**University of Rochester**

 **Office of Counsel**

 **601 Elmwood Avenue**

**Rochester, NY 14642**

 **FACILITY USE AGREEMENT**

Agreement is made by and between the University of Rochester, Rochester, NY, for and on behalf of the Institute for Innovative Education (University) and \_\_\_\_\_\_\_\_\_\_\_ (Organization), having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of the mutual promises and covenants contained in this document, University and Organization agree as follows:

1.) University grants Organization a limited license to use the facilities (Premises) and services (Services) specified in the Reservation Schedule, Attachment A, Part A-I & A-II, attached hereto and made a part hereof, and subject to the terms and conditions below.

2.) Organization agrees to pay the amounts specified in Attachment A, Part A-I & A-II of the aforementioned Reservation Schedule.

3.) Organization will maintain at its expense the insurance coverage as specified in the Insurance Schedule, designated as Attachment B, attached hereto and made a part hereof. Before its use of the Premises and services, Organization will provide proof acceptable to the University that it has such insurance coverage in place.

4.) Organization, its invitees, guests, agents, and employees shall use the Premises and Services in accordance with University policies, copies of which can be provided to Organization on request. Policies are subject to change. Organization agrees to take good care of the Premises and to maintain them in as good order and condition as prior to Organization’s use, reasonable wear and tear excepted. Organization will conduct its activities in the Premises in a careful and safe manner and will not use or allow the Premises to be used for any dangerous or unlawful purpose.

5.) The provisions of this Agreement, including but not limited to those that concern payment of fees or other expenses, indemnification, insurance and damage to premises, shall survive termination or expiration of this agreement.

6.) Organization, its employees, agents, guests, and invitees, shall comply with all State and Federal laws, regulations and local codes and ordinances, including but not limited to fire, health and safety regulations, ,and with any direction or requirement of any public or University official(s), , or of any insurance company carrying any insurance on the subject premises, and any insurance inspection or rating bureau, which shall impose any duty upon University or Organization with respect to Premises or their use.

7.) Organization shall not discriminate or permit discrimination in its use of the Premises or Services against any person or groups of persons on the grounds of sex, race, color, handicap, age, religion, national origin, sexual orientation or any other class protected by law.

8.) Organization shall be liable to University for any damage to Premises or other University property which may be caused by Organization's acts or omissions or the acts or omissions of its agents, employees, invitees and guests. In the event of any such damage, repairs shall be made by the University and Organization shall promptly reimburse University for repair expenses.

9.) University shall not be liable for any damage or injury to Organization, its agents, invitees, guests or employees, nor for the loss of or damage to any property of Organization or others from any cause including, but not limited to mysterious disappearance, fire, explosion, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from pipes or any other appliances, unless said loss or damage is caused solely by the gross negligence or intentional wrongdoing of the University, its employees, and agents.

10.) For the purposes of this agreement, the Institute for Innovative Education shall administer this Agreement on behalf of the University. Organization shall appoint and be represented at all times by a manager who shall be responsible and have full authority to discharge and perform its activities on Premises. Organization will provide contact information for such person to University before the date of its use of the Premises.

11.) Organization shall indemnify University, its trustees, officers, employees and representatives against all costs, liabilities, losses or expenses, including reasonable legal fees, incurred as a result of any negligent act or omission, or breach of this agreement, by Organization, its employees, agents, contractors or invitees, except to the extent that the costs, liabilities, losses or expenses resulted from any negligent act or omission or breach of this agreement by University, it’s employees, agents, contractors or invitees.

12.) Organization does not have the right to assign its rights or obligations under this Agreement to any third party.

13.) Organization shall not permit any contractor to perform services on the Premises or provide goods for use during the event without advance, written approval of the University. Contractors may be required to carry the same amounts and types of insurance coverage that Organization is required to have by this Agreement. Organization shall be responsible for all acts or omissions by any contractors.

14.) Organization will not use the University’s name or address to publicize or promote Organization or its event in any manner that is defamatory, obscene, implies endorsement of Organization by University, or otherwise in University’s judgment reflects poorly on University’s reputation. Organization may not use University’s marks or logos for any purpose whatsoever without University’s prior, written consent.

15.) Unless specifically provided in attachment A, Organization is prohibited from selling, or offering for sale, or promoting the sale of any goods or services on University property.

16.) A. This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of New York. Any disputes relating to this Agreement shall be venued in the courts located in Rochester, New York, to whose exclusive jurisdiction Organization hereby consents.

 B. A waiver by either party of any terms or conditions, provisions or covenants of this Agreement shall not be deemed or construed to be a waiver of any such term, conditions, provision or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not limit any other right, remedy, undertaking, obligation or agreement of either party.

 C. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or the validity or enforceability of this Agreement.

 D. This Agreement may be modified or amended only by a written document signed by the Organization and University.

 E. This Agreement and its attachments and schedules constitute the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or understandings, written or oral.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT, COMPOSED OF TWO (2) PAGES AND ATTACHMENTS (A, B) TO BE SIGNED BY THEIR DULY APPOINTED REPRESENTATIVE AS DATED.**

**UNIVERSITY OF ROCHESTER**

**BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**ORGANIZATION**

**BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **ATTACHMENT A**

 **RESERVATION SCHEDULE**

 Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date: …/…/2019

**PART I**

1. Facilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Estimated Event Costs: A rental rate of $\_\_\_\_\_\_\_\_\_\_ will be charged for the use of the facilities.

Payment of rental fee, and any additional fees, is due within 30 days of University’s invoice, and shall be made payable to University of Rochester, Institute for Innovative Education, Box 709, 601 Elmwood Avenue, Rochester, NY, 14642, Attention: Jillian Lynch.

1. Estimated cost does not currently include Housekeeping, Furniture Rental, AV Services or Parking.

D.) Organization will be liable to pay all actual costs billed by University for the use of the Premises and Services as described herein.

**PART II**

1.) In the event Organization, its employees, agents, guests or invitees fail to pay any of the sums required to be paid under this Agreement, the University shall have the discretion to bar Organization, its employees, agents, guests or invitees from taking possession of the Premises granted by this Agreement.

2.) In the event that the facilities scheduled for use are destroyed or damaged by fire, or rendered untenable by an act of God, labor dispute, civil emergency, quarantine, or other causes beyond the reasonable control of the University (Force Majeure) such that the services cannot be held in the assigned location or should the facilities be required for a University function, the University shall have the right and sole discretion to assign alternate facilities or to cancel the event. Organization agrees to accept said accommodations unless Organization has expressly represented to the University in writing at the time of the execution of this Agreement that its requirements are of a specific nature making alternate accommodations wholly unacceptable. In such event, neither party shall have any obligations under this Agreement as a result of the unavailability of the Premises due to Force Majeure. In the event the University's continued performance under this Agreement becomes illegal or inadvisable, in whole or in part, the University may at its discretion cancel this Agreement. Under no circumstances, however, shall the University be required to pay special, incidental, consequential or punitive damages for its cancellation of this Agreement; its liability therefor shall be limited to the fair and equitable refund of the deposits or other fees paid for facilities and services not delivered.

Accepted:

**UNIVERSITY OF ROCHESTER**

**BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**ORGANIZATION**

**BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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