

FACILITIES USE AGREEMENT

MANSFIELD UNIVERSITY

And

This agreement is made this day of by and between Mansfield University of Pennsylvania of the State System of Higher Education (hereinafter University), an institution of higher education and government instrumentality existing pursuant to Act 1982-188, 24 P.S. § 20-2001-A, et seq., located at Mansfield, Pennsylvania

and

(hereinafter User),

The University and the User, intending to be legally bound by this contract, agree that the University will provide the services and/or use of facilities described in the riders, attached hereto and incorporated herein as follows:

Rider A. Terms and Conditions 4 pages

The User agrees to comply with all terms and conditions of the above-mentioned riders. The signatures below indicate an understanding and agreement with all the conditions by both parties and is made with the full knowledge and consent of the signers.

SIGNED FOR THE UNIVERSITY

SIGNED FOR THE USER

(date)

(date)

Kathryn Crossin
Name (printed)

Name (printed)

Interim Vice President for Finance & Administration
Title

Title

**RIDER A
TERMS AND
CONDITIONS**

I. Facility Use

- 1.1. Name and location of facility (include floor, room number, etc.):
- 1.2. Purpose for which facility is to be used:
- 1.3. Date(s) and time(s) of use (beginning and end times):
- 1.4. Total amount due to University for facility rental fee:
- 1.5. Other Charges (damage deposits, catering etc.):
- 1.6. Janitorial services will not be provided unless there is a specific statement to that effect in Section II of this contract, below.

II. Provision of Services

The University will provide the services described below:

- 2.1 Term of agreement (or specific dates and times):
- 2.2 If final billing is to be determined by amount and/or type of service use, provide details:
N/A
- 2.3 It is further understood that the User will provide or do the following:
N/A

III. Payment:

3.1 (Check one)

FULL PAYMENT is due 30 days from the date of invoice.

Arrangements for billing are acceptable to the University as follows: _____

The total estimated cost for the usage of facilities to the client, will be

and/100 (\$) which includes the cost of as described above.

IV. General

- 4.1 If all charges are not paid within thirty (30) days of final invoicing, the User will pay the University, upon demand, interest on the amount of the overdue charge at the highest legal rate permissible, but in no event more than 1.5% interest per month from the date the charge became due.
- 4.2 A deposit may be required in advance for the use of the facilities described in this contract. At the end of the use, the deposit will be returned if the User has returned the facility to the University in its original condition, ordinary wear and tear accepted. Where janitorial service is not provided by this contract the University may, without limitation on other uses, use the deposit to reimburse itself for janitorial services required by the User's failure to comply with this provision, and the User shall, promptly upon notice, pay the University for any janitorial services or damages in excess of the deposit.
- 4.3 Insurance. The User shall provide the University in advance of any use a copy of a certificate of insurance covering property damage liability and bodily injury in amounts of no less than two hundred fifty thousand dollars (\$250,000.00) per person and one million dollars (\$1,000,000.00) per incident. The University must be named as an additional insured on any such certificate, and the certificate shall provide that the insurance carrier will provide advance notice to the University of any termination, cancellation or discontinuance or modification in coverage of the insurance.
- 4.4 User agrees that neither the University nor any organization affiliated with the University, nor any of the University's officers, agents, or employees (collectively the University), are responsible for the loss or damage to users' personal property by fire, theft, vandalism, or other hazard without regard to whether it is alleged or true that the loss is due to University's neglect of any duty or willful or intentional action. Further, User agrees to indemnify, defend and hold harmless the University and its officers, agents and employees from all liability and/or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injury or due to instances of or damage to personal property, arising from or related to the use of the facilities provided in this agreement, or attendant to or related to such use. The User's hold harmless obligation under this agreement includes an obligation to defend, indemnify and hold harmless the University from all such liability regardless of whether it is alleged or true that the liability is due to neglect of duty by the University, or even if it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the officers, agents and employees of the University.
- 4.5 This contract contains the entire contract between the University and the User, and supersedes all prior or contemporaneous oral or written agreements.
- 4.6 License Only. The University grants the User a personal, nontransferable, revocable license only. No leasehold interest for the use of facilities is created under this contract.
- 4.7 Limitation of Liability. In providing the User with services or the use of facilities, the University is not accepting any responsibility for their utilization or for any decisions of the User which may be made in connection with them. The User agrees that the liability of the University under this contract for damages, regardless of the form of action, shall not exceed the total amount to be paid by the User under this contract. In no event will the University be responsible for any consequential damages incurred by the User with respect to this contract, or any matter pertaining thereto, even if the University has been advised of the possibility of such damages. The University and the User acknowledge that the University and the User are independent contractors in regard to this contract and the University is not the User's agent for any purpose whatsoever, nor is User the University's agent for any purpose. Neither party will have the authority to enter into any contract or assume any obligation for the other, and nothing herein will be construed to establish any partnership, joint venture or principal- agent relationship between the University and the User.
- 4.8 Cancellation. The University may cancel this contract at any time by giving the User ten (10) days' written notice. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service by First Class Mail, postage prepaid.
- 4.9 In case of damage or destruction of the property of the University due to conduct, whether intentional or unintentional, by User or User's program participants, and not due to ordinary wear and tear, the User will be responsible for the cost of replacing the property destroyed or, at the University's option, for the cost of restoring the property to its original condition.
- 4.10 User agrees that no activity shall be conducted on the University's premises in violation of any applicable law or in violation of any University regulation, or reasonable direction that may be issued from time to time by University administration. Advertising on the University's premises shall be limited as directed by the University's personnel and regulations.

