

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (“Agreement”) is effective as of _____, by and between Temple University – Of The Commonwealth System of Higher Education (“Temple”) and _____ (“Sponsor”), with a mailing address at _____.

Background:

- A.** Temple is the owner or lessor of _____ (“Facility”);
[location of Event]
- B.** Sponsor desires to use the Facility for the Event, as described on Exhibit A, and Temple is willing to permit Sponsor to use the Facility for the Event on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Temple and the Sponsor agree as follows:

1. Exhibit A, attached hereto, is incorporated herein by reference.
2. Temple hereby grants to Sponsor, and to no other person or entity, a license to use the Facility for the Event for the time period specified in Exhibit A, in accordance with the provisions of this Agreement. Temple may revoke or modify Sponsor’s permission to use the Facility in whole or in part if at any time Sponsor fails, neglects or refuses to perform to Temple’s satisfaction any of Sponsor’s duties or obligations as set forth in this Agreement.
3. Sponsor’s use of the Facility for the Event shall be exercised in a manner that does not interfere with Temple’s other use or occupation of the Facility or Temple’s other property or premises. Temple may impose supplemental guidelines for use of a particular Facility, which shall be incorporated herein by reference upon notice to Sponsor.
4. Sponsor has inspected and accepts the Facility “as is,” and agrees that Temple shall have no responsibility for the condition of the Facility to Sponsor or to any of Sponsor’s invitees or guests. Sponsor acknowledges that it is licensing the Facility without any warranty or representation by Temple as to the condition of the Facility or its fitness for Sponsor’s Event.
5. Sponsor agrees that it shall be obligated to maintain the Facility for the safe exercise of the Event at Sponsor’s sole cost and expense in accordance with the provisions of this Agreement. Upon completion of the Event, Sponsor shall deliver the Facility to Temple in substantially the same condition as existed immediately prior to Sponsor’s use. Sponsor agrees that if its use of the Facility causes damage to the Facility or any part thereof, at Temple’s option Sponsor shall promptly repair and restore any such damage or Temple may proceed to have the work done and collect the cost thereof from Sponsor.
6. Sponsor shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Sponsor’s use of the Facility. Sponsor shall not install any improvements or make any alterations to the Facility without the prior written approval of Temple.
7. Sponsor shall not use or allow the Facility or any part thereof to be used or occupied for any purpose other than the Event as set forth in Exhibit A, nor for any unlawful purpose, and Sponsor shall not allow any act to be done or condition to exist in the Facility or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force or required under this Agreement.
8. At no time shall Sponsor permit the number of individuals occupying the Facility to exceed the Maximum Occupancy set forth in Exhibit A, nor shall Sponsor fail to maintain an adequate minimum ratio of adults to minors, if applicable. Sponsor shall carefully survey the Facility for any dangerous conditions or hazards prior to each separate time it enters and exits the Facility, and shall be responsible for notifying Temple promptly of any conditions that Sponsor deems to present a danger or hazard.

9. Sponsor shall comply with the following insurance requirements:

(a) At its sole cost and expense, Sponsor shall obtain and maintain in effect insurance policies and coverages acceptable to Temple for the Facility and the Event, and Sponsor's and its agents', guests', invitees' and employees' use of the Facility for the Event. At a minimum, Sponsor shall obtain and maintain in effect the following coverages: Workers' Compensation and Employer's Liability coverages which equal or exceed the requirements of the Commonwealth of Pennsylvania (if such coverage is applicable), Comprehensive General Liability coverage in an amount not less than \$1,000,000 per occurrence, and any additional insurance requirements set forth by Temple in Exhibit A.

(b) Concurrently with the execution of this Agreement, Sponsor shall file with Temple, certificates of insurance satisfactorily evidencing the insurance required pursuant to this paragraph. Temple must be named as an additional insured on all policies except Workers' Compensation and Employers' Liability (if such coverage is applicable). Such insurance may not be canceled, amended or permitted to lapse except upon a minimum of thirty days' prior written notice to Temple.

(c) Sponsor shall be solely responsible for payment of any deductible required by such insurance, in the event of a paid claim.

(d) The minimum insurance coverage limits to be maintained by Sponsor hereunder shall not limit Sponsor's liability under this Agreement.

10. Nothing in this Agreement shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or landlord and tenant, between the parties, it being understood that nothing contained in this Agreement, or any acts of the parties hereto, shall be deemed to create any relationship other than an independent contractor relationship between Temple and Sponsor.

11. In addition to Temple's express or implied right of entry under any other provision of this Agreement, Sponsor shall permit Temple to enter the Facility at all reasonable times for the purposes of, but not limited to:

(a) inspecting the Facility to determine whether Sponsor has complied or is complying with the provisions of this Agreement;

(b) exercising any matters pursuant to applicable law or governmental regulations; and

(c) carrying out any purpose necessary, incidental or connected with the performance of any Temple obligation under this Agreement.

