STOCKTON UNIVERSITY

Contract #: _____

Agreement for Organization's Use of University's Facilities

The following AGREEMENT is made on _____, between

STOCKTON UNIVERSITY
101 Vera King Farris Drive, Galloway, New Jersey 08205,
(*hereinafter referred to as the* "UNIVERSITY"),

and

_____

whose address is: _____

(hereinafter referred to as the "CLIENT")
(the "Agreement").

CONDITIONS OF AGREEMENT

1. The UNIVERSITY grants permission to the CLIENT, to use the following facilities (the "Facility" or "Facilities") from _____ to _____ (the "Term").

2. The CLIENT agrees to pay the UNIVERSITY a total of $_____ for use of the Facilities according to the terms herein. The University must receive the executed contract, deposit(s) and payment(s) according to the schedule assigned below. Adjustments to facility use, labor, and/or damage charges will be adjusted at final billing.

3. DEPOSITS and CANCELLATION POLICIES: All deposits are non-refundable. Cancellation of the event by the CLIENT will result in the forfeit of all deposits.

☐ Reservations (Non-Residential): Contract issued over 30 days in advance of the start date.
50% deposit due within 15 days from the date of the issued contract or the reservation will be cancelled. Remaining balance due 7 business days prior to start date.

☐ Reservations (Non-Residential): Contract issued less than 30 days prior to the start date.
Full payment due 7 business days prior to the start date.

☐ Reservations for events in the Performing Arts Center: Contract issued over 30 days in advance of the state date.
Reservation payments shall be based on the deposit schedule set forth below and in the University's Performing Arts Center contract.

☐ Reservations with On-Campus Residential Accommodations: Contract issued over 30 days prior to the start date.
$250 deposit must be received within 15 business days from the date of the issued contract or the reservation will be cancelled. 50% of the remaining balance due 30 calendar days prior to the start date. Remaining balance due 7 business days prior to start date.

☐ Reservations with On-Campus Residential Accommodations: Contract issued less than 30 days prior to the start date.
Full payment due 7 business days prior to the start date.

☐ Reservation is by federal or state agency.
Payment schedules have been adjusted as outlined below.

Deposit Schedule:

Balances over 90 days past due will be charged interest at the rate of 10%.

4. Performing Arts Center events: If the University's estimate for use of the University's facilities and equipment is greater than the actual cost as determined by the University, then any excess amount will be set forth as a credit in the Statement of Activity that will be completed after the event. In addition, if the University collects ticket sales, then the CLIENT will receive the agreed upon ticket sale revenue less any balance due for event staging on the Statement of Activity.

5. The CLIENT and all employees, volunteers, representatives, and participants in its Event, shall abide by all laws, regulations, policies and procedures of the State and the UNIVERSITY, and shall cease and desist any activity which in the judgment of the UNIVERSITY is in violation of said laws, regulations, policies and procedures. Pertinent prohibitions include, but are not limited to: the possession or public consumption of alcoholic beverages without a permit; the distribution of alcoholic beverages to minors; the ignoring of posted smoking, eating, or drinking restrictions governing the use of particular rooms or buildings; the use of flammable decorations or other materials, devices, or equipment which constitute a hazard or are destructive to property; the posting of signs or notices without the express written approval of the UNIVERSITY; and the building of fires on UNIVERSITY property.

6. NON-DISCRIMINATION: No person shall, on grounds of race, color, creed, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States or disability be excluded by CLIENT and all employees, volunteers, representatives, and participants in its Events from participation in or denied benefits of any Events. N.J.S.A. 10: 5-31 et seq.

7. The CLIENT shall: (A) provide sufficient adult chaperones if minors will attend any of its programs; (B) arrange with the UNIVERSITY to provide appropriate safety and security for any events that are open

to the public; (C) hire security officers as the UNIVERSITY, in its sole discretion, deems necessary to ensure the safety of participants in public events.

8. The UNIVERSITY reserves the right to inspect all Facilities being utilized by the CLIENT under the terms herein and to regulate the use of such Facilities and to enter any room or building at any time to make any required repairs.

9. The UNIVERSITY shall accept no responsibility for theft or loss of money, valuables, or personal effects of CLIENT or its employees, volunteers, representatives, participants or staff involved in the program of the CLIENT.

10. The CLIENT shall be responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property which may be the result of, or may be caused by, the CLIENT'S occupancy or use of the UNIVERSITY'S Facilities or premises and for which the UNIVERSITY might be held liable. The CLIENT shall be responsible for all damages and losses beyond normal wear to buildings, facilities, equipment, furniture, etc., owned by or a part of the UNIVERSITY'S campus and to reimburse the UNIVERSITY fully for the cost of repairs or replacements. The CLIENT shall protect, indemnify and defend the State, the UNIVERSITY, its Board, and any officer, agent, or employee of the UNIVERSITY and save them harmless from and against all suits or actions at law for damage or injury to persons, life, or property that may arise or be occasioned in any way because of the CLIENT'S occupancy or use of the Facilities or premises of the UNIVERSITY, regardless of responsibility or negligence.

