



## Facilities Use Agreement

This Facilities Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the Touro College of Osteopathic Medicine ("College"), and \_\_\_\_\_("User"),

**TERMS:** This Agreement is for the use of \_\_\_\_\_ Rooms within the College suitable for accommodating \_\_\_\_\_ individuals on \_\_\_\_\_, for a fee of \_\_\_\_\_ per \_\_\_\_\_. In addition, User may use such common areas as may be reasonably necessary to facilitate the Use, described below. User acknowledges and agrees that the Room shall be for User's exclusive use only during scheduled times and days agreed upon in advance by the College and the User pursuant to this Agreement.

**USE:** The Rooms shall be used for general educational purposes only, and User shall conduct all affairs in a manner consistent with customary practices. User shall comply with state, county, and municipal laws and ordinances, and shall not use the Rooms or permit them to be used for any purposes other than the foregoing, or any disorderly or unlawful purpose or in any manner so as to interfere with the regular operations of the College. Any misuse described above shall result in termination of the Facilities Use Agreement and no refund of any payments will be issued.

**PROPERTY LOSS:** The User will reimburse the College for any and all damage caused to the facilities and/or the equipment therein sustained during User's use. The damage deposit will be returned to the User at the end of this Agreement if there are no damages to the facilities or equipment. The User agrees to reimburse the College for any damage, clean-up or hazardous waste related expenses, including disposal, shipping, damages, and or penalties imposed as a result of its use. The College shall not be liable for damage to User's property of any type, for any reason or cause whatsoever. User's reimbursement obligations survive termination of this Agreement.

**INSURANCE:** The User assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold the College, its agents, employees, officer and other representatives harmless from any and all claims, liabilities, loss, damage or injury to any person or property arising from use of the facilities. User agrees to obtain and provide evidence of general liability insurance in the sum of not less than One Million Dollars (\$1,000,000) and property damage insurance in the amount of not less than Three Million Dollars (\$3,000,000). Such insurance will name the College as an additional insured. The User will provide the College with proof of such insurance at the time of entering into this Agreement. Failure to do so may be considered a material breach of this Agreement.

**RELATIONSHIP:** The parties agree that the User, its agents and employees, are not agents or employees of the Touro College of Osteopathic Medicine, nor shall they represent themselves as such in any way. The User will be solely responsible and will assume full responsibility for the actions and omissions of any agents and employees when using College equipment. As an independent contractor, User is solely responsible for worker's compensation coverage of any employees.

**ADDITIONAL EQUIPMENT:** At User's sole option and upon request, the College will provide the following equipment:

\_\_\_\_\_ A/V equipment and set-up:                    No charge

\_\_\_\_\_ Wireless Internet access:                    No charge

**NOTICES:** For any matters arising pursuant to this Agreement, the point of contact for the College shall be the Director of Community Affairs.

Dated: \_\_\_\_\_

Touro College of Osteopathic Medicine

By: \_\_\_\_\_

By: John M. Palmer

Name: \_\_\_\_\_

Name: John M. Palmer

Title: \_\_\_\_\_

Title: Director of Community Affairs

Phone: \_\_\_\_\_

Phone: (646) 981-4500 Ext 4519

Email: \_\_\_\_\_

Email: john.palmer@touro.edu

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_