

Augustana College

FACILITIES AND SERVICES AGREEMENT

Multi-Day Event

This Facilities and Services Agreement is made and entered into between Augustana College, herein also called "Institution" and Rock Island High School (Swimming Program) herein called Off-Campus Group ("OCG").

1. THE EVENT

- 1.1. Term. This Agreement is for the use of the Lindberg Pool. The period of use will begin on July 1, 2025 and continue through June 30, 2026. The Rock Island High School swim program plans to rent pool time on weekdays and occasional Saturday's based upon availability and the competition schedule. It is anticipated that the cumulative cost of the rental for the aforementioned time period will be approximately \$25,000.
- 1.2. Change Requests. It is acknowledged that it is necessary from time to time for an OCG to alter its request for space and services based on participant enrollments. Augustana College will accept decreases in numbers of participants and the associated income reductions until fourteen (14) days prior to the schedule date(s) and will reduce its final billing accordingly. Decreases made within fourteen (14) days of the scheduled date will result in no changes to the amount which would have been billed had all participants attended. Increases will be accommodated at the agreed pro-rata cost if space is available.
- 1.3. All facilities and services provided by Augustana College under the terms of this agreement are provided on a fee basis. OCG acknowledges that Institution is not sponsoring or endorsing the OCG program or its contents.
- 1.4. Institution reserves the right to determine the minimum Institution provided services and facilities needs and requirements for each event.
- 1.5. OCG agrees that before, during, and after the event, all of its attendees and guests are under the direct and complete supervision of the OCG.

2. PAYMENT

- 2.1. In consideration for the below-mentioned facilities/services, the OCG agrees to pay Institution the sum of \$60/hour for rental cost of the Lindberg Pool.
- 2.2. All checks should be made payable to: Augustana College and be submitted to the Director of Athletics who will provide a monthly invoice to Rock Island High School.
- 2.3. Facility Reservations Deposits. Every OCG shall be required to make a deposit in the amount of NA, which is fifty percent (50%) of the estimated facility room

charge(s) total of NA as detailed in Section 2.1 in order to confirm its reservation. Only those reservations for which deposits have been received will be guaranteed. Facilities to be used by OCG will be reserved on a first come first served basis.

2.4. Deposit Refunds. Reservation deposits may be refunded in the event of cancellation by an OCG on the following basis:

2.4.1. When notice is received earlier than thirty (30) days prior to the reserved date(s), fifty percent (50%) of the deposit will be refunded.

2.4.2. When notice is received thirty (30) days or less prior to the reserved date, no refund will be made.

2.4.3. Deposits of \$50.00 or less will not be refunded.

2.5. Billing. Full Payment of the facility rental charges are due ten working days from the invoice date. Additional charges, such as room charges incurred above the written estimate of costs, lodging, dining services costs and incidental costs, will be billed immediately following the event, payable within fifteen (15) calendar days of the invoice date.

3. SERVICES

3.1. Security

3.1.1. General Security – Institution maintains a twenty-four (24) hours security department. Security and safety procedures in place during the event shall be substantially the same as are in effect during the academic year. **OCG accepts responsibility for determining if this level of security is adequate for its event.** For all additional security / police required by OCG and provided by the Institution, OCG shall be charged to OCG as a reimbursement item at the rate of \$55.00 per hour, with a minimum four (4) hour charge. In case of emergencies, the Institution security personnel would respond, and if necessary, coordinate with the City of Rock Island Police Department.

3.1.2. Special Traffic and Security Services - Security Officers are not assigned to OCG's events except by special arrangements made in advance. When special services are required they will be billed at the current hourly rate per assigned officer for the period of service specified in the agreement.

3.2. Communication Services.

3.2.1. Telephone Calls for Program Information - The Institution will not accept calls for OCG program information. Such calls will be referred to the OCG contact person except when the names and telephone numbers of alternate contacts are specifically given.

