



Bay Mills Community College Adikameg Hall Policy & Use Agreement

Bay Mills Community College's lower level conference center, Adikameg Hall, may be used to host various student activities and/or community functions. Priority will be given based on the needs of the College's administration, faculty, and staff.

This agreement is made and entered into on this date by and between the Conference Center User and Bay Mills Community College (BMCC).

In consideration of use, the parties agree to the following:

1. **Schedule and Payment (if applicable).** The user may occupy Adikameg Hall located at 12214 W. Lakeshore Drive, Brimley, MI 49715 on the date and time specified in the use request form. Payment, if required, is in the amount of \$_____.
2. **Use of Premises.** The user(s) must review and agree to all points in this policy and submit the Use Request Form including all applicable information at least two (2) weeks prior to said event. Failure to do so may result in the denial of the request. Prior to occupancy, the user shall view and tour Adikameg Hall to accept the space in its present condition. The user(s) and attendees will not cause any damage to the Hall such as holes, marks, scratches, or other various markings on doors, windows, walls, or fixtures.
3. **Indemnity and Damages.** All occupants and attendees agree to take the property 'as is' and assume all responsibilities and risks for losses, damage, injury or death, and property damage resulting from occupying the premises and utilizing the facility. This includes all areas such as building, parking lots, and grounds. The user(s) agree that all attendees are under direct and complete control of the user(s) and the user(s) are liable for all damages that may occur during use. Each party agrees to indemnify, defend and hold the other party and that party's officers, directors, board members, and employees harmless from loss, liability, damages, fines, or costs arising from actual or threatened claims.
4. **Right to Cancel; Termination of Agreement.** BMCC reserves the right to cancel without penalty the reservation for the use, if the space is needed for college purposes. BMCC may also cancel due to damage, severe weather conditions, catastrophic event, or other issue related to the usability and/or overall safety of the individuals occupying the building.
5. **Use of Equipment.** User(s) may request use of equipment including kitchen/cafeteria, computer/projector, and sound system/microphones. Use of such equipment must be included in the Use Request Form. Equipment must be returned in its original state and back to its original location. The user(s) assumes all responsibilities of proper use and/or subsequent damage. The user(s) are permitted to bring in other equipment or furniture for use. It is the user(s)

responsibility to remove all equipment used for the function or event immediately. Failure to remove such equipment or furniture may be subject to a storage fee.

6. **Use of Space.** The user(s) of Adikameg Hall are also subject to all governmental laws, ordinances, regulations, and all BMCC rules. BMCC rules include but are not limited to:
 - a. **BMCC is an alcohol and drug free campus. Use of alcohol, controlled substances, or electronic cigarettes are not permitted on or about the premise.**
 - b. **Monetary admission fees may not be charged or collected.**
 - c. **Highly flammable items such as candles, food warmers, etc. are not permitted.**
 - d. **Absolutely NO gambling or solicitation in any regard is permitted.**
 - e. **Children may use or occupy the space if they are properly supervised by an adult. Children without proper adult supervision will not be allowed usage of the space. Children are not allowed to roam the halls of the college at free will.**
 - f. **Guests/attendees are only permitted in the designated area. Roaming the building, hallways, offices, etc. is not permitted.**
 - g. **Kitchen utensils and appliances may be used when specified on the Use Request Form. However, the user(s) must supply own food, drinks, disposable ware, etc. and all appliances must be left in good, clean, working order.**
 - h. **Any and all garbage or debris must be bagged and ready for disposal.**
 - i. **Hard surfaces used such as countertops, table tops, work areas, etc. shall be wiped down after use.**
 - j. **BMCC will not assume responsibility or liability for personal property and/or equipment brought onto or left within the property grounds.**
7. **Any changes to the set up of Adikameg Hall and/or cafeteria are subject to prior approval.**
8. **It is the responsibility of the user to set up the space for desired event. Likewise, it is the responsibility of the user to return the space to the previous set up (ie. 8 rows of 12 chairs on each side of center pillar, any dishes used washed and put away, counter tops wiped, rinse and unplug coffee pot, etc.).**
9. **Entrance to Adikameg Hall.** A key may be checked out by the outside agencies authorized representative from the President's office prior to the event/function time if used outside of normal business hours. The authorized representative will sign upon receiving the key and likewise upon returning the key. The authorized representative therefore becomes the responsible party.

By signing below, the user(s) understands and agrees to all conditions of this agreement.

Authorized Representative

BMCC Representative

Printed Name

Printed Name

Date

Date