

**UNION COLLEGE
FACILITIES AND SERVICES LICENSE AGREEMENT**

This Agreement is made effective as of the _____ day of _____, 20____, by and between **The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College**, a New York State not-for-profit corporation with its principal office located at Armand V. and Donald S. Feigenbaum Hall, Union College, Schenectady, New York 12308 (hereinafter referred to as the “College”); and _____, with its principal office located at _____ (hereinafter referred to as the “Sponsor”).

WHEREAS, the College agrees to provide Facilities and services as listed below and the Sponsor agrees to compensate the College for those facilities and services in accordance with the terms and conditions listed below;

NOW, THEREFORE, IT IS AGREED:

1. **Purpose:** The College hereby grants to the Sponsor the use of certain Facilities located at the College, as more particularly set forth below, for the educational purpose of _____ (the “Event”) according to the terms expressed herein.

2. **Facilities:** The Facilities that the Sponsor is granted use of are as follows:

3. **Fees:** The license fee for the Facilities use is _____ dollars and ___/100 (\$____.____) per hour / day; Sponsor shall also be responsible for the “direct costs” to the College, as defined below. “Direct costs” of the College include, but are not limited to, audio-visual, janitorial, and Campus Safety services as per the hourly rates set forth in Schedule A.

Sponsor shall also be responsible for the “direct costs” to the College, as defined below. “Direct costs” of the College include, but are not limited to, audio-visual, janitorial and Campus Safety services.

4. **Estimates:** The Sponsor estimates an attendance of ____ persons. A minimum guarantee shall be ____ persons. The Sponsor shall pay the College’s charges described in this Agreement based upon the minimum guaranteed number of residents or actual attendance, whichever is higher. The sponsor will be charged for this final minimum guaranteed number of participants. Should attendance increase, the College will bill the Sponsor accordingly. A decrease in actual attendance or a decrease in estimated attendance within 10 days prior to the program start will not affect guaranteed numbers given and will not affect the invoices. The College does not guarantee availability of food in excess of that required for final estimated attendance. The Sponsor shall provide the College with the final estimated numbers for meals no later than _____ (7 days prior to the date of the Event).

5. **Payment Schedule:** The Sponsor agrees to pay the College in full as follows:

a. At the time of execution of this Agreement, the Sponsor shall remit to the College an amount equal to _____ dollars and ___/100 (\$____.____) per hour / day.

b. Should the Sponsor “hold over” beyond the occupancy time, as defined below in paragraphs 6 and 9, Sponsor shall pay a further amount to the College of _____ dollars and XX/100 (\$XXX.XX) per day, per person, or any part thereof, if the Facilities are so occupied.

c. The College shall invoice the Sponsor for the final amount of the total rate within thirty (30) days after the last day of the Event, including any adjustments (based on the actual number of persons and any withdrawals as herein provided for, miscellaneous charges, and additional services). The final amount shall be payable net thirty (30) days after receipt of the invoice.

6. **Cancellation.** Failure to provide Union College with certificate of insurance, anticipated payment, and a certificate of insurance **seven (7) days** after the date of this agreement provides Union College the right to allow other sponsors to use the Facilities. *If the Sponsor cancels within seven (7) days of the scheduled Event, the College has the right to retain the non-refundable deposit.*

7. **Taxes:** The license fee and other amounts payable by Sponsor to the College under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed including, but not limited to, sales and use taxes. Sponsor shall be solely responsible for all sales and use taxes relating to the engagement hereunder unless Sponsor has provided the College with proof of its tax exempt status.

8. **Food and Beverage Services; Liquor License:**

a. **Food and Beverage Service.** The Union College food services provider, American Dining Creations, has exclusive and sole right to all catering of food and beverage services at College Park Hall. All food and beverage arrangements must be made through Special Events and Conferences at Union College. Final counts for catering must be received no later than **five (5) business days** prior to the scheduled Event.

b. **Alcoholic Beverages.** American Dining Creations has obtained a liquor license to serve alcoholic beverage at External Events and has the sole and exclusive right to provide the bar service.

9. **Invoice:** The College shall invoice the Sponsor for the final amount of the total rate within **thirty (30) days** of the Event. The final amount shall be payable **net thirty (30) days** after receipt of the invoice.