- 3.2.2. Telephone Service – The Institution will not provide any telecommunication services to OCG.
- 3.2.3. Internet Service – If the institution provides access to the Internet, wireless or hardwire, to OCG, whether using technology-based devices maintained by the institution and/or personal technology-based devices, then, the OCG will need to adhere to the institution's Acceptable Use Policy (AUP). If the OCB cannot adhere to the institution's AUP, the privilege will be withdrawn and appropriate sanctions, as outlined in the AUP, will be imposed.
- 3.2.3.1. The OCG shall not utilize the Institution's internet connectivity for any financial transactions or online credit processing devices.
- 3.3. Extra Services - Routine services include use of facilities on an as is basis (for instance classrooms arranged in their normal manner.) Facility and equipment set-ups and breakdowns varying from these norms will be considered extra services and will be charged as such for the time required to perform them. Tables and chairs required for OCG registration will be furnished at no charge, however, when requested at least ten working days prior to the event.
- 3.4. Audio-Visual Services - Furnishing of media equipment (projectors, screens microphones and amplifying systems, etc.) is considered extra service and is charged for as arranged with the Institution Audio-Visual Center at the time of formulation of the OCG agreement.
- 3.5. Food Service - Board rates quoted are for normal through-the-line (cafeteria style) food service in the Dining Hall. Special Events, dining facilities, and picnics are considered extra and must be arranged through the Food Service management and Institution Conference Coordinator.
- 3.5.1. Meals will be billed based on the guaranteed number of participants provided by OCG (see sections 1.2 and 2.1.)
- 3.5.2. Extra diners – Diners in excess of the guaranteed number provided by OCG will be billed on a per person, per meal basis.
- 3.5.3. Lost Meal Tickets – It is the policy of the Institution to charge \$20.00 for each lost card or cards not returned at the conclusion of the OCG program.
- 3.5.4. Missed Meals are not refundable.
- 3.6. Lost Keys and Fobs - It is the policy of the Institution to charge \$75.00 for each lost key/fob or key/fob not returned at the conclusion of an OCG program. This represents actual cost of labor and parts for re-keying a door. Keys/fobs returned after a person has departed campus will not be credited.

4. PUBLICITY

- 4.1. OCG shall not use or make use of the Institution's name, insignia, logo, picture, or any other material that might create the impression of association, affiliation, sponsorship, partnership, or any other joint venture, without the express written permission of the Institution.
- 4.2. Any publicity concerning the event may not refer to the Institution in such terms as "sponsored by," "hosted by," or "in collaboration with," or any other language which states or implies that the event is a function or activity of the Institution without the written permission of the Institution. All requests must be submitted in writing at the time the facilities use agreement form is submitted to the Institution.
- 4.3. Institution reserves the right to review and approve the content of any publicity material, whether printed or in electronic media, prior to the dissemination of such material.
- 4.4. Signage During Event
 - 4.4.1. All OCG on-campus signage must be approved by the Institution prior to display.
 - 4.4.2. All OCG on-campus signage may only be posted in areas and manner as determined by Institution Event Coordinator.
- 4.5. The OCG is prohibited from inviting media to campus without prior written authorization by Institution. Media coverage of the OCG Event(s) at the Institution will be at the Institution's sole discretion. In no instance will the OCG invite or pitch media without the consent and approval of the Institution.

5. FACILITY RULES

- 5.1. Institution Regulations. OCG is required to adhere to all Institution policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. Institution regulations include but are not limited to the following in Institution buildings and on Institution property:
 - 5.1.1. All individuals will abide by Illinois law, federal law and Institution regulations regarding intoxicants, narcotics, alcohol and drugs.
 - 5.1.2. It is the Institution's policy, in accordance with state statutes that alcohol may not be sold on Institution premises except by written consent of the Institution. If consent is granted, OCG must obtain all required liquor sales permits. The Institution must inspect any permit prior to the sale or distribution of alcoholic beverages by the OCG, its staff, employees or participants. OCG may not furnish, directly or indirectly, alcohol to minors (under 21 years of age).

