



Agreement for Organization's Use of University's Facilities

Contract Number: _____

The following AGREEMENT is made on _____, 20____, between

Stockton University
101 Vera King Farris Drive, Galloway, New Jersey
08205, hereinafter referred to as "THE UNIVERSITY",
and

_____ whose address is: _____
hereinafter referred to as "THE CLIENT"

CONDITIONS OF AGREEMENT

1. THE UNIVERSITY grants permission to THE CLIENT, use of the following facilities located at _____, according to the dates, times, locations and fees contained in Condition #2, to conduct the following event _____, under the supervision of _____ in whom is vested full responsibility for the conduct and welfare of all staff and participants involved in this program and for all facilities and equipment utilized by them.

2. THE CLIENT agrees to pay THE UNIVERSITY a total of \$ _____ for use of its facilities as outlined below:

Facility/Resources Rate Schedule

3. DEPOSITS and CANCELLATION POLICY: THE UNIVERSITY must receive the countersigned contract and initial 25% non-refundable deposit within 45 days of its issued date. Failure to do so will make the contract null and void. An additional 50% non-refundable deposit is due 30 days prior to the event, with the remaining balance due at the time of on-campus registration. Any adjustments to facility use, labor charges or damages will be adjusted at final billing. Events booked less than 30 days in advance of the event will require a 75% deposit at the time of signing, with the remaining balance due at the time of on-campus registration. Cancellations will result in forfeiture of deposit.

4. It is understood THE CLIENT, and all staff and participants in its program, will abide by all rules, regulations, and prohibitions of THE UNIVERSITY, the County, and the State and agree to cease and desist any activity which in the judgment of THE UNIVERSITY is in contravention of said rules, regulations, and prohibition. Pertinent prohibitions include, but are not limited to: the possession

or public consumption of alcoholic beverages without a permit; the distribution of alcoholic beverages to minors; the ignoring of posted smoking, eating, or drinking restrictions governing the use of particular rooms or buildings; the use of flammable decorations or other materials, devices, or equipment which constitute a hazard or are destructive to property; the posting of signs or notices without the express permission of THE UNIVERSITY; the building of fires on University property; and the exclusion of individuals from programs or events on the basis of race, sex, age, handicap, or ethnic or national origin.

5. Furthermore, it is understood that it is the responsibility of THE CLIENT to provide sufficient adult chaperones should minors be in attendance at any of its programs; make arrangements with THE UNIVERSITY to provide appropriate ushering for any events that have the potential for bringing in external audiences; and agree, as a necessary contractual condition, to hire security officers as THE UNIVERSITY deems necessary to insure the safety of participants in public events.
6. THE UNIVERSITY reserves the right to inspect all facilities, buildings, etc., on campus utilized by THE CLIENT and to regulate the use of its facilities and to enter any room or building at any time to make required repairs.
7. THE UNIVERSITY shall accept no responsibility for theft or loss of money, valuables, or personal effects of participants or staff involved in the program of THE CLIENT.
8. THE CLIENT shall be responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property which may be the result of, or may be caused by, THE CLIENT'S occupancy of THE UNIVERSITY'S facilities or premises and for which THE UNIVERSITY might be held liable. Included herein is an agreement on the part of THE CLIENT to accept full responsibility for all damages and losses beyond normal wear to buildings, facilities, equipment, furniture, etc., owned by or a part of THE UNIVERSITY'S campus and to reimburse THE UNIVERSITY fully for the cost of repairs or replacements according to the fair determination of THE UNIVERSITY. Furthermore, THE CLIENT shall protect, indemnify and defend THE UNIVERSITY, its Board, and/or any officer, agent, or employee of THE UNIVERSITY and save them harmless in every way from all suits or actions at law for damage or injury to persons, life, or property that may arise or be occasioned in anyway because of THE CLIENT'S occupancy of the facilities or premises of THE UNIVERSITY, regardless of responsibility or negligence.
9. REPRESENTATION: THE CLIENT shall not use or make use of THE UNIVERSITY'S name, insignia, logo, picture, or any other material that might create the impression of association, affiliation, partnership, or any other joint venture, without the express written permission of THE UNIVERSITY. THE UNIVERSITY shall have the right to review any solicitations, advertisements, or additional information produced by or for the THE CLIENT that mentions THE UNIVERSITY in any way.
10. CONSTRUCTION ACTIVITIES: THE CLIENT acknowledges that during the term of this Agreement, THE UNIVERSITY may be conducting construction and renovation of buildings, function spaces, residence halls, dining centers and campus infrastructure improvements. Rerouting of vehicular and pedestrian traffic, noise, dust and other customary consequences of construction activity may occur. THE CLIENT shall have no claim for reduction of its obligations hereunder or any other claim or cause of action because of such construction activities, including relocating activities to comparable locations on campus.

