

COLLEGE OF SOUTHERN NEVADA TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS AND REGULATIONS:** User will comply with all laws, ordinances, regulations and executive orders, including all tax and license regulations of federal, state and local governmental agencies or bodies, as well as all College and Facility rules, regulations and applicable policies.
2. **CONTROL OF PREMISES:** It is understood that through this agreement the College does not relinquish its right to control the management of the Facility and to enforce all necessary laws and regulations described above.
3. **INDEMNITY:** User shall indemnify, defend, and hold harmless the College, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by User or any of its officers or employees, which may occur during or which may arise out of the use of this facility including, without limitation any exposure to the coronavirus or other pathogen. The defense and indemnity obligations under this paragraph shall apply regardless of the college or any other person or entity's active or passive negligence.
4. **PUBLIC HEALTH AND SAFETY:** User agrees to conduct its activities with full regard to public health and safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for ensuring public health and/or public safety.
5. **STAFFING:** College will secure, and User will pay, at the rates in effect at the time of the event, all necessary staffing, including security guards. The College retains the right to determine the appropriate number of staff and security personnel necessary to serve and protect the public.
6. **COPYRIGHTS:** User will assume all costs arising from the use of patented, trademarked, franchised or copyrighted material used on or incorporated in the event. User agrees to indemnify, defend and hold harmless the College from any claims or costs, including legal fees, which might arise from question of use of any such material.
7. **BROADCAST AND RECORDING RIGHTS:** The College reserves all rights and privileges or outgoing television and radio broadcasts originating in the Facility and for recordings, either audio or visual, made in the Facility and intended for public distribution. These rights may be granted to the User only in the Broadcast & Recording Permit. The College may require payment for these rights in addition to the rental fee.
8. **DEFAULT:** Should the User default in the performance of any of the terms of this agreement, the College may terminate the same. User shall be liable for the full amount of the rent provided for herein, less rent received from others for use of the facility at the time specified in this agreement. Any deposit made by user shall be retained by the College and considered liquidated damages.
9. **ASSIGNMENT:** User agrees not to assign, transfer, and sublet or to otherwise dispose of this agreement or its rights to use the Facility to any person or company without the previous written consent of the College.
10. **CANCELLATION BY USER:** Should User cancel the event covered under this agreement, no deposit refund shall be made, and User agrees to also pay any reimbursable expenses incurred by the College in connection with the event covered by this agreement.
11. **CANCELLATION BY THE COLLEGE:** The College reserves the right to terminate this agreement for good cause (which does not include subsequent scheduling of a more preferred event). Should

the College exercise said right to terminate this agreement, User agrees to forego any and all claims against the College and further agrees to waive any and all rights of this agreement and User shall have no recourse of any kind against the College.

12. **RETENTION OF PRIVILEGES:** The waiver or failure of the College to insist upon strict or prompt performance of this agreement shall not constitute or be construed as a waiver or relinquishment of the College's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the User.
13. **DEFACEMENT OF FACILITY:** User shall not injure, mar, damage nor in any manner deface the Facility or any equipment contained therein and will not make nor allow to be made any alterations of any kind to the Facility or equipment contained therein. In the event of defacement or changes, the user will bear all costs.
14. **REMOVAL OF PROPERTY:** User agrees that all materials pertinent to the event, which are not the possession of the College, will be removed from the premises before the expiration of this agreement. Failure to do so will mean that the User's effects are abandoned and may be disposed of by the College at the User's expense.
15. **EVACUATION OF FACILITY:** Should it become necessary in the judgment of the College to evacuate the Facility because of a bomb threat or for other reasons of public safety, the User will retain the use of the Facility for sufficient time to complete presentation of the event without additional rental charge by CSN for use of the Facility, provided such time does not interfere with another Facility user. If it is not possible to complete presentation of the event, rental shall be forfeited, prorated or adjusted at the discretion of the College based on the situation and the user waives any claim for damages against and/or compensation from the College.
16. **CHILD PROTECTION POLICY:** If User is using the facility for a program or activity for children, or if under the User's direction children are being brought to the facility to watch a performance, User must review and implement the NSHE and College Child Protections policies.
17. **INTERRUPTION OR TERMINATION OF PERFORMANCE:** The College shall retain the right to cause the interruption or termination of any performance when, in the sole judgment of the College, such action is necessary in the interest of public safety.
18. **UNAVOIDABLE HAPPENING:** If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike or other occurrence, which renders impossible the fulfillment of the terms of this agreement, the User shall have no right to claim for damages against the College.
19. **ACT CONTRACT:** The User certifies that it has a valid, properly executed and compatible contract with the performers whose services form the basis for its desire to rent the Facility. The User shall submit to the College upon demand a copy of said contract.
20. **PERFORMANCE APPROVAL:** Within the guarantee of First Amendment rights, the College retains approval right over performance, exhibition or entertainment to be offered under this agreement, and User agrees that no such activity or part thereof shall be given or held if the College objects on the grounds of character, offense to public morals, failure to uphold advertising claims or violations of content restrictions agreed to by both parties at the time of execution of this agreement.
21. **ADVERTISING:** The User agrees that all advertising of the event will be honest and true and will include accurate information. The User will identify the Facility as the campus on which the event is being held, and that the Facility is located on the campus of "The College of Southern Nevada,"