- 5.1.3. Firearms, weapons, ammunition, fireworks explosives and highly flammable materials are not allowed within the residence halls or buildings or on the grounds.
- 5.1.4. Except for service animals, animals are not allowed on the campus. Ten days prior to the event, OCG must notify Institution if a service animal will be on campus.
- 5.1.5. Candles, hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room except kitchen areas.
- 5.1.6. Parking in any fire lane is not allowed.
- 5.1.7. Tampering with the fire system or firefighting equipment is not allowed.
- 5.1.8. Removal of lounge or common area furniture into individual rooms is not allowed. Removal of furniture from individual rooms is not allowed.
- 5.1.9. Gambling or solicitation in any form is not permitted.
- 5.1.10. Smoking is not permitted in any building on campus.
- 5.1.11. The use of nails, staples, adhesives, and tape on walls, doors or other surfaces is prohibited at all times.
- 5.1.12. OCG shall not run wires, move ceiling tiles, or hang any items from the drop ceilings.
- 5.1.13. Parking motor homes, tent campers, and sleeping campers are prohibited.
- 5.1.14. With regards to the public performance of a movie or film, OCG shall be responsible for any licenses, royalties, and fines arising from the violation of copyright laws.
- 5.1.15. Institution guidelines prohibit hazing and related activities. Hazing activities involving OCG participants should be reported to Institution as required in Section 7. Participants found responsible for hazing may be asked to leave campus, even if the OCG event has not yet concluded.

5.2. Events with Minors as Attendees.

- 5.2.1. Minors on Campus. A minor is considered a person that is under the age of 18. Minors that are staying overnight are not allowed to share rooms with unrelated adults or chaperones.
- 5.2.2. Compliance with Applicable Laws. OCG agrees to comply with the federal Fair Credit Reporting Act and any applicable state or local laws in

obtaining any references and/or background checks required under this contract.

5.2.3. No Assignment. OCG agrees that it will not assign any employees, independent contractors or agents to the physical premises of the Institution who have not successfully completed a job history check, reference check, and background check, as required by this contract. OCG further agrees that it will immediately remove any employees, independent contractors or agents who are performing services at Institution and who have not successfully completed a job history check, reference check, and background check as required by this policy. Upon such removal, OCG shall notify Institution of the action, but, in the interest of privacy, need not specify the underlying conduct that gave rise to the removal.

5.2.4. Required Background Checks

5.2.4.1. Personal History Verifications. OCG agrees to verify the references and job history of its employees, independent contractors or agents who will be engaged in the Event at Institution. Verification of references must include a request about the individual's suitability for employment.

5.2.3.2. Criminal History Background Check. OCG agrees to certify that its employees, independent contractors or agents who will be engaging in the Event at Institution who have successfully passed a criminal background check. In order to successfully pass a criminal background check, the OCG's employee, independent contractor or agent must not have a criminal history, which is defined as having no history of criminal convictions for crimes involving injury to persons (i.e., assault, battery, sex-based offenses) or damage to property (i.e., vandalism, theft).

5.2.5. Sexual Abuse Awareness Training. OCG agrees that its employees, volunteers and agents who will be on campus shall have successfully completed an appropriate sexual abuse training course.

5.2.6. Supervision – Any OCG having participants or participant dependents under age 18 must provide adequate adult supervision at all times during the OCG scheduled dates on campus. Supervision shall meet or exceed the American Campers Association guidelines.

5.2.6.1. _____ This includes resident supervision of overnight guests in Institution residence halls of not less than two (2) adult supervisors for each residence hall floor in use, in whole or in part, by the OCG.

5.2.6.2. _____ The OCG shall provide one (1) adult representative to remain on Institution property at all times during the event.

5.2.7. Parental Releases - OCG agrees that every minor child, unaccompanied by a parent, shall present to the Institution, upon arrival, a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should injury or accident occur.

5.3. Emergencies

5.3.1. Evacuation Plan. If the event includes the use of the residence halls the OCG must conduct a practice evacuation of occupied areas to familiarize its participants with the procedures for evacuating the building in the event of fire, tornado, etc. This practice evacuation must be conducted during the day of arrival.

5.3.2. Emergency Notification. Institution subscribes to the *Augie Alerts* service whereby certain individuals are notified of critical campus emergencies by text message. Upon written request provided to Institution by OCG, OCG may subscribe to the *Augie Alerts* service whereby Institution will notify only those individuals specified in writing by OCG of critical campus emergencies. Institution assumes no responsibility related to the use of the *Augie Alerts*, which is provided as a courtesy service and is not intended to serve as a security system. **OCG acknowledges that, except as otherwise provided herein, OCG is solely responsible for the safety and well-being of its attendees, employees, volunteers, agents and contractors.**

5.3.3. Transportation – The OCG is responsible for the transportation of all OCG participants to and from the campus. The OCG must provide a vehicle to take a participant to the hospital or treatment center for non-emergency care or to take a sick, contagious or misbehaving participant home in the event that a parent / guardian cannot do so.

