

FACILITIES USE AGREEMENT

GENERAL TERMS AND CONDITIONS (September 20, 2022)

1. Reservation of Space. The University will reserve the Contractor's use of the space, facilities, and/or equipment (collectively, the "Space") indicated in the Order Form during the period of time indicated in the Order Form (the "Term") following execution of the Order Form by both parties (the "Effective Date") and the University's receipt of the deposit (if applicable). The University shall not be responsible for providing, for use of the Contractor, any Space not described on the Order Form. Contractor shall only use the Space for the sole purpose of the Event set forth in the Order Form and in strict compliance with the terms and conditions of the Agreement.

2. Payment Terms.

- a. The Use Fee contained on the Order Form is the minimum cost of the Space, based on the University's evaluation of information provided by the Contractor and does not include any additional labor or equipment. As set forth below, the University reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
- b. The deposit indicated on the Order Form shall be credited against the total Use Fee.
- c. Deposits and payments are non-refundable except where the University is unable to deliver possession of the Space through no fault of the Contractor.
- d. If the Contractor requires services, staff, equipment, and/or material in excess of those specified on the Order Form, the Contractor agrees to pay the University without demand any sum which may be due for any additional service, custodial overtime services, technical assistance, security services and equipment or material furnished or loaned by the University.

If the Contractor should decide not to utilize the Space or any portion thereof, the University shall not be obligated to reduce the Use Fee.

3. Contractor Responsibilities.

- a. The Contractor shall not include the name of University and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the University other than as the location for the Event. The name of the University of Connecticut is not to be associated with any group that is not a bona-fide organization of the University.
- b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Agreement, including without limitation all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Agreement, and shall immediately upon the request of the University, deliver written proof of such to the University.
- c. The University reserves all commercial broadcasting, television, recording and filming rights for its own benefit. The University will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service at the Space except where specifically agreed upon as a part of this Agreement.
- d. The Contractor may not assign any part or right of this Agreement or sublet the University or any part thereof to any other party without the prior written consent of University. The University will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Agreement.
- e. The Contractor agrees to furnish the University Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of University facilities.

- f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the University governing the use of the University's property and equipment. Specific system and University policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement which in any manner affect its conduct or its use of the Space. The University shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Agreement.
- g. In the event of weather-related or other closing announcements, please call the relevant Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: <http://alert.uconn.edu/>. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Contractor to contact its attendees in the event of any cancellation. Please note that if the Event is cancelled due to inclement weather, every effort will be made to reschedule. In the event the University is unable to reschedule the Event, the Contractor's deposit will be refunded.
- h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day of the Event.
- i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

4. Security.

- a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the University. The official representative of the University on site during the Term shall have full responsibility for the operation of the Space and the areas immediately adjacent thereto and shall act for and on behalf of the University in the management, supervision and control of the Space.
- b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the University resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
- c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the University, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of University policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all University facilities.
- d. Should there be a conflict during the presentation of the Event and the Contractor agrees that the official representative of the University will have complete supervision, direction and operational control.
- e. The Contractor shall complete a University accident report for any incident requiring administration of first aid at the Event. Said accident reports shall be provided to the University's Public Safety Division within twenty-four (24) hours of any incident.
- f. The University shall revoke the privilege of any participant to use any University facility if, in the sole opinion of the University, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the University.
- g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

5. Equipment.

- a. It is the responsibility of the Contractor to provide the University with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the University from any obligation to provide these services in the manner desired by the Contractor.
- b. Equipment provided to or rented by the Contractor as part of this Agreement is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of University personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the University.

- c. The Contractor shall see that any equipment provided by the University pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day.
- d. The Contractor agrees that equipment not specified as part of this Agreement shall not be used by the Contractor or Event participants.
- e. Contractor agrees that all electrical connections must be made by University personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the University, under such conditions and restrictions as University may specify.
- f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of University, endangers the structural integrity of University facilities.
- g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.
- h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this contract without prior written permission of University shall be deemed abandoned and disposed of by University at its sole discretion.
- i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

6. Food Service / State Sales Tax.

- a. The University presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the University. Requests for catering services shall be made through the University's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the University's food service vendor at the time the service request is placed. The Contractor shall provide the University's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.
- b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the University's Event Management Office, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the University's food service vendor. The University's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.
- c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the University's food service vendor. The Contractor agrees that neither the University nor the University's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the University's food service vendor within the time frames specified in this Section V.
- d. The Contractor shall cancel catering orders, by directly notifying the University's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern standard time on the day of the Event.
- e. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:
 - f. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the University as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, <http://www.ct.gov/drs>.
 - g. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the SN 98(11) Exemption

from the Connecticut State Department of Revenue Services, and listing the University as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.

