



Remote Facility Event Agreement

Property Name(s): _____
Property #(s) _____ ("Property")

Organization Name: _____ ("Client")
Name of Event: _____ ("Event")
Contact Name: _____
Address: _____
Phone: _____
Email: _____

University of Vermont and State Agricultural College
UVM Dept/Unit: _____ ("UVM Entity")
Contact Name: _____
Address: _____
Phone: _____
Email: _____

Client has reserved the following space(s) on the following date(s) at the Property named above, for the Event named above, its participants, exhibitors, guests, speakers, vendors, and all other affiliates ("Group") being held by Client named above with the University of Vermont ("UVM" or "University") through the UVM Entity.

Space Requested Room(s)	Space Use Description	# of Days/Hours	Date(s) Reserved

The above stated event anticipates #____ of attendees.

The estimated facility rental for this event is \$_____ or Waived, as outlined in Exhibit A, Fees.

The estimated coordination fee for this event will be \$_____ or Waived, as outlined in Exhibit A, Fees.

Term (if applicable): _____ (no greater than 365 days).

It is the responsibility of the Client to ensure that spaces are left in condition as found prior to the event. In the case that meeting rooms or dates are added to the event, an Addendum to this contract will be issued. If applicable, Client agrees to pay on demand all fees and UVM's costs of collection efforts (including attorneys' fees) associated with past due payments.

The Client agrees to conform to all UVM rules and regulations, and all applicable municipal, county, local, state and federal ordinances, laws, rules and regulations and in using the Facility, will not use the Premises so as to create any nuisance or in such manner as may tend to increase the rates of any insurance, except as authorized in this Agreement. The Client, its agents, and its employees shall not do or cause any act which will injure or harm any person or persons, or which may in any way mar, deface, over-stress, or damage the Facility or any UVM property. The Client agrees to notify UVM in advance of any activity that may be deemed hazardous.

I have read this Agreement, including Exhibit B, Facility Use Terms and Conditions, and agree to adhere to all terms and conditions stated herein, as well as any UVM policies and procedures applicable to use of the Facility, which may be owned or leased by UVM.

Organization Name: _____

By: _____

Name: _____

Title: _____

(authorized signer for Client)

**UNIVERSITY OF VERMONT AND STATE
AGRICULTURAL COLLEGE**

By: _____

Name: _____

Title: _____

(Dean, Director or Chair, or formal Designee)

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Exhibit A

General Facility Use and Coordination FeesFacility fee **includes** (*check all that apply*):

- ☐ Parking for Group/Event participants.
- ☐ Use of existing furnishings, where available.
- ☐ Event Set up.
- ☐ Set up of directional signage and barriers to direct participants to parking, restrooms, and specific locations.
- ☐ Facility map (pdf file).
- ☐ Use of standard electrical outlets.
- ☐ Use of trash and recycling bins/dumpsters and use of existing restrooms on premises.
- ☐ Standard Custodial services.
- ☐ Animal-related amenities, as negotiated.
- ☐ Electronic Equipment
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Facility fee does **not** include (*check all that apply*):

- ☐ Rental of specialized equipment.
- ☐ Electrical service needs greater than standard 120V, 60Hz. Electrical outlets may be limited in some locations.
- ☐ UVM Event-specific outdoor directional signage.
- ☐ Telecommunication beyond available cellular networks. Wi-Fi is limited at certain UVM facilities.
- ☐ Excessive trash and custodial, as needed.
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Coordination fee includes (*check all that apply*):

- ☐ Appointment of a Facility liaison for the Client.
- ☐ General event coordination.
- ☐ Facility Orientation and Introduction for Client and Group.
- ☐ Event Supervision.
- ☐ Post event inspection of premises.
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

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Exhibit B

TERMS AND CONDITIONS

3rd Party Facility Use of UVM Off-Campus Facilities

1. **Transportation and Parking Services.** Limited parking may be available at all UVM off-campus facilities. Parking outside designated areas is strictly prohibited, as it may interfere with critical facilities operations.
2. **Representation.** The Client shall not use or make use of UVM's name, insignia, logo, picture, or any other material that might create the impression of sponsorship, association, affiliation, partnership, or any joint venture, or endorsement, without the prior written permission of UVM. The Client may use the non-stylized name of the University in its publicity of an event location only. UVM may withdraw such permission at any time with reasonable notice.
3. **Non-Discrimination.** The University prohibits discrimination on the basis of unlawful criteria such as race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, or gender identity or expression, as those terms are defined under applicable law and further defined by UVM's [Discrimination, Harassment and Sexual Conduct Policy](#).
4. **Indemnity and Damage Losses.** The Client will indemnify, defend and hold harmless UVM, its officers, trustees, agents and employees from and against any and all claims, suits, demands, actions, judgments, liabilities, or expenses, including legal fees, as a result of personal injuries, including death, or property damage arising from the use of UVM's facility by Client, its employees, invitees (including participating vendors or exhibitors) and/or agents as authorized by this Agreement. Without limitation of the preceding sentence, Client shall be liable to UVM for any and all personal injuries, including death, or property damage, caused by the negligence of Client, its employees, invitees and/or agents out of the activity that is the subject of this Agreement. This indemnification and hold harmless Agreement shall not apply in those instances where such claims, suits, demands, actions, judgments, liabilities, or expenses arise due to the sole negligence of UVM.

