



**WONSOOK KIM**  
**COLLEGE OF FINE ARTS**  
*Illinois State University*

Center for the Performing Arts

**CENTER FOR THE PERFORMING ARTS FACILITY USE AGREEMENT FOR PUBLIC AND NONPROFIT CLIENTS**

Client:	
Space Requested:	
Dates(s):	
Time(s):	
Event Description:	

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of its Center for the Performing Arts (“Venue”), shall commence and expire on the above stated date(s) and times. The parties agree to the following terms and conditions.

University regulations, rates, and policies are subject to changes and additions. Such changes and additions shall be officially posted on the [Center for the Performing Arts Rental Rate Sheet](#) and shall constitute actual notice to the Client. Rates are typically reviewed and increased yearly and such changes and additions shall become part of the Agreement.

**I. CLIENT TYPE AND AUTHORIZED USER INFORMATION**

The Venue will have sole discretion to determine the client type. The Client is bound by the procedures and rates as outlined by the client type.

Any persons designated as authorized users above can request services for this event(s) in the name of the Client. As the Client, and by providing all authorized users’ names, the Client is agreeing to pay for any services requested by the Client and/or authorized users associated with the Client’s event(s).

If any of the Client’s contact or authorized user information changes or any details of an event change, the Client must contact the CPA Coordinator by email or phone at 309-438-3586.

Rates are different for Public and Nonprofit clients.

1. Public clients do not fall within any other designated client type.
2. Nonprofit clients must provide proof of nonprofit status and provide payment from an organizational account.
3. Tax-exempt organizations must provide proof of tax-exempt status when booking an event.

## **II. EVENT DETAILS**

Please review the detailed information outlined above to assure that this accurately reflects the event's requirements. The Venue reserves the right to adjust space(s) based on space utilization and availability. Every effort will be made to notify the Client in advance and to accommodate the Client in alternate location(s) on campus.

The Client needs to provide preliminary details of their event(s) needs (i.e. room layout, estimated attendance, stage requirements, equipment needs, and/or any special needs) no later than 15 business days prior to the event. Major events, as defined by the Venue, and all conferences must provide preliminary details 30 business days prior to the event. Final details must be provided five business days prior to an event. The Venue will do its best to accommodate requests made less than five business days prior to an event but under some circumstances may not be able to fulfill the Client's request and will notify the Client if the request cannot be accommodated.

## **III. CATERING**

All catering within the Venue must follow University Policy found at <https://policy.illinoistate.edu/health-safety/Policy/5-3-11> or approved by the CPA Coordinator. Any group that brings unapproved food or beverage will be asked to remove the item(s) immediately. University and State of Illinois Health Code policy and liquor licensing regulations prohibit the removal of catered food or beverage from any event.

1. Venue recommends all catering to be contracted through Illinois State University Event Services and Catering.
2. Venue must be notified of final catering plans five business days prior to event.
3. With the exception of bottled water, all food and beverages are strictly prohibited inside the CPA Concert Hall and Theatre. All catering must remain in the Lobby.

## **IV. FINALIZING EVENT**

The Client must meet all requirements by the deadline specified, including, but not limited to, any Event Review Committee requirements, providing any required documentation (i.e. insurance documents for outside entities, signed Agreement), and/or providing applicable payments. If all requirements are not met the event may be cancelled or postponed.

If less than five business days before an event, equipment services, room charges, catering services, and labor are reduced or cancelled, the Client is responsible for 100 percent of the charges before the reduction or cancellation of services. Due to limited resources, requests or changes to an event may not always be accommodated. When they can be accommodated, late requests may incur additional fees.