5.4. Use of Institution Facilities - The use of the Institution's athletic facilities, the Gerber Center for Student Life, and PepsiCo Recreational Center, by overnight OCG participants may be arranged, if available, for an additional charge. If utilized, the following rules apply:

5.4.1. Use is limited to the normal operating hours of the facility unless special arrangements have been made in advance with the Office of Conference Services and Campus Scheduling.

5.4.2. Use is limited to individual OCG participants or informal groups of participants (no normal scheduled activities).

5.4.3. Athletic Facilities

5.4.3.1. OCG is responsible for the supervision of participants using any athletic facilities during the rental period. In addition, OCG shall be

responsible and liable for the emergency response to medical emergencies that might occur.

5.4.3.2. In the event the pool is used, the OCG shall work with the Department of Athletics to contract with the proper number of qualified lifeguards, and the cost of lifeguard services will be billed to the OCG.

5.4.4. Library - Books may not be checked out of the library.

5.4.5. Construction and upgrades. OCG acknowledges construction and other upgrade projects may occur during the OCG's event and accepts that some noise and/or other disruptions may take place and may affect various campus facilities during this period. OCG will be advised as early as possible of any projects anticipated to interfere with the program.

5.5. Trash Removal. The following custodial requirements apply if the use of the residence halls are included in this agreement:

5.5.1. OCG is responsible for ensuring all trash is placed in the appropriate trash containers, and if directed, into the outside dumpster.

5.5.2. A \$25.00 per hour clean-up fee will be charged if OCG fails to leave the facilities in broom-clean condition.

5.6. Grounds. If OCG plans to do any digging (e.g., tent placement), OCG must first check placement of the sprinkler system and the utility lines with Institution Facilities Department. Any damage will be OCG's responsibility.

5.7. Third-Party Equipment. OCG must obtain Institution's written permission prior to bringing any furnishings or equipment on campus.

5.8. Parking and Traffic. All Institution speed limits and parking regulations must be followed by all OCG participants. There is no reserved parking for OCG's participants or staff.

5.9. Actions of Participants. The OCG is responsible for the behavior of its participants.

5.10. Sound Policy. Quiet hours at Institution are from 11:00 PM each evening through 7:00 AM the next morning. No outdoor amplification systems are allowed without prior Institution approval. Amplification in the residence halls is allowed only if the doors and windows remain closed and the volume level is kept at a respectable level.

6. INSTITUTION'S RIGHTS

6.1. The Institution may exercise the following rights:

- 6.1.1. The Institution retains the right to require OCG, or any of its participants, to leave the Institution premises if the Institution feels that circumstances require it.
- 6.1.2. To revoke the campus privilege, including residency in or utilization of any of its buildings, of any occupant whose conduct, solely in the Institution's opinion, becomes injurious to the academic community.
- 6.1.3. To enter any room for the purpose of inspection, repair, or emergency.
- 6.1.4. To reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- 6.1.5. Institution reserves the rights to amend its rules and regulations at any time as deemed necessary when it is in the Institution's best interest.

7. NOTICE

- 7.1. OCG agrees to provide timely notice to Institution of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate same. Institution agrees to provide OCG with reasonable time to correct any violations.

8. WAIVER OF LIABILITY

- 8.1. The Institution, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Institution's direction (collectively referred to as "Releasees") shall not be liable or responsible in any way for, and OCG hereby waives all claims against the Institution with respect to or arising out of or related to, any death, injury or illness including any death, injury or illness related to infectious diseases or emerging infectious diseases identified by the CDC or otherwise) that may be suffered or sustained by OCG or any employee, invitee, guest, or agent of the OCG or any other person as a result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belong to OCG or any employee, invitee, guest, or agent of the OCG on Institution property including but not limited to any property placed by OCG in or about Institution buildings, properties or facilities. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

8.2. Events Involving Scheduled Physical Activity.

- 8.2.1. OCG shall require all participants and supervisors to sign an assumption and acknowledgement of risk form that includes a detailed description of the event's risks and potential injuries.

