



LICENSE FOR USE OF FACILITIES LONG ISLAND UNIVERSITY

In consideration of the license hereby granted to _____ ("Licensee"), located at _____ to use certain facilities of the _____ Campus of Long Island University ("Licensor") located at _____, on the date(s) and times set forth in Schedule A annexed hereto, Licensee agrees to comply with the following terms and conditions:

1. Licensee shall pay to the Licensor a basic rental fee of \$_____.
2. In addition to the basic rental fee, Licensee shall reimburse Licensor for such services as are provided by Licensor to support each event. Schedule A describes these services.
3. Licensee shall not contract with nor use any third party for traffic regulation or security purposes without prior written approval of Licensor.
4. Licensee agrees to identify Licensor in all publicity materials as LIU _____ or Long Island University. Licensee may not use the name "LIU _____" "Long Island University" or "LIU" without prior written consent of Licensor.
5. Licensee shall make no assignment or sublicense of this license or any of its rights hereunder, except with the prior written consent of Licensor; nor shall Licensee suffer or permit the premises to be occupied by others not authorized by Licensor.
6. Neither this agreement nor any act performed hereunder shall be construed as creating or establishing an employment, partnership or landlord/tenant relationship, joint venture or association of any type between Licensor and Licensee. The only relationship intended to be created hereunder is a licensor/licensee relationship. Licensee shall indemnify and hold Licensor harmless of and from all suits, claims, liability, loss or demands against the Licensor on the ground that the Licensor is an agent, partner, joint venture or employer of Licensee as a result of this agreement.

7. Insurance and Indemnification Requirements

Licensee agrees to defend, indemnify and hold harmless Long Island University, its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from the acts, omissions or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control with respect to Licensee's use of Licensor's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Licensor's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right

as a result of any performance on Licensor's premises; any injuries or damages resulting from defects, malfunction, misuse, etc. of Licensor-provided equipment or materials, or any injury to or damage sustained by any person or property, as a result of any action, words or images associated with Licensee's activity on Licensor's premises. The foregoing indemnity shall include any injury to or death of any of Licensee's agents, employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable workers compensation, disability or health benefits or other relevant acts or coverages. Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by its agents, employees or subcontractors. It is further understood and agreed that Licensee will require any subcontractors or others acting under its direction or control to: 1. execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as set forth herein, 2. maintain the same insurance coverage as set forth below, and 3. provide certificates of insurance evidencing the required coverage and naming Long Island University as "Additional Insured". Licensee is responsible for any thefts of Licensor's property by Licensee, its agents or employees, or anyone acting under the direction or control of any of them.

It is expressly understood and agreed that Licensee will provide adequate and appropriate security and supervision, in accordance with New York State Department of Health requirements, any applicable County or local requirements, and Licensor's policies and House Rules (as referenced in this license or provided under separate cover), of all persons associated with this program, including non-attendant periods of operation, and Licensee agrees to defend and indemnify Licensor for any losses, expenses, liabilities or alleged liabilities arising out of or resulting from any failure or alleged failure to provide such adequate security and/or supervision. This includes, but is not limited to, assaults and/or intentional acts of any nature or degree, any and all accidents of whatever nature, etc. on or by any person associated with this program and shall be deemed included within the supervision and security responsibilities assumed by Licensee.

Licensee will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of use/services covered by the agreement:

- a) Statutory workers' compensation, disability benefits and employer's liability affording the statutory limits/coverages required by relevant state law.
- b) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury; \$2,000,000 products/completed operations aggregate; and \$2,000,000 per location aggregate. This policy shall be written on an "occurrence" basis and the deductible shall not exceed \$2000 per occurrence.
- c) Comprehensive Automobile Liability Insurance containing a \$1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles.
- d) Property Insurance covering all equipment and material owned, borrowed or leased by Licensee or its employees, or utilized in or related to Licensee's activity or performance conducted on Licensor's premises, to the full replacement value thereof, throughout the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. The property policy

shall allow for a waiver of subrogation in favor of Licensor and Licensee hereby agrees to waive its right of subrogation against Licensor. Failure of the Licensee to secure and maintain adequate coverage shall not obligate the Licensor, its agents or employees, for any losses.

- e) Umbrella Liability Insurance of not less than a \$5,000,000 per location limit, and applying in excess over all limits and coverages noted above. This policy shall be written on an "occurrence" basis.

All insurance policies listed above shall be endorsed to name Long Island University as an "Additional Insured" for all activities associated with this Agreement. The definition of Additional Insureds shall include all Long Island University trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall be apply on a primary basis irrespective of any other insurance, whether collectable or not.

All policies shall be written with insurance companies licensed to do business in New York State and rated not lower than A:9 in the most current edition of A.M. Best's Property Casualty Key Rating Guide. All policies will provide primary coverage for obligations assumed by Licensee under this agreement and shall be endorsed to provide that Licensor shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification.

Licensee shall, at least ten (10) days before the initial period of use granted under this agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Manager of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions noted above. Licensee accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured", shall immediately be deemed a breach of contract.

8. This agreement shall not become effective until a certificate of insurance naming Long Island University as "Additional Insured" is received by Licensor, and a copy of this Agreement signed by Licensee and executed by Licensor, has been returned to the Licensee.