## **V. PAYMENT**

Events charging less than \$5 must be paid in full five business days before the event. Events charging \$5 or more will be sent a final invoice after the event within five business days. Client must pay in full within 30 days of the invoice date. All payments made to the Venue are non-

refundable. Public Clients can pay by check or credit card. Nonprofit organizations can pay by organizational check or credit card. Taxes will be charged unless tax-exempt status is provided before any payment is made. Checks should be made payable to Center for the Performing Arts and mailed to Center for the Performing Arts, Campus Box 5600, Normal, IL 61790-5600 or dropped off at the CPA Box Office located at the CPA. Credit card payments can be processed by calling 309-438-3586 or in person at the CPA Box Office. Please include the invoice number when making a payment.

If it becomes necessary for the University to take legal action to collect the Client's unpaid balance, the Client agrees and understands they will be responsible for all costs incurred by University related to such action, including, but not limited to, Not Sufficient Funds (NSF) charges, finance charges, attorney's fees, and any other associated costs.

## **VI. CHARGES**

### **A. TICKETING**

If a ticket price exceeds \$5.00, Ticketmaster guidelines must be followed. The Client must contact the CPA Coordinator for assistance at least 30 business days prior to the desired on-sale date. No other ticketing systems are allowed. Rates are available on the the [Center for the Performing Arts Rental Rate Sheet](#).

### **B. DAMAGE CHARGES**

The University shall use its best efforts to furnish, at its expense, reasonable temperature control, water, lights and electric power for ordinary use only, unless requested in writing by the Client and agreed to before the Event. Promptly after the final presentation of the Event, Client shall clear and leave the Venue in a condition equal to or better than the condition it was in when the Client first entered it.

Client shall pay the University for any damages, maintenance, repairs or replacement, other than normal wear and tear, resulting from or made necessary by the occupancy of Client or its representatives, agents, cast members, workers, employees, independent contractors or invitees.

No nails or screws shall be directly inserted into stage floor. Any set pieces effacing the floor will result in a damage fee to be determined by ISU Facilities and billed to Client.

### **C. LABOR CHARGES**

Additional charges for the event may be incurred by the Client if the University or Venue determines more personnel or equipment is required for the event. This includes, but is not limited to, ticketing, front of house, security, EMT, facilities, safety personnel, or as the result of a risk assessment.

All labor charges will be incurred by the Client in 30 minute increments. If the event ends early, labor will be charged for the event's scheduled time.

If, on the day of the event, the Client requests a room set-up that is different than the one originally agreed upon, they will be billed per labor hour to re-set the room. Rates are available on the [Center for the Performing Arts Rental Rate Sheet](#).

## **VII. VENUE SERVICES AND REQUIREMENTS**

### **A. A/V SERVICES**

The Venue has a limited range of A/V and production equipment and services available for rental, depending on the space requested. Rates are available on the [Center for the Performing Arts Rental Rate Sheet](#).

### **B. SHIPPING AND STORAGE**

The Venue strongly discourages shipping items to the Venue's facilities. If a shipment is necessary, the Client must contact their event planner for approval and instructions. The Venue cannot accept responsibility for any damaged or lost items.

All items including, but not limited to, props, displays, risers, instruments, etc., must be brought in and removed within the contracted time by the Client, unless previous arrangements have been made with their event planner. The Client will be billed for any and all charges associated with the removal and disposal of items left behind following the Client's event(s).

### **C. DECORATIONS AND ACTIVITIES**

Stapling, pinning, taping, or affixing decorations to any surface is not allowed. This includes, but is not limited to, posters or banners on the CPA Lobby walls or windows.

Smoke machines or other items producing smoke or haze by any method are only allowed in the CPA Theatre and must be approved at least 30 business days prior to the event. If approval is given, the Client must follow specific guidelines provided by the Venue and will be charged for any associated costs.

Any damage or excessive cleanup needed on walls, floors, decorations, windows, tables, or other surfaces or furnishings due to decorations, signage, or activities will be corrected at the expense of the Client.

### **D. ROOM USE AND SAFETY**

In order to keep guests and staff safe during an event, the Client and the Client's guests must follow the rules listed below.

