

NORTHERN ESSEX COMMUNITY COLLEGE

100 Elliott Street, Haverhill, MA 01830

Use Agreement for Campus Facilities

THIS AGREEMENT, made and entered into on _____ day of

_____, 20____ by and between _____
("User") and Northern Essex Community College (College) and the
Commonwealth of Massachusetts.

In consideration of the mutual promises contained below, the parties agree as follows:

1. User hereby agrees to utilize the facilities/equipment/services from Northern Essex Community College on the dates and times for the activity and purposes stated on the Facilities Reservation Form, for the fee and other payments, all as shown on the Billing Form.
2. The User understands that other activities may be conducted on the College campus by the College or other users during the above time period; however, the College agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with the User's activities. The college reserves the right to move and/or reschedule events on as needed basis.
3. Unless otherwise stated, the User shall be billed for all facilities, equipment and services prior to the facility's use and all payments are due 30 days prior to the event. A bill for costs incurred due to damage of equipment or facilities or other services not provided for will be directed to the User and are due 10 days after receipt of bill.
4. The User agrees that the College shall not be liable for any damage to persons or property arising from any cause which shall occur in any manner in or about the premises during the term of this agreement, and the User of Northern Essex Community College facilities shall be responsible for, and hereby agrees to indemnify and hold harmless the Board of Trustees and the Board of Higher Education, herein after called the Board(s), its trustees and its executive and administrative officers and **NORTHERN ESSEX COMMUNITY COLLEGE** and its executive and administrative officers, agents, employees and students from all loss, damage suits, claims, costs, expenses, demands, judgments or liabilities of whatsoever kind or nature arising out of or in any way connected with the User's undertakings, activities, or performance under this agreement whether they are

due or claimed to be due, to any negligence of the College, its officers, agents, employees, students or due to any other cause.

5. User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in the Agreement shall imply any partnership, joint venture, or other association between the College and the User. The User shall have sole responsibility for the content and the conduct of its activities on the College campus. The College's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the College. The User will provide to the College copies of printed materials used as a means of advertising /publicizing the event, for the records of the College.

6. User agrees that it has inspected the premises and facilities and accepts them in their present as is condition and shall not alter or change the facilities without written approval of the College and that at the termination of use, the premises shall be returned in the same condition as received by the User, unless agreement has been made for college staff to return the premises to original condition and payment has been made for those services.

7. If prior to the use date(s) the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of cause beyond the reasonable control of the College, then the College may elect to terminate this Agreement and return User's payment and have no further obligation.

7a. If any required deposit or other sum is not paid promptly when due or in the event the User shall violate any of the terms of the Agreement, the College may cancel the Agreement, require User to vacate the premises and the College shall retain all sums received prior to such termination.

8. User is encouraged but not required to use our contracted food service provider. You may choose one of Northern Essex Community College recommended caterers for your food and non alcoholic beverage service. (Please contact the NECC Facilities Coordinator for the recommended caterers list.) Please note that caterer you use is in no way to represent themselves as an employee or agent of NECC. The use of the College's name or logo on letterhead, billheads, or signs in any other manner is not permitted. In addition the College shall not be liable for any damage to persons or property arising from any cause which shall occur in any manner in or about the premises and the User of Northern Essex Community College facilities shall be responsible for, and hereby agrees to indemnify and hold harmless the Board of Trustees and the Board of Higher Education, herein after called the Board(s), its trustees and its executive and administrative officers and NORTHERN ESSEX COMMUNITY COLLEGE and its executive and administrative officers, agents, employees and students from all loss, damage suits, claims, costs, expenses, demands, judgments or liabilities of whatsoever kind or nature arising out of or in any way

connected with the User's undertakings, activities, or performance whether they are due or claimed to be due, to any negligence of the College, its officers, agents, employees, students or due to any other cause.

9. User agrees to keep in force Liability Insurance in the amount of at least one million dollars. A certificate of insurance shall be provided to College with original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. Certificate of insurance must be received by Northern Essex Community College thirty (30) days prior to the start of the date of event.

10. The User, its representatives and employees, shall comply with all college rules, regulations, and/or laws prescribed by the College for use of facilities/equipment/services of the College and with all applicable governmental rules, laws, ordinances and regulations of the Commonwealth of Massachusetts. College personnel shall be given preference to any space.

11. The College reserves the right to assess a charge for re-keying locks when keys authorized to be checked out to a User are not returned at the conclusion of the event/program.

12. The User agrees to comply with all reasonable requests and regulations provided by College officers and/or representatives regarding health and safety considerations. All state and local laws and ordinances, as well as College regulations concerning health, safety and public order, which are applicable to the use and occupancy of College facilities shall be observed by User, its officers, agents, employees, guests, patrons, or invitees.

13. Facilities occupied by User shall, at all times, be under control of the College, and all personnel from the College shall have right to enter the College facilities on official College matters at any time when so deemed necessary.

14. All general meeting rooms, hallways, rest rooms and of public areas of College facilities are considered to be non -smoking areas unless they are specifically marked a "designated smoking area".

15. The User agrees that it will comply with all state and federal anti-discrimination laws during its performance under this agreement.

16. The parties acknowledge that this agreement, and the enforcement of the terms and conditions stated herein, are governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

17. It is the policy of the Board of Trustees of Northern Essex Community College that no persons shall give, sell, deliver, or have in their possession any alcoholic beverage in any building owned or operated by the college, or on any premises used for college activity and under the control of the Board of Trustees of Northern of Northern Essex Community College.

18. No animals are allowed on college property, whether for companionship, or as part of entertainment. Individuals who use Guide dogs or other Service Animals are permitted by law with their animals, to participate in any activity or event offered at Northern Essex Community College

19. We need your help to keeping our campus tidy!!

Please remember that no tape can be used to affix material to the walls, doors, or windows in the TC 103 AB conference area. There is a tracking system installed in these rooms to hang posters, art, paper, and other items.

Material posted randomly devalues the appearance of this beautiful facility and the adhesive material (or adhesive removal products) can permanently destroy surfaces.

In other areas, it is college policy that all posters, paper, announcements, etc. must be approved and stamped by the Student Activities and Orientation office and hung only on designated bulletin boards. Fire code prohibits material from being posted in any other areas; please help us by removing any items hung outside of designated bulletin boards.

IN WITNESS WHEREOF, the parties hereto are duly authorized legal signatories acting on behalf of the organization/business entity and have executed to Agreement, in triplicate on the day and year above referenced.

USER:

BY: _____

Duly Authorized Legal Signatory

TITLE: _____

NORTHERN ESSEX COMMUNITY COLLEGE:

BY: _____

FACILITIES USE COORDINATOR

AKG 08/06/08