AGREEMENT FOR USE OF FACILITIES AND PREMISES

This Agreement made and entered into at Baton Rouge, Louisiana, this _____ day of _____, _____, by and between the Friends of Hilltop Arboretum, ("HILLTOP"), and _____ (“RENTER"), herein represented by _____ its _____.

WITNESSETH

WHEREAS, facilities and premises include buildings and other property belonging to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College at Louisiana State University and Agricultural and Mechanical College (“UNIVERSITY”) and managed by HILLTOP ("FACILITIES"), and

WHEREAS, FACILITIES are established and reserved for use in accomplishing the instructional, research, and public service missions of the University, which must always be given first priority in the assignment of FACILITIES and premises for use, and

WHEREAS, The University has constructed and HILLTOP operates certain FACILITIES of a specialized nature especially suited to the requirements of RENTER, and

WITNESSETH, THAT HILLTOP and RENTER, for the consideration hereinafter named, agree as follows:

A. HILLTOP Agrees:

1. To permit RENTER to use FACILITIES (managed and operated by HILLTOP) and services for the purpose(s) described herein, namely:

_____ ("EVENT"),

and no other purpose whatsoever;

2. To establish by Addenda hereto descriptions of FACILITIES and services to be provided and the amounts it will require to be paid by RENTER for the use of FACILITIES and services;
3. To provide a representative onsite throughout the “Total Rental Time”.

B. RENTER Agrees:

1. To pay HILLTOP for its use of FACILITIES, services and materials as provided herein or by Addenda. The balance must be paid in full by the date of the EVENT.
2. To pay a $500 refundable deposit by the date of the EVENT. This deposit will be returned, within thirty days, following the EVENT provided there is no damage, the facility was left as it was found (fully clean), and the EVENT did not run overtime. Damages exceeding this deposit are the responsibility of the RENTER. The renting party's failure to strictly comply with all points in this Agreement will also result in forfeiture of this deposit.
3. To use and occupy the property in accordance with all HILLTOP policies, regulations, rules, and practices as listed in the handout given to RENTER and with all applicable municipal, state and federal laws, including but not limited to fire codes. Failure to comply with the provisions below will be grounds for termination of the EVENT.
   - Fire Restriction in compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity, and all aisles and doorways must remain unobstructed.
   - Smoking is prohibited. This includes E-Cigs and Vapes.
   - Possession and/or consumption of alcohol unless approved in writing by HILLTOP.
   - ADA Compliance with applicable provisions of the Americans with Disabilities Act is required for events held in HILLTOP facilities.
   - RENTER agrees to comply with Federal Aviation Administration regulations associated with the use of unmanned aerial systems (UAS) and shall be responsible for any fines or penalties assessed arising from or as a result of use held on HILLTOP premises.
4. To maintain at all times during the use of the FACILITIES, a policy of comprehensive general liability insurance, including public liability and property damage, written by a company licensed to do business in the state of Louisiana, covering the use contemplated by this Agreement. RENTER agrees that the insurance will be primary and non-contributory coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against HILLTOP. HILLTOP must receive a certificate of insurance at least 30 days prior to the event. **RENTER'S insurance policy shall be endorsed to designate "Friends of Hilltop Arboretum", "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and their employees, officers, directors, and volunteers" as additional insureds on RENTER'S policy.** For both ongoing and completed operations using ISO Form CG 20 10 and CG 20 37 or equivalent.

   The policy minimums shall be:

<u>Commercial General Liability</u>	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Each Occurrence Limit	$1,000,000
Personal/Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Medical Payments (Any One Person)	$5,000
<u>Liquor Liability</u>, if applicable	$1,000,000
<u>Automobile Liability, if applicable</u>	
Bodily Injury/Property Damage (Each Accident)	$1,000,000
Personal Injury Protection, if applicable	Statutory
<u>Workers' Compensation, if applicable</u>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	$500,000

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. RENTER can obtain additional information and cost from LSU Risk Management or by visiting: https://www.lsu.edu/riskmgt/insurances/special-events.php.

If RENTER hires any contractor or subcontractor to provide services during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the RENTER'S responsibility to ensure compliance of this requirement and request certificates of insurance. HILLTOP must receive a certificate of insurance at least 30 days prior to the event. **Contractor's or subcontractor's insurance policy shall be endorsed to designate "Friends of Hilltop Arboretum", "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, and their employees, officers, directors, and volunteers" as additional insureds on the policy.** All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless HILLTOP, UNIVERSITY, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period.

