

WESLEYAN UNIVERSITY MASTER FACILITY USE AGREEMENT

This Agreement, entered into as of _____, 20____ (the "Effective Date") between Wesleyan University ("Wesleyan") with an address of 55 High Street, Middletown, CT 06457 and _____ ("User") with an address of _____, represents specific agreements and understandings between Wesleyan and User which will apply to the use by User of certain property or premises of Wesleyan all as further described herein (the "Use").

I. **Scope of Agreement.** Wesleyan hereby grants to User permission to use the following in "as is / where is" condition without representation or warranty of any kind:

(Name of Facility, Room(s), etc.)

(List of any Equipment that will be used)

(collectively, the "Facilities") for the sole purpose of _____
(describe event including number of attendees)

on _____ between the hours of _____ and _____ (the "Event").
(date or dates)

II. **Fees.** In consideration of the Use, User agrees to pay Wesleyan the sum of \$_____. In addition, User accepts full responsibility for paying all operating or other expenses in any way related to the Event. A schedule of estimated expenses is as follows:

| | |
|-----------------------------------|----------|
| Police, Campus, or other Security | \$ _____ |
| Parking Services or Fees | \$ _____ |
| Setup | \$ _____ |
| Cleanup | \$ _____ |
| Dumpsters/Trash/Removal | \$ _____ |
| Other Custodial | \$ _____ |
| First Aid/Medical | \$ _____ |
| Catering | \$ _____ |
| Other | \$ _____ |

These estimates are provided only for a convenience. Actual expenses will be charged at the conclusion of the Event. All fees or costs described in this Article II or elsewhere in this Agreement may hereinafter be referred to as the "Fees". The Fees shall be due and payable, without deduction or setoff of any kind, as follows:

| | |
|----------------------------------|------------------|
| Upon execution of this Agreement | \$ _____ |
| On or before _____ | \$ _____ |
| On or before _____ | \$ _____ |
| On or before _____ | \$ _____ |
| On or before _____ | \$ _____ |
| Upon final invoice from Wesleyan | <u>\$Balance</u> |

III. **Additional Services.** User has and accepts full responsibility to ensure that all necessary services are provided with respect to the Use so that the Event is conducted safely and in accordance with all applicable, law, rule, and regulation. All such services shall be approved in advance by Wesleyan and conducted by providers approved in advance by Wesleyan. Wesleyan reserves the right to a) insist on the provision of any services, in Wesleyan's discretion, necessary for the Event; b) designate the provider of such services if not provided directly by the Wesleyan; and c) charge the cost of such services in full to User as a Fee hereunder

which User agrees to pay. Wesleyan reserves the right to require advance payment by User to any service provider.

- IV. Damage & Responsibility.** User agrees to exercise due care in the use of the Facilities and, at the conclusion of the Event, leave and/or return the Facilities in as good condition as when received, and User hereby accepts full responsibility for any and all damage of any type, caused by anyone in any way, to the Facilities during the Event. The cost of repairing any such damage may be charged by Wesleyan to User and shall be paid as a Fee by User as provided for herein.
- V. Indemnity.** User hereby agrees to indemnify, defend, and save harmless Wesleyan, its trustees, officers and employees, from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Wesleyan in any way related to User or its employees, agents, independent contractors, vendors, or invitees or the Use of the Premises or the Event. User expressly agrees that its obligations of defense and indemnification shall apply to any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages caused or claimed, in whole or in part to be caused by a) the strict liability, negligence, action or inaction of User, any employee, agent, independent contractor, invitee or vendor of User and/or b) the joint negligence, action or inaction of User, any employee, agent, independent contractor, invitee or vendor of User on one hand and the Wesleyan on the other. User's obligations of defense and indemnification hereunder shall not apply to any claim or loss proven to be caused by the willful misconduct of Wesleyan. Wesleyan may elect to defend any indemnified claim hereunder with its own counsel at User's expense pursuant to this indemnity.
- VI. Insurance.** User shall obtain and maintain, at its expense, all necessary insurance coverage, including without limitation, public liability, auto, and workers' compensation insurance as set forth on **Schedule A** attached hereto. All such policies shall provide that the required coverage shall not be terminated without at least thirty (30) days' prior written notice to Wesleyan.
- VII. Compliance.** User has full responsibility for and covenants to ensure that the Use of the Facilities is in accordance with all applicable local, state, and federal regulations and law, including but not limited to those pertaining to licensure, taxation, health codes and fire prevention. User assumes full responsibility for the acts and conduct of all persons admitted to the Event and/or the Facilities hereunder. Wesleyan reserves the right to eject any person or persons deemed objectionable to Wesleyan in its sole discretion.

