

EASTERN MICHIGAN UNIVERSITY
Jean Noble Parsons Center for the Study of Art and Science

RENTAL AGREEMENT

DESCRIPTION OF ARTIST, ORGANIZATION, PROJECT:

The following represents an agreement between Eastern Michigan University Board of Regents (“the University”), by and through the Jean Noble Parsons Center for the Study of Art and Science (“Parsons Center”), located at 5833 Bellows Lake Road, PO Box 146, Lake Ann, MI 49650, and

_____, and outlines specific conditions and services to be provided.
NAME OF ARTIST-IN-RESIDENCE

ARTIST-IN-RESIDENCE CONTACT:

Ssi

Name:

Title:

Organization:

Address:

Address 2nd

line:

City, State:

Postal Code:

Work Phone:

Cell Phone:

NAME OF PROJECT:

OFFICIAL IN-RESIDENCE DATES: _____ – _____
Day/month/year Day/month/year

MAXIMUM OCCUPANCY

The maximum number of guests in the Parsons Center facilities:

Dining Hall: Maximum 100 occupants (For single day event; No overnight stay)
Sleeping Lodge: 18 occupants (No. of rooms: 6; 1 bunk bed & 1 single per room)
Tent platforms: 12 occupants (No. of tents - 3; Max. no. of occupants per tent – 4)
House: 8 occupants (No. of bunk beds: 2; 2 queen size beds)
Classroom/Studio: Maximum 50 occupants
Entire facility: Maximum 50 occupants (Minimum 2 night stay)

ARTISTIC EXPECTATIONS

The University expects that during and after h/er residency, _____ will Acknowledge Eastern Michigan University and The Parsons Center in any artistic production that is derived and disseminated from this residency. The Renter will report on what s/he has accomplished and the results of h/er work and submit this Report to the University. This can be in a narrative form or using some other media. It is understood that the artist will own the rights to all works created while in residence.

TERM OF THE LEASE

The residency lease begins at _____ p.m. on _____ (the “Check-in Date”) and ends at _____ a.m. on _____ (the “Checkout Date”).

MINIMUM STAY

This property requires, in the case of overnight reservations, a 2 night minimum stay.

RENTAL RULES

The Artist-in-Residence (Renter) agrees to abide by the Rental Rules, attached as Exhibit A, at all times while at the property and shall cause all members of the rental party and anyone else the Renter permits on the property to abide by the following rules at all times while at the property.

WAIVERS AND LIABILITY

The Renter and her or his overnight guests agree to sign the appropriate Waiver of Liability forms, attached as Exhibit B.

ACCESS

Renter shall allow the University access to the property for purposes of repair and inspection. The University shall exercise this right of access in a reasonable manner. The Artist-in-Residence may be required to share the House and the Classroom/Studio facilities with other Renters, by prior arrangement with the University and On-Site Manager.

PARSONS CENTER RENTAL DEPOSIT POLICY

A mandatory, non-refundable deposit of the entire amount, by the Renter, is due at the time when this Agreement is signed and submitted by the Renter to the University.

The Parsons Center will provide, and _____ agrees that it will be responsible for utilizing following Parsons Center facilities at the rates listed below:

*Artist in Residence	Check In Date	Check In Time	Check Out Date	Check Out Time	Rate (per day)
House (No. of bunk beds: 2; 2 queen size beds) and Classroom/Studios:					\$230/week

* Rates are subject to any local lodging taxes in effect at time of check-in or cancellation.

COMMISSION

The facilities rates listed above are net, non-commissionable.

FOOD AND BEVERAGES

The Parsons Center does not provide food and beverage service to its renters. Renters may, however, bring their own food and beverages onto the premises and may utilize the House’s refrigerators, ovens, stove, microwave, dishwasher, sinks, under the following conditions:

- a) All food and beverages brought onto the property must remain in the House kitchen throughout _____’s use of the Parsons Center;
- b) _____ will remove all food and beverages from The Parsons Center upon its departure at the end of the event;
- c) _____ will be responsible for all storage, serving, and cleanup of food and beverage items throughout its stay at The Parsons Center;
- d) _____ will dispose of all food and beverage waste in the appropriate garbage and recycling containers.

Failure to comply with any of these provisions will be considered a material breach of this Agreement.

