NAZARETH COLLEGE

Print Form Reset Form

Nazareth College of Rochester – Facilities Use Agreement

Date(s) of Use/Event: _____Facility Used:_____
Use/Event Description: _____
User's Name: _____
Address:_____ Phone Number: _____

Campus Facilities and Services. College will supply the following: (attach additional pages if necessary)

_____
_____
_____

Rental Fee: The facility rental fee is $_____. Additional charges totaling $_____ are detailed on the signed attachment. A **non-refundable** deposit of $_____ is due at date of agreement signing. The balance due is on or before _____. **Checks are made payable to Nazareth College with your event name written on it, to Controller's Office Attn: Kristen Green.**

Independent Contractor: Both parties agree that no employer-employee relationship exists, and that the User is considered an independent contractor under this Agreement.

Employees: Both parties agree that any employees hired by the User are not considered employees of the College.

Insurance: the User will provide Nazareth College of Rochester (Nazareth) with a Certificate of Insurance evidencing coverages that comply with the required insurance coverages set forth on **page 4** of this Agreement. **Please note that the User must deliver the Certificate(s) to Nazareth's Controller *two weeks* prior to the use of the premises.**

Indemnification: User agrees to defend, indemnify and hold harmless Nazareth, its affiliated entities, and their respective officers, employees and agents from and against any and all claims, proceedings, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees, arising out of the acts or omissions of User, its directors, officers, employees or agents, arising out of or in connection with this Agreement. This paragraph shall survive the termination or expiration of this Agreement requiring the contractor to maintain specific insurance coverages.

Cleaning/Repairs: User agrees that the Facilities will be left in the condition that they were found. If any additional cleaning and/or repairs are necessary, all charges will be the responsibility of the User. A security deposit of $_____ will be required by _____. Charges over said deposit will be due and payable by the close of business on _____. Any necessary restorations may only be performed by authorized Nazareth personnel and/or their contractors.

Food Service: The current Nazareth food contractor will provide all food service unless specific approval is obtained in advance from the food contractor. Arrangements for catering and payment of charges must be made through the Nazareth food service provider directly. Events booked less than 5 business days prior to date of service are subject to surcharge and/or limited service options. With an advance approval from the Nazareth food contractor, the user will be permitted to make arrangements to contract with a different caterer for the event. No food or beverage of any kind will be permitted to be brought into Nazareth event facility other than by the contracted caterer. No homemade items be sold or served at the facility. All caterers must be self-contained and the contract must include adequate clean up immediately following the event. The user is fully responsible and liable for any claims arising solely from its own negligence and willful misconduct in non-compliance with this clause.

Alcoholic Beverages: Sale or serving of alcoholic beverages are strictly prohibited without prior permission from Nazareth. If allowed, distribution will be conducted exclusively through the Nazareth's designated food service contractor who will obtain and hold the alcohol permit. Requests to serve alcohol **must be submitted no later than 21 business days prior to the date of the event. For the use of the facility, the User agrees to abide by the following special provisions:**

Tobacco/Vape Free: Effective August 1, 2017, smoking tobacco or vape products is prohibited on all College grounds; College-owned or leased properties; and College-owned, leased or rented vehicles, regardless of their location.

Any unauthorized alterations made to this Agreement without prior approval will void and therefore cancel this Agreement. Furthermore, this Agreement shall not be effective until fully executed by all parties named below.

NAZARETH COLLEGE OF ROCHESTER

BY: X_____
Department Director Controlling Event Date

BY: X_____
Kristen A. Green, Controller Date

USER'S NAME

X_____
User Representative Signature Date

X_____
Print User Representative Date

Attachment for Additional Requests

Description **Additional Charges**

Total Additional Charges $ _____

I agree to the total Additional Charges:

USER'S NAME

BY: X_____ X_____
(Representative's Signature) Date Person, Group, Organization

BY X:_____
(Department Director Controlling Event) Date
NAZARETH COLLEGE OF ROCHESTER

Nazareth College of Rochester
4245 East Avenue
Rochester, NY 14618-3790

NON-DISCRIMINATION POLICY

It is the policy of Nazareth College of Rochester not to discriminate on the basis of race, color, religion, sex, sexual orientation, national or ethnic origin, age, marital or veteran status, disability, carrier status, genetic predisposition, or any other protected status in the admission of students to the College; in any of the rights, privileges, programs and activities generally accorded or made available to students at the College; in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other programs administered by the College; or in the employment practices of the College. Respect for the dignity of all people is an essential part of the College's tradition, mission, and its vision for the future.

Nazareth College of Rochester provides services and plans programs for its students that comply with this policy. The College therefore requests that parties participating in its programs and/or using College facilities not discriminate on the basis of the above named categories. We request they articulate this commitment by signing the statement below.

