

**FACILITY USE AGREEMENT
YALE CONFERENCES AND EVENTS
(NON-RESIDENTIAL)**

This Facility Use Agreement (“**Agreement**”) is entered into as of ___ day of _____, 2016 between **Yale University**, a corporation specially chartered by the General Assembly of the Colony and State of Connecticut (“**Yale**”), and «OrganizationDepartment», a «State» corporation, having an address at «Street» «City», «State» «Zip_Code». (“**Licensee**”).

WHEREAS, Licensee desires to occupy and use certain space, equipment and services belonging to Yale on a non-exclusive basis to the extent provided in this Agreement, and Yale desires to make such space, equipment and services available on the terms and conditions set forth in this Agreement.

NOW THEREFORE, Yale licenses to Licensee, and Licensee licenses from Yale the Premises, subject to the terms and conditions herein set forth.

1. Premises. Yale hereby grants to Licensee the right to occupy and use the premises as shown on Exhibit A, (“Premises”) subject to the terms and conditions herein. The building and land where the Premises are located, shall in their entirety be referred to as the “Property”. Except as specifically permitted by Yale, Licensee shall not have access to any other Yale facilities except the Premises.

2. Use. Licensee is hereby authorized to use the Premises only for the purpose shown on Exhibit A. Licensee may not use the Premises for any other purpose without the prior written consent of Yale.

3. Term. The term of this Agreement (“Term”) shall be the dates, days and hours shown on Exhibit A during the Term, unless earlier terminated as provided herein.

4. Condition. Licensee accepts the Premises in its “as is” condition, with all of its defects, if any. Yale shall have no obligation to make any improvements to the Premises unless such obligation is set forth in writing and signed by Yale.

5. Utilities and Other Services. Yale shall provide services to the Premises as indicated on Exhibit A. Any additional usage or other services required shall be charged at Yale’s published rates.

6. Taxes. Licensee shall be solely responsible for the payment of any and all taxes or fees, whether foreign or domestic, relating to Licensee’s activities under this Agreement or receipt by Licensee or his/her/its employees of compensation therefor, including, without limitation, all Federal, state, and local income taxes, all taxes or contributions required under the social security, unemployment insurance, worker’s compensation or other laws of any jurisdiction, and any

licensing fees, sales or use taxes, or other taxes or fees arising from Licensee's activities hereunder. Licensee is responsible for all tax reporting for its employees and none of Licensee's employees are Yale employees while employed by Licensee.

7. Budget, Payment Schedule, and Invoice. Attached as Exhibit A-1 is an estimated budget. A fifty percent deposit is due upon signing of contract and the balance is due 3 days prior to the event. A final invoice will be issued within 45 days of your event conclusion to account for any remaining balance or overages.

8. Compliance with Laws. Licensee shall obtain from governmental authorities all necessary and applicable permits and licenses, and shall provide copies of such permits and license to Yale by the date that is two weeks before the first day of the Term. Licensee shall, at its own cost and expense, observe and comply with all applicable legal requirements, including without limitation, all local, state and federal laws, regulations, orders and permits which shall include, by way of example and as applicable, , all such laws and regulations, orders and permits pertaining to health, safety, and environmental standards, affirmative action, nondiscrimination and equal opportunity, including without limitation, the requirements of the Fair Labor Standards Act of 1938, as amended, and the rules and regulations of the Secretary of Labor issued pursuant to Executive Order Number 11246 of September 24, 1965. Licensee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Licensee to comply with the requirements of this Paragraph 9. The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

9. Maintenance and Repair. Licensee shall be responsible to keep the Premises in neat, clean and sanitary condition, in good working order, and free of trash, flammable materials and other objectionable matter. Yale shall in no event be required to repair, restore, or rehabilitate any injury or damage by fire or other casualty to, or to make repairs or replacement of, any paneling, decorations, partitions, railings, ceilings, wall coverings, furniture, fixtures, equipment or any other personal property installed on the Premises by Licensee.

10. Alterations. Licensee shall not make or suffer to be made any alterations of the Premises without Yale's prior written consent.

11. Rules and Regulations. Licensee agrees to be bound by and to comply with the terms and conditions for the Premises or the Property, as Yale may impose from time to time. The initial terms and conditions are incorporated in Exhibit B.

