

**EVENT AGREEMENT
TERMS AND CONDITIONS**

This Agreement is made and entered into on this date: between Northern Essex Community College (NECC) an agency of the Commonwealth of Massachusetts and hereafter called the User) for the use of event space at NECC.

NECC authorizes the User access to the use of event space on the date(s) and time(s) as noted:

Date(s): Time(s):

Room Reserved: # of Guests:

The User declares the purpose of the event as follows:

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.

Breakdown of Costs:

The User agrees to sign, and return this Agreement within ten (10) business days. An invoice will be issued from NECC Accounts Receivable Dept to:

Non-refundable Deposit \$100 (Exclude State & Government Agencies) Set up fee

Facility Use \$ Room Maintenance \$ IT\$ Public Safety \$

Other Fees (Billed separately) Fire Detail/EMT\$ Police Detail\$ Food Services\$

Payment received/waived\$ _____

Total amount due \$

Please remit payment with signed agreement (\$100.00 of which will be non-refundable)

The college will work closely with the User to ensure the success of the event. The college values the community and its User groups and strives to provide successful events through professional planning assistance. Please also understand that the college has policies and guidelines in place which must be followed by all Users. 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 within 10 days after receipt of bill.

Deposit: A non-refundable deposit of \$100 is when the event is booked. This Agreement must be signed and returned within ten (10) business days, to the Director of Auxiliary Services at NECC 100 Elliott Street, Haverhill, MA 01830. The signed Agreement will ensure the exact date, time and location of your event reserved for the User.

Schedule of Payment:

Four (4) weeks prior to the event, 50% of the estimated balance is due. Final payment must be remitted by Money Order, Credit Card, or Bank Check at least seven (7) business days before the event. This payment policy will be strictly enforced. State agencies using a purchase requisition must have purchase orders in place two (2) weeks prior to the scheduled event.

Function Time:

Daily space is held for use in four (4) hour increments from 6:00 am until midnight unless designated differently in the agreement.

Cancellation Policy:

NECC reserves the right to cancel any permission to use its facilities if the User fails to adhere to the policies outlined in this contract or if the premises become unusable due to events outside of the reasonable control of the college.

- a. If the User cancels an event less than one month prior to the date of the scheduled function, monies paid will be forfeited other than a cancellation due to Force Majeure.
- b. If NECC cancels an event due to the User's failure to adhere to the material policies outlined in this contract, monies paid by the User will be forfeited (which shall be NECC's sole remedy).
- c. If NECC cancels an event due to events outside of its reasonable control, all monies paid by the User will be refunded.

Liability and Indemnification:

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 shall be responsible for, and hereby agrees to indemnify and hold harmless the Board of Trustees and the Department of Higher Education, herein after called the Board(s), its trustees and its executive and administrative officers and NECC 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 except to the extent due to any negligence of the college, its officers, agents, employees, students or due to any other cause.

Additional Policies:

The 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.

College facilities may not, under any circumstances, be used by individuals or groups, private or public, profit or non-profit, for the purpose of conducting political fundraising activities as provided in Chapter 55, Massachusetts General Laws.

The User agrees to strictly enforce and abide by state, federal and local laws and NECC's policies regarding the consumption of alcoholic beverages and smoking.

NECC must approve all advertising related to this function which directly or indirectly refers to the college prior to the publication thereof.

The college's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written notice from the college's COO/CFO.

The host of the event is responsible for accommodating sign language interpreting, access, and food-related allergy requests

The 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 (reasonable wear and tear excepted), unless agreement has been made for college staff to return the premises to original condition (reasonable wear and tear excepted) and payment has been made for those services.

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.

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, and require the User to vacate the premises; the college shall retain all sums received prior to such termination.

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.

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.

Facilities occupied by the User shall, at all times, be under control of the college, and all personnel from the college shall have the right to enter the college facilities on official college matters at any time when so deemed necessary; provided that other than in the event of an emergency such entry shall not interfere with the User's operation or the Event.

NECC is a Smoke-Free Campus.

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

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. In the event of litigation in connection with this Agreement, the non-prevailing party

shall reimburse the prevailing party for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection with any such litigation, including any appeal therefrom.

No alcoholic beverages may be consumed, served, sold or stored by students, guests, invitees, educators, administrators or executives of the college at any of the college campuses or satellites or in any motor vehicle owned or leased by NECC without the advance (not less than 30 days) written approval of the college president, or vice president of administration & finance, or designee. The college requires a liquor permit when serving alcohol. This permit is attained by having NECC's approved vendors submit a liquor application with the city or town where the function is being held. Since most if not all of the licensing boards at each city or town only meets once a month, the application for this license should be submitted at least 60 days before the function. All events where alcohol is served must have the president's or vice president of administration & finance's approval. If, after having secured the required written approval, alcohol is served or sold by anyone, then it must be served or sold strictly in accordance with applicable state law.

Visitors to an NECC campus are required to adhere to the following guidelines:

- The user must choose NECC Approved Vendors for Catering and Alcohol.
- No animals are allowed at college events, 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 NECC.
- Please remember that no tape can be used to affix material to the walls, doors, or windows in any rooms on campus. Material posted randomly devalues the appearance of this facility and the adhesive material (or adhesive removal products) can permanently destroy surfaces. We need your help in keeping our campus tidy!!
- We do not offer printing/copying services on campus. All materials should be printed or copied prior to your arrival.
- 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.
- If requested, the User will provide Liability insurance \$1,000,000 per occurrence, \$1,000,000 aggregate and will provide NECC with a Certificate of Insurance showing all applicable coverage and showing NECC as an additional insured on the Certificate of Insurance.
- The User will need to use their own wireless payment system and will not take credit card payments over the Northern Essex Community College wired/wireless network.

Upon signing this Agreement, the User also agrees to all "Terms and Conditions".

IN WITNESS WHEREOF, the parties have executed this Event Agreement on the date first written above.

User: (signature) _____ Date: _____

User: (print) _____

NECC: (signature) _____ Date: _____

NECC: (print) Michael McCarthy

Please sign and return the above agreement, with total deposits within ten business days to:

events@necc.mass.edu
Northern Essex Community College 100 Elliott Street
Haverhill, MA 01830

Please make checks payable to Northern Essex Community College, Accounts Receivable

Thank you for choosing Northern Essex Community College.