9. In the event of questionable conditions, hurricane, blizzard, accident, etc., Licensee must contact LIU _____ Campus to ascertain if the campus, buildings and grounds, are accessible. In the event the premises are not accessible, the parties shall use commercially reasonable efforts to reschedule the events to mutually agreeable dates. If the parties are unable to agree on alternate dates, paragraph 14 shall apply.

10. If Licensee cancels this contract in whole or in part, Licensee agrees to pay a cancellation charge of fifty percent (50%) of the basic rental fee. Refunds (if any) will be made **only** in the event cancellation is made two (2) weeks prior to the date of the event.

11. Licensee shall not contract with an outside caterer or supply donated food. All food service requests are to be processed through LIU _____ Catering Department. All catering services at LIU _____ go through Aramark, at _____ (insert phone number).

12. Payment for food and housing costs (if any) must be received at least ten (10) business days prior to starting date.

13. All signage must be pre-approved in writing by the Director of Conference Services at least one week prior to the event. For LIU Post: Signs can only be displayed at the east and west entrance gates within LIU Post. Signs can only be posted on the cork boards located under the campus signs. For LIU Brooklyn: Signs can only be displayed at the entrance gates within the Brooklyn Campus. Signs cannot be displayed off any of the LIU Campus properties. Signs should be professionally produced, limited to name of event, date, time and location, and may not contain advertising material. Licensee must contact Campus Security to coordinate the installation and removal of any signs.

14. This license agreement may be revoked by Licensor at any time and without prior notice whenever, in the sole judgment of Licensor, it appears that use of the facilities by Licensee shall endanger the facilities herein provided, Licensor's compliance with relevant NCAA, safety or health rules or regulations, or the security or well-being of the University community, Licensee or any invitees. In such event, neither party shall have any further liability to the other, and shall have no obligation to pay any amount with respect to costs incurred or for goods, services or other fees.

15. All schedules, addenda, additional considerations and modifications annexed hereto shall be considered integral parts of this agreement.

AGREED TO AND ACCEPTED:

_____ (LICENSEE)

BY: _____ DATE: _____
Name: _____
Title: _____

LONG ISLAND UNIVERSITY (LICENSOR)

BY: _____ DATE: _____
Name: _____
Title: Vice President for Finance and Treasurer

SCHEDULE A

LICENSE FOR USE OF FACILITIES OF
LONG ISLAND UNIVERSITY

DATE(s) OF EVENT: _____

NOTE: Closures may occur due to bad weather or emergencies.

Date Event Starts: _____

Date Event Ends: _____

AREAS OF EVENT: _____

DESCRIPTION OF EVENT: _____

COMPENSATION & FEES: _____

Licensee shall pay Licensor by check or money order payable to Long Island University and delivered to 700 Northern Boulevard, Brookville, NY 11548, the following fees:

RENTAL FEE:

Licensee shall pay a **deposit** of \$ _____ to secure the area.

ESTIMATED MEAL COSTS: _____

OTHER FEES: _____

Licensee shall pay any additional direct expenses (i.e. Audio Visual, Food Services, Janitorial, Trainer, etc.)

Audio Visual Technician, as required, at \$____.00 per hour, per technician, with a four (4) hour minimum.

Janitorial services including set up and break down costs, as needed, at a maximum of \$____.00 per hour, per person, with a four (4) hour minimum.

Campus Security Officer, as needed, at a maximum of \$____.00 per person, per hour, with a four (4) hour minimum.

ESTIMATED TOTAL PAYMENT \$ _____

PAYMENT SCHEDULE:

Deposit of \$ _____ due upon receipt of this contract.

Estimated balance of \$ _____ due on _____.

LONG ISLAND UNIVERSITY

CAMPUS GUIDELINES FOR ACTIVITIES INVOLVING MINORS

- Two Adult Rule - Avoid situations in which you are alone with a child. This includes not transporting minors alone in a vehicle. When it is necessary to speak privately with a child, find a place for your conference within the sight of others.
- The privacy of children when toileting, showering or changing clothes must be respected. When it is necessary to supervise children in these situations, at least two adults must be present and should intrude only to the extent that the health and safety of the children require. Student volunteers must also preserve their own privacy in these situations.
- Avoid touching areas that are normally covered by swimming suits: breasts, buttocks and groin. When hugging is appropriate, hug from the side over the shoulders, not from the front.
- Sexual jokes, comments of a sexual nature, kissing, massages or sexual gestures are **never** appropriate behavior for a staff member or volunteer.
- When volunteering to supervise overnight activities, adults may not share sleeping quarters with children other than their own.
- Revealing personal information about one's sex life by an adult volunteer or staff member is **never** appropriate.
- Constructive discipline. Discipline should always be constructive. Do not use corporal punishment in any form — spanking, slapping, hitting, etc.
- Cameras, imaging and digital devices. It is very easy to invade the privacy of individuals with today's electronic devices. However, it is a violation of personal legal and civil rights to use any device capable of recording and transmitting visual images in shower areas, restrooms or any other area where privacy is expected by participants.
- Hazing and bullying. Physical hazing and initiation rites are strictly prohibited and may not be included as part of any activity. Verbal, physical or cyber bullying is also prohibited.