Individual participant waivers are required for the following events, activities and/or locations:

- Any events involving minors;
- Any events located at the **University's Morgan Horse Farm; Dairy Farm CREAM; Extension Offices** located in Bennington, Berlin, Brattleboro, Middlebury, Morrisville, Newport, Rutland, South Burlington, Springfield, St. Albans and St. Johnsbury; **University Forests**, including Jericho Research Forest, Talcott Forest, and Wolcott Research Forest; any **University natural areas** to include Shelburne Pond, Redstone Quarry, and Colchester Bog, unless the activity is strictly use of office, training or conference space and does not involve minors.

In addition to individual participant waivers, Clients reserving the above spaces or holding events involving the above spaces or individuals must also review and become familiar with University rules, regulations or policies regarding these events, activities and/or locations. *See also:*

- <https://legacy.drup2.uvm.edu/sites/default/files/UVM-Policies/policies/protectminors.pdf>
- https://www.uvm.edu/sites/default/files/Rubenstein-School-of-Environment-and-Natural-Resources/UVM_Forest_hunting_guidelines_2022.pdf

The University assumes no responsibility for loss, theft or damage to personal property of the Client or Group. The University of Vermont accepts no responsibility for the securing of personal property or valuables including, but not limited to, cash, jewelry or personal electronic devices, and the University of Vermont will not be financially responsible

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for the replacement or repair of such property. Be sure to communicate this with each member of the Group.

The Client is liable for all damage to facilities resulting from the use of those facilities by the Client and/or Group. In addition, the terms and conditions of this Agreement do not require the University to relinquish its control of its facilities and services to the Client. The University retains the right to require the Client or members of the Group to leave the University premises if the University feels circumstances require it.

5. **Insurance and Liability.** The Client, at its own cost and expense, agrees to have in effect a policy, or policies, of commercial or broad form comprehensive general liability (CGL) insurance with limits of not less than \$1,000,000.00 combined single limit per occurrence, \$2,000,000.00 annual aggregate, including contractual liability, naming UVM as an additional insured in the policy; and worker's compensation insurance in accordance with Vermont statutes. If the event involves any work with minors, CGL coverage shall also include liability arising out of Sexual Abuse and Molestation in an amount not less than \$1,000,000 per occurrence. For small Groups a Tenants' and Users' Liability Policy may be obtained at <https://tulip.ajg.com>.

If the Client uses any vehicles for activities associated with this Agreement, at its own cost and expense, it must have in effect auto liability limits of not less than \$1,000,000.00 combined single limit per occurrence to include coverage for owned, hired and non-owned autos and supply UVM with evidence of such in the form of a certificate of insurance.

It is Client's responsibility to obtain and forward to UVM proof of commercial general liability insurance for itself and any participating vendors, sponsors, or exhibitors with limits equal to those enumerated above.

6. **Cancellation/Force Majeure.** Client ____ may not or ____ may cancel the Event with ____ days' prior written notice to the UVM Entity. All cancellations must be received in writing and a cancellation fee may be assessed based on expenses and service costs incurred at the time of cancellation.

Without prejudice to or limitation of its rights otherwise under law, UVM may terminate this Agreement, without penalty at any time and for any reason.

Neither Party shall be liable for delays or any failure to perform due to causes beyond its control, including but not limited to acts of God, storm, fire, flood, earthquake, damage or destruction to facilities, health and/or public safety hazards, disease (including but not limited to any declared or undeclared quarantine, outbreak, epidemic or pandemic), travel or other restrictions (or restrictions based on UVM protocol, directive or policy), labor disturbance, war, civil commotion, shortage or unavailability of labor, governmental law, ordinance, order or regulation, or for any other cause pursuant to UVM policy ("Force Majeure Event") and may terminate this Agreement for a Force Majeure Event. If this Agreement is terminated pursuant to this Force Majeure provision, all deposits and pre-payments made by Client shall be promptly refunded. The Party invoking this Force Majeure provision may terminate this Agreement upon providing written notice (or other reasonable method under the circumstances) to the other Party at any time prior to a scheduled event.

7. **Property.** The Client agrees that if UVM or any of its agents or employees should receive or handle, on behalf of the Client, property of any kind delivered to UVM Premises or placed in its custody either before, during, or after the term of this Agreement, UVM, its agents, and its employees shall not be held liable for any loss, damage, injury, or destruction of such property. Client must remove all Client property at the end of each Event. Any Client property left at the end of each Event will be considered UVM property for future handling and/or disposal.