8.2.2. OCG shall require all participants and supervisors to sign a waiver form waiving all claims against the Institution with respect to or arising out of, any death or any injury that may be suffered or sustained by the participant or supervisor as the result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to participant or supervisor on Institution property including but not limited to any property placed by participant or supervisor in or about Institution buildings, properties or facilities.

9. INDEMNIFICATION

9.1. Each party ("Indemnifying Party") agrees, to the fullest extent permitted by law, to indemnify, defend and hold the other party ("Indemnified Party") and its trustees, directors, officers, employees, agents, affiliates, members, and permitted assigns ("Indemnified Party Indemnitees") harmless, without duplication, from and against any and all losses, injuries, claims, demands, liabilities, obligations, suits, penalties, forfeitures, costs or expenses of every type or kind, including reasonable attorneys' fees actually incurred, disbursements and costs of investigation which are imposed upon, incurred by or asserted against the Indemnified Party Indemnitees arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to:

- (i) the breach of this Agreement by Indemnifying Party; including, without limitation, any representation, warranty, covenant or agreement made hereunder;
- (ii) the negligent act or omission or intentional misconduct of Indemnifying Party or any officer, employee, agent or volunteer under the control or supervision of Indemnifying Party; or
- (iii) The violation of any applicable laws, regulations or rules by Indemnifying Party or any officer, employee, agent or volunteer under the control or supervision of Indemnifying Party.

However, nothing in this Paragraph 9.1 shall require the Indemnifying Party to indemnify the Indemnified Party or any Indemnified Party Indemnitees against any claim or liability which results for any grossly negligent or willful act or omission on the part of such Indemnified Party or its employees, agents or volunteers. The Indemnified Party shall not settle any claim which is the subject of the foregoing indemnification without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

9.2. OCG is solely responsible for any and all costs or expenses incurred in connection with obtaining a job history, personal references, or criminal background check on its employees, independent contractors or agents.

9.3. If OCG is subject to Section 8.2 and its subsections and fails to satisfy the requirements of Section 8.2 and its subsections, OCG agrees to indemnify and hold harmless Institution and its trustees, directors, officers, agents, volunteers

and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including actual attorneys' fees, in whole or in part resulting from, arising from, or in any way connected with the acts, errors or omissions for any damage to any property or injury, illness, or death of any person occurring in, on, or about Institution property, or any part thereof. This section, 9.3-4, supersedes Section 9.1.

9.4. If OCG is a governmental body, the OCG agrees to indemnify the Institution for the full amount of any claim the Institution must contribute toward the settlement amount due to the amount of the claim exceeding the state statutory liability limit for governmental entities.

9.5. If OCG requires its participants to sign a hold harmless and / or an indemnification agreement, such agreement shall release Institution in the same manner as OCG.

9.6. The provisions of this Section 9 shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

10. INSURANCE

10.1. OCG shall provide a certificate of insurance for the coverages listed in the paragraphs below no less than thirty (30) days before the first date appearing on the conference contract.

10.1.1. The certificate shall be an original; fax and photocopies are not acceptable.

10.1.2. The certificate shall be issued Augustana College.

10.1.3. The Institution should appear as an additional insured on all policies of insurance except for the insurance required in paragraph 10.1.7.3.

10.1.4. The certificate of insurance shall also indicate that there is no applicable cross suits liability exclusion (allows an insured to sue another insured).

10.1.5. OCG and its insurers agree to waive their right of subrogation against the Institution for any general liability, auto liability and workers compensation claims made against OCG's policies.

10.1.6. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.

10.1.7. Limits of Insurance –

10.1.7.1. OCG shall provide evidence of General Liability insurance or Tenants OCGs Liability Insurance (TULIP or Special Events) of an amount of not less than \$1 million per occurrence. If the use of

facilities includes physical activities, such as sports camps, the General Liability limit should be \$2 million per occurrence with no athletics activities exclusion. If the Institution's pool is used, the General Liability per occurrence limit should be \$5 million with no athletics activities exclusion.