HILLTOP reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

5. To provide HILLTOP with a **parking plan** for use of the parking spaces at Hilltop Arboretum at least 30 days prior to the EVENT. No parking is permitted in the Oakhill or Briarcliff Subdivisions. For all events anticipating more than 40 guests (including vendors), the RENTER shall make arrangements for overflow parking and a shuttle. RENTER is responsible for all expenses associated with the rental of the shuttle and the driver. Shuttle vehicles should hold a maximum of 35 passengers.
6. That should the EVENT involve the providing of food services, caters will be notified all food preparation must be handled off-site. Boiled crawfish are not allowed.
7. To limit the EVENT to 50 guests.
8. That the EVENT will end by 10:00 pm.
9. All equipment and furniture in the Beverly Brown Coates Auditorium, including tables and chairs, will remain in the auditorium and not be taken outside.
10. Any decorations put up will not use nails, staples, tape or anything else that can damage the FACILITY.
11. To return FACILITY to the original state at the conclusion of the EVENT. Any spills cleaned up, garbage taken to and placed in the dumpster, the sink, refrigerator, and stove clean and empty, and stovetop and counters wiped cleaned. Failure to comply may result in the forfeiture of the rental deposit.
12. That HILLTOP does not allow amplified live bands. HILLTOP only permits moderately amplified or acoustical music at rental events, and RENTER specifically agrees that HILLTOP and its Representative at the EVENT have the sole discretion to determine whether the music is too loud. RENTER to designate a Music Representative at least 30 days prior to the EVENT, and the Music Representative shall be on-site at the FACILITY for the entirety of the EVENT. The on-site Hilltop Representative will monitor sound levels during the EVENT, and if the Hilltop Representative in his/her sole discretion determines that the music is too loud, he/she will instruct the RENTER's Music Representative to turn the music down to levels determined to be acceptable by the Hilltop Representative.
13. That the release of butterflies and throwing of rice, birdseed, confetti is prohibited. Sparklers, fireworks, open flamed candles and other fire dangers are also prohibited.
14. That, if applicable, all water, gas, electrical, sewerage and other connections to FACILITIES be performed by or with the review and prior written approval of the HILLTOP.

15. That RENTER shall make no use of the name Louisiana State University, LSU, HILLTOP, and other words and images subject to the University Trademark Licensing Program in advertising or otherwise without the prior written approval of the University's Office of the Vice President for Finance and Administration.
16. That RENTER shall neither state nor imply, either directly or indirectly, that RENTER, or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by HILLTOP or the UNIVERSITY, and, upon the direction of HILLTOP shall issue express written disclaimers to that effect.
17. That notwithstanding HILLTOP's approval of the activities contemplated by this Agreement, RENTER recognizes and acknowledges that it is responsible for obtaining any licenses and permits that may be required by local authorities and for compliance with any other business, safety, health or other statutory or regulatory requirement applicable to EVENT activities under this Agreement.

C. Both parties Agree to:

1. That EVENT activities involving the use of FACILITIES and services shall begin at _____ [ ] AM [ ] PM on the _____ day of _____, _____ and end at _____ [ ] AM [ ] PM on the _____ day of _____, _____.
2. That the term of this agreement shall become effective only upon signing by HILLTOP in accordance with C.12 hereof and shall terminate upon the completion of EVENT activities involving the use of HILLTOP FACILITIES and services; however, paragraphs A.1., A.2., B.1., B.2., B.3., B.11, B.12., B.13., C.2., C.3., C.4., C.5., C.6., C.7., C.8., C.9., C.10, C.11, C.12. and any other unremunerated provisions governing payment and indemnification shall not be extinguished by termination.
3. That nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint ventures or agents and no party shall have the power to bind the other in any manner whatsoever.
4. That, if applicable, brochures and other materials describing the program may show the location of the program as being at HILLTOP; however, neither party may publish or otherwise use the name or logo of the other party without the express written approval of the other.
5. Notwithstanding any provision herein to the contrary, each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this Agreement provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.
6. Neither party shall be liable for failure of performance by reason of act of God, labor disputes, electronic or mechanical failure, power outage, fire, flood, earthquakes, or other natural disaster, legal or government order, statutes, rule, regulation or standard, or any other cause beyond reasonable control of the parties.
7. Without prejudice to any other rights, HILLTOP shall have the right to terminate this Agreement upon written notice by certified mail to RENTER under the following conditions:
    a. If proceedings in bankruptcy, receivership, or insolvency whether voluntary or involuntary are initiated by or against RENTER.
    b. If RENTER ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors, or is legally dissolved.
    c. If RENTER, in HILLTOP's sole opinion, shall fail to perform any other material term, or condition of this Agreement and such failure is not cured by RENTER within a reasonable time after having received written notice from HILLTOP to do so.
8. Should HILLTOP and RENTER terminate this Agreement by mutual written agreement, the conditions of termination shall be as mutually agreed.

9. Every provision of this Agreement is severable if held to be illegal or invalid for any reason whatsoever. Such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.
10. Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:

If to HILLTOP (email address):

_____

_____

If to RENTER (email address(s)):

_____

_____

11. This Agreement will be governed by and construed in accordance with the law of the State of Louisiana.
12. That Addenda shall be attached to this Agreement as provided for herein. The Addenda shall be designated as amendments to this Agreement, executed by the parties hereto and read as part of this Agreement. All provisions of this Agreement apply equally to any Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HILLTOP REPRESENTATIVE:

_____
Signature

Date: _____

RENTER:

_____
Signature

Date: _____

(Updated 4/2025)