

Dickinson State University **Terms and Conditions of Facility Rental**

The following are the Terms and Conditions for the use of the Henry Biesiot Activities Center at Dickinson State University. All clients are required to sign a Facility Use Agreement in order to officially schedule an event. Certain clients are also required to provide proof of Commercial General Liability insurance of at least \$250,000 per person and \$1,000,000 per occurrence that names the State of North Dakota and its agencies, officers, and employees (State) as additional insured, with respect to the liabilities assumed by the client herein. Proof of the commercial general liability insurance policy is due at least 10 days before the event. Please call the BAC Coordinator to see if the insurance policy is required for your event.

FEES AND RATES:

Facility Rental Rates are for the basic use of the facilities, parking, furniture use, and the Biesiot Activities Center support staff. Rates for the rental of the grounds, facilities, and services are subject to review and change annually. A new rate structure will be effective the beginning of each fiscal year (July 1st). Clients holding approved reservation forms for use of the facility scheduled to occur *prior* to the effective date of the rental rate change will not be affected.

SCHEDULING/CANCELLATIONS:

No deposit is required at the time of signing a facilities use agreement with the Biesiot Activities Center. A signed facilities use agreement officially books your event and places it on the BAC schedule/calendar. If you would like to tentatively schedule an event *without* signing a facilities use agreement there is a \$50 “event reservation” deposit charge. The “event reservation” deposit will be applied toward your facility rental fee if you sign a facilities use agreement; if not, the \$50 “event reservation” deposit is non-refundable. If an event is cancelled (by the renting client) after signing the facilities use agreement, a \$100 “cancellation” fee will be charged.

SET-UP AND TAKE-DOWN:

The Biesiot Activities Center support staff will be present to assist with all set-up responsibilities along with take-down and clean-up. If the client requires the use of the facility for set-up/preparation the day before, or tear-down/the day after the event, an additional fee of \$200 per day will be charged.

ALCOHOLIC BEVERAGES:

Consumption of alcoholic beverages at any non-athletic event at the BAC is dependent upon the approval of the President of Dickinson State University. The President must sign the “Request to serve Alcoholic Beverages” form in order to approve such a request. If alcohol is being sold, clients must achieve a “Special Use Permit” through the City of Dickinson and provide DSU with a copy of the permit at least 7 days before the event. Clients will also assume all responsibility for compliance with DSU’s rules and regulations and all applicable state laws and regulations as it pertains to alcohol use. Violations of the law regarding consumption of alcoholic beverages will be reported. Additionally, any non-athletic event where there is live music and/or alcohol present; at least one professionally trained security guard must be at the event at the expense of the reserving group. The BAC Coordinator will help with securing a professionally trained security guard and a bartender for your event. All alcohol sales and service must end no later than 12:00a.m. (Midnight) on the event date.

CATERING – FOOD SERVICE:

Catering and food service options are available through the University Food Service Provider: *Sodexo*. Clients are responsible to contact and directly make arrangements with *Sodexo*. Such arrangements should also be communicated with the BAC Coordinator so those plans can be accommodated. Please call 701-483-2014 and ask for Charles Dorsa to schedule *Sodexo*'s catering service(s).

DAMAGES:

The client is contracting for the use of the facility; and is responsible for damages arising from or related to the negligent acts or omissions of the client, which can include damages to facility equipment, furniture, and other facility assets. A damage fee will be assessed to the contracting party to cover damages, repair and/or replacement costs. The damage fee assessed will be the *actual* costs of repair and/or replacement costs. A loss of revenue damage fee will also be applied in the case of lost event(s) revenue (i.e.: if a future scheduled event(s) cannot happen due to damages from a previous event). The loss of revenue damage fee will include the actual costs of lost event revenue for a future scheduled event(s) that will need to be cancelled by the BAC. Additionally, some events might require a \$1,000 damage deposit. The damage deposit will be applied toward any damages or lost event revenue. If no damages occur, the \$1,000 will be refunded; otherwise it will be applied to the actual costs of repair and replacement of damaged equipment, furniture, facility assets, and/or lost event revenue.

SECURITY AND SUPERVISION:

The services of security and supervision are not included in the rental fee of the Biesiot Activities Center. Certain events (i.e.: events where there is live music and/or alcohol) requires at least one professionally trained security guard to be on site throughout the entire event. The client is required to cover the payment of such security services. The BAC Coordinator will coordinate and schedule the security needed as such events. Please call the BAC Coordinator to see if a security guard is required at your event.

PROPERTIES OF CLIENT:

Contracting parties are responsible for their *own* supplies, goods, and/or personal property. A client is granted the use of the facilities with the understanding that the client assumes full responsibility for any loss or damage resulting from such use and agrees to hold harmless and indemnify Dickinson State University and the Biesiot Activities Center and its agencies, officers, and employees as to any loss, damage, or claims out of such use, to the extent that such losses, damages, or claims do not arise from the acts or omissions of Dickinson State University, the Biesiot Activities Center, and its agencies, officers, or employees. Client supplies and equipment must be removed from the Biesiot Activities Center at the end of the event; or establish arrangements with the BAC Coordinator to pick up the supplies and equipment at a later time (within 12 hours).

ADDITIONAL FACILITY POLICIES:

- All events must end by 12:00am (midnight); this also includes the sale and service of alcohol. Security will lock the facility at 1:00am. All individuals and personal belongings must be out of the Biesiot Activities Center by 1:00am. If security cannot lock the building at 1:00am, the contracting client will be responsible for paying for the additional time security must wait around to lock the building (\$50/hour).
- Tobacco products of any kind are not permitted in the facility or on DSU campus.
- Alcohol must remain in the building and within its serving areas at all times. Alcohol cannot be taken into the parking lot or bleachers.
- Sunflower Seeds are not permitted in the facility or on facility grounds.
- “Open flames” are not allowed in the building, this includes the use of lit candles.
- Tape (scotch, masking, duct, etc.) is not allowed on any surface inside the building. To help protect and prolong the life of our facility, we ask that you use “sticky tack” to post signs and other decorations.

Contact Information/Mailing Address:

Mr. Ben Shroyer, Henry Biesiot Activities Center Events & Conference Coordinator
291 Campus Drive
Dickinson, ND 58601
T: 701-483-1918
F: 701-483-1917
Ben.Shroyer@dickinsonstate.edu
www.dickinsonstate.edu/bac

Facility Address: (please give this address to your guests, so they can obtain directions).
398 State Ave.
Dickinson, ND 58601