12. Indemnification and Insurance. Licensee agrees to hold harmless, indemnify and defend Yale and its trustees, directors, members, officers, employees, agents, and representatives from any and all liability, loss, damage, costs, penalties, claims and demands of all kinds, including attorneys' fees, arising directly or indirectly out of the exercise, use or enjoyment of this License, whether the same are caused by Licensee or others claiming under or through Licensee, including Licensee's business invitees. Yale does not provide any type of insurance for events, programs, camps and conferences or

for any participants. The Licensee agrees to obtain insurance as listed below, with insurance companies licensed to do business in Connecticut and acceptable to Yale and shall provide the Yale with a Certificate of Insurance evidencing the following coverage:

1. Commercial General liability insurance with limits no less than \$2 million combined single limit per occurrence.
 - If Use of the facilities includes physical activities such as recreation the policy shall contain no exclusion for athletic participants.
 - If any water activity is involved the General Liability limit should be \$5,000,000 with no athletics activities exclusion.
 - For any program for participants under the age of 18 years (“Minors”) on campus, Licensee shall provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount not less than \$2,000,000 per occurrence. Coverage endorsed onto the General Liability policy is acceptable.
 - Such insurance shall name Yale and its employees, officers and agents as additional insured and shall provide that such insurance is primary and not contributory or excess with respect to any other insurance Yale may have.
- Groups unable to provide proper evidence of the required insurance may be able to purchase a TULIP policy through Yale Risk Management program at <https://tulip.ajgrms.com>
2. Workers’ Compensation Insurance at limits required by the State of Connecticut.

Additionally, for any program for Minors, Licensee is responsible for ensuring program participants have accident and medical insurance, to the extent required by law for Licensee’s use.

Licensee shall provide the certificate(s) of insurance to Yale upon execution of this Agreement which reflect that such certificates of insurance include coverage for the Premises and Licensee’s use of the Premises under this Agreement in accordance with the requirements of this Paragraph. If such insurance shall expire between the date of signature and the commencement of the Term, Licensee shall provide an updated certificate of insurance prior to the Term. Except to the extent caused by Yale’s gross negligence or willful acts, Yale shall not be responsible or liable to Licensee for any damage or injury to any property or person, at any time in the Premises or otherwise, including any damage or injury to Licensee. The provisions of this Paragraph 14 shall survive the expiration or termination of this Agreement.

13. Vendor. Licensee shall not allow any vendors of food or merchandise in the Premises without the express written consent of Yale.

14. Program Supervision.

For any programs for Minors, Licensee will provide on-site adult supervision and Licensee will obtain background checks for all Licensee's staff as required by law or upon request by Yale. No participant may be under the age of six (6) years without prior approval. On site supervision shall include, at a minimum, having an authorized person over the age of 21 present for the entire event.

15. Termination. This Agreement shall terminate at the conclusion of the Term. Yale shall have the right to terminate this Agreement in the event Licensee defaults in the performance of any other obligations due under this Agreement or if Licensee is a 501(c)(3) corporation and ceases to maintain its tax exempt status as a 501(c)(3) corporation. Yale shall also have the right to terminate this Agreement due to force majeure. Upon termination of this Agreement, Licensee agrees to vacate the Premises, remove all of its furniture, fixtures, equipment and other personal property from the Premises, repair any damage to the Premises resulting from such removal, and leave the Premises broom clean and in the same condition Licensee received the Premises, reasonable wear and tear excepted and provided that Licensee shall not be held accountable for any damage to Premises caused by other Licensees in building if Licensee has given Yale notification of any such damage promptly after it occurs. Licensee must remove all trash resulting from its use of the Premises and dispose of it properly at the end of each day, unless other arrangements are made in advance at its expense. If custodial services or dumpsters are required, Licensee shall pay Yale its standard rates.

16. Yale's Right of Entry. Licensee acknowledges that this Agreement is a non-exclusive license for Licensee to use the Premises, but is not a lease giving Licensee exclusive possession of the Premises. Yale, its employees and agents shall have the right to enter and/or pass through the Premises or any part thereof at any time to examine the Premises or to make such repairs or alterations as Yale may deem necessary or appropriate from time to time; provided Yale shall endeavor to conduct any such inspections and repairs in a manner so as to minimize interruption of Licensee's operations in the Premises. Subject to the forgoing right of entry, and as long as Licensee is not in default under this Agreement, Licensee shall have quiet enjoyment of the Premises without hindrance from Yale.

17. Notices. All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail or recognized overnight delivery service, return receipt requested, or by e-mail or facsimile and addressed to Yale or Licensee to the Notice information shown on Exhibit A.