1. The number of guests in a room must not exceed the room's capacity.
2. All aisles/areas leading to exit doors must be kept clear and unobstructed guests and tables. All tables in the CPA Lobby must remain in their assigned locations unless approved by the CPA Coordinator.
3. Exit doors must not be fastened or obstructed to ensure that the doors can be readily opened.
4. No poster or banners can be hung on the CPA walls or windows without approval by the CPA Coordinator.

### **E. LICENSES AND ROYALTIES**

Client shall obtain all necessary licenses and pay all royalties, fees, fines, and/or penalties required to be paid by law or by any contractual arrangements with respect to the presentation of the Event. Client warrants and represents that all copyrighted materials to be presented at the University during the Event have been or will be duly licensed and authorized.

## **VIII. POLICIES, PROCEDURES AND GUIDELINES**

The Client agrees to follow all local, state, and federal law and regulations and abide by all University Policies and Procedures, some of which are outlined below. Violation of these or any other University policies may result in suspension of reservation privileges for up to one academic year. Please refer to the University Policy & Procedures website at <https://policy.illinoisstate.edu> for more information.

### **A. UNIVERSITY FACILITY AND SPACE USE POLICY AND USE OF VENUE FACILITIES AND PUBLIC SPACES PROCEDURE**

The full procedures related to University Use of Facilities & Public Spaces Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/>.

### **B. ALCOHOL**

Public and nonprofit Clients are permitted to host events with alcohol in the CPA Lobby with proper approvals. The Client must have a signed agreement and approved Alcohol Addendum. All events serving alcohol must have the approval of the CPA Coordinator and must use Illinois State University Event Services and Catering and follow all assigned guidelines. Events where alcohol is served must include a minimum dollar amount per person of heavy hors d'oeuvres or a catered meal per the Venue's rates as found on the menus. Please refer to the Illinois State University Alcohol Policy at <https://policy.illinoisstate.edu/health-safety/5-1-20.shtml> for more details. All alcohol and associated food costs must be coordinated directly with Events Services and Catering and all final information given to CPA Coordinator five days prior to event.

The Venue's and Event Services and Catering's staff members have the right and obligation to refuse to provide alcohol to any individual who cannot provide appropriate identification showing they are 21 years of age or older, who is behaving in a threatening, inappropriate, or abusive manner, or who is intoxicated.

### **C. PROTECTION OF MINORS POLICY**

Illinois State University is committed to ensuring a safe and secure environment when University faculty, staff, and students have Direct Contact with minors. The purpose of the Protection of Minors Policy is to ensure that minors are provided appropriate treatment and protections when participating in programs and/or activities being held on property owned or controlled by Illinois State University, or when agents/representatives of the University including but not limited to employees, students and/or volunteers have direct contact with minors. If the event involves Direct Contact with minors, the Client must also complete and submit the Protection of Minors Space Reservation Form at <https://ehs.illinoisstate.edu/downloads/Outside%20Group%20Protection%20of%20Minors%20Space%20Requirements.pdf> for approval.

#### **D. SALES**

The Venue must approve the sale of all merchandise. All sales efforts must be consistent with state, local, and University regulations, including payment of any taxes or licensing fees, commonly accepted standards of decency, and must not present any potential danger to the consumer or to the University community. The Venue will not be held liable in any way for the suitability, authenticity, quality, or safety of merchandise sold. Sales for promotional merchandise may be subject to commission.

Merchandise sales must be approved by the CPA Coordinator at the time of reservation.

Merchandise sales and promotional items involving the following are not allowed, including but not limited to:

1. Credit card companies, selling of alcohol or tobacco products, and gambling
2. Direct sales by off-campus groups for any services or products
3. Selling food or beverages

#### **E. LICENSED MEDIA, GAMES, AND MOVIES**

Most media, games, and movies are licensed for private or home use only. As a public venue, the Venue's facilities are restricted from making available rooms, spaces, and equipment for activities that involve illegal use of media, games, movies, etc. The Client who wishes to use games, media, movies, etc. must show proper authorization and licensing before reservations are accepted. The Client's event planner can provide more information.