User a) understands that Wesleyan is involved in contractual relationships with the State of Connecticut and b) has read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut General Statutes regarding nondiscrimination and affirmative action (the "Nondiscrimination Provisions"). As a required prerequisite to entering into this Agreement, User understands and agrees to be bound by the terms of the Nondiscrimination Provisions, all of which are incorporated herein by reference.

- VIII. Assignment/Subcontracting.** Neither this Agreement nor any interest herein may be assigned or subcontracted by User without the prior written consent of Wesleyan.
- IX. Loss of Facility - User.** User hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the Facilities or any system serving them same. In the event the Facilities or any part thereof are damaged by fire, flood, weather, impairment or other reason which, in the judgment of Wesleyan, renders the fulfillment of its obligations under this Agreement impossible or impractical, User hereby expressly releases and discharges Wesleyan and its trustees, officers and employees from any and all demands, claims, actions or liability arising out of any such causes.
- X. Termination and Cancellation.** Wesleyan may terminate this Agreement at any time in its discretion. If Wesleyan terminates because of breach by User of the terms hereof or of any rule applicable to the use of the Facilities, the User shall remain obligated to make full payment of all Fees hereunder. If Wesleyan terminates for no reason, for its sole convenience, or if Wesleyan determines that the Facilities are no longer suitable for the Event hereunder for any reason, Wesleyan shall refund User Fees paid hereunder on a pro rata basis and less any costs or expenses incurred by Wesleyan. User agrees that cancellation or postponement of any event or activity related to the Use, unless permitted by Wesleyan in writing, may be considered as a breach by User of this Agreement and any and all Fees relating thereto shall thereafter be due upon demand from Wesleyan.

- XI. Right of Access & Additional Rules.** Nothing contained herein shall in any way limit Wesleyan's free right of access to the Facilities at any time for any reason, including, but not limited to the investigation of violations. User recognizes and understands that additional rules and procedures may govern the Use of the Facilities hereunder, including, but not limited to any specific rules set forth on **Schedule B** hereof (**the "Rules"**). User, on behalf of all who make use of the Facilities hereunder, covenants and agrees to comply with all Rules.
- XII. Complete Agreement.** This Agreement, any attachments, exhibits, or schedules hereto and any items incorporated herein by reference, contain the entire agreement between Wesleyan and User, and no other agreement or understanding purporting to add to or modify the terms and conditions hereof shall be binding upon Wesleyan unless agreed to by Wesleyan in writing on or subsequent to the date of this Agreement. The unenforceability in whole or in part of any term or condition of this Agreement shall not affect the enforceability of any other parts of this Agreement.
- XIII. Applicable Law & Jurisdiction.** This Agreement shall be governed by the laws of the State of Connecticut, United States of America, without regard to application of conflicts of laws principles that would require the application of any other law. User hereby submits to the exclusive jurisdiction of the Courts located in or serving Middletown, Connecticut.
- XIV. Remedies.** Wesleyan's remedies shall be cumulative, and remedies specified herein do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or other provision. Acceptance of any items or payment therefore shall not waive any breach. Wesleyan may set off any amount due from User to Wesleyan or any subsidiary of Wesleyan, whether or not under this Agreement, against any amount due User hereunder.
- XV. Confidential Information.** All information or data furnished by Wesleyan to User in connection with the performance of this Agreement by User, including but not limited to User's name and identity, logos, etc. are the exclusive property of Wesleyan and such information and data shall not be disclosed to others nor used for any purpose without the prior written consent of Wesleyan. User shall not transmit a description of or any portion of any event occurring on Wesleyan premises including the Facilities by any means, including website, print media, radio or television broadcast or other transmission without the express written permission of Wesleyan.
- XVI. Gifts.** Wesleyan policy prohibits Wesleyan trustees, employees, and affiliates from accepting any gifts, gratuities or other benefits that go beyond the common courtesies usually associated with business practices from any business affiliate of Wesleyan or that exceed token or nominal value. Any payment of cash or cash equivalents (gift certificates, etc.) by a business affiliate to any Wesleyan employee is strictly prohibited. Wesleyan employees are required to report any gifts offered or given that are not in compliance with this policy. Similarly, if a Wesleyan employee solicits a payment or inappropriate gift from any business affiliate, the affiliate should immediately report the violation to the employee's immediate supervisor. A business affiliate who receives repeated solicitations from any individual, or solicitations from more than one individual, should report the matter to the Wesleyan's SVP for Finance and Administration at the address first listed above.
- XVII. Conflicts of Interest.** All Wesleyan employees are expected to avoid any investment, interest or association which interferes, might interfere, or might be thought to interfere with the employee's independent exercise of judgment in Wesleyan's best interest. A conflict of interest may exist where the employee, any member of his or her family or any close personal relation (i) has a significant direct or indirect financial interest in, or obligation to, an actual or potential competitor, supplier or customer; (ii) is a principal, officer or representative of a supplier or customer with whom the employee conducts business on Wesleyan's behalf; or (iii) accepts gifts of more than token or nominal value from an actual or potential competitor, supplier or customer. Wesleyan employees are required to disclose any possible conflicts of interest to the general managers of the applicable company or division, or to the applicable corporate department head. Similarly, business affiliates are required to disclose any possible conflict of interest to the Wesleyan employee(s) with whom they are negotiating or, if the possible conflict involves such persons, to the SVP for Finance and Administration.
- XVIII. Concessions & Vending.** Unless otherwise specifically agreed to by Wesleyan in writing, the rights to all food and drink catering, concessions and/or vending are reserved by Wesleyan.