UVM off-campus facilities (i.e. classrooms, barns, arenas, stables and out-buildings) may not be air conditioned. If the Facility has capacity, a Client may request to supply their own air-conditioning equipment in writing at least thirty (30)

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days prior to the event, which may be approved or denied in UVM's sole discretion.

8. **Supervision, Minors, and Safety.** The Client shall provide adequate supervision for the Group while on UVM Premises, in accordance with all UVM policies and guidelines, including those specific to the event location and the protection of Minors. Adult supervisors are required at all times when minors (underage of 18) are present. Client will assure that the following staff to minor ratios will be in force and policies and procedures, including those related to screening, training, and reference and/or criminal background checks, as outlined in UVM's [Protection of Minors Policy](#), are followed.

<i>Ages of Minors</i>	<i>Staff to Minor Ratio (daytime)</i>
5 yrs and younger	1:6
6 to 8 yrs	1:8
9 to 14 yrs	1:10
15 to <18 yrs	1:12

Individuals whose actions are illegal or violate this Agreement, or whose conduct is disruptive or dangerous, will be subject to immediate removal from the Premises by UVM, the Client, or law enforcement.

The University of Vermont reserves the right to approve operating procedures and attendance limits for all Client-sponsored or supervised functions or activities. The University of Vermont also reserves the right to require the Client to supplement, at Client's expense, security or safety measures appropriate to the activity, which is the subject of this Agreement.

The serving of alcoholic beverages on UVM property requires Client provide Security services for the duration of the event, as determined by UVM, in its sole discretion.

The possession of weapons, as well as replicas or facsimiles thereof, is prohibited on UVM property and facilities. Client and all participants in Event will adhere to all terms and conditions outlined in UVM's [Weapons Policy](#). Client or Groups bringing firearms to UVM Facilities will be required to vacate University Premises.

10. The University of Vermont is tobacco-free, smoke-free and vape-free and prohibits smoking or vaping on UVM Premises. Client and all Event participants will follow UVM's [Alcohol, Cannabis, Tobacco, and Other Drug Use Policy](#).

11. **Medical Aids and Records.** The University of Vermont does not maintain a health center that provides treatment for illness or injury to visitors. Client and Groups are responsible for all applicable fees for medical services or treatment received. In an emergency, a member of the Client's staff should call 911.

12. **Damage and Excessive Cleaning.** Basic custodial services are included. Beyond typical use, the Client will be responsible for the cost of any damage and excessive cleaning.

Glitter and confetti of any kind is strictly prohibited on campus. Helium balloons may not be used in any location. Tape and tacks may not be used on the walls for any reason. Excessive cleaning charges will apply.

13. **Animals and Use of Animal Boarding Facilities and Arenas.** Animals, such as horses or other livestock shall be allowed on-site to participate in events as needed, with the prior written consent of UVM, which shall be given at UVM's sole discretion, and may require additional documentation and UVM approvals. The Client accepts all responsibility for their animal at all times and shall notify the UVM Entity of the number and condition of each animal

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to be brought on-site by submitting documentation from a qualified veterinarian demonstrating up-to-date vaccinations and a clean bill of health. UVM reserves the right to deny entrance or require isolation and/or restraint of any animal, for any reason, at any time.

Service and emotional support animals may be allowed on UVM's Off-Campus Facilities and Client agrees to follow the [Service and Emotional Support Policy](#).

14. **Concession Sales.** During the dates of the Event, the Client may sell its conference-related or other educational materials with the prior written consent of UVM, which consent may be given or denied in UVM's sole discretion. The Client bears full responsibility for all local and state sales taxes and must make prior arrangements with UVM for all food and/or consumable product sales and/or sampling prior to Event.

Prepared foods shall be labeled to indicate contents that may induce allergic reactions, including nuts, fruits, grains, dairy, species of eggs (duck, chicken, etc.) and MSG. Out of consideration to those with dietary preferences, foods shall be labeled as containing animal meats and dairy products.

15. **Use of Images.** Client grants the University the absolute permission to copyright, use, reuse, publish, republish, exhibit, display, print, and reprint in advertising material, website, social media, motion pictures, magazines, books, or other media, and for any other purposes, the illustrations, portraits, portraits made from photographs, pictures, designs, paintings, and drawings of every kind and nature (hereinafter referred to as "Photographs") obtained by the University during Client's event at the University's facilities, University grounds, or offsite at locations where the University has been hired to coordinate Client's event. Client also waives any right to inspect or approve the Photographs or the editorial or advertising copy or printed matter that may be used by the University, or others in conjunction therewith. Additionally, Client releases, discharges, and agrees to hold the University harmless from and against any and all liability in connection with the use of such Photographs.

16. **General Provisions.** This agreement will be enforced and construed according to the laws of the State of Vermont, without regard to its conflict of laws principles, and Company and University agree to submit to the jurisdiction of the courts of the State of Vermont.

17. **Authorization.** Any person signing on behalf of the Client expressly warrants that he/she is authorized by Client to execute this Agreement.