#### **F. SMOKE AND TOBACCO-FREE CAMPUS POLICY**

The University is a smoke-free, tobacco-free campus. State law prohibits smoking, vaping, and the use of tobacco on campus property. Campus property includes buildings, grounds, and parking lots. Please refer to the Illinois State University Smoke and Tobacco-Free Campus Policy at <https://policy.illinoisstate.edu/health-safety/5-1-7.shtml>.

#### **G. WEAPONS AND FIREARMS-FREE POLICY**

All persons are prohibited from possessing any weapon or firearm on the property of the University except as provided in the Illinois State University Concealed Carry and Prohibited Weapons Policy at <https://policy.illinoisstate.edu/health-safety/general/5.1.1Concealed%20Carry.shtml>.

#### **H. ANIMALS**

Public health laws prohibit animals from food service establishments except for service animals. Please refer to the Illinois State University Dogs, Cats, and Other Animals Policy at <https://policy.illinoisstate.edu/health-safety/5-1-9.shtml> and the Student Access and Accommodation Services Policies & Procedures at <https://studentaccess.illinoisstate.edu/policies/>.

## **IX. CANCELLATIONS AND NO-SHOWS**

### **A. WRITTEN NOTICE**

The Venue can lose substantial revenue upon the unexpected cancellation or no-show of an event. The amount lost in these circumstances are often difficult or impossible to determine. Written notice of cancellation by either email or letter must be received by the Venue. The date that this notification is received by this office will be considered the cancellation date. If a client cancels an event, all deposits or advance payments made to the Venue are non-refundable. The Client can refer to their Agreement to determine what is owed to the Venue if they cancel an event. The following rules apply:

1. If cancelling a ticketed event in the CPA, and the ticket sales have already begun, the Client will be billed a cancellation fee of \$1,000 in addition to \$0.30 per ticket sold.
2. If cancelling more than six months before the event, no additional cancellation fees are due except Client will be charged 100% for any specialty items ordered for the event.
3. If cancelling between six business days and six months before the event, 50 percent of the total equipment and room charges are due in addition to 100 percent of any specialty items ordered for the event.
4. If cancelling five business days before the event or if the client fails to show up for an event, 100 percent of the total equipment and room charges are due.

### **B. FORCE MAJEURE**

The Venue in its sole discretion reserves the right to cancel an event. No claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of the Venue, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware services) (“a Force Majeure Event”). In the event of a Force Majeure Event, the Client will be responsible for payment of all nonrecoverable expenses incurred by the Venue prior to the date of the cancellation.

## **X. MISCELLANEOUS**

### **A. USE OF SPACE**

The Client may use the identified University Facility for the limited purpose of the event(s) for the date(s) of the event(s).

### **B. EFFECTIVE DATE**

This Agreement shall become effective upon signature of both parties and shall remain in effect through the specified date(s) of the event(s).

### **C. INSURANCE**

Depending upon the type of event and related activities, Client may be required to provide proof of appropriate insurance coverage and/or additional loss prevention measures according to the

procedures of the Event Review Committee. Evidence of insurance coverage must be provided to the CPA Coordinator no later than 10 business days prior to the event.

Event Review Committee has required the following insurance:

The Client, at its own expense, will carry and maintain in full force and effect during the term of this Agreement, and any subsequent renewals thereof, an “occurrence” policy of general liability insurance issued by an insurance company authorized to do business in the State of Illinois and insuring against claims for personal injuries, death and damage to properties that are in any way related to the presentation of the event, activities associated with the presentation of the event, or Client’s use and occupancy of the Venue under this agreement. The policy of insurance must provide coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and \$2,000,000 aggregate. The Client shall name the Board of Trustees of Illinois State University as an additional insured on such policy of insurance, and is required to furnish said certificate of liability insurance coverage to the Venue no later than 10 business days prior to an event. Failure to obtain a certificate of insurance will not constitute a waiver by the Venue of such insurance. Venue will notify Client in a timely manner if Client will be required to carry and maintain additional insurance for the event.

