



Booking Policy

Revised July 25, 2007

The DeVos Fieldhouse requires all potential clients and tenants renting this facility to complete an application for rental. Hope College and DeVos Fieldhouse management will review all applications to determine if dates requested will be held. If an application is accepted, a contract will be issued.

- All promoters are required to provide a complete application for rental.
- All promoters must provide proof of positive past experiences with three references.
- All concert promoters are required to have promoted a minimum of three events, of a similar type, at a theater, ballroom or arena with a seating capacity of 2,500 or more. Documented proof and references must be provided.
- Hope College reserves the right to make exceptions for any and all applicants on an event by event basis.

Hope College management reserves the right to protect any event dates it deems to be important to the overall mission of the Hope College. All events must be in consonance with the mission of Hope College.

Hope College and DeVos Fieldhouse management reserves the right to refuse requested dates held if any items within the application process are omitted.

A "Hold Date" may be challenged by another potential tenant. The tenant holding a date will be given one business day to fulfill the requirements of the facility contract.

Hope College requires a non-refundable deposit (cashiers check or money order), certificate of insurance and signed contract by the date indicated on the rental contract. Hope College will release dates when contract requirements are not fulfilled.

Hope College permits reserved and general admission seating at all ticketed events. Bike rack or other barricades are required during Fieldhouse floor general admissions events to ensure arena floor capacity is not exceeded. No moshing or body surfing is allowed. Hope College reserves the right to determine the necessary amount of safety equipment to ensure that event is managed in a safe and secure manner (i.e., bike rack, barricade, wristbands, etc.). The acquisition and fees for rental of safety equipment will be the obligation of the tenant.

All ticketed events are required to use Hope College's ticketing system, unless promoter receives written approval from Hope College's Ticket Office Manager.

There is NO smoking in the facility. No outside food or beverage allowed in the facility. No bottles, cans, weapons, laser lights, fireworks, alcoholic beverages or illegal substances allowed. Hope College retains the right to restrict additional items, per event.

Hope College reserves the right to adjust any rental rates as it deems to be in the best interest of the college.

Mission of the DeVos Fieldhouse

The DeVos Fieldhouse has been constructed as a multi-purpose use facility with the mission to:

- Provide facilities to host events that enhance the intercollegiate athletic programs of the College.
- Provide facilities to host events that enhance the student life programs of the College.
- Provide facilities that host events that generate activity at the College with the added benefit of returning revenue to the College.
- Provide facilities to host events that enhance the academic programs of the College.
- Provide facilities to host events that enhance the quality of life to the surrounding community.

DeVos Fieldhouse Prioritization Plan

1. Hope College Priority One Events (Men's and Women's intercollegiate athletic contests).
 - a) All dates in the traditional conference/non-conference season for teams slated to play at the DeVos Fieldhouse are held pending receipt of tentative schedule. (Typically August 15th through March 30th).
 - b) A tentative schedule is provided no less than nine (9) months prior to the commencement of the upcoming season. This schedule may include up to two times the anticipated dates required. All other dates are released for lower priority use.
 - c) Final schedule is provided no less than six (6) months prior to the commencement of the upcoming season. All other dates are released for lower priority use.
 - d) In agreement with Holland Christian Schools, Holland Christian Varsity Boys Basketball contests are included with this section.
2. Hope College Priority Two Events (including Commencement and Convocation).
 - a) Events may be booked as far out as is practical.
 - b) Events of this nature may displace any and all tentative space requests.
3. Hope College Priority Three Events (as managed by the Office of Student Development and/or the Department of Kinesiology).
 - a) Events of this type might include but are not limited to student oriented functions of a certain size and importance to the college, educational events and fairs.
 - b) Events of this type are certified by the Dean of Students and/or the Chairperson of the Kinesiology Department or their designee.
 - c) Events may be booked as far out as is practical, but no less than 9 months prior to the date of the proposed event based on the tentative schedule available at the time of the event request submission
 - d) Up to nine (9) months prior to the proposed event, events of this nature may displace any and all tentative space requests other than Priority 1 and 2 tentative events.
 - e) College Sponsored Events may be booked less than 9 months out on a space available basis.
 - f) The DeVos Fieldhouse may be made available for revenue producing Athletic camps or other camps at the discretion of the Chairperson of the Kinesiology Department or their designee. Coaches must request their preferred venue and dates to Conference Services by August 15.
4. Revenue Producing Events
 - a) Events of this nature are defined as those that pay a rental fee for the use of the DeVos Fieldhouse and may be produced either by college departments or organizations or by outside groups pursuant to the college's policies governing the use of the DeVos Fieldhouse by such organizations

- b) Events of this nature are confirmed on a first come – first served basis provided however they may not be confirmed more than 9 months prior to the event date.
 - c) Once contracted, events of this nature cannot be displaced. Prior to contracting, a review of Priority 1-3 events will be conducted to confirm there is no conflict.
5. Academic Departments/Programs and Events
- a) The use of the DeVos Fieldhouse under these circumstances is on a space available basis and may not displace events other than non-game day team practices.
 - b) Events of this type shall be certified by the Academic Department's Dean.
 - c) The use of the DeVos Fieldhouse under this section is to be of a size and importance to the college determined by the college administration.
6. Men's and Women's Intercollegiate Team Practices
- a) Requests for practice times may be placed with the DeVos Fieldhouse as much as 60 days prior. Availability will be confirmed no less than 30 days prior.
 - b) Practices cannot displace Priority 1-5 events under any circumstances. The DeVos Fieldhouse retains the right to displace practice times as needed for operational and event related reasons provided the practice can reasonably be held elsewhere on campus.
 - c) The DeVos Fieldhouse will be made available by 2:00 p.m. the day before a scheduled home contest for practices
7. Community/Development Events – Non-Revenue Producing
- a) The DeVos Fieldhouse may be made available for community use for no, or nominal, rental fee at the discretion of the Office of the Vice President of Finance, on a space available basis.

