

WESLEYAN UNIVERSITY MASTER FACILITY USE AGREEMENT

This Agreement, entered into as of _____, _____ (the "Effective Date") between **Wesleyan University** with an address of 237 High Street, Middletown, CT 06459 (hereinafter referred to as "University") and _____ (hereinafter referred to as "User"), represents specific agreements and understandings between University and User which will apply to the use by User of certain property or premises of University all as further described herein (the "Use").

I. Scope of Agreement. University 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 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 University 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 University	\$ <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 University and conducted by providers approved in advance by University. 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 University; and c) charge the cost of such services in full to User as a Fee hereunder which User agrees to pay. University 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 University 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 the University, 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 University in any way related to User or its 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, invitee or vendor of User and/or b) the joint negligence, action or inaction of User, any employee, invitee or vendor of User on one hand and the University 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 the University. University 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 University.
- 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. University reserves the right to eject any person or persons deemed objectionable to University in its sole discretion.
- User a) understands that University 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 University.
- 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 that the Facilities or any part thereof are damaged by fire, flood, weather, impairment or other reason which, in the judgment of University, renders the fulfillment of its obligations under this Agreement impossible or impractical, User hereby expressly releases and discharges University 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.** University may terminate this Agreement at any time in its discretion. If University 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 University terminates for no reason or for its sole convenience, University shall refund User Fees paid hereunder on a pro rata basis and less any costs or expenses incurred by University. User agrees that cancellation or postponement of any event or activity related to the Use, unless permitted by University 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 University.
- XI. Right of Access & Additional Rules.** Nothing contained herein shall in any way limit University'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 University and User, and no other agreement or understanding purporting to add to or modify the terms and conditions hereof shall be binding upon University unless agreed to by University 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.** University'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. University may set off any amount due from User to University or any subsidiary of University, whether or not under this Agreement, against any amount due User hereunder.
- XV. Confidential Information.** All information or data furnished by University 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 University and such information and data shall not be disclosed to others nor used for any purpose without the prior written consent of University. User shall not use the University's name or images in any media, descriptions, etc. nor shall it transmit a description of or any portion of any event occurring on University premises including the Facilities by any means, including website, print media, radio or television broadcast or other transmission without the express written permission of University. The following statement must be printed on any and all printed documents associated with the Use; "Wesleyan University is solely a paid provider of space for this event and does not support the position of any group."
- XVI. Gifts.** University policy prohibits University 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 University or that exceed token or nominal value. Any payment of cash or cash equivalents (gift certificates, etc.) by a business affiliate to any University employee is strictly prohibited. University employees are required to report any gifts offered or given that are not in compliance with this policy. Similarly, if a University 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 University's VP for Finance and Administration at the address first listed above.
- XVII. Conflicts of Interest.** All University 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 University'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 University's behalf; or (iii) accepts gifts of more than token or nominal value from an actual or potential competitor, supplier or customer. University 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 University employee(s) with whom they are negotiating or, if the possible conflict involves such persons, to the VP for Finance and Administration.
- XVIII. Concessions & Vending.** Unless otherwise specifically agreed to by University in writing, the rights to all food and drink catering, concessions and/or vending are reserved by University.
- XIX. Personal or Other Property.** University has no responsibility for any personal or other property brought to or left in or on University premises, including the Facilities and User's indemnity of University 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 University.
- 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 University.

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

WESLEYAN UNIVERSITY (University)

[_____] (User)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A

**Wesleyan University
VENDOR & CONTRACTOR INSURANCE REQUIREMENTS
EFFECTIVE 2021**

During the term of this Agreement the Seller shall carry and maintain at its own cost and expense the types of coverage listed, protecting Buyer and Seller from claims which may arise out of or result from Seller's performance under this Agreement, whether such performance be by Seller 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 Seller shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Buyer.

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

Insurance Coverages

Minimum Coverage

<u>Commercial General Liability Insurance. To 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.</u>	\$1,000,000/\$2,000,000 ^{aa}
<u>Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement</u>	Connecticut statutory limit each accident; Employers Liability coverage of \$100,000 each accident bodily injury by accident/\$500,000 policy limit bodily injury by disease/\$100,000 each employee bodily injury by disease or as required by Umbrella policy.
<u>Automobile Liability Insurance</u>	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.
<u>Excess Umbrella Coverage</u>	\$5,000,000 each occurrence. The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

Seller agrees that:

1. "Wesleyan University, it 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. Buyer may inspect such polices at all times;

3. Seller will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Buyer thirty (30) days written notice of termination, alteration, or change therein;
4. Seller will cause the insurance company or companies to furnish Buyer with certificate(s) of insurance to be delivered to Buyer prior to the execution of this Agreement, Seller shall be liable to the Buyer for the consequences of Seller's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give Seller thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. Seller'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. Seller shall submit for review by Buyer upon Buyer's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Seller fails to maintain such insurance or deliver said certificates or policies, Buyer may terminate this Agreement upon not less than thirty (30) days written notice unless Seller 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 Buyer, its officers, agents, servants and/or employees.

aa – Buyer may require increased general liability coverage and/or other insurance coverage for select projects, including but not limited to environmental projects.

Schedule B

SPECIFIC FACILITIES RULES