All vendors providing a service will also be required to provide proof of appropriate insurance coverage as required by University Risk Management. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the event.

#### **D. LIABILITY**

The Client shall indemnify and hold harmless the Board of Trustees of Illinois State University, its trustees, officers, agents and employees, from and against any and all suits, actions, proceedings, claims, demands, assessments, judgments, costs, losses, liabilities and recoveries for injuries or death to any person including guests and invitees of the Client and for damage to property arising from the Client’s use of the University Facilities. The Client shall defend against such suits, actions, proceedings, or claims provided, however, that such cause of action does not arise out of the direct negligence of the University or its agents.

#### **E. ASSUMPTION OF RISK**

The Client shall be responsible for the personal conduct, safety and welfare of its agents, cast members, employees, volunteers, independent contractors, and invitees. The Venue may, in its sole discretion, take whatever action it deems advisable with respect to such conduct. The Venue assumes no responsibility for any Client property brought into University Facilities by the Client and/or its invitees and the Client releases the Venue from all liabilities for any loss, theft, injury, or damage to such property that the Client may sustain.

#### **F. VENUE LIMITATION OF LIABILITY AND DAMAGES**

The Client agrees to clear and leave the University Facility in a condition equal to or better than the condition when the Client entered the premises. The Client also reimburses the Venue for the cost of any repair (other than normal wear and tear) to the facilities that arises out of or is in any way connected with the Client’s use of the facilities. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party. The Venue shall not be responsible for any consequential, incidental, indirect, special or punitive damages or for any lost profits, lost



revenues or costs of cover. These limitations apply regardless of the legal theory under which such liability is asserted and regardless of foreseeability. For other claims, the Venue's maximum liability will not exceed in the aggregate the total charges paid by the Client under the Agreement.

#### **G. FAILURE OF ENFORCEMENT AND SEVERANCE**

The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or either party's right to enforce the terms of the Agreement.

#### **H. ADVERTISING**

Client is responsible, at its expense, for any advertising and promotion of the Event. Client must submit all proposed advertising or promotion to the Venue and obtain the Venue's written approval before publication.

#### **I. BREACH**

Failure to comply with any of the requirements of the Venue or this Agreement shall constitute a material breach of this Agreement and shall entitle the Venue to cancel this Agreement. In the event of such cancellation, the Venue shall be entitled to any money deposited as well as the reimbursement for any expenses it incurred pertaining to the Agreement. A waiver by the Venue of any breach of these conditions or any other condition in this Agreement shall not be held to constitute a waiver of any other breach or failure on the part of the Client.

#### **J. UNIVERSITY POLICIES, COMPLIANCE, AND GOVERNING LAW**

This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois. The Client agrees to comply with all applicable government laws and regulations and agrees to comply with all policies, rules and regulations of Illinois State University (including but not limited to restrictions regarding smoking on premises, access to premises, and use and sale of alcohol on University premises).

#### **K. MODIFICATION AND AMENDMENT**

This Agreement (and all attachments thereto) shall constitute the entire Agreement between the parties. The Agreement may not be assigned by either party without prior written consent of the other party. The Agreement may not be modified by either party unless agreed by both parties in writing.

**L. NOTICES**

All notices from one party to the other must be in writing and must be delivered by hand, first class mail, or email to the following addresses:

Notices to the Venue shall be sent to:

Email: nebenso@ilstu.edu, CPA Coordinator

Mailing Address: Wonsook Kim College of Fine Arts  
Center for the Performing Arts  
Campus Box 5600  
Normal, IL 61790-5600

Notices to the Client shall be sent to:

Email:

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**M. AUTHORIZED SIGNATURES**

By signing this Agreement, the Client acknowledges and agrees that they are an authorized agent of the Client and that the Client will be held financially responsible and liable for all services incurred by Illinois State University for this Agreement. Further, the Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University and within the Venue as described in this Agreement and elsewhere. In addition, by signing below, the signer attests that they are the Client or an authorized agent of the Client.