Payment for Services

8. Department of Kinesiology
- a) Rental Fee – There shall be no rental fee assessed for the use of the DeVos Fieldhouse by the Department of Kinesiology
 - b) Direct Expenses – The Department of Kinesiology shall be responsible for all direct expenses associated with the use of the DeVos Fieldhouse for competition.
9. College Departments, Organizations, and Academic Departments
- a) Rental Fee – A rental fee will be assessed for the use of the DeVos Fieldhouse by College Departments.
 - b) Direct Expenses – College Departments shall be responsible for all direct expenses associated with the use of the DeVos Fieldhouse.
10. Outside Organizations
- a) There will be a rental fee assessed on all outside organizations utilizing the DeVos Fieldhouse in accordance with the published rate structure.
 - b) Direct Expenses – Outside Organizations shall be responsible for all direct expenses associated with the use of the DeVos Fieldhouse in accordance with the published rate structure.
 - c) Revenue – Outside Organizations shall have the right to retain all ticket revenues generated from the hosting of activities at the DeVos Fieldhouse less applicable taxes and fees. Revenues generated by other ancillary services, including but not limited to the sale of food and beverage, novelties, and parking shall be collected and retained by Hope College.

Scheduling Status Definitions – Outside Organizations

11. Tentative - Dates shall be temporarily held pending the advancement to definite status or notification of cancellation by either party. All tentative date holds shall include an expiration date. All Tentative date holds shall be subject to the challenge procedure below, and confer no rights to the party making the request.
12. Definite - Dates held upon receipt of written confirmation of the request for the event from Hope College and a non-refundable deposit consisting of 50% of total rental cost. Definite dates are not subject to challenge, but may be released at any time by the DeVos Fieldhouse upon written notification to the event and the return of the deposit.
13. Confirmed - Dates are confirmed upon the execution of a current contract and receipt by Hope College of deposits under the schedule as established.

General Policies

14. The College retains the right to allow the use of the DeVos Fieldhouse in accordance with its sole determination of the appropriateness of such use.
15. Organization shall not occupy or use the DeVos Fieldhouse except as provided in this Agreement.
16. Organization shall comply with all legal requirements which arise in respect of the DeVos Fieldhouse and the use and occupation thereof.
17. Organization shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported within the DeVos Fieldhouse. **"Hazardous Material"** shall mean, without limitation, those substances included within the definitions of "hazardous substances", "pyrotechnics" "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
18. Organization shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the DeVos Fieldhouse except upon written permission of the College.
19. Organization shall not broadcast by internet, television or radio any event scheduled to be presented in the DeVos Fieldhouse under the terms of this agreement without the prior written approval of the College. If approval is granted by the college, then all monies received from such broadcast will be considered as broadcast revenues for the purpose of determining the broadcast fee due to the college.
20. Organization shall not engage in the sale and/or distribution of food and/or beverages at the DeVos Fieldhouse.
21. Organization shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used at the DeVos Fieldhouse.
22. Organization shall not operate any equipment or materials belonging to the College without the prior written approval of the College.
23. Organization, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an event, to the extent applicable. Organization and its representatives shall provide assistance to the College in its efforts to control and prevent such ticket "scalping".
24. No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the DeVos Fieldhouse is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
25. If the rental fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the DeVos Fieldhouse, without first having made a written request and received the prior written consent of the College. In such event, donations or collections are granted by the

- college in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for the purpose of determining the rental fee due to the College.
26. Organization shall abide by and conform to all rules and regulations adopted or prescribed by the college pursuant to a certain operating handbook, a copy of which will be provided to College.
 27. With respect to any event at the DeVos Fieldhouse, any organization shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "**Works**"), and to the protection of the intellectual property rights associated with such Works.
 28. Organization shall use, with prior College written approval, the DeVos Fieldhouse's logo (the "**DeVos Logo**") in all advertising controlled by or done on behalf of Organization relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising.
 29. The sale of tickets for events at the DeVos Fieldhouse shall be controlled by the DeVos Fieldhouse and receipts distributed pursuant to the above provisions and/or the Use License Agreement. The DeVos Fieldhouse shall retain all revenues associated with the provision of ticketing services on behalf of the College.
 30. The College retains the right to refuse to schedule an event that in its sole determination is of such character or occurs at such time or in such circumstances that they are likely to conflict with any College activity, program, or event or are contrary to the interests of the College.

Insurance Requirements

31. Outside Organizations shall, at its own expense, secure and deliver to the DeVos Fieldhouse not less than thirty (30) days prior to the first Event and keep in force at all times during the term of the occupancy of the DeVos Fieldhouse:
 - a) Comprehensive general liability insurance policy in form acceptable to the DeVos Fieldhouse, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices.
 - b) Comprehensive automotive bodily injury and property damage insurance in form acceptable to the DeVos Fieldhouse for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage)
 - c) Workers compensation insurance for Licensee's employees, as required by applicable law.
 - d) The DeVos Fieldhouse and Hope College shall be named as additional insureds.
 - e) The coverage provided under such policies shall be occurrence-based, not claims made.
 - f) The coverage limits contained on such policies shall be on a per-occurrence basis only.
 - g) The failure of the Organization to provide insurance shall preclude the Event from taking place