

Note: _____ public safety services must be coordinated by Campus Law Enforcement. User should contact Campus Law Enforcement at [contact name and phone number] with all public safety issues, as outlined in paragraph 4 of the attached Terms and Conditions.

CHARGES

FACILITIES USE AGREEMENT

Terms and Conditions

Institution owns the Facility (as specified above) which, from time to time, is available for rent. User desires to rent the Facility for the Purpose as set forth in the Agreement, and Institution is willing to extend to User the use of the Facility on the terms and conditions set forth herein. In consideration of the mutual promises and other good and valuable consideration, Institution and User agree as follows. This Agreement and its Addenda, if any, contain all terms between the parties and may be amended only in writing signed by both parties.

1. Use of Facility. Institution grants permission to User to use the Facility for the sole Purpose as set forth in this Agreement. Use of the Facility for any other purpose is prohibited without first obtaining the written consent of the Institution. When using the Facility, User will comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Facilities. User must provide Safety Data Sheets (SDS) for any chemicals or hazardous substances being brought onto UNH property. User will obtain any additional permits or

User agrees to pay the charges as set forth in this Agreement, on the terms set forth therein. Interest at the rate of 5% per month will be charged on the unpaid balance after its due date. In addition, User will be responsible for payment of any and all collection fees should final payment not be made within the time frame indicated.

4. Campus Public Safety. The Campus Law Enforcement Executive or his/her designee shall be the sole person responsible for all campus public safety and/or law enforcement considerations within facilities and/or grounds operated by the Institution, and will collaborate with the staff of those facilities and/or grounds to ensure safe operations on Institution property. User must share any threat-level assessments, enhanced security considerations, and/or significant law enforcement resource needs with both the staff of the designated facility and Campus Law Enforcement. Decisions relative to the deployment, staging, staffing, and scope of law enforcement personnel, as well as emergency management considerations, shall be at the direction of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no private security, bodyguards, security contractors, advisors, etc., allowed on Institution premises except with the expressed permission of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no weapons of any kind allowed inside any part of a facility and/or grounds operated by the

7. Publicity and Advertising. Any publicity or advertising that User intends to use that includes the Institution's name, images or brand marks must be reviewed and approved in advance by the Institution. User shall not hold itself out as affiliated with Institution and shall include in all of its public communications a statement which clearly indicates that the event is not sponsored by Institution. The User agrees to refrain from person to person solicitations unless permitted by the Institution and in compliance with the Institutions policies.

8. Intellectual Property. User is responsible to obtain all necessary license for intellectual property that it uses in the Facility, and nothing in this

11. Insurance. Without limiting User's obligations under the preceding section, User agrees that i

thirty (30) days prior to the scheduled event date forfeit 50% of the total estimated cost. Users who cancel seven (7) days or less prior to scheduled conference date will forfeit 100% of the total estimated cost.

14. Non-Assignment. User shall not assign or transfer this Agreement without the written consent of the Institution, and this Agreement is legally binding upon the heirs, representatives, successors, and assigns of both parties.

15. Severability and Savings Clause. In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

16. Governing Law and Forum. This Agreement shall be governed by and construed under the laws of the State of New Hampshire, which shall be the forum for any claim or lawsuit between the parties arising from or incident to the Agreement.

17. Relationship of Parties. Nothing in this Agreement shall be deemed to make the Institution and User partners or joint venturers or to create a relation of principal and agent between them, nor shall either the Institution or User hold itself out as joint venturer, partner, or agent of the other contrary to the terms of this Agreement by advertising or otherwise.

18. Addenda. The attached [cite applicable Addenda, if any. If none are applicable, delete this paragraph] are incorporated herein as part of the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed this Agreement on the dates set forth below.

[USNH INSTITUTION NAME] _____(User):

By: _____
(Signature)

(Printed Name)

(Title)

Date: _____

By: _____
(Signature)

(Printed Name)

(Title)

Date: _____

EXHIBIT 1 - CHARGES

CHARGES FOR ATHLETIC EVENTS, CONFERENCES, CATERING AND/OR OVERNIGHT CAMPS

Estimate of Costs

This is an **estimate** and may not include all your requests at time of delivery. Final billing for will include guaranteed count or actual count of guests/participants, whichever is higher.