**XI. ITEMS TO BE COMPLETED BY THE CLIENT**

**A. UNIVERSITY PROTECTION OF MINORS POLICY COMPLIANCE**

Outside Groups that use property owned or controlled by the University for events or activities are subject to requirements applicable to Outside Groups under the University Protection of Minors Policy.

**SECTION ONE: Outside Group determines if the event/activity includes Direct Contact with minors as defined in the University Protection of Minors Policy.**

Direct Contact occurs when individuals, on behalf of the Outside Group, have:

- Direct interaction, care, supervision, guidance, and/or control of minors at the event; or
- Access to minors where one-on-one contact with minor is possible at the event; or
- Authorized access to facilities/property for event/activity where minors are present at the event (e.g. issued a key or similar access); or
- Unchaperoned time in facilities/property where minors are present at the event.

Direct Contact does not occur if a *chaperone* is present. A *chaperone* must be a parent/guardian (or parental designee) of a minor or an Outside Group individual who has completed a background check and is present at all times during the event or activity. Each Outside Group determines how to appoint *chaperones* for their event.

Further information about Direct Contact can be found at <https://ehs.illinoisstate.edu/minors/outside-groups/>.

If you still have questions regarding if your event includes Direct Contact with minors, please visit [IllinoisState.edu/ProtectionofMinors](https://illinoisstate.edu/ProtectionofMinors) or call 309-438-8325.

<b>Does your Outside Group activity/event(s) include Direct Contact (as defined above) with minors?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
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**If answer is yes**, the Outside Group must complete section two and complete all required background checks for individuals that have Direct Contact with minors on behalf of the Outside Group at the Outside Group activity/event(s).

**If answer is no**, sign below. I agree to abide by all requirements of the University Protection of Minors Policy and certify the Outside Group activity/event(s) does not include Direct Contact with minors.

<b>Signature of Client</b>	<b>Date</b>

**SECTION TWO: Direct Contact activity/event background check requirements:**

Outside Group agrees to abide by all [University Protection of Minors Policy](#) requirements, including requirements to:

- Complete a background check for each employee and volunteer working at the event/activity that includes:
  - A search of a national criminal database that includes but is not limited to at least seven years of information, including felony, misdemeanor and other infraction information.
  - A name check of the national Sexual Offender Registry and a check of the Illinois Sex Offender Registry.
  - A check of the Murderer and Violent Offender Against Youth Registry.
- All other Outside Groups must agree to procure and maintain during the terms of the agreement, General Liability insurance in a minimum amount of \$1,000,000 per occurrence and name the Board of Trustees of Illinois State University as additional insured. Insurance coverage must have a B+:VI or better rating in the current edition of Best’s Key Rating Guide. Outside group shall evidence coverage by directing their Agent, Broker, or Insurer to send Certificate of Insurance (COI) to ISU Representative. COI shall specifically state that sexual molestation is not excluded from full coverage amount. Exceptions to the insurance limit requirements outlined may be approved by University Risk Management on a case by case basis. Please contact University Risk Management at 309-438-1900 with questions.
- To comply with the requirements of all applicable laws, including the Fair Credit Reporting Act, when completing a background check. The Outside Group agrees it shall not use the background check information for any other purpose, other than those purposes authorized by the Agreement;
- To release acquit and forever discharge Illinois State University, its Board of Trustees, officers, employees, agents and representatives from any and all claims may be incurred arising out of, or in any way connected to the Activity/Event.

University shall:

- Reserve the right to cancel the event and immediately terminate the Agreement without penalty to University for any violation of the Background Check Terms by the Outside Group.
- Not be responsible for damages to the Outside Group for delays, or costs increased/incurred due to the Outside Group’s failure to ensure completion of a required background check.

The Outside Group agrees and acknowledges all terms and conditions.