18. Use of Yale Name. Licensee shall not combine the Yale name with any prefix, suffix or other modifying words, terms, designs or symbols, or use the Yale name in any modified form. Licensee acknowledges and agrees that Yale is the exclusive owner of the entire right, title and interest, together with all the goodwill associated therewith, of the Yale name. Licensee shall not use the Yale name in connection with any third-party name, trade name, logo, trademark, service mark or other indices of origin, or in any other manner not expressly authorized in writing by Yale in its sole discretion. Any use whatsoever by the Licensee of the Yale name in

advertising or promotional materials, in whatever form, without Yale's prior written consent, shall not be permitted.

1. Licensee will not use Yale's name, trademarks, or any insignia associated with Yale in any solicitations, brochures, advertising or promotional materials without the prior written consent of YC&E.
2. Any publicity or other communications material concerning the Program may not indicate that the Program is sponsored by, hosted by, or in collaboration with Yale or use any other language which states or implies that the Program is a function or activity of Yale without written permission of Yale. All public communications materials that mention Yale, whether in print or electronic media, must be approved by the YC&E Program Liaison prior to publication.
3. The YC&E Program Liaison must approve all on-campus signage for the Program prior to display. Licensee may post on campus signage only in areas and in the manner Yale determines.
4. Licensee acknowledges that Yale is not sponsoring or endorsing the Program.
5. If Participants include high school-age students, Licensees' print or electronic promotional material must prominently disclaim affiliation with Yale by stating "«Event_Name» is independent of Yale University, its faculty, and its admissions office."

19. Amendment. To be effective, all amendments to this Agreement must be in writing and signed by both parties or their respective successors in interest.

20. Yale's Approvals. All approvals or consents required from Yale under this Agreement shall be at Yale's sole discretion unless expressly stated otherwise.

21. Miscellaneous. (a) Yale shall not be liable to the Licensee for any consequential, special, incidental, or punitive damages under this Agreement. (b) This Agreement represents the entire agreement of the parties with regard to the matters contained herein and all prior agreements and rights with regard to the matters contained herein are merged into and superseded by this Agreement, which may only be modified in writing by both parties. (c) All matters arising under or related to this Agreement are governed by the laws of Connecticut without regard to its conflicts of laws provisions. (d) This Agreement may not be recorded by Licensee, but may be recorded by Yale in its sole discretion. If recorded by Licensee, this License shall be terminable by instrument executed solely by Yale and such recordation may be deemed by Yale to be an incurable default of Licensee. (e) If any part of this Agreement is held void, the remaining parts will not be affected, provided both parties continue to receive substantially all of the benefits originally conferred hereby. (f) This Agreement may not be assigned, sublicensed or otherwise transferred or conveyed, either in whole or in part, by Licensee without the consent of Yale, which consent may be granted or withheld in the sole discretion of Yale. (g) This Agreement may be executed in multiple counterparts, each of which shall constitute an original Agreement, provided a pdf of the fully executed Agreement is distributed by email. (h) The descriptive headings of the Paragraphs of this Agreement, if any, are for convenience only, do not constitute

a part of this Agreement, and do not affect this Agreement’s construction or interpretation. This Agreement shall not be construed against the party responsible for drafting it. (i) Except as otherwise provided in this Agreement, any definitions in this Agreement shall be construed in their plural or singular terms as the context requires. (j) Notwithstanding the fact that some (but not all) references to “including” may expressly be indicated as being “including, without limitation”, reference to “including” means including without limiting the generality of any description preceding such term and shall not limit a general statement, followed by an enumeration of specific matters, to matters similar to those specifically mentioned. (k) Any waiver of a breach by either party shall not be a waiver of any subsequent breach. (l) When this Agreement calls for an action to be done or before a given date, if such date falls on any day that is not a business day, it shall be deemed to refer to the next business day thereafter. For purposes of this Agreement, a business day shall be deemed to be any day other than a Saturday, Sunday or other day in which banks in the State of Connecticut shall be permitted or required to close. (m) This agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

YALE UNIVERSITY

By: _____
Printed Name:
Its:

LICENSEE
«OrganizationDepartment»

By: _____
Printed Name:
Its:

EXHIBIT A

Premises (Building(s) and Room(s)):

Use:

Yale reserves the right to adjust classroom usage prior to event as necessary.

Days and Hours of Use:

Yale Equipment and Services:

Budget specifics and schedule of payment incorporated in the financial terms contained in Exhibit A-1

Notices – Section 18:

If to Licensee: «OrganizationDepartment»
 «Street»
 «City», «State» «Zip_Code»

If to Yale: Yale University
 c/o Yale Conferences & Events
 55 Whitney Avenue Suite 400
 New Haven, CT 06510

With a copy to: Office of the Vice President and General Counsel
 Yale University
 2 Whitney Avenue, Sixth Floor
 New Haven, CT 06520-8255