METHOD OF RESERVATIONS

Requests for reservations will be made by contacting the University, (Professor Sandra Murchison: phone 734.487.1268; email smurchis@emich.edu), or by contacting the Parsons Center on-site Manager, Ann Beaujean: phone 231.357.1278; email abeaujea@emich.edu. The University or the on-site Manager will confirm receipt of the reservation request within 48 hours. The on-site Manager will respond, within 5 working days, to requests with more information about renting the Parsons Center facilities. No reservation is confirmed until this Agreement is

signed by both Parties to the Agreement, and the Renter has submitted payment in full.

GUARANTEE POLICY

All confirmed reservations must be accompanied by the non-refundable payment in full. The Parsons Center will not hold any reservations unless secured by this method.

Prior to execution by both parties, this document represents an offer by the University/Parsons Center. Unless the University/Parsons Center otherwise notifies the Renter at any time prior to the Renter's execution of this document, the outlined format and dates will be held by University/Parsons Center for the Renter on a first-option basis for 3 working days subsequent to the offer. If the Renter does not make payment by that date, the first-option will be released, in which case neither party will have any further obligations.

CUT-OFF DATE

At the Cut-Off Date (72 hours or 3 days prior to intended arrival), The University may review, with the Renter, the reservation for the Event, may release any unused facilities to other Renters, and determine whether or not it can accept payment on any additional reservations, based on space available after this date.

Release of facilities following the Cut-Off Date does not affect the Renter's obligation, as discussed elsewhere in this agreement, to pay for the facilities reserved in the Renter's name.

CANCELLATION CLAUSE

The Renter agrees to provide The Parsons Center with written notice of any decision to cancel or otherwise abandon its use of the spaces listed above (a "Cancellation") within 5 working days prior to intended arrival. The Renter acknowledges that a Cancellation would constitute a breach of the Renter's obligation to The Parsons Center and The Parsons Center would be harmed. If a cancellation occurs, the parties agree that release of facilities following the Cancellation does not affect the Renter's obligation, as discussed elsewhere in this agreement, to pay for the facilities reserved in the Renter's name.

KEY DISTRIBUTION / CHECK-IN/CHECK-OUT PROCEDURES FOR EMU AFFILIATE RENTERS

Seven days prior to event, the site manager will contact the EMU Key Shop to reserve keys in the Renter's name. One day prior to the rental, the renter shall pick up keys from Central Operations Key Shop located on the first floor of the EMU Parking Structure on Oakwood Street in Ypsilanti. Renter will be asked to provide picture ID and sign a key assignment form prior to key distribution. Keys must be returned to Central Operations Key Shop the first EMU workday after the event. Keys may not be duplicated.

The burglar alarm system will be shut off prior to the renter's scheduled arrival. EMU Affiliates may check-in after 3:00 PM. Check-out time is 12 noon. These times may be adjusted with prior written approval from the site manager. EMU Affiliates agree to lock ALL doors and windows prior to departure. The day of renter's departure, the site manager will reactive the burglar alarm system when their schedule permits.

KEY DISTRIBUTION/ CHECK-IN / CHECK-OUT PROCEDURES FOR NON-EMU AFFILIATE RENTERS

Non- EMU Renters shall check-in and receive keys from the site at a time and date set by prior arrangement with the Site Manager. Check-out and key return will take place between 10:00 AM to 10:30 AM. Renters will be assessed prorated \$30.00 per hour over-time fee for late key distribution or returns. Over-time fees will be reimbursed to the site manager via Concur. Renters agree to lock ALL doors and windows prior to departure. The burglar alarm system will reactivate at check-out.

EARLY CHECK-OUT

The Renter is responsible for pre-paid fees for the early departure of any guest who is sponsored by the Renter in

this Agreement. Guests will have the opportunity to verify and amend their departure date at check-in without penalty for the individual; however, the Renter's obligation is affected as discussed elsewhere in this agreement.

IMPOSSIBILITY

If the University is unable to provide the renter with use of The Parsons Center by any circumstance outside the University's control, including but not limited to, utility outages, Acts of God, war, government regulations, natural disaster, fire, or civil disorder, then this Agreement may be terminated without penalty or liability, by written notice from the University.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions by either The Parsons Center or the Renter, with the exception of the aforementioned Cut-Off Date stipulation, will not be considered agreed to or binding unless such modifications have been approved in writing in the form of a contract or addendum provided by the University.