X_____ agree(s) to consider all participants without regard to race,
(Person, Group, Organization)
color, religion, sex, sexual orientation, national or ethnic origin, age, marital status or veteran status, disability, carrier status, genetic predisposition, or any other protected status.

X_____ _____
Representative's Signature **Date**

X_____ _____
Representative's Name Printed **Title**

_____
Address

NAZARETH COLLEGE

NAZARETH COLLEGE OF ROCHESTER INSURANCE REQUIREMENTS

Category

User must (at its cost) maintain and evidence all "checked" coverage with the limits as indicated:

A. **Required Coverage:**

Coverage	Minimum Coverage	Note
Commercial General Liability Bodily Injury & Property Damage Limit Products/Completed Operations Limit Personal Injury and Advertising General Aggregate Limit	$ 1,000,000 each occurrence $ 1,000,000 aggregate $ 1,000,000 each person or organization $ 2,000,000	Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual liability, Products/ Completed Operations, Personal injury, explosion, collapse and underground hazards, pollution, mold, or fungus shall be permitted. Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction. The policy shall provide coverage for damage to electronic data processing media or data wit coverage at least as broad as Insurance Services Office Form CG 04 37 12 04. The Commercial General Liability coverage is to be maintained for a period of two ears after final acceptance of the work.
Automobile Liability Owned, Hired and Non-Owned Autos (symbol "1" on Business Auto Policies) Combined Single Limit for Bodily Injury and Property Damage	$ 1,000,000 each accident $ 5,000,000 each accident	
Workers' Compensation and Employers' Liability (If applicable)	$ 100,000 each common cause $ 500,000 each employee for disease	Statutory coverage complying with the New York Workers' Compensation Law.
Professional Liability	$ 1,000,000 each occurrence $ 3,000,000 aggregate	Covering claims arising out of the rendering or failure to render any professional services.
Excess/Umbrella Liability Combined Single Limit for Bodily Injury & Property Damage Coverage to apply in excess of the following described above.	$ 1,000,000 each accident $ 1,000,000 aggregate $ 2,000,000 each accident $ 2,000,000 aggregate $ 5,000,000 each accident $ 5,000,000 aggregate	Coverage is to apply on an occurrence basis only, in excess of the other liability coverages required in General Liability, Automobile Liability, and Workers' Compensation & Employers' Liability and shall be no more restrictive than such scheduled underlying insurance.
Sexual abuse & Molestation Liability	$ 1,000,000 each occurrence	Any insurance coverage for sexual abuse and molestation insurance written on a claim made basis shall remain in effect for a minimum of (6) months following the use of College Facilities.
Liquor Liability (If applicable) Bodily injury or property damage including damages for care, loss of services, or loss of support	$ 1,000,000 each occurrence $ 1,000,000 aggregate	
Additional Insured	Nazareth College of Rochester must be named as an Additional insured, on a primary basis, under the following coverages (if required): General Liability, Excess/Umbrella Liability and, if checked here, the other insurance described above.	

B. Insurers providing the above policies must be licensed to do so in New York State and must have an A. M. Best's rating of not less than A-with a Financial Size category rating of not less than X.

C. All coverages are to be provided on an occurrence basis unless otherwise agreed by Nazareth.

D. On the Certificate of Insurance, the project name must be clearly stated, Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.

E. Certificates of Insurance must provide for 30 days notice of cancellation of any of the evidenced coverages.
Please email Sue Ahn, Financial Operations Coordinator sahn3@naz.edu

F All Certificate must be provided to and approved by Nazareth prior to using the College's Facilities. The Certificate Holder must be designated as "Nazareth College of Rochester, 4245 East Avenue, Rochester, NY 14618-3790, Attention: Kristen Green".

G. Failure or Owner to demand such Certificate of Insurance or failure of Owner to identify a deficiency in a certificate that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Owner shall have the right , but not the obligation to prohibit the Contractor from entering the Project site until such certificate indicating full compliance with the requirements herein has been received and approved by Owner.

H. Sub-Contractors of any tier:
Use of sub-contractors must be pre-approved by Nazareth. In the event that Nazareth permits the use of sub-contractors, the Contractor's General Liability policy must not exclude damage to its work if the work was performed by a sub-contractor or is a sub-contractor's work causes damage to other elements of the work.. All sub-contractors shall maintain the insurance coverage outlined commencing work, unless otherwise agreed to by Nazareth. It is recognized that the nature of some work performed by sub-contractors may warrant a waiver of some of the insurance requirements outlined above or the imposition of additional requirements beyond those required above. Such changes in the requirements are subject to review and approval by Nazareth's Controller or other person responsible for Nazareth's Risk Management function..