

## **TIFFIN UNIVERSITY CAMPUS FACILITY RENTAL AGREEMENT**

This agreement made as of November 12, 2025, ("Agreement" or "Contract") is by and between Tiffin University, a tax-exempt entity pursuant to 26 U.S.C. § 501(c)(3), whose address is 155 Miami St., Tiffin, Ohio 44883, on behalf of itself, its directors, officers, agents, employees, successors and assigns ("University" or "TU") and Tiffin City Schools on behalf of itself/himself/herself, its/his/her members, guests, participants, shareholders, directors, officers, agents, employees, successors and assigns ("Contractor"), whose address is 244 S. Monroe St., Tiffin, OH 44883. Contractor and University may also be referenced individually as "Party" or collectively as "Parties" in this Agreement.

### **RECITALS:**

- A. University owns and operates a Facility commonly known as *The Heminger Center* located at 350 Miami St., Tiffin, Ohio, 44883.
- B. Contractor wishes to rent the *Court Combo 1, 2, 3, & 4/Track/Turf Room* portion of The Heminger Center for the 2026 Tiffin City Schools Commencement Ceremony on May 16, 2026 from 6:00 pm to 9:00 pm, in which approximately 2,500 individuals will participate in the Event.
- C. University agrees to rent the Rental Location to Contractor for the Rental, provided Contractor strictly complies with all the terms and conditions of this Agreement.

### **PROVISIONS:**

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy which are both acknowledged, the Parties agree as follows:

1. **Rental Location:** University, for and in consideration of the covenants contained in this Agreement, rents to Contractor the Rental Location only. Contractor's use of the Rental Location is limited to the Rental Location during the time and date of the Event; for the number of individuals described herein; and for the sole purpose of the Event. Contractor accepts the Rental Location and all real and personal property of University ("Property") in its present "AS-IS" condition and acknowledges that Contractor has been given the right to inspect same. Contractor acknowledges the Property is in perfect condition in every particular and that any damages realized after the Rental subject to the sole discretion of TU, shall be Contractor's sole responsibility and expense.

2. **Term, Access, and Termination:** Contractor shall have access to the Rental Location to set up for the event beginning Friday, May 15, 2026 at 8:00 am prior to the Rental. The Rental shall end immediately at 9:00 pm on May 16, 2026. Further, TU may terminate the Rental at any time in which University, at its sole discretion, determines Contractor's use of the Rental Location or

Property is contrary to University's policies, ideals, or perception as to the proper use of the Rental Location or Property.

3. Scope of Contract: The goods and services that the University agrees to provide, together with corresponding fees Contractor shall be obligated to pay, are outlined in the agreement with Event Services and the University, a copy of which is attached and incorporated by reference as Exhibit "A." (Invoice).

4. Financial Arrangements/Obligations: The payment schedule, miscellaneous fees, and other financial arrangements and obligations of the Parties are outlined in Exhibit A.

5. Compliance with Laws and Regulations: Contractor shall comply with all local, city, county, state, and federal laws, ordinances, rules and regulations of any duly constituted authority present and future affecting or respecting the use or occupancy of University Property.

6. Assumption of Risk and Waiver of Liability: Contractor, acknowledges, agrees and represents that it/he/she has or will immediately, upon entering any portion of University Property and will continuously thereafter, inspect the Property and that if, at any time, it/he/she feels unsafe or recognize a potentially hazardous condition, it/he/she will immediately notify University officials, leave the area and refuse to further participate in the Event. Contractor assumes full responsibility for any risk of bodily injury, death or property damage arising out of or in any way related to Rental whether caused by University negligence or otherwise. Contractor completely, irrevocably and unconditionally releases, waives and forever discharges University from and against any and all claims, demands, lawsuits, causes of action and/or liability whatsoever involving any matter arising out of or in any way related, directly or indirectly, to the Property or Rental. Upon TU's request, Contractor shall obtain and provide in a form acceptable to University a Waiver of Liability and Assumption of Risk form completed and executed by all participants in Event. Said forms must be properly completed and provided to University prior to the beginning of the Event.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless the University from and against any claim arising out of resulting from or in any way related to the use of the University's facilities, premises, and equipment or this Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, cost, award, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including but not limited to loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor and its agents, employees, representatives, volunteers, guests, invitees, or other participants. The Contractor's obligation to indemnify, defend, and hold harmless applies to any claim arising at any time after this Contract is executed, including but not limited to any claim arising after the end of this Contract's term or the termination of this Contract.

