FACILITIES USE AGREEMENT
for:
Columbia University Schools and Affiliates

This Facilities Use Agreement (the "Agreement") is entered into by and between The Trustees of Columbia University in the City of New York for its Graduate School of Social Work (the "University") and _____ (the "User") on _____ (date).

The User intends to temporarily occupy and make use of part of the University's venue at 1255 Amsterdam Avenue, New York, NY 10027 as described below.

In consideration of the mutual benefits derived hereunder, the parties agree as follows:

Event Name: _____

Date(s): _____

Projected Attendance: _____

Room(s) / Space
Description (the "Facilities") _____

User's 'Use Supervisor' Name _____

Use Supervisor's cell phone _____

Full Rental Fee: _____

Deposit: _____

Balance: _____

University shall permit User to use the Facilities as part of the above-described event. Use of the Facilities shall be in accordance with all terms and conditions of this Agreement and under all rules and regulations with respect to use of University facilities.

Rental Fee is based on the User's requirements for the event. Please refer to the attached quotation for an itemized breakdown of all fees associated with the event.

Fees and Payment Schedule: The User will be responsible for all costs related to the Event, including (a) the Room Fee, and (b) costs attributable to the Event, including all auxiliary costs for AV technical support, custodial, labor, furniture rental, and Security (if required).

Upon the signing of this agreement, the User shall remit a payment of 50% of the estimated charges due (the "deposit"), to serve as a deposit to reserve space at the Columbia University, School of Social Work. The deposit is not refundable. The payment is due a minimum of thirty (30) days before the commencement of the rental period. If the deposit payment is not received by that date, the reservation on the room(s) shall be released. The final balance shall be paid no later than ten (10) business days prior to the Event date.

Additionally, a **damage deposit** of $250 will be collected in advance of the event and used if there is (a) damage to any portion of the Facilities or (b) heavy cleaning beyond normal post-event cleanup is required, as a result of the event. If there are no such damages or need for heavy cleaning, the damage deposit ($250) will be returned to the User upon settlement.

Reservation Requirements: A signed copy of the Facilities Use Agreement, Memorandum of Insurance, and Deposits are due thirty (30) days prior to the event.

Form of Payment: All payments must be made in the form of a Certified Check, Company Check, or Bank Money Order, payable to The Trustees of Columbia University and sent to Columbia University School of Social Work, Office of Financial Management, Room 602, 1255 Amsterdam Avenue, New York, NY 10027. Personal Checks or other forms of payment will not be accepted.

Cancelations: Cancelations will only be accepted if received in written form by the User, ten (10) business days prior to the scheduled event. The fifty percent (50%) deposit is not refundable and cannot be credited to the balance due. Any cancelation after the fee due date shall result in a total retainer of all payments made to the University, by the User as liquidated damages. The University reserves the right to cancel any reservation for which payment outlined above is not received by the scheduled payment date.

Advanced Copy of Advertising (Signage) and Use of Name: A copy of the event program, any advertising, or other informational materials sent to the event participants, guests, employees or other representatives (the "participants"), must be submitted for approval thirty (30) days prior to its issuance. Users may reference the University to indicate the location of the event. Users shall not otherwise use Columbia University's name or the Graduate School of Social Work's name or any

variation, adaptation, or abbreviation thereof, or any logo or insignia owned by the University, without prior written consent of the University.

Insurance and Indemnity: The User agrees to maintain the following insurance at its own cost and expense, throughout the term of this agreement, with insurers licensed to do business in the State of New York, and to provide a Memorandum of Insurance naming Columbia University as an additional insured:

A. **Commercial General Liability Insurance** (including contractual liability, personal injury liability, sexual abuse and molestation coverage (Note: will add this wording when minors are attending the event), host liquor liability, and broad form property damage coverages) with limits of liability for bodily injury and property damage of not less than $2,000,000 per occurrence and in the aggregate. The policy shall be endorsed to include The Trustees of Columbia University in the City of New York and its trustees, officers, employees, and agents as additional insured with respect to the use of the University's facilities by the User.