[COMPLETE AS APPLICABLE]

FACILITY RENTAL CHARGES:	\$
DINING - CATERING CHARGES (including 18% Service Charge):	
HOUSING:	
LOST ROOM KEY CHARGE: \$[50] PER KEY	
MAIL ROOM SERVICES:	
CLASSROOM TECHNICAL SERVICES:	
PARKING:	
CAMPUS TOUR:	
INSTITUTION	

FACILITIES USE AGREEMENT
ADDENDUM FOR ATHLETIC EVENTS OR EVENTS WITH PHYSICAL RISK

In addition to the Terms and Conditions set forth above, User and Institution agree to the following:

Liability and Other Forms to be Signed by User's Employees, Guests and Participants. User agrees that any of its employees, guests or participants who engage in athletic activities or other events with physical risk pursuant to this Agreement shall sign and provide to the Institution an Assumption of Risk/Hold Harmless Release and Waiver form, copy of which is attached hereto as Attachment A.

NCAA Compliance. The User shall provide to the Institution Athletic Director for compliance all information necessary for the Institution to comply with NCAA rules.

If the User is intending to host a basketball tournament, games or practices the following must apply:

- Men's/Boy's basketball: the Institution shall not host, sponsor or conduct a non-scholastic practice or competition for participants who have started the 7th grade.
 - Women's/Girls basketball: the Institution shall not host, sponsor or conduct a non-scholastic practice or competition for participants who have started the 9th grade.
- Any and all scholastic events must be sanctioned by the state governing body.

User will consult with the Institution Athletic Director for compliance not less than 14 days prior to any Athletic Events. User will at that time be provided with written materials outlining compliance requirements for the scheduled event and will be responsible to follow those requirements.

FACILITIES USE AGREEMENT
ADDENDUM FOR RESIDENCE HALL USE

Guaranteed Number of Participants. For overnight use of the Institution residence halls, a written FINAL GUARANTEE and ROSTER OF PARTICIPANTS w

FACILITIES USE AGREEMENT
ADDENDUM FOR EVENTS AND CATERING

for any purpose except as shall be specifically authorized by Institution. In the event such authorization is given and unless otherwise agreed, any such approved use shall be subject to and governed by the terms and conditions of this Agreement and shall remain the responsibility of the User. Institution shall receive a list of all authorized User employees, agents, or others acting on its behalf who are expected to use the Facility and Institution reserves the right to deny entry to the Facility, at its sole discretion, to any User personnel who Institution believes represents a safety or security risk to Institution.

Institution shall own all permanent modifications, alterations and additions made to the Facility, whether made by User or Institution. User may furnish non-permanent equipment, tooling, test apparatus or other materials necessary for its use of the Facility, and such items shall remain the property of User. Institution shall not be responsible for any loss or damage to such items however occasioned. At the termination of this Agreement, User shall remove all such non-permanent materials from the Facility, and User shall return the Facility to Institution's control in its original condition except for normal wear and tear.

[If applicable: If the Facility is used by both User's and Institution's personnel, User shall consult with [designate Institution personnel] regarding scheduling to avoid conflicts in the use of the Facility. In the event of an unavoidable conflict, Institution uses related to research, teaching, and education shall take precedence.]

User shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled commodities. User shall not, directly or indirectly, re-export any controlled commodities to which it gains access under this Agreement, unless

6. I DEFEND, INDEMNIFY, AND HOLD HARMLESS _____, its administrators, directors, agents, officers, volunteers and employees from and against all claims, demands, actions, and causes of action for damages sustained or incurred by anyone other than me due to personal injury, property damage or death, arising from my participation in the Program, whether or not the result of negligent acts or omissions on the part of _____, its administrators, directors, agents, officers, volunteers or employees.

7. I INDEMNIFY, REIMBURSE, and HOLD HARMLESS _____ for any damage to the property of _____ caused by my participation in the Program.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant: _____ Date: _____

Print Name: _____