- 4.11 The University or its designee reserves the exclusive right to operate all concessions for the sale of refreshments, catering and parking, and generally for the sale of all goods and services on University premises. The User may not engage in such activities unless there are explicit provisions in this contract granting permission to the User. Parking by User and User's participants shall be in accordance with University regulations.
- 4.12 The User agrees not to modify or deface the facilities of the University in any way, and understands that this provision includes a requirement that the University's permission must be granted specifically for any decorations placed on or about University facilities by the User.
- 4.13 The User may not sell tickets for any attraction on University premises in excess of the number of seats available for any presentation that may be described in this contract, this number to be determined by the University in writing in consultation with the User. In no event will stairs, aisles, halls and foyers be obstructed.
- 4.14 The University accepts no responsibility whatsoever for any property brought onto University premises, and the University is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by the User in connection with the performance of this contract.
- 4.15 The University reserves the right to eject any objectionable person or persons from University premises at all times, including periods when services or facilities are being provided to the User pursuant to this contract.
- 4.16 The University shall have no liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.
- 4.17 The User may not assign this agreement without the written permission of the University. No change shall be made in any of the terms or provisions of this agreement, nor shall any of them be waived without the prior written consent of both parties. This agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 4.18 The User shall, by signing this contract, accept responsibility for additional charges which are payable immediately upon demand in accordance with University rules, rates and regulations for all additional goods and services provided. This includes, but is not limited to, repairs or replacement of damaged, defaced or stolen University property and equipment, extraordinary cleaning or logistics services, or the need for extraordinary intervention of University personnel (police, security, residence hall administrators), any of which are necessitated by inadequate supervision or improper conduct of User and/or its program participants. Extraordinary, for the purposes of this contract, shall mean going beyond what is usual, regular, customary, or specified herein and shall be applied at the sole discretion of the University.
- 4.19 All Users must adhere to all fire and safety codes and regulations.
- 4.20 Utilities installations, connections, extensions or adaptations shall not be made without the prior written approval of the University's Director of Facilities or designee.
- 4.21 Light and switch panels, staging, electrical, electronic and public address systems shall not be operated without the prior written approval of the University's Director of Facilities or designee.
- 4.22 Only those facilities specified for use in this agreement shall be used.
- 4.23 The User shall, by signing this contract, ensure that activities including minor children (under age 18) are properly supervised. The following adult to child ratio must be maintained at all times: One adult (21 years +) per 6 children 5-10 years of age, One adult (21 years +) per 8 children 11-18 years of age. The User is responsible for ensuring supervision ratios are maintained at all times during the event and will be responsible for communicating all rules and regulations to his/her group.