B. If the User has employees on University premises, **Workers' Compensation and Employer's Liability Insurance** covering each employee of the User with a limit of liability in accordance with the applicable law in the case of Workers' Compensation Insurance, and with a limit of liability of not less than $1,000,000 each accident in the case of Employer's Liability Insurance.

The insurances referenced above will be primary coverage; any insurance the University may purchase or maintain will be excess and non-contributory. The User's Commercial General Liability Insurance will be written to cover claims incurred during the terms of this Agreement, and discovered, manifested, or made during or after expiration of the Agreement.

C. If the User brings its owned, leased or rented property including cameras, or other equipment, etc. on University premises, User's Property insurance must provide "All Risk" coverage insuring User's property at replacement costs.

The User shall indemnify, defend, and hold harmless the University and its trustees, officers, employees, and agents from and against all actions, suits, claims, demands, causes of action and proceedings, and all liabilities, losses, judgments, damages, costs, settlements and penalties, including attorney's fees incurred in connection therewith, arising out of or incident to, directly or indirectly, the use of Facilities. User also agrees to indemnify, defend, and hold harmless the University and its trustees, officers, employees, and agents from any costs, including attorney's fees, due to violation by User or any of the participants of any of the terms of this Agreement or by reason of the University's termination of User's use of the Facilities pursuant to this Agreement.

Catering: The User agrees to select a University approved catering vendor to ensure proper care and handling of food delivery, food service and food removal. In

situations where this is not possible, the University must approve an alternative caterer selected by the User, and such alternative caterer must discuss food service procedures with the University prior to the day of the event.

Personal Property: The University will not be responsible nor liable for any loss, theft, or damage to any personal property of the User, or any of its employees, agents, vendors, or participants.

Facilities Care / Damages: The University will hold the User responsible for any physical damages to the property associated with this event beyond the normal standards of wear and tear. Any costs resulting from damage, the need for heavy cleaning and/or loss caused by the User or User's participants shall be paid for by the User. In any event, the User is not permitted to make use of any party/conference decorations which may cause damage to the space or any University equipment or property. The User is not allowed to tape any material to the walls, windows, window shades, or other surfaces.

Supervision: The User shall designate a User 'Use Supervisor' onsite to ensure compliance by its participants with all house rules, including but not limited to use only of the Facilities designated above and the maximum number of participants, and shall provide supervision of such participants adequate to the University's satisfaction.

Right of Entry: The University may exercise the right to enter any room which the User has reserved pursuant to this Agreement, for the purposes of management, safety or compliance with applicable rules and regulations.

Right to Terminate due to Default and Waiver: Should the User or its participants at any time be in default in the performance of any of the provisions of this Agreement, the University may, at that time and at its option, elect to terminate this Agreement. Such termination shall be effective immediately. Upon such termination, User will release all space rented to be immediately vacated. Failure or delay on the part of the University to exercise any right under this Agreement, or to require full performance by User, shall not operate as a waiver thereof, nor shall any single or partial exercise of any right by the University preclude its exercise of any other right.

Force Majeure: If the School of Social Work shall be unable to carry out its obligations under this Agreement by reasons of accidents, strikes, labor disputes, sickness or death of key personnel, energy shortages, governmental directives or Acts of God or other casualty, the University shall be excused from its obligations herewith and shall have no liability under this Agreement. In such an event, the User's deposit and all other payments to Columbia in connection with this Agreement shall be returned to the User.

Compliance: The User agrees to comply with all applicable laws and regulations, including but not limited those of the New York Board of Fire Underwriters, and with all rules and regulations of the University now or hereafter in effect with respect to the use of Facilities.

If the User agrees with the terms of this Agreement, the Agreement should be signed where applicable and returned with the Certificate of Insurance and Deposit requirement.

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

By: _____
(Name of Officer)

Signature: _____

Title: _____

Date: _____

USER: _____

By: _____
(Name of Authorized Representative, Print or Type Name)

Signature: _____

Title: _____

Date: _____