11. REPRESENTATION: The CLIENT shall not use the UNIVERSITY'S name, insignia, logo, picture, or any other material that might create the impression of association, affiliation, partnership, or any other joint venture with the UNIVERSITY, without the prior express written approval of the UNIVERSITY. The UNIVERSITY shall have the right to review any solicitations, advertisements, or additional information produced by or for the CLIENT that identifies the UNIVERSITY in any way. Use of Facilities does not imply sponsorship, endorsement, support, or association by the University with the views, activities, opinions, or content presented by the CLIENT.

12. CONSTRUCTION ACTIVITIES**:** The CLIENT acknowledges that during the Term of this Agreement, the UNIVERSITY may be conducting construction or renovation of buildings, function spaces, residence halls, dining centers and campus infrastructure improvements. Rerouting of vehicle and pedestrian traffic, noise, dust and other customary consequences of construction activity may occur. The CLIENT shall have no claim for reduction of its obligations hereunder or any other claim or cause of action against the UNIVERSITY because of such construction activities, including relocating activities to comparable locations on campus.

13. INSURANCE: The CLIENT shall procure and maintain during the Term of this Agreement Commercial General Liability Insurance with minimum coverage of $1,000,000 (each occurrence) and $2,000,000 (aggregate) issued by a Class A company, with the UNIVERSITY and the STATE OF NEW JERSEY included on a certificate of insurance as additionally insured. The certificate must be received by the University no less than five (5) business days prior to the start of the Term (in the case of Performing Arts Center events, 30 days prior to the date of the event) and shall be attached hereto and incorporated herein as Exhibit 1.

If minors under the age of eighteen (18) will be in attendance during any of the CLIENT'S program, or if minors under the age of eighteen (18) will be on staff for CLIENT'S program, the CLIENT must have a sexual abuse/molestation endorsement in their commercial general liability insurance policy. A copy of the endorsement must be forwarded along with the certificate of insurance.

14. CLERY ACT REPORTING: The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), 20 U.S.C. 1092(f), requires reporting of certain crimes. Pursuant to this Agreement, CLIENT shall have a duty to cooperate with the UNIVERSITY, law enforcement authorities, and the UNIVERSITY Police Department to promote the safety and security of UNIVERSITY students and residential life staff members and an absolute duty to provide timely dissemination of information and reporting of the following Clery Act crimes taking place at the UNIVERSITY that are known or should have been known by CLIENT during the Term herein.

    Clery Crimes: Murder and non-negligent manslaughter, negligent manslaughter, sex offenses (forcible and non-forcible), robbery, aggravated assault, burglary, motor vehicle theft, arson, arrests or persons referred to campus disciplinary action for liquor law violations, drug related violations, weapons possession, and "hate crimes" (defined as a criminal offense against a person or property which is motivated in whole or in part by the offender's bias against another because of their being or perceived as identifying with a particular race, gender, gender identity, religion, sexual orientation, national origin, ethnicity, or disability). Hate Crimes fall into the list cited above with the addition of intimidation, larceny, simple assault and destruction/ damage/ vandalism to property.

    (View Additional information about the Clery Act: http://www.ed.gov/admins/lead/safety/campus.html *and the UNIVERSITY'S Clery Act Information Report at* www.stockton.edu/police)

15. For purposes of this Agreement, the delegated representative of the UNIVERSITY shall be _____ and the delegated representative of the CLIENT shall be _____.

16. The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, specifically, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., in the courts of the State of New Jersey. The parties further agree that Atlantic County, in which the UNIVERSITY is located, shall be the venue for any disputes between parties.

17. The CLIENT agrees to comply with UNIVERSITY policies and procedures and public health regulations and guidance issued by the State of New Jersey, the Centers for Disease Control, and/or federal or local governmental agencies. The UNIVERSITY reserves the right to cancel, modify or limit the use of the facilities in order to comply with federal, State and local laws, regulations, executive orders, protocols and guidance.

18. This Agreement represents the entire agreement between the UNIVERSITY and the CLIENT. Any modifications of this Agreement must be made in writing by agreement of the parties. The rights and duties arising under this Agreement shall not be assigned or delegated by either party without the other party's prior written consent.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE SET FORTH ABOVE AND DULY HERETO AUTHORIZED ACCEPT THE FULL TERMS OF THIS AGREEMENT.

UNIVERSITY	**CLIENT**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title

Exhibit 1
Certificate of Insurance

EXHIBIT 2

Facility/Name & Date of Event/Rate Schedule:

Additional Terms (if Applicable):