which may be abbreviated as "CSN." No advertising or publicity may state or imply that the College sponsors or is responsible for the User's activities during the period of use. The CSN logo is not allowed to be used for any marketing or promotional materials without prior written permission of the College. It is also prohibited for any User to intimate or advertise that CSN is sponsoring or affiliated with any externally presented class or activity.

22. **SEATING CAPACITY:** The User will not permit to be sold or distributed tickets or passes in excess of the seating capacity of the Facility as determined by the College.
26. **CONCESSIONS:** The College reserves unto itself or its assigned agents the sole right to sell or dispense food and beverages. No free samples of food, beverage or any product may be given away or otherwise distributed without the prior approval of the College. Alcohol may only be provided or consumed with the prior approval of the CSN President.
27. **LOST ARTICLES:** The College shall have the sole right to collect and have custody of articles left in the Facility by persons attending any event in the Facility.
28. **THEFT:** The College shall not be responsible for losses by User, its agents or employees or ticket holders due to theft or disappearance of equipment or other personal property.
29. **OBJECTIONABLE PERSONS:** The College reserves the right to eject from the Facility any person or persons whose behavior is deemed objectionable and neither the College nor its employees shall be liable to User for any damages that may be sustained through the exercise of such right.
30. **WEAPONS:** As noted in the NSHE Board of Regents Handbook Title 4, Chapter 1, Section 31, Nevada law prohibits the possession of certain weapons, including firearms, on NSHE property. This prohibition applies to persons with concealed carry permits and also covers firearms stored in vehicles.
31. **MARIJUANA:** NSHE Board of Regents Handbook Title 4, Chapter 1, Section 32 prohibits the use, possession, or cultivation of marijuana, including for medical purposes, on any NSHE or NSHE foundation owned or leased property, or at any NSHE sponsored or authorized activity.
32. **ANIMALS PROHIBITED:** The User shall not bring or permit to be brought any animals or birds, including animal performers and pets, into the Facility. Service Animals are permitted pursuant to ADA regulations and in compliance with the College's Animals on Campus policy.
33. **SETTLEMENT:** Final payment is due from User per contract. When a refund is due the User from deposit or payment, a check or credit for the amount will be issued by the College Business Office.
34. **LOCATION CHANGES:** The College reserves the right to make any last-minute changes to the assigned room(s) due to College functions. Should the College exercise said right to make changes, User agrees to forego any and all claims against the College and will have no recourse of any kind against the college.
35. **CONFLICTS OF INTEREST:** The College has the right to disallow any User access to College facilities or spaces, if the College deems that use a conflict with courses, classes or training offered by the College. Also, no space may be used that includes the offer of CEUs awarded by another institution.

I have read and agree to abide by all the above conditions. Initial _____