The University assumes no responsibility for loss or theft of personal property, including but not limited to money or other valuables, of Contractor or any of its agents, employees, representatives, volunteers, guests, invitees, or other participants. The University shall not be liable for any property damage sustained by the Contractor or its agents, employees, representatives, volunteers, guests, invitees, or other participants.

8. Miscellaneous. This Contract shall be governed in all aspects by the laws of the State of Ohio. The University is not and shall not become by this Contract or by any rights granted or reserved herein a partner, agent, representative, or joint venture of or with the Contractor in the conduct of the Contractor's operations or otherwise. The conditions, covenants and agreements in this Contract to be kept and performed by TU and Contractor shall bind and inure to the benefit of their heirs, personal representatives, successors, agents, and assigns. No waiver of any condition or

covenant of this Contract by either Party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Contract shall be constructed to be a waiver of any right or remedy in law or otherwise. If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Contract contains the entire agreement between the Parties and supersedes all prior understandings regarding same. The Recitals set forth herein are incorporated by reference and made part of this Contract. All remedies under this Contract or by law or equity shall be cumulative.

**The University and the Contractor hereby agree to all provisions of this Contract.**

For TIFFIN UNIVERSITY  
Event Services:

For: Contractor Name

Kelly Spahr      11/12/25  
Signature                      Date

Kelly Spahr

Name

Signature

Date

Name

Event Services Coordinator

Title

Title

## Confirmation

Group	Reservation: 26493
Nancy Warnement	Event Name: Tiffin Columbian Graduation
Tiffin City Schools	Status: Confirmed
244 South Monroe St	Phone: 419-447-6331
Tiffin, OH 44883	Email Address: nancy_warnement@tiffincityschools.org
	Event Type: Graduation

Bookings / Details	Quantity	Price	Amount
<i>If your event requires amenities (i.e. tables/chairs/AV etc..) and you did not submit them when the request was made, you must enter the required amenities no later than 1 week prior to your event. Failure to notify the Event Services department of the required amenities could result in you not having the appropriate amenities and/or cancellation of your event.</i>			

### Saturday, May 16, 2026

#### 6:00 PM - 9:00 PM Tiffin Columbian Graduation (Confirmed) HEMING Court Combo 4 Courts

Reserved: 7:00 AM - 11:00 PM

To Be Determined for 1

Room Charge:	1	\$1,500.00	\$1,500.00
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Amenities:

Chairs - Folding Chair	2500		
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Table - 8ft Serving Table	2		
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Laptop	1		
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Microphone - Wireless Microphone	1		
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Podium	1		
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Projector Screen - 17 ft. Portable Screen	1		
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Projector	1		
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TU Back Drop (curtain behind stage)	1		
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green panels only

Chair Lift	1		
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Stage - Other	1		
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32 X 20

Housekeeping:

6:00 PM - 9:00 PM Housekeeping

Housekeeping	1		
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#### 6:00 PM - 9:00 PM Tiffin Columbian Graduation (Confirmed) HEMING Track

Reserved: 7:00 AM - 11:00 PM

\*Standard for 100

Room Charge: (3 hours @ \$75.00/hr)	1	\$225.00	\$225.00
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Less 100% Discount			-\$225.00
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#### 6:00 PM - 9:00 PM Tiffin Columbian Graduation (Confirmed) HEMING Turf

Reserved: 7:00 AM - 11:00 PM

\*Standard for 100

## Bookings / Details

	Quantity	Price	Amount
Room Charge: (3 hours @ \$250.00/hr)	1	\$750.00	\$750.00
Less 100% Discount			-\$750.00
Subtotal			\$1,500.00
Grand Total			\$1,500.00

We are committed to providing you with the highest level of customer satisfaction possible. For questions or concerns please contact Event Services at 419-448-3593