11. INSURANCE: Appropriate Accident Insurance for participants in THE CLIENT’S program shall be the responsibility of THE CLIENT. THE UNIVERSITY requires outside organizations to have a \$1,000,000 (each occurrence) and \$3,000,000 aggregate, bodily injury and liability policy issued by a Class A company, with THE UNIVERSITY and THE STATE OF NEW JERSEY noted on a certificate of insurance as additionally insured for the activity and time period your organization would use THE UNIVERSITY’S facility(ies) as described in Condition # 2. The certificate must be received by this office no less than 5 business days prior to the start of the rental dates outlined in section #2. Attach as Exhibit 1.

If minors under the age of eighteen (18) will be in attendance during any of the CLIENT’S program, or if minors under the age of eighteen (18) will be on staff for CLIENT’S program, THE CLIENT must have a sexual abuse/molestation endorsement in their commercial general liability insurance policy. A copy of the endorsement must be forwarded along with the certificate of insurance.

12. CLERY ACT REPORTING: As a contractor with whom THE UNIVERSITY will rent, lease or otherwise have control of space pursuant to this agreement, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”), 20 U.S.C. 1092(f), requires reporting of certain crimes. Pursuant to this agreement, you as a contractor shall have a duty to cooperate with THE UNIVERSITY, law enforcement authorities, and THE UNIVERSITY Police Department to promote the safety and security of University Students and residential life staff members and an absolute duty to provide timely dissemination of information, and reporting of the following Clery crimes taking place at the Premises. It is understood that depending on the usage of the Premises, crimes may be asked to be reported for a portion or all of the Premises:

Clery Crimes

Murder and non-negligent manslaughter, negligent manslaughter, sex offenses (forcible and non-forcible), robbery, aggravated assault, burglary, motor vehicle theft, arson, arrests or persons referred to campus disciplinary action for liquor law violations, drug related violations, and weapons possessions, and hate crimes defined as a criminal offense against a person or property which is motivated in whole or in part by the offender’s bias against another because of their being or perceived as identifying with a particular race, gender, gender identity, religion, sexual orientation, national origin, ethnicity, or disability. Hate crimes fall into the list cited above with the addition of intimidation, larceny, simple assault and destruction/damage/vandalism to property.

View Additional information about the Clery Act: <http://www.ed.gov/admins/lead/safety/campus.html> and the University’s Clery Act Information Report at www.stockton.edu/police

13. The delegated representative of THE UNIVERSITY for purposes contained in this agreement shall be _____ . The delegated representative of THE CLIENT, for purposes contained in this AGREEMENT, shall be _____ .

14. The agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, specifically, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., in the courts of the State of New Jersey. The parties further agree that Atlantic County, in which THE UNIVERSITY is located, shall be the venue for any disputes between parties.

15. This agreement represents the entire agreement between THE UNIVERSITY and THE CLIENT. Any of the matters of Agreement herein may only be altered in writing by mutual agreement of the parties, which shall not in any way affect the remainder of the agreement. The rights and duties arising under this agreement shall not be assigned, or delegated, respectively, by either party without the other party's written consent.

Special miscellaneous requirements and or waivers issued

IN WITNESS WHEREOF, THE PARTIES DULY HERETO AUTHORIZED ACCEPT THE FULL TERMS OF THIS AGREEMENT.

For THE UNIVERSITY

For THE CLIENT

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit 1
Certificate of Insurance

SAMPLE

EXHIBIT 2

Facility/Resources

Rate Schedule:

Additional Terms (if Applicable)

SAMPLE