Invoices shall be sent to:

Remittances shall be sent to:

Union College
807 Union Street
Schenectady New York 12308

10. **Occupancy:** The occupancy of the Facilities by Sponsor shall occur on _____ at approximately _____, and shall end on _____ no later than _____, as set forth on Schedule B. If the College is unable to give possession of the Facilities on the date of the commencement of the term of the Agreement because of the holding over or retention of possession by any other sponsor or other occupants of the Facilities or for any other reason, the College shall not be subject to any liability for failure to give possession on said date, and the validity of this Agreement shall not be impaired thereby nor shall the same be construed in any way to extend the term of this Agreement. Sponsor shall comply with the maximum capacity requirements of the Facilities, which is _____ persons, and shall notify the College on or before **five (5) business days** prior to the scheduled Event if the final count exceeds the Facilities' capacity. The College will make every effort to provide sufficient space for Sponsor; however, Sponsor may be required to limit the size of the Event if adequate space is not available.

11. **General Terms of the Agreement.** Attached hereto and made a part hereof is the General Terms of the Agreement which the parties hereto have read and agreed to.

12. **Authorization.** Each individual executing this Agreement on behalf of an entity represents and warrants that he/she has been properly authorized to do so by said entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth opposite their signatures.

The Trustees of Union College in the		
Town of Schenectady in the State of		
<i>Union College</i>	New York a/k/a Union College	<i>Contractor</i> _____
<i>Signature</i> _____		<i>Signature</i> _____
<i>Print Name</i> _____		<i>Print Name</i> _____
<i>Title</i> _____		<i>Title</i> _____
<i>Address</i> _____	807 Union Street	
	Schenectady New York 12308-3103	<i>Address</i> _____
<i>Phone</i> _____		<i>Phone</i> _____
<i>Email</i> _____		<i>Email</i> _____
<i>Date</i> _____		<i>Date</i> _____

General Terms of the Agreement

1. **College's Right to Enter Facilities:** Sponsor hereby grants to the College such licenses or easements in or over the Facilities or any portion or portions thereof as shall be reasonably required to perform.
2. **Use of Facilities:**
 - a. In accordance with this Agreement and the restrictions set forth herein, the College grants to Sponsor a non-exclusive, revocable license to enter and to use that part of the Facilities as follows: _____, including restrooms and lobby area. It is understood that Union College is tobacco free, and the use of all smoking or chewing tobacco products is prohibited in and on College property including all buildings, athletic facilities and athletic fields.
 - b. The College may limit the number of attendees to ensure compliance with Fire Code Restrictions. Sponsor shall cooperate immediately with the College and take such steps as reasonably required to comply with the College's directives. In the event that there is any dispute relative to a direction, it shall be promptly discussed with a representative of Sponsor, and a designated College official.
3. **Permitted Use:** The Facilities shall be used on the dates specified above as or for the Event as described above, pursuant to the restrictions set forth herein, and for no other use or purpose whatsoever.
4. **Audio-Visual Services:** The College will make available A-V equipment on an as-needed basis, assuming timely requests from Sponsor's staff, as a direct cost to Sponsor.
5. **Auxiliary Aids Supplied by College:** The Sponsor agrees that at least two (2) weeks before the Event begins, it will furnish to the College a list of any auxiliary aids needed in the Facilities area by its attendees. Should such auxiliary aids be required, the Sponsor will pay all charges associated with acquisition, rental, or provision of such aids.
6. **Parking:** There is limited parking available at _____.
The College grants to Sponsor the temporary use, at hours and times specified by the College, of other campus parking areas designated on the attached map (see Schedule C). Sponsor will notify participants and attendees of the designated parking areas.
7. **Catering Services:** Catering Services are available through the College.
8. **Security:** The College is committed to the safety of all its guests. The Campus Safety Department is on patrol 24 hours a day and can be reached on campus by dialing 388-6911 for emergencies and information and services. The College has determined that additional security is needed on the day of the Event for traffic control; the Sponsor will be responsible for additional cost of this service as provided under paragraph 3 of the Facilities and Services License Agreement.
9. **Objectionable Persons:** The College reserves the right to eject or cause to be ejected from the Facilities and College grounds any objectionable person or persons; and neither the College nor any of its trustees, officers, agents, or representatives shall be liable to Sponsor for any damages that may be sustained by Sponsor through the exercise by the College of such right, provided such right is exercised in a reasonable and lawful manner.
10. **Loss or Theft:** The College will not be responsible for the loss of possessions of invitees of the Sponsor due to fire, theft or any other cause unless such loss occurs as a result of the sole negligence of the College. Sponsor, as a material part of the consideration to be rendered to the College, hereby waives any and all claims Sponsor has or may have against the College for damages to goods, wares, merchandise or equipment, upon or about the Facilities, and for injury to Sponsor, its agents, employees, contractors, subcontractors, licensees, invitees, or third persons in or about the Facilities from any cause arising at any time, including breach of the provisions of this Agreement and the negligence of the parties hereto. This provision shall survive the expiration or termination of this Agreement.
11. **Mechanical Failures and Failure of Utility Service:** The College shall keep the Facilities in reasonable repair, but it shall not be liable for any damage occurring by unforeseeable failure or malfunction of plumbing, gas, water steam, sewage, heating, air-conditioning or electrical equipment, or the disruption, bursting or leaking of the same, or any other cause or circumstance beyond the College's control.
12. **Signs and Posters.** Sponsor will not post or allow to be posted any signs, cards, or posters except in such places as the College may allow. Sponsor will not use products that damage walls. See Schedule D.
13. **Representations and Warranties of Sponsor:**
 - The Sponsor represents and warrants:
 - a. It shall use the College's Facilities only for the Event identified above;
 - b. It has made adequate investigation and inspection of the Facilities and its own determination regarding the suitability thereof for Sponsor's intended use;
 - c. It shall use the College's Facilities in a matter which is consistent with any applicable laws, ordinances, rules, or regulations.
 - d. Use of Facilities for the Event is at Sponsor's own risk;
 - e. It shall ensure that its participants, guests, and staff who have access to the College's Facilities shall abide by all of the College's rules and regulations including, but not limited to, designated non-smoking area regulations;
 - f. It shall not use any appliance in the Facilities;
 - g. If a violation is brought to the attention of Sponsor or the College, the Sponsor will immediately desist from and correct such violation;

h. At the end of the Event, it shall leave the College's Facilities in the same condition, accounting for normal wear and tear, that they were in at the beginning of the Event.

14. Representation and Warranties of the College:

a. The College shall provide Facilities and services in a manner that is consistent with all applicable laws, ordinances, rules, and regulations.

b. The College shall deliver the Facilities to Sponsor "as is", "where is", and "with any and all faults," and without any representation or warranties as to the merchantability and fitness for use for any particular purpose.

c. The College acknowledges that a large general repair and maintenance project that will not affect the ability to run an academic program may be undertaken during the term of the Event. The College will make every effort to minimize any disruption to the Event.

15. Union College Sexual Misconduct and Anti-Discrimination Policies: Union College is an equal opportunity institution and has in place a Sexual Misconduct Policy, a Policy Prohibiting Bias Acts, and a Policy Prohibiting Discrimination, Harassment, and Retaliation, based upon an individual's protected status, which prohibits discrimination and harassment directed against persons because of their race, religion, creed, ethnicity, color, national origin, gender, pregnancy, age, sexual orientation, genetic information, gender identity, marital status, veteran status, domestic violence victim status, disability or other basis identified in federal or state law. In providing goods or services under this Agreement, Sponsor, any subcontractor(s), service providers, and their agents and employees agree to be bound by all applicable anti-discrimination federal, state, and local laws, rules, regulations, orders, instructions, other directives, New York State legal mandates requiring employers to adopt prevention of sexual harassment policies containing minimum standards to which all employees must acknowledge receipt and publication of flyers directing employees where to file complaints, and the Union College Policies stated above. These Policies are intended to require, among other things, that Sponsors, subcontractor(s), service providers, and their agents and employees take affirmative steps to promptly respond to, and effectively address, an informal or formal complaint, or any reported information that may result in a complaint, by one of their employees of harassment and/or discrimination upon gaining knowledge of such complaint and to promptly notify Union College that the complaint has been appropriately addressed.

