

**MOUNT MARY COLLEGE  
FACILITY USE AGREEMENT AND RELEASE**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between MOUNT MARY COLLEGE, ("COLLEGE") and \_\_\_\_\_ ("USER"), whose principal place of business is \_\_\_\_\_, Telephone: \_\_\_\_\_.

Whereas COLLEGE owns and operates, or lawfully controls, the facility ("FACILITY") described below, and USER desires to use said FACILITY, COLLEGE agrees to make said FACILITY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other.

**Group/Individual Using Facilities:** \_\_\_\_\_

**Person(s) Responsible:** \_\_\_\_\_

**Facility/Room Required:** \_\_\_\_\_

**Dates and Times:** \_\_\_\_\_

**Fee:** \_\_\_\_\_

USER agrees to take reasonable care of FACILITY. If any damage is done to the property resulting directly or indirectly from USER'S use of facility, USER will be held responsible.

USER hereby accepts full responsibility for the use of FACILITY and the equipment in FACILITY, and will indemnify COLLEGE and hold it harmless from any claim or liability that is not attributable to the fault, neglect or other legal responsibility of COLLEGE.

It is understood by USER that the application and the terms and conditions attached hereon are made part of this agreement.

This agreement is non-transferable and is made only for the exclusive use of USER.

**TERMINATION** - COLLEGE may terminate this agreement at any time at its discretion. If COLLEGE terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or COLLEGE policies, USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by COLLEGE shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by COLLEGE.

**CANCELLATION POLICY:**

**\$150 (\$200 for dining rooms) non-refundable deposit (or full rental fee if total bill is equal to or less than \$150) must accompany this contract. If event is cancelled ten (10) or fewer days before the event date, total amount will be charged.**

**TERMS AND CONDITIONS:**

**By signing this agreement, USER agrees to have received and to comply with COLLEGE'S *Facility Usage Terms and Conditions* attached and made part of this agreement. USER agrees to use FACILITY for the purpose stated in the *Facility Usage Application*.**

**AUTHORIZED SIGNATORIES:**

**For Mount Mary College**

**For User**

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_