10.1.7.2. OCG shall provide evidence of Owned, Non-owned and Hired Auto Liability insurance of an amount of not less than \$1 million per occurrence.

10.1.7.3. Any OCG with OCG employees on campus shall provide evidence of statutory Workers Compensation insurance and \$100,000 of Employers Liability insurance.

10.1.7.4. Any OCG with minors on campus shall provide evidence of Sexual Misconduct / Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable.

10.1.7.5. Any OCG serving liquor on campus in accordance to Section 5.1.2. shall provide evidence of Liquor Liability insurance of an amount of not less than \$ 2 million per occurrence / \$ 2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

10.1.7.6. Any OCG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$ 2 million per occurrence / \$ 2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

10.1.8. If OCG is a wedding, party or family reunion only the insurance required in paragraphs 10.1.7.1 and 10.1.7.5 are required.

10.1.9. NOTE: OCGs unable to provide proper evidence of the required insurances may go to <https://securespecialeventinsurance.com/EIIA> to purchase a TULIP policy through the EIIA Special Events program.

11. AMERICANS WITH DISABILITIES ACT

11.1. The Institution represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (hereinafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. The Institution agrees to hold harmless the OCG, its officers, directors, employees, and agents from and against any claims resulting from the Institution's failure to comply with ADA standards for access to its premises and services.

- 11.2. OCG agrees that it shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. OCG shall be solely responsible for the cost of any such auxiliary aids and services. OCG agrees to hold harmless the Institution, its officers, directors, employees, and agents from and against any claims resulting from OCG's failure to comply with ADA standards for access to its program and services.
- 11.3. It is the responsibility of OCG to include the following passage in all literature and registration material:
- "Individuals needing special assistance (ADA, allergies, etc.) should notify OCG."
- OCG must advise the Institution of any and all requests for special assistance at least ten (10) working days prior to the onset of the event.
- 11.4. The terms of indemnification of Section 11 shall supersede Section 9.

12. NON-DISCRIMINATION

- 12.1. Both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities and all regulations promulgated hereunder. Both parties agree not to discriminate on the basis of age, race, religion, color, disability, gender, physical condition, sexual orientation or national origin, or on any other grounds prohibited by federal, state, or local laws.

13. TERMINATION

- 13.1. If, through any cause, OCG fails to fulfill in a timely and proper manner any of OCG's obligations under this agreement, Institution has the unilateral right to terminate this agreement and not permit OCG to utilize Institution's premises or services for the reasons described above by giving written notice to OCG of such termination. In the event of such cancellation, the contract is null and void and Institution shall be discharged from any obligations to OCG. Vendor agrees to hold Institution harmless for any cancellation of this contract in the event of a cancellation under this section.
- 13.2. If Institution cancels this agreement under the terms of Section 13.1, OCG is obligated to immediately pay the full amount of this contract to Institution.

Force Majeure – In the event that Institution buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, OCG shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. OCG hereby waives any claim for

damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

Neither party shall be liable for any costs or damages due to delay or nonperformance of any kind under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, cessation of services or rejection of services as a result of work stoppages, power or other mechanical failure, computer virus, natural disaster, plague, epidemics, outbreaks of infectious disease or any other public health crisis, or governmental action including quarantines or other restrictions.

14. ENTIRE AGREEMENT

- 14.1. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.
- 14.2. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
- 14.3. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.
- 14.4. Notice to or consent of OCG Participants is not required to effect any modifications to this Agreement.
- 14.5. In the event of a discrepancy between the terms and conditions contained in this Facilities and Services Agreement and the Reservation Confirmation form or any other document, the terms and conditions of this Facilities and Services Agreement shall prevail except unless specifically noted and agreed to by both parties in the other document.

15. INVALIDITY OR NON-ENFORCEABILITY

- 15.1. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

16. DISPUTE RESOLUTION

- 16.1. In the event of litigation arising out of or relating to enforcing any rights arising out of or relating to this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and court costs.

17. CHOICE OF LAW

- 17.1. This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Rock Island County, Illinois.

Agreed to by and between:

Authorized signature

Organization name

Date

Michael Zapolski

Michael Zapolski, Director of Athletics

Augustana College
639-38th Street, Rock Island, IL

7/3/2025

Date