16. Indemnification and Hold Harmless:

a. The Sponsor agrees to conduct its activities so as not to endanger any person lawfully thereon and agrees, to the fullest extent permitted by law, to indemnify, exonerate, and hold harmless the College, its trustees, officers, directors, employees, or agents against any and all costs (including reasonable legal costs) or claims for loss, injury or damage to persons or property arising out of the occupancy or use in, upon, or at the Facilities and surrounding grounds and/or resulting from activities conducted by Sponsor, its employees, agents, or invitees and/or occasioned wholly or in part by the default of this Agreement or any act or omission of the Sponsor, its agents, contractors, employees, agents

or invitees. These provisions shall survive the expiration or termination of this Agreement.

b. The College hereby agrees that it will defend, at its own expense, any claim or suit brought against the Sponsor in the United States by third parties (not affiliates of Sponsor) based upon the determination that the damages arise from the College's sole negligence as a landowner.

c. To the fullest extent permitted by law, Sponsor shall indemnify, defend, and hold harmless the College and its affiliates, trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, fines, judgments, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of Sponsor's services and obligations set forth herein to comply with the College's Sexual Misconduct Policy and Anti-Discrimination Policies and applicable anti-discrimination laws or other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (i) the negligent acts or omissions of Sponsor, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom Sponsor is responsible (collectively, "Indemnitor"); (ii) the breach by Indemnitor of any of the provisions of this Agreement; or (iii) willful misconduct by Indemnitor.

d. The indemnification obligations under this paragraph shall not be limited by any assertion or finding that (i) the person or entity indemnified is liable by reason of non-delegable duty, or (ii) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses.

e. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity. All rights and remedies of the College shall be cumulative.

17. Acceptance of Deliveries: As a convenience to Sponsor, the College, at its discretion, may accept delivery of items for Sponsor; but the College shall not be responsible for the disappearance or damage (whether damage occurred before or after acceptance of deliver) of any item. Sponsor will indemnify, exonerate, and hold harmless College for any claim asserted against the College for any item the College accepted for delivery.

18. Insurance:

a. Sponsor must obtain, at its own cost and expense, Comprehensive General Liability Insurance (to be procured on an occurrence basis) in the name of the Sponsor and the College, which insures the operations contemplated by the Agreement and also the contractual assumption of liability arising from the Agreement, including legal costs. The General Liability Insurance shall be written with a limit of at least \$1 million dollars - Combined Single Limit for Bodily Injury and Property Damage Liability and \$2 million dollars general aggregate and shall be written on a Comprehensive General Liability form. Coverage shall also include Broad Form Property Damage Liability and Personal Injury Protection. Sponsor will provide the College with

an endorsement to the Comprehensive General Liability Policy evidencing that the College is an "Additional Insured" and an endorsement that the insurance provided is primary insurance with respect to other insurance available to the College and that the carrier shall be obligated to pay any judgment rendered against the College regardless of whether or not the reasons for which the College was liable is their own negligence or that of the Sponsor. Such insurance coverage of the Sponsor shall not be deemed a discharge of the Sponsor's indemnity under paragraph 14 above but is independent of it and such indemnity shall not be suspended or abated in consequence of such insurance but shall continue in force and effect.

b. Sponsor must also provide Worker's Compensation Insurance for any of their employees required by the Worker's Compensation and Occupational Disease Laws of the State of New York.

c. A certificate of such insurance must also be provided to the College thirty (30) days prior to the Event, directed to Mary D'Amelia, Director of Special Events and Conferences, Facilities Services Building, Union College, Schenectady, New York 12308. If proof of insurance has not been furnished to the Director of Special Events and Conferences as required hereunder, the College reserves the right to cancel the Event.

d. The policy must also provide, and the certificate must also note, that the coverage may not be canceled or any major change in coverage be implemented prior to or during the Event.

e. Sponsor and/or its subcontractors will not do, nor permit to be done, anything in the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy under which the Facilities is insured or in any way which increases any rate of insurance upon the Facilities or property therein; nor shall Sponsor, without the written consent of the College, construct or operate any engine or machinery motor in the Facilities or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes.

