

SUNY Niagara
Facilities Usage Agreement - External

This agreement (Agreement) is between Niagara County Community College (College) and (User). The College agrees to make the facilities noted in the attached Facilities Reservation Form (the "Form") available to the User at the noted date(s)/time(s) under the following terms and conditions:

- 1) If this agreement is not signed and returned, with any required deposit or other required documents, by **(DATE)** the reservations being held for this Agreement will be cancelled.
- 2) The College reserves the right to assign its own qualified personnel to provide supervision, technical support, security, operation of College equipment, maintenance of facilities, and other related services and charge the User reasonable fees for such personnel and any required equipment or materials.
- 3) The User agrees to pay the College for the use of its facilities described in the Form and for any charges owing pursuant to Paragraph 2. These costs are estimated at **\$0** as detailed in the attached Form. Such costs are subject to change if actual usage of the facilities varies from that outlined in the Form, or if the usage results in damage or unusual wear and tear on the College's facilities. The College will bill the User for the final, actual costs (net of any deposit, if applicable) after the agreed-upon usage. User will pay such invoice within 30 days. Any expenses the College may incur to collect significantly past-due balances, including but not limited to attorneys' fees, will be part of the past-due balance and become the responsibility of the User.
- 4) The User agrees to pay, and encloses, a non-refundable deposit of **\$0** to secure reservation of the facilities described at the beginning of this Agreement. This deposit will be applied to the final charges due under this Agreement.
- 5) The College will furnish all facilities "as is".
- 6) The User must limit attendance so that the number of occupants does not exceed the legal safe capacity of the room or facility used.
- 7) At all times, the User will be and remain responsible to preserve order.
- 8) The User and any other organizations or persons involved with the agreed-upon use of the College's facilities will adhere to all laws associated with such use, along with the following College policies and agreements:
 - a) No alcoholic beverages will be brought to or used in the buildings or on the grounds, except for a function sponsored by Dining Services or where the User has made arrangements through Dining Services.
 - b) The User will not offer or provide any food or beverages (for sale or otherwise) unless such offerings have received advance approval by the College.
 - c) The College is a non-smoking facility.
 - d) No cold spark or any other sparking devices, sparklers, fireworks, fire machines or any incendiary and/or incendiary-induced smoking devices are allowed to be used anywhere within the College buildings and grounds. Cold fog/smoke machines are allowed, with prior approval.
 - e) User will be responsible for the conduct of the guests/attendees to their events. In the event of unruly or disruptive behavior, the College reserves the right to ask the offending party/parties to leave.
 - f) For reasons of traffic control and fire safety, no vehicles will be parked on any campus roads, walkways, or driveways. All participants will comply with the attached parking regulations. In addition, the College may restrict parking on campus to designated areas.
 - g) User agrees to abide by any agreements or contracts in force between Niagara County Community College and any labor unions.
- 9) The User agrees not to assign, transfer, or convey its interest in this Agreement, or its power to execute the same, to any other person, company, or organization.

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- 10) Notwithstanding any other provisions in this Agreement, if the College determines in its sole discretion that the scheduled event(s) poses a clear and present danger of substantial injury to persons or property, the College may revoke the agreed-upon use of its facilities. The College will be liable only for repayment of any fees and deposits paid by the User for the event(s) contemplated by this Agreement.
- 11) If unforeseen events require the User to cancel the agreed-upon usage, the user must notify the College not less than seven working days prior to the event. Otherwise, the User must pay the estimated costs described in Paragraph 3.
- 12) User agrees, to the fullest extent allowed by law, to indemnify and hold harmless the College and its present and future successors, assignees, officers, directors, and employees from and against any and all liability, claims, actions, lawsuits, or damages caused or arising out of the negligent act(s) or omission(s) of the User and any of its employees or agents incident to its use of the College's facilities.
- 13) User will provide certificates of insurance evidencing the coverage outlined below and naming the College and Niagara County as additional insureds:
 - a) General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 per occurrence and not less than \$3,000,000 in the aggregate.
 - b) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 per occurrence.
 - c) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed in the amount of \$1,000,000 per claim.
 - d) If you are hosting children 17 and younger, you are required to provide Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000) is required. Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of College facilities.
 - e) Workers' Compensation – As prescribed by applicable law.

User	
	Name, printed
	Title, printed
	Signature
	Date

Event number: