

Niagara University Facilities Use Agreement

Date(s) of Use/Event: _____ Facility Used: _____
Use/Event Description: _____
User's Name: _____ (User)
Address: _____ Phone Number: (____) _____

Rental Fee. A Facility rental fee of \$ _____ will be required. Payment shall be made payable to "Niagara University" and is due on or before _____.

Insurance. The User, where applicable, will provide Niagara University with a Certificate of Insurance, evidencing coverages that comply with the required insurance coverages set forth on the reverse side of this page. Please note that the Certificate(s) must be delivered to Niagara University's Department of Business Services one week prior to the use of the premises by the User. Required: ____ yes ____ no

Indemnification. User agrees to defend, indemnify and hold harmless Niagara University, its affiliated entities, and their respective officers, employees and agents, from and against any and all claims, proceedings, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees, arising out of the acts or omissions of User, its directors, officers, employees or agents, arising out of or in connection with this Agreement.

Cleaning/Repairs. User agrees that the Facilities will be left in the condition that they were found. If any additional cleaning and/or repairs are necessary, all charges will be the responsibility of the User. A security deposit of \$ _____ will be required by _____. Charges over said deposit will be due and payable by the close of business on _____. Any necessary restorations may only be performed by authorized University personnel and/or their contractors.

Alcoholic Beverages. Sale or serving of alcoholic beverages are strictly prohibited without prior permission. If allowed, distribution will be conducted exclusively through the University's designated food service contractor who will obtain and hold the proper license.

Food Service. The current university contractor will provide all food service. Arrangements for catering and payment of charges must be made through the university dining service.

For use of the facility, the User agrees to abide by the following special provision:

Any unauthorized alterations made to this agreement without prior approval will void and therefore cancel this agreement. Furthermore, this agreement shall not be effective until fully executed by all parties named below.

NIAGARA UNIVERSITY
DEPARTMENT OF BUSINESS SERVICES

By: _____ Date _____
Director

NIAGARA UNIVERSITY
(DEPARTMENT **SPONSORING** USE/EVENT)

BY: _____ Date _____
Department Director

USER'S COMPANY NAME

BY: _____ Date _____
Authorized Representative

Exhibit A

INSURANCE REQUIREMENTS

User must (at its cost) maintain and evidence all "checked" coverage's with the limits as indicated:

A. Required Coverages

X 1. Commercial General Liability

Bodily Injury & Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	1,000,000 aggregate
Personal Injury and Advertising	1,000,000 each person or organization
General Aggregate Limit	2,000,000

Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction

X 2. Automobile Liability

Owned, Hired and Non-Owned Autos (Symbol "1" on Business Auto policies)
Combined Single Limit for Bodily injury and Property Damage 1,000,000 each accident

X 3. Workers' Compensation and Employers' Liability

Statutory coverage complying with the New York Workers' Compensation Law

4. Liquor Liability

Bodily Injury or property damage including damage.
for care, loss of service., or loss of support

	1,000,000 each common cause
	1,000,000 aggregate

5. Professional Liability

Covering claims arising out of the rendering or failure to render
any professional services.

	1,000,000 each occurrence
	3,000,000 aggregate

6. Other (Describe: _____)

X 7. Excess Umbrella Liability

Combined Single Limit for Bodily Injury & Property Damage

<input type="checkbox"/>	1,000,000 each occurrence
	1,000,000 aggregate

Coverage to apply in excess of the following described above:

1 2 3 4 5 6

X	5,000,000 each occurrence
	5,000,000 aggregate
<input type="checkbox"/>	_____ each occurrence
	aggregate

B. Niagara University and Niagara University Ice Complex, Inc. must be named as an Additional Insureds, on a primary basis, under the following coverage. (if required): General Liability, Liquor Liability, Excess Umbrella Liability and, if checked here, the other Insurance described above .

C. Insurers providing the above policies must be licensed to do so in New York State and must have an AM. Best's Rating of not less than A- with a Financial Size Category rating of not less than X.

D. All coverages are to be provided on an occurrence basis unless otherwise agreed by Niagara University.

E. Certificates of Insurance must provide for 30 days notice of cancellation of any of the evidenced coverages.

F. All Certificates must be provided to and approved by Niagara University prior to using the University's facilities. The Certificate Holder must be designated as "Niagara University, Department of Business Services, P.O. Box 1940, Niagara University, NY 14109.