19. **Default:**

a. Default by the College: In the event of the College's default hereunder, Sponsor shall be entitled, as its sole and exclusive remedy to enforce specific performance of this Agreement. Sponsor expressly waives its right to seek any damages in the event of the College's default hereunder.

b. Default by the Sponsor: In the event of Sponsor's default hereunder, the College shall be entitled to terminate this Agreement and pursue any and all remedies available to it at law or in equity. All rights and remedies of the College hereunder shall be cumulative and shall survive the expiration or termination of this Agreement.

20. **Force Majeure:** If the Event cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire casualty, or other unforeseen occurrence or any other cause beyond the control of the College or which the College is unable to avoid by exercise of due diligence, the College shall have no obligation or liability whatsoever to Sponsor as a result thereof. In the event of cancellation due to force majeure, all amounts

previously paid would be refunded by the College to the Sponsor, except for the non-refundable deposit.

21. **Arbitration:**

a. If at any time questions, disagreements or differences shall arise relative to this Agreement or an affair or transaction arising out of this Agreement or the duties and obligations of the parties hereto relative to this Agreement, such question or difference shall be submitted to and determined by arbitration by the American Arbitration Association in the City of Schenectady, New York, in accordance with its Rules then in force, and the award shall be final and conclusive as to all parties to this Agreement, their executors, administrators, successors and assigns.

b. The costs of such arbitration shall be "paid by" the non-prevailing party. The determination of which party has prevailed and to what extent shall be an issue to be determined by the arbitrator.

22. **Costs:** In addition, Sponsor shall pay all costs and reasonable attorneys' fees that may be incurred or paid by the College in enforcing the covenants and agreements of this Agreement.

23. **Severable Agreement.** This is a severable agreement; and, in the event that any part or parts hereof shall be held to be unenforceable, then such part or parts shall be enforceable to the full extent permitted by law; and, in any event, all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

24. **Complete Agreement:** This Agreement with items incorporated by reference sets forth the entire understanding between the College and the Sponsor and no amendments or modifications shall be made to the Agreement, except in writing signed by both the College and the Sponsor.

25. **Remedies Cumulative.** All of the remedies are cumulative and given without impairing any other rights or remedies of the College.

26. **Assignability:** All rights and obligations of the parties hereunder are personal to the parties and neither party may assign its interest herein without the written consent of the other party.

27. **New York State Law:** The laws of the State of New York shall govern the construction and interpretation of this Agreement. Any action in regard to this Agreement or arising out of a student's or staff's participation in the Event shall be instituted and litigated before the New York State Supreme Court, Third Department, Schenectady County.

28. **Notices:** All notices shall be sent by regular mail:

To the College: _____

Union College
807 Union Street
Schenectady, New York 12308

With a copy to: Charles J. Assini, Jr., Esq.
Higgins, Roberts & Suprunowicz, P.C.
1430 Balltown Road
Schenectady, New York 12309

To the Sponsor _____

With a copy to: _____

SCHEDULE A
Hourly Rates for Audio Visual, Janitorial, and Campus Safety Services

Charges apply with extraordinary requests for these services:

Services	Hourly Rate
A/V Technician	\$50.00
Janitorial Service (Male)	\$25.00
Janitorial Service (Female)	\$25.00
Campus Safety/Traffic Control	\$60.00
Electrician	\$50.00
Plumber	\$55.00
Event Manager	\$55.00
Event Coordinator	\$15.00
Building Maintenance	\$27.00

Audio Visual Equipment	Daily Rate
Data Projector	\$50.00
Laptop	\$75.00
Data Projector w/Laptop	\$125.00
Portable Sound System	\$25.00
Portable Screen	\$25.00
TV/VCR/DVD Cart	\$25.00
Portable Black Board	\$25.00
Lectern	\$25.00
Microphone	\$10.00
Portable A/V Table	\$10.00
Sound Mixer	\$50.00
Easel/pad/markers	\$15.00 / each
8' x 30" Table	\$10.50 / each
Folding Chair	\$2.00 / each

*Additional A/V Items Are Available upon request.

SCHEDULE C Parking – Campus Map

www.union.edu/map



