NAZARETH UNIVERSITY

Facilities Use Agreement

Print Form | Reset Form

Event Details

1. Date of Use/Event _____ *if applicable,* **2**. Period: Start Date _____ End Date _____ ☐ **3.** Schedule is attached.

Use/Event Description: Food Truck

User's Name _____

Address _____

City _____ State ____ Zip Code _____ Phone _____

Facility Used

☐ *Appendix A completed*

Facilities	Description	Additional charges
	Total additional charges	

Rental Fee

The User agrees to pay and Nazareth agrees to accept full payment as the following:

Facilities rental fee _____

Additional charges _____ Description: *Facility Used Total Additional Charges + Appendix A Total Charges*

Non-refundable deposit of _____ *(Due when Agreement executed)*

The balance due is _____ The balance is due on or before _____

Checks are made payable to Nazareth University with your event name written on it, to Controller's Office Attn: Controller.

Independent Contractor

Both parties agree that no employer-employee, agency, partnership or other form of joint enterprise, employment or fiduciary relationship exists between the parties, 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 University.

Insurance

The User will provide Nazareth University with a Certificate of Insurance evidencing coverages that comply with the required insurance coverages set forth on Appendix C of this Agreement. **Please note that the User must deliver the Certificate(s) to Nazareth two weeks prior to the use of the premises.**

Indemnification

The 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, losses, demands, cost and expenses, including reasonable attorney's fees, and liabilities, 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. Any necessary restorations may only be performed by authorized Nazareth personnel and/or their contractors.

A security deposit required _____ Charges over said deposit will be due and payable by the close of business on _____ .

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 Beverage

Sale or serving of alcoholic beverage 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 user of the facility, the User agrees to abide by the following special provisions:**

Cancellations

Nazareth will make every effort to host the aforementioned Event as scheduled. If, however, Nazareth must cancel, University will provide written notice to the User as soon as reasonably possible.
If User must cancel, User will provide written notice to Nazareth at least thirty (30) business days prior to the scheduled event start date. If User cancels without cause and without the agreement of Nazareth, User will pay specified costs incurred prior to such cancellations.
Nazareth may cancel or suspend its performance under the Agreement by providing written notice to the User if the Event is or would be in violation of any applicable law, regulation or other legal restriction or Nazareth determines, in its reasonable discretion, that the Event presents or would present a risk to public health and/or public safety.

Termination

All disputes occurring between the Parties of this Agreement shall be resolved in negotiation between the Parties of this Agreement. Failure to resolve disputes may result in termination of this Agreement.

Tobacco/Vape Free Campus

Smoking tobacco or vape products is prohibited on all University grounds; University-owned or leased properties; and University-owned, leased or rented vehicles, regardless of their location.

Entire Agreement

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision. Any suit, action or proceeding arising out of this Agreement shall be instituted in the federal or state courts located in Monroe County, New York, and each Party hereby irrevocably consents to the personal jurisdiction of such courts.

Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the affected party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, global health crisis, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signed version by implemented e-signature.

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

NAZARETH UNIVERSITY

BY: _____ Date: _____

Director of Campus Operations

BY: _____ Date: _____

Controller

USER'S NAME

BY: _____ Date: _____

User Representative Signature

Appendix A.

Attachment for Additional Requests

**Overnight stay room rates are subject to NY occupancy tax of 6% per room per night.*
e.g.: ($100 per room per night + $6 occupancy tax) x 1 night x 10 rooms = $1,060)

Description	Unit	Charges	Notes/Remarks
	Total charges		

USER'S NAME

BY: _____ Date: _____

User Representative Signature

Appendix B.

Nazareth University
Non-Discrimination Policy

It is the policy of Nazareth University not to permit discrimination or harassment in its programs and activities on the basis of race, color, creed, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, religion, disability, medical condition, genetic information or predisposing characteristic, military or veteran status, political affiliation or belief, arrest or conviction record, martial status or any other characteristic protected by institutional policy or state, local or federal law. The University does not discriminate on the basis of sex or gender in its educational, extracurricular, athletic or other programs or in the context of employment.

The University, as an educational community, will respond promptly and equitably to reports of sex discrimination and harassment, sexual harassment, sexual violence, stalking, intimate partner violence, and sex- or gender-based harassment that does not involve conduct of a sexual nature in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community.

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

User, _____ , agree(s) to consider all participants without regard to race, color, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, religion, disability, medical condition, genetic information or predisposing characteristic, military or veteran status, political affiliation or belief, arrest or conviction record, marital status or any other characteristic protected by institutional policy or state, local or federal law.

USER

Name: _____ Date: _____

Print

Signature: _____

NAZARETH UNIVERSITY

Category I. **Event with Low Risk Level**

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

A. **Required Coverage:** **$ 1 Million GL coverage per occurrence**

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 with 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 years 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 University 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 University 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 and Risk Management Anaylyst sahn3@naz.edu

F All Certificate must be provided to and approved by Nazareth prior to using the University's Facilities. The Certificate Holder must be designated as "Nazareth University, 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..