XIX. Personal or Other Property. Wesleyan has no responsibility for any personal or other property brought to or left in or on Wesleyan premises, including the Facilities and User's indemnity of Wesleyan as provided for herein shall extend to losses, claims, damages, etc. related to any such property.

XX. Modifications. User shall make no temporary or permanent modifications to the Facilities without the express written permission of Wesleyan.

XXI. Authority. User's representative signing below verifies that they have read this complete Agreement, understand its contents, and have full authority to bind and hereby bind User.

XXII. Miscellaneous. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of Wesleyan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above written.

WESLEYAN UNIVERSITY

_____ ("**User**")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A

**Wesleyan University
FACILITY USE INSURANCE REQUIREMENTS
EFFECTIVE 2024**

During the term of this Agreement the User shall carry and maintain at its own cost and expense the types of coverage listed, protecting Wesleyan and User from claims which may arise out of or result from User's performance under this Agreement, whether such performance be by User or by any subcontractor or agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The User shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Wesleyan.

The minimum amounts of insurance coverage to be provided by User hereunder shall be the greater of the amounts required by law and the following minimum amounts:

Insurance Coverages

Minimum Coverage

Commercial General Liability Insurance, including Bodily Injury, Property Damage, Products and Completed Operations, Contractual Liability, and Liquor Liability with limits of not less than \$1,000,000 per occurrence /\$2,000,000 aggregate. **Sexual Abuse and Molestation shall not be excluded.**

\$1,000,000/\$2,000,000*

Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement.

Connecticut statutory limit each accident; Employers Liability coverage of \$500,000 each accident bodily injury by accident/\$1,000,000 policy limit bodily injury by disease/\$500,000 each employee bodily injury by disease or as required by Umbrella policy.

Automobile Liability Insurance

Including owned, non-owned and hired automobiles used in connection with the activities undertaken under this agreement with combined single limit of \$1,000,000 for property damage and bodily injury per occurrence.

Excess Umbrella Coverage

\$1,000,000 each occurrence**
The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

User agrees that:

1. **“Wesleyan University, its officers, agents, servants and/or employees”** shall be named as an Additional Insured under the Commercial General Liability, Automobile Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies;
2. Wesleyan may inspect such policies at all times;

3. User will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Wesleyan thirty (30) days written notice of termination, alteration, or change therein;
4. User will cause the insurance company or companies to furnish Wesleyan with certificate(s) of insurance to be delivered to Wesleyan prior to the execution of this Agreement, User shall be liable to the Wesleyan for the consequences of User's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give User thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. User's insurance certificate(s) shall also include "Wesleyan University, its officers, agents, servants and/or employees" as an Additional Insured in a conspicuous location.
5. User shall submit for review by Wesleyan upon Wesleyan's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If User fails to maintain such insurance or deliver said certificates or policies, Wesleyan may terminate this Agreement upon not less than thirty (30) days written notice unless User corrects the deficiency within thirty (30) days.
6. The Commercial General Liability, Automobile Liability and Excess Umbrella insurance policies required in this paragraph shall state that such policies are primary and non-contributory with any insurance maintained by Wesleyan University.
7. The Workers' Compensation policy required in this paragraph shall contain an endorsement waiving any and all subrogation rights and any rights to bring any and all Intervening Complaints in any third-party actions as to the Wesleyan, its officers, agents, servants and/or employees.
8. Insurance Carrier must be rated A- or better by A.M. Best.

* Wesleyan may require increased general liability or professional liability coverage and/or other insurance coverage for select engagements, including but not limited to environmental engagements.

** Wesleyan may require increased (or allow lessened) Excess Umbrella Coverage for select engagements.

Schedule B

**Wesleyan University
SPECIFIC FACILITIES RULES**