12. Notwithstanding any contrary provision in this Agreement, Sponsor shall indemnify, defend and save harmless Temple and its trustees, officers, agents and employees (collectively, "Indemnitees"), from and against any and all losses, expenses (including, without limitation, litigation costs and reasonable attorney fees), claims and liabilities in law or in equity, except those due to the gross negligence or willful misconduct of Temple, which may be imposed upon or incurred by or asserted against Temple based upon or arising out of, in whole or in part, any act or omission of Sponsor (including its officers, members, agents, guests, invitees and employees) in connection with this Agreement or Sponsor's use of the Facility, or of Sponsor's failure to keep, observe or perform any of its responsibilities under this Agreement or of any of the following that occurs during the times permitted for use of the Facility by Sponsor for its Event:

(a) any activity in or about the Facility, or any part thereof, by Sponsor or any of its officers, members, agents, guests, invitees or employees;

(b) any use, possession, occupation, condition, operation, maintenance or management of the Facility, or any part thereof, by Sponsor or any of its officers, members, agents, guests, invitees or employees; and/or

(c) any accident, injury or damage to any person or property occurring in or about the Facility or other Temple property in going to or from the Facility in connection with the Event.

In the event that Sponsor is a governmental entity that is legally restricted or prohibited from promising to indemnify another party, Sponsor agrees that it will indemnify the Indemnitees as provided in this paragraph 12 to the fullest extent permitted by law.

If any action or proceeding is brought against Indemnitees relating to any matter for which the Sponsor has indemnified Indemnitees, Sponsor shall, upon written notice from Temple, at Sponsor's sole cost and expense (including, without limitation, reasonable attorneys' fees and costs), resist or defend such action or proceeding by counsel approved by Temple in writing, but Temple's approval of counsel shall not be required when the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim. In any and all claims against Indemnitees by any employee of Sponsor or anyone else for whose acts Sponsor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Sponsor or other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. This Agreement sets forth all of the promises, conditions and understandings between Temple and Sponsor relating to the Facility. There are no promises, conditions and understandings, either oral or written, between Temple and Sponsor other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both Sponsor and Temple. No oral representation, whenever made, by any official or employee of Temple shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns. This Agreement may not be assigned by Sponsor without the prior written consent of Temple.

14. All notices from either party to the other under this Agreement shall be in writing and either hand delivered with receipt obtained or sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided above or such other address as the party to receive the notification may subsequently designate by written notice to the other.

15. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Temple University – Of The Commonwealth
System of Higher Education

By: _____
Martin S. Dorph
Vice President, Chief Financial Officer
& Treasurer

Sponsor:

By: _____

Print or type name: _____

Print or type title: _____

EXHIBIT A
FACILITIES USE AGREEMENT

Section I - to be completed by Sponsor

SPONSOR: _____

Address: _____ ZipCode: _____

Name & Title of Person Responsible for Event Telephone Email Address

Sponsor is a (circle one): For-Profit Corp. Not-for-Profit Corp. Other
If "Other," describe: _____

TITLE OF EVENT: _____ DATE(S): _____

REQUESTED USE OR PURPOSE: _____
Meeting/Conference/Seminar/Etc.

SPONSOR'S INSURANCE INFORMATION*

INSURANCE COMPANY NAME(S): _____

INSURANCE POLICY NO.(S): _____

INS. CO. ADDRESS(ES): _____

SPONSOR'S INSURANCE BROKER/AGENT NAME: _____

INSURANCE BROKER/AGENT ADDRESS: _____

INSURANCE BROKER/AGENT CONTACT PERSON: _____

CONTACT PERSON PHONE: _____

CONTACT PERSON FAX: _____

SPECIAL ACCOMODATION REQUESTS: _____

*Comp GL Insurance requirements may be satisfied by Sponsor's purchase of "TULIP" coverage through Temple's Risk Management Department.

Contact: Benjamin Evans, Director, ph (215) 204-8523 fax (215) 204-6735

Sponsor Initials: _____

Temple Initials: _____

Section II - to be completed by Temple

Temple Contact: _____ Tele.: _____
Email: _____ Fax: _____

PROPERTY: _____
Street Address, City, State, Zip

FACILITY: _____ MAX. OCCUPANCY: _____ Persons
Room/Suite/Floor/etc.

EVENT (approved use or purpose): _____
Meeting/Conference/Seminar/Other (Explain)

EVENT DATE: _____ TIME: _____

ADD'L DATE(S): _____
ADD'L TIME(S): _____

INSURANCE REQUIREMENTS: Comp.GL Workers' C. Other
(circle all that apply)
If "Other," describe: _____

LICENSE FEE: _____ OTHER FEES: _____

50% DEPOSIT: _____ Received By: _____ Date: _____

CANCELLATION REFUND SCHEDULE:

# DAYS ADVANCE <u>WRITTEN NOTICE TO TEMPLE</u>	% LICENSE <u>FEE REFUND</u>
_____	_____
_____	_____

NO REFUND OF DEPOSIT IF WRITTEN NOTICE OF CANCELLATION IS RECEIVED LESS THAN SEVEN (7) DAYS PRIOR TO THE EVENT. TEMPLE MUST RECEIVE ALL FEES BY DATE OF EVENT.

SPECIAL CONDITIONS:

Sponsor Initials: _____

Temple Initials: _____