VEHICLES/PARKING

There is no parking fee.

A maximum of 18 cars are permitted on site at The Parsons Center at any given time.

Parking is permitted as follows: Parking is to be used only for properly licensed and operable motor vehicles. NO trailers, boats, campers, recreational vehicles, busses, trucks or unregistered vehicles are to be brought on the campus. NO parking or driving on the Parsons Center lawn or neighbor's lawns or driveway is permitted. NO Parking is allowed on Bellows Lake Road. Any cars found parked on the Parson Center lawn or Bellows Lake Road will be towed at Renter's expense. Parking space is to be kept clean and cars must be parked in an orderly fashion. The Lessor, at the Renter's expense, may remove disabled vehicles and unregistered vehicles at any time. NO vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.).

INSURANCE AND INDEMNITY

The Renter is responsible for obtaining any insurance that may apply to its stay at The Parsons Center. The Renter shall indemnify, defend, and hold The Parsons Center, Eastern Michigan University, its affiliates, subsidiaries, agents, representatives, and employees harmless from and against all claims, causes of actions, demands, liabilities, and expenses, including attorneys' fees, arising out of any act or omission of the Renter, its respective affiliates, subsidiaries, agents, representatives, directors, officers, and employees in any way related to its stay at The Parsons Center or its responsibilities under this Agreement.

BILLING ARRANGEMENTS

All Room and Tax rates will be billed to _____.

ACCEPTANCE

As aforementioned, prior to execution by both parties, this document represents an offer by the University/Parsons Center. Unless the University/Parsons Center otherwise notifies _____ at any time prior to _____'s execution of this document, the outlined format and dates will be held by University/Parsons Center for _____ on a first-option basis for 3 working days subsequent to the offer. If _____ cannot make payment by that date, the first-option will be released, in which case neither party will have any further obligations. Upon receipt by University/Parsons Center of a fully executed version of this Agreement during the first-option time frame, it will be placed on a definite basis and will be binding upon University/Parsons Center and _____.

The University/Parsons Center and _____ have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by the Renter.

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by the University/The Parsons Center:

Name:

Title:

Signature: _____

Date:

EXHIBIT A
OCCUPANCY RULES

1. Smoking is NOT allowed on the Parson Center campus.
2. People other than those in the Renter party set forth above may not stay overnight in the property. Renters are not allowed to exceed the occupancy limits agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 10:00p.m. – 8:00a.m.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended uses.
6. EMU Faculty and staff may bring up to two dogs to the Parsons Center. Dogs must be leashed at all times and their waste disposed of properly. Students are not permitted to bring pets to the Parsons Center. Non-EMU Renters and their group are not permitted to bring pets onto the property.
7. Campfires are only permitted in the house fire ring. Never leave a fire unattended. Do not remove burning logs from the fire ring. Use water to extinguish campfires completely.
8. No off-road driving permitted.
9. No firearms or weapons are allowed on the property.
10. Students or those under 21 years old may not consume alcohol in any Parsons Center facility.
11. Parking: Parking is limited to 18 vehicle(s) at any time. Vehicles are to be parked in designated parking areas only. Parking on the Bellows Lake Road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
12. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the house, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. All Parsons linens and towels must be washed by Renter prior to departure.
13. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the house and next to the dining hall.
14. House Fireplace: The house contains a wood-burning fireplace. Please open the flue prior to starting a fire. Leave flue open until the fire is completely out. Please do not remove wood or ash from the fireplace. The site manager will clean the ash and close the flue after you depart. Failure to follow this instruction will activate house smoke detectors.
15. Dining Hall Wood Burning Stove: The dining hall contains a wood-burning stove. Please follow operating manual instructions which are located in the dining hall. Please do not remove ash from the wood burning stove. The site manager will clean this device after you depart.
16. Water and Septic: The house is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time.
17. Composting Toilet System: The dining hall contains a composting toilet system. Do not throw anything other than toilet paper into this system. Do not clean the toilets chemicals of any kind. Do not throw any combustible materials in the system. Please close the lids after each use to reduce odors.
18. Country roads can be curvy and steep. Gravel drives are well maintained at 6 inches of snow; however, we highly recommend four wheel drive and/or chains during the snow months.
19. The Center has two rowboats for guest use. The capacity of each boat is two persons. No more than two boats may access Bellows Lake from the center at one time. Bellows Lake is open to licensed fishermen. All persons using University boats will wear life jackets and observe all other rules governing the use of watercraft. The Center makes no provision for supervised swimming and assumes no responsibility for the safety of swimmers.
20. Unless otherwise stipulated, all University policies that apply on main campus also apply at the Jean Noble Parsons Center.
21. All faculty, students and visitors of the Parsons Center should stay within the perimeter of the property or within designated public lands and avoid trespass on adjacent private property.
22. All Federal, State and Local laws are to be observed.

EXHIBIT B
EASTERN MICHIGAN UNIVERSITY
Jean Noble Parsons Center for the Study of Art and Science
Non-EMU User Waiver of Liability

This agreement releases Eastern Michigan University, by and through its Jean Noble Parsons Center for the Study of Art and Science, from all harm or liability relating to injuries that may occur during the undersigned's activity at the Jean Noble Parsons Center, at 5833 Bellows Lake Road, Lake Ann, Michigan 49650 (the "Center"). By signing this agreement, I agree to hold Eastern Michigan University, its Jean Noble Parsons Center for the Study of Art and Science, as well as EMU's regents, officers, employees and agents, entirely free from any claim, liability, demand, expense, delay, or other financial obligation including financial responsibility for injuries incurred, arising from or related in any way to my participation in an activity at the Center.

I also acknowledge the risks involved in educational events at the Center. These include but are not limited to risks arising from the use and enjoyment of the facilities and environment at the Center. I affirm that I am participating in these activities voluntarily. Additionally, I do not have any health conditions that would increase my likelihood of experiencing injuries while engaging in this activity.

I will also make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed.

I, _____, fully understand and agree to the above terms.

Printed / Signature
(Participant Legal Name)

Date

EXHIBIT B
EASTERN MICHIGAN UNIVERSITY
Jean Noble Parsons Center for the Study of Art and Science
Student Assumption of Risk and Release Agreement

I, the undersigned, an Eastern Michigan University (EMU) student, in consideration for my being allowed to participate in a program at the EMU **Jean Noble Parsons Center for the Study of Art and Science (the "Center")**, and fully understanding and appreciating the risks of injury associated with my participation in a program at the Center, do hereby voluntarily and knowingly recognize, accept and assume this risk, and further, I do for myself, my heirs, and personal representatives, hereby agree to defend, indemnify and hold harmless, release, and forever discharge EMU, its regents, officers, employees, and agents from and against any and all claims, liabilities, demands, expense, delays, financial obligations or liabilities of any kind or nature that I may personally incur arising out of my participation in activities at the Center, as well as any personal injury or death which may result from my travel to and from and participation in an activity at the Center.

I understand that EMU, its **Jean Noble Parsons Center for the Study of Art and Science**, and its agents, are not responsible for any injury or loss I may suffer during periods of independent travel (which I understand are unsupervised), during my time at the Center, during any absence from the university, or during other designated EMU-supervised activities.

I hereby grant EMU, the Center, and EMU's employees and agents full authority to take whatever actions they may consider to be warranted under the circumstances regarding my health and safety, and I fully release each of them from any liability for such decisions or actions they may take in connection therewith.

I understand that this is an Eastern Michigan University Center and the EMU Student Code of Conduct, campus policies and practices, and Judicial Structure will be followed to maintain an environment that is conducive for learning, protects the university's educational purposes, maintains reasonable order, and protects the rights of all members of the University community.

I hereby waive and release all claims against EMU and its Center and its agents for any financial obligations or liabilities I may incur because of any termination of my participation in an activity at the Center. If my participation is terminated, I consent to leave the center immediately at my own expense with no refund of any fees.

I have read the terms and conditions set forth in Eastern Michigan University Parsons Center Agreement and Release for the above designated Program and understand that they constitute a part of my agreement.

The undersigned has reviewed this "Assumption of Risk and Release Agreement" to be signed this _____ **day of** _____, **201**_____.

Signature

Printed Name

If the student is under 18 years of age, a parent/guardian signature is also required.
Parent/guardian hereby agrees to the waiver, release and indemnification statement set forth above.

Signed _____
Parent/Guardian Date

EMERGENCY CONTACT INFORMATION

In case of an emergency, I hereby give my permission to contact the following person(s):

Name: _____ Relationship: _____

Phone Number: _____