- h. In all cases, the Contractor shall submit the appropriate documentation to the University when the Agreement is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.
- i. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

7. Specific Terms And Conditions Applicable To Any Program Involving Minors.

- a. For the purposes of this Section, “Event Participants” are defined as all those who are in attendance as a result of the Contractor’s operation of the Event including, but not limited to, Event attendees (“Attendees”), Contractor’s staff and volunteers, service subcontractors, exhibitors, speakers and their guests (“Event Staff”).
- b. The Contractor shall comply with Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, which currently set forth Connecticut’s mandatory reporting laws concerning known or suspected abuse or neglect of a minor. The Contractor shall ensure that all of its Event Staff who will supervise or otherwise come into contact with minor Event Participants are fully aware of, and have been sufficiently trained to comply with, their reporting obligations pursuant to sections 17a-101 through 17a-103a, as may be amended from time to time.
- c. Contractor shall only allow Event Staff who have successfully completed a background screening to have direct contact with minor Attendees. Criminal background screening must meet the standards set forth in the University’s Protection of Minors and Reporting of Child Abuse and Neglect Policy. Contractor shall be responsible for verifying the completion of said background screenings and shall make such verification available to the University upon request.
- d. The Contractor shall implement and enforce program rules and policies for the Event that are designed to safeguard minors.
- e. The Contractor shall provide adequate adult supervision of minor Attendees, including establishing and adhering to supervisory ratios consistent with the requirements set forth in section 19-13-B27a(n) of the Connecticut Agencies Regulations. The Contractor shall establish procedures to properly account for the whereabouts of minor Attendees (i.e., sign-in/sign-out procedures, etc.) for the duration of the Event. The Contractor is solely responsible for ensuring, and shall ensure, that all minor Attendees are properly supervised and accounted for at all times. The Contractor acknowledges and understands that the University will not provide or be responsible for the supervision of any minor Attendees or other Event Participants.
- f. The Contractor shall procure a waiver of liability from each Attendee acknowledging that the Event is not run by the University and that the University shall be held harmless from any liability arising out of operation of the Event by the Contractor, signed by the Attendee’s parent (guardian) if under the age of eighteen (18).
- g. Contractor’s failure, including the failure of any of Contractor’s Event Staff, to comply with this Section may result in immediate termination of this Agreement. In addition, Contractor may be disqualified from entering into further contracts with the University.

8. Specific Terms and Conditions Applicable to Particular Venues.

- a. If theater facilities are reserved:
 - i. The University shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the University and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section III of this Agreement.
 - ii. The Contractor shall provide ushers, ticket sellers, and ticket collection personnel as deemed necessary by the University’s Event Manager. These services may either be arranged through the University’s Event Manager or provided by the Contractor. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the University’s house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this

training session on time will delay the opening of the doors for the Event.

- iii. Any additional rehearsal and/or dressing room facilities must be specifically included in Section II of this Agreement and the arrangements for set-up or special services in these areas must be made through the University's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Agreement.
- b. If a gymnasium or other sports facility is reserved:
- i. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Agreement.
 - ii. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.
 - iii. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.
 - iv. The Contractor shall not permit gum chewing on gym courts or in pool areas.
 - v. If the Space includes a University pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the University with a copy of the Red Cross certification held by each lifeguard providing life-guarding services
 - vi. Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

9. Insurance Requirements.

- a. Commercial General Liability: Contractor shall provide the University a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Agreement with minimum Commercial General Liability coverage established at: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The University of Connecticut and its Board of Trustees and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Agreement and reference the Event set forth in Section II of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the State or the University.
 - i. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy (\$1,000,000 limit) is required.
 - ii. If an event is catered, then the caterer is required to have insurance coverage in the same amount. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Agreement, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Agreement then automobile coverage is not required.]*
- c. Workers' Compensation and Employers Liability: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
- d. Additional Provisions:
 - i. The Contractor shall assume any and all deductibles in the described insurance policies.
 - ii. The Contractor's insurer shall have no right of recovery or subrogation against the State or the University and the described insurance shall be primary coverage.

- iii. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State or the University.
- iv. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the University.
- v. All coverage is to be written on an “Occurrence” policy form.
- vi. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best’s Key Rating Guide and be licensed to do business in the State of Connecticut.
- vii. Contractor shall provide the University with a certificate of insurance thirty (30) days prior to the event, which states that the contractor is insured for the period of time covered by this Agreement and reference the event and event dates.
- viii. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

10. General Provisions.

- a. **Required State Terms:** The terms and conditions located at: <https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2022/07/Revenue-Contract-State-Terms-Conditions-revised-07.01.2022.pdf> are hereby incorporated by reference in their entirety into this Agreement as if fully set forth herein.
- b. **Indemnification:** The Contractor shall indemnify, defend and hold harmless the State of Connecticut and the University, and their respective officers, employees, students, agents, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor’s employees, agents, or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, negligence, misconduct, and/or intentional wrongdoing of the Contractor or its employees, agents or subcontractors. University retains the right to participate in the defense against any suit, action, proceeding, claim or demand, and the right to consent to any settlement.
- c. **Termination:**
 - i. *By Contractor.* The Contractor may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the University. If the Contractor terminates this Agreement for reasons other than as a result of the University’s breach of or failure to observe any provision of this Agreement, the University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the deposit) previously paid by the Contractor.
 - ii. *By the University.* The University may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the Licensee. If the University terminates this Agreement for reasons other than as a result of the Licensee’s breach of or failure to observe any provision of this Agreement, the University will return, within a reasonable period of time following such termination, to the Licensee any portion of the Usage Fee (including the Deposit) previously paid by the Licensee. The University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the Deposit) previously paid by the Licensee if the University terminates this Agreement as a result of the Licensee’s breach of or failure to observe any provision of this Agreement.
- d. **Force Majeure:** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

- e. Acceptance of Agreement: If a signed original of this Agreement has not been received by University two weeks prior to event, University shall have the right to contract with other parties for use of the space without notice to Contractor.
- c. Entire Agreement and Amendment: This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.