\_\_\_\_\_  
**Signature of Client**

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

## **XII. COVID-19 FACILITY USE REQUIREMENTS**

While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all university and facility specific recommended public health rules and precautions. In addition, all participants/attendees also agree to follow any applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois, and the Illinois Department of Public Health. The individual or organization reserving the space is responsible for making sure that all participants/attendees are aware of the outlined risks and requirements.

These public health rules and precautions may include but are not limited to:

- Follow all face covering requirements which can be found at <https://ehs.illinoisstate.edu/safety/face-coverings>.
- Observe appropriate physical distancing practices at all times and remain at least six (6) feet apart from others.
- Follow good hygiene guidance such as regular hand washing and avoiding touching one's face.
- Limit gathering over a certain number and only if participants/attendees can follow facility capacity and all university and other public health guidelines at the time of the event.
- Observe any additional guidelines that may be posted or communicated at a university facility or website.

I understand that as the Authorized Representative I must ensure that each participant attending this event is required to sign the attached COVID-19 Acknowledgment of Risks for University Space Reservations attached as Exhibit A.

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Signature of Client                      (Please Print Name)                      Date

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Provost and Vice President for Academic Affairs                      Date  
On behalf of the Board of Trustees of Illinois State University

## EXHIBIT A

### COVID-19 Acknowledgment of Risks and Public Health Mitigation Measures for University Space Reservation Participants

**COVID-19 Risks.** The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 vaccines have been developed and are currently being distributed, but are not yet widely available to the general population. Individuals with underlying medical conditions or other at-risk populations are especially vulnerable to the virus. COVID-19's highly contagious nature means that exposure, especially through contact with others, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

#### **Illinois State University cannot guarantee a risk-free environment.**

I understand that the University has put in place recommended public health rules and precautions in order to mitigate the spread of COVID-19, which may be updated at any time. These rules and precautions are reasonable practices recommended by public health and professional organizations, and state and national health authorities, including but not limited to, the Centers for Disease Control, the Governor of the State of Illinois, and the Illinois Department of Public Health.

By reserving this space, attending, or participating in the event, I acknowledge that it is impossible to prevent or fully mitigate the risk of COVID-19 infection, these rules and precautions are designed to reduce risk for Illinois State University students, faculty and staff, and member of the community they may or may not be effective in mitigating the spread of COVID-19. I agree to comply with such rules and precautions, including the items listed below. The University may continue to update or modify these safety measures and recommendations as circumstances evolve.

**COVID-19 Facility Use Requirements:** While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all University and facility specific recommended public health rules and precautions. In addition, all participants/attendees also agree to follow any applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois and the Illinois Department of Public Health. The individual reserving the space is responsible for making sure that all participants/attendees are aware of the outlined risks and requirements.

These public health rules and precautions may include but are not limited to:

- Follow all face covering requirements which can be found at <https://ehs.illinoisstate.edu/safety/face-coverings/>.
- Observe appropriate physical distancing practices at all times and remain at least six (6) feet apart from others.
- Follow good hygiene guidance such as regular hand washing and avoiding touching one's face;
- Limit gathering over a certain number and only if participants/attendees can follow faculty capacity and all University and other public health guidelines at the time of the event.
- Observe any additional guidelines that may be posted or communicated at a University facility or website

In addition, the Student Code of Conduct requires students to comply with all University policy, rules and regulations. (Section VI.A.12.) In addition, failure to comply with reasonable and lawful requests or directives of University officials or law enforcement officers acting in the performance of their duties also is a violation of the Student Code of Conduct. (Sections VI.A.6). Any violations of the Student Code of Conduct may result in discipline, up to and including dismissal.

Aware of the foregoing, participant voluntarily attends the event/activity and agrees to follow all public health measures, policies, procedures, and rules put in place and keep up to date as the situation is everchanging and agrees to all Financial Implications. Up to date information about COVID-19 can be found at <https://coronavirus.illinoisstate.edu/>.

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Printed Name of Participant

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Signature of Participant Date

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Signature of Parent/Legal Guardian Date

(if participant is under 18 years of age)