User shall make two (2) payments prior to the Event and one (1) payment after the Event as outlined below:

<u>Deposit:</u> Upon execution of this Agreement, User agrees to pay a non-refundable (except pursuant to Section B20 herein) deposit equal to **O% of the Event's**, which are shown in Exhibit C (Event Order Confirmation). All booking (.41((E)8.798541ei)-e neAle Ord

- If the User cannot obtain insurance coverage through its own resources, the User may apply for
 - vendor.
- These limits may be adjusted or additional insurance may be requested by the University, pending the nature of the event.

User must provide the University with copies of the general liability insurance certificates from all third party vendors participating in the Event. This includes external caterers, decorators, performers, and vendors of any type. Such vendors must show evidence of insurance coverage as described in Section B3

The Event Order Confirmation (see Exhibit C) may be modified by the parties by way of an amended

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	University shall arrange all security or other protective services. The University shall also provide

The University reserves the right to terminate this Agreement for ood Cause C include, but not be limited to:

- Intervening maintenance so as to prevent the use of facilities for the Event;
- Loss of use or temporary utility outages (including, but not limited to, problems with utility systems or heating or cooling systems and loss of electricity) so as to prevent the use of facilities for the Event;
- Administrative or operational difficulties pertaining to facilities or surrounding premises so as to prevent the use of facilities for the Event;
- Damage or destruction caused by fire so as to prevent the use of facilities for the Event;
- Strikes and/or national emergency;
- Construction delays; or
- Weather or other Acts of God, or any other cause beyond the control of the parties so as to prevent the use of facilities for the Event.

In the event the University terminates this Agreement for amounts minus services rendered prior to termination and any non-reimbursed costs or non-cancelable commitments incurred by University prior to termination. The University shall not be liable for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for Good Cause.

Violation of Laws, Ordinances, Rules and Regulations

The University may also terminate this Agreement, at its sole discretion, if it receives evidence that User and/or any of its guests, officers, directors, agents or employees have:

- Violated federal, state or local, laws, ordinances or rules and regulations or University policies and procedures;
- Acted or operated in a manner which constitutes a nuisance and/or disturbance;
- Participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property.

The User shall not be entitled to any refund of any prepaid amount in the event of any such termination.

s Event, User

shall be responsible for adequately informing the public and any other appropriate individuals and/or entities of the cancellation, at its own expense. The University shall not be liable for any agreements or contracts entered into for the pu

monies, as a result of cancellation of the Event or termination of this Agreement.

The User hereby agrees to indemnify, hold harmless and defend the University and its Board of Trustee 4 (o)-65s10.9908