUSF, and upon the direction of SUSF, shall issue express, written disclaimers to that effect. Facility User shall not use the name of The Valdry Center for Philanthropy, or SUSF, or any other words or images of The Valdry Center for Philanthropy, or SUSF, without the prior written approval of SUSF.

10. DEFACEMENT OR DAMAGE.

10.1 Facility User agrees not to damage, mar, or in any manner deface The Valdry Center for Philanthropy and/or SUSF facilities, premises, or any property or equipment thereon or therein, and shall neither cause nor permit anything to be done whereby the said facilities, premises, property, or equipment shall be in any manner injured, damaged, marred, or defaced. Furthermore, Facility User shall neither make nor allow to be made any alteration of any kind therein without express, written permission of SUSF. Damage to any facilities, premises, property, or equipment caused in whole or in part by Facility User, or its agents, officers, employees, contractors, or invitees shall be the sole liability of the Facility User, and Facilities User shall pay all costs to repair or replace any such facilities, premises, property, or equipment.

10.2 Facility User shall pay SUSF for all costs and expenses associated with disposal of any waste or products generated or used on or about the premises and facilities of The Valdry Center for Philanthropy and/or SUSF, including but not limited to the disposal, handling, transportation, and storage of any hazardous or toxic substance.

11. LOSS OF USE OF BUILDING OR SERVICES.

11.1 Should the facilities covered by this Agreement or any part thereof be destroyed or damaged by fire, flood, or by any other cause or casualty, riot, civil disturbance, strike, act of God, or exercise of police power, or other unforeseen occurrence, the fulfillment of this Agreement by SUSF shall be rendered impracticable, and SUSF shall not in any way be liable or responsible to the Facility User for any damage or loss caused thereby. If, because of an emergency, such as, but not limited to, an air raid, an air raid warning, a curfew, a riot, civil disorder, an act or threat of terrorism, or a proclaimed state of emergency, any *Event* scheduled or in progress is canceled or terminated, SUSF shall not be liable or responsible to the Facility User for any loss or damage caused thereby.

11.2 Should SUSF have to cancel the *Event* because of conditions beyond the control of SUSF, including but not limited to war, terrorist attack, riot, insurrection, vandalism, disturbance, fire, flood, earthquake, accident, storm, loss of the right to use rights-of-way or utility poles and/or conduit, act of God or Government, or any other cause beyond the control of SUSF (herein a "*Force Majeure Event*") such failure shall not constitute a breach of this Agreement nor shall SUSF be liable, under any circumstances, for loss of, or injury to, property or persons through or in connection with or incidental to such failure or for any interruption to Facility User's business, however occurring. In the event of the cancellation of an *Event* due to a Force Majeure Event, the Deposit shall be refunded to Facility User.

12. DEFAULT BY FACILITY USER.

12.1 In the event that Facility User should default in the performance of any of the covenants contained in this Agreement or in the event that Facility User should dissolve, cease doing business as a going concern, or become insolvent or bankrupt, SUSF shall have the option to terminate this Agreement and all of the Facility User's rights hereunder, and in the event of any such default, dissolution, cessation, insolvency, bankruptcy or termination, SUSF may seek any or all available remedies.

12.2 Any misrepresentation or deviation regarding the *Event* by Facility User or other person acting through or on behalf of Facility User shall be sufficient grounds for immediate termination of this Agreement by SUSF, without liability to SUSF, without obligation of SUSF to refund any sums paid by Facility User, and without loss of any rights of SUSF against Facility User. In the event of such misrepresentation or violation of any other provisions of this Agreement, SUSF, its agents or employees, shall further have the right (i) to terminate the *Event*, and/or refuse to allow the Facility User to enter The Valdry Center for Philanthropy or any other SUSF facilities and/or premises, or (ii) if the *Event* has begun, to cause the ceasing of the *Event* and the removal of Facility User from the premises. Facility User shall pay SUSF for all related expenses including any attorneys' fees incurred by SUSF therefor.

13. RESPONSIBILITY FOR PERSONAL PROPERTY.

Immediately upon the conclusion of the *Event* or termination of this Agreement, Facility User shall remove from The Valdry Center for Philanthropy or any other SUSF facilities and premises all property belonging to the Facility User and all property brought in or placed on the premises by the Facility User, its agents, officers, employees, contractors, or invitees. If the Facility User fails to remove any and all such property, SUSF shall have the right to cause the removal and storage of any such property at Facility User's sole risk and expense, but nothing herein shall in any way constitute SUSF as a bailee of any such property whether owned by Facility User or any other person. SUSF shall not be responsible for damage to equipment or property left by Facility User. If, after written notice, Facility User does not retrieve and remove its equipment or property within ten (10) days after receipt of written notice, SUSF may dispose of same without further notice.

14. PROVISIONS NOT EXTINGUISHED BY TERMINATION.

Although this Agreement shall be terminated on the time and date as provided in Section 1. hereof, Sections 2., 3., 6., 7., 8., 9., 10., 11., 12., 13., 14., 15., 16., 17., 18., 19., 20., and 21. shall **NOT** be extinguished by termination.

15. ASSIGNMENT.

This Agreement confers upon Facility User a limited, non-exclusive right to use the portion of The Valdry Center for Philanthropy, and/or premises and facilities of SUSF designated herein solely for the purpose herein stated and for no other purpose, and this right is conferred only for the time period set forth herein, which right is personal to Facility User and may not be encumbered, transferred, or assigned in any manner by Facility User.

16. WAIVERS.

The waiver of one (1) or more terms or conditions of this Agreement shall not be deemed a modification or waiver of any other provisions of this Agreement. No waiver shall be effective or binding upon SUSF, unless it is in writing duly executed by SUSF by an authorized representative and Facility User and it is designated as an amendment to this Agreement.

