



AGREEMENT FOR UNIVERSITY'S USE OF OUTSIDE FACILITY

CONTRACT NO. _____

This AGREEMENT, made as of _____, 20____

between

STOCKTON UNIVERSITY

101 Vera King Farris Drive. Galloway, NJ 08205

(Hereinafter "UNIVERSITY")

and

Outside Facility Name

Outside Facility Address

(Hereinafter "FACILITY")

IN CONSIDERATION of the mutual promises hereinafter contained, the UNIVERSITY and FACILITY agree as follows:

1. **PURPOSE:** The FACILITY will be utilized by the UNIVERSITY to conduct training sessions for use by _____(UNIVERSITY staff).

1.2 Enrollment in the training session offered by the UNIVERSITY is limited to _____ Participants per session.

2. **TERM:** The training sessions shall be held on dates established by the parties at the following FACILITY: _____

The term shall commence upon execution of this Agreement and expire at the end of 20____ unless renewed by written agreement by the parties. The Agreement may be terminated on 30 day notice by the terminating party, in accordance with the Notice provision (paragraph 6).

3. **FEES:** The UNIVERSITY shall pay \$_____ per _____ for use of the facility. Payment shall be made on a monthly basis by the UNIVERSITY to the FACILITY.
4. **INDEPENDENT CONTRACTOR:** Both UNIVERSITY and FACILITY are independent contractors. This Agreement is not intended to establish any employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between UNIVERSITY and FACILITY.

5. **OBLIGATIONS OF THE PARTIES:**

A. The FACILITY shall provide the UNIVERSITY exclusive use of the training spaces on the dates established by the parties.

B. The FACILITY shall provide a _____ (type) room, equipped with: _____ The UNIVERSITY shall provide all materials and other equipment necessary to conduct the training session. The FACILITY shall provide reasonable storage space for the UNIVERSITY to store materials during the term.

C. The UNIVERSITY shall abide by all rules of the FACILITY and leave FACILITY in good order at the end of each session.

D. The parties agree that each party shall have responsibility for its own actions and those of its directors, officers, employees, students and agents, and nothing contained herein shall be considered a hold harmless agreement on the part of either party.

Notwithstanding, each institution shall carry the insurance coverages described below to cover liabilities for the negligence of their employees, agents, and students in connection with, or arising out of the activity which is the subject of this Agreement.

1. THE UNIVERSITY participates in the State of New Jersey's self-funded risk retention program. The UNIVERSITY does not carry separate public liability insurance but manages risks through the State's Program and is accorded certain statutory immunities under the terms and provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the New Jersey Charitable Immunity Act, (N.J.S.A. 2A:53A-7 et seq.).

2. The FACILITY will procure and maintain comprehensive general liability insurance or a program of self-insurance reasonably satisfactory to THE UNIVERSITY covering the FACILITY and its respective officers, trustees, agents, servants, and employees from and against any and all damages, claims, suits, liabilities, costs and expenses involving counsel fees, arising out of acts or omissions by FACILITY employees while performing within the scope of their responsibilities. (Attach as Exhibit 1).

E. CLERY ACT REPORTING: As a contractor with whom the UNIVERSITY will rent, lease or otherwise have control of space pursuant to this agreement, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), 20 U.S.C. 1092(f), requires reporting of certain crimes. Pursuant to this agreement, you as a contractor shall have a duty to cooperate with the UNIVERSITY, law enforcement authorities, and the UNIVERSITY Police Department to promote the safety and security of UNIVERSITY students and residential life staff members and an absolute duty to provide timely dissemination of information, and reporting of the following Clery crimes taking place at the Premises. It is understood that depending on the usage of the Premises, crimes may be asked to be reported for a portion or all of the Premises:

Clery Crimes

Murder and non-negligent manslaughter, negligent manslaughter, sex offenses (forcible and non-forcible), robbery, aggravated assault, burglary, motor vehicle theft, arson, arrests or persons referred to campus disciplinary action for liquor law violations, drug related violations, and weapons possessions, and hate crimes defined as a criminal offense against a person or property which is motivated in whole or in part by the offender's bias against another because of their being or perceived as identifying with a particular race, gender, gender identity, religion, sexual orientation, national origin, ethnicity, or disability. Hate crimes fall into the list cited above with the addition of intimidation, larceny, simple assault and destruction/damage/vandalism to property.

Additional Clery Act information: <http://www.ed.gov/admins/lead/safety/campus.html> and the UNIVERSITY's Clery Act Information Report at www.stockton.edu/police

6. **NOTICES:** All notices, consents and other communications hereunder may be given by telephone and confirmed in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

To the UNIVERSITY:

Administrative Representative

Institution Name

Street Address

City, State, Zip

To the FACILITY:

Representative

Facility Name

Street Address

City, State, Zip

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications shall be made or delivered.

7. **NO WAIVER:** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

8. **MODIFICATION:** No changes in the scope of the service to be performed hereunder shall be valid unless said changes are incorporated as a written amendment to this Agreement.

9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agreed that Atlantic County, in which the UNIVERSITY is located, shall be the venue for any disputes between the parties.

10. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of FACILITY for UNIVERSITY, and this Agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties or form additional terms of this Agreement.

The parties, by their execution, agree to the terms of this agreement this _____ day of _____, 20 _____

STOCKTON UNIVERSITY:

Signature: _____ Dated: _____

Print Name: _____

Print Title: _____

FACILITY: _____

Signature: _____ Dated: _____

Print Name: _____

Print Title: _____

EXHIBIT 1
CERTIFICATE OF INSURANCE