17. ADDENDA.

If need be determined, addenda may be attached to this Agreement. If so, the addenda shall be designated as additions to this Agreement, executed accordingly by the parties hereto and shall constitute part of this Agreement. If any addendum intends to modify or contradict a section of this Agreement, it shall expressly so state. Otherwise, it will be interpreted as subservient and governed by what is contained in this Agreement.

18. CONTAMINATION AND POLLUTION.

Facility User and its employees, officers, contractors, agents, and invitees shall use their best efforts to keep the premises and facilities of The Valdry Center for Philanthropy and/or SUSF's property clean and free from any and all rubbish, contamination, and pollution, whether resulting from any overflow, discharge, spill, or other release. Facility User agrees to notify SUSF immediately if it becomes aware of the existence of the potential of any contamination or pollution on or about The Valdry Center for Philanthropy or any other SUSF facilities or property, including, but not limited to, notice of any and all overfills, spills, discharges, or other releases of petroleum products or other hazardous or toxic substances on or about The Valdry Center for Philanthropy or any property of SUSF irrespective of the cause of such release.

Facility User and its employees, officers, agents, contractors, and invitees shall conform to any and all federal, state, and local laws or ordinances concerning the storage, handling, transportation, sale, or distribution of petroleum products and any and all other hazardous or toxic substances, and shall use its best efforts to cause its employees, officers, agents, contractors, and invitees to conform thereto.

19. INSURANCE.

Facility User shall provide, at its sole expense, insurance coverage for its property, employees, and activities and for property of SUSF used by Facility User at no less than the types and amounts set forth in **Exhibit "A"** hereto, shall name SUSF as additional insured for purposes of the *Event* and shall provide SUSF with written proof of coverage at the time of final payment.

20. CHOICE OF LAW.

Any suit or claim that relates to this Agreement or the rights, responsibilities, and covenants contained herein shall be governed by the laws of the State of Louisiana. The venue for any such suit or claim shall be East Baton Rouge Parish.

21. ATTORNEYS' FEES.

Facility User shall pay all reasonable attorneys' fees and expenses of any attorney engaged by SUSF to enforce any term, condition, covenant, or provision of this Agreement.

22. PARKING.

The maximum number of parking spaces available for an *Event* occurring between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays is twenty (20) spaces. The maximum number of parking spaces available at The Valdry Center for Philanthropy at all other times is _____. If the *Event* requires more parking spaces than provided at The Valdry Center for Philanthropy as set forth herein, Facility User must coordinate additional parking spaces through the SUSF Staff Contacts set forth in Section 25 below.

23. MINIMUM AGE.

If Facility User is an individual, Facility User certifies that he/she is twenty-five (25) years of age or older and, upon request, shall provide to SUSF proof of age.

24. CATERERS.

24.1 Facility User acknowledges that, should it desire to cater or provide refreshments for its *Event* from a third party, it may only utilize one or more of the following four caterers:

- A. Aramark
Phone: 225-771-2363

- B. Chicken Shack
Phone: 225-921-4343

- C. La Madeleine's
Phone: 225-927-6072

- D. Mansur's On The Boulevard
Phone: 225-923-3366

24.2 No refreshments are complementary. All refreshments **must** be ordered through one of the above-listed three (3) caterers. Special items such as wedding or birthday cakes may be bought from a source other than the above-listed three (3) caterers, but the chosen caterer shall facilitate the ordering and delivery of the specialty item on your behalf.

25. CONTACT PERSONS.

The contact persons with SUSF/The Valdry Center for Philanthropy for all matters relating to this Facility User Agreement are as follows:

Danielle Honore'
Phone: 225-771-3911
Email: Danelle@SUTrueBlue.org
Text:225-305-0613

Joycelyn Lewis
Phone: 225-771-3911
Email: Jocelyn@SUTrueBlue.org
Text: 225-301-7095

All questions, comments, arrangements, concerns, or other issues, should be addressed to one of the above two (2) individuals.

[Remainder of page intentionally left blank.]

[Signature Page to Southern University System Foundation Facility User Agreement]

THUS DONE AND SIGNED on this _____ day of _____, 20____,
by _____, on behalf of _____,
_____, Facility User.

WITNESSES:

FACILITY USER

Signature
Printed Name: _____

By: _____

Printed Name: _____

Phone: _____

Address: _____

Signature
Printed Name: _____

Email: _____

Text: _____

ACCEPTED on this _____ day of _____, 20____, by _____,
_____, on behalf of SUSF.

WITNESSES:

**SOUTHERN UNIVERSITY SYSTEM
FOUNDATION**

Signature
Printed Name: _____

By: _____

Title: Alfred E. Harrell, III, CEO

Date: _____

Signature
Printed Name: _____

Exhibit "A"
Insurance Requirements

1. Facility User shall provide the following insurance coverage with Louisiana Authorized Insurers with respect to Facility User's use of space in The Valdry Center For Philanthropy.
2. Comprehensive general liability insurance including personal injury liability coverage with a minimum of \$2,000,000.00 with the ability to obtain a special event endorsement for any special event. The said comprehensive general liability shall also provide coverage for any building damage, structural damage and/or content damage to The Valdry Center for Philanthropy.
3. Worker's compensation statutory limits (required for legal entities only, not required for individual Facility Users.)
4. SUSF shall be named as an additional insured with respect to all required policies and any special event endorsements.
5. A special event endorsement shall be required with respect to the following events:
 - a. Reunions;
 - b. Holiday celebrations;
 - c. Graduation/anniversary/birthday parties; and
 - d. Rehearsal dinners/wedding ceremonies/wedding receptions
6. Certificates of Insurance reflecting the above shall be delivered to SUSF no later than ten (10) Business Days prior to the Event.