

# Webster University

## Facilities Use Agreement

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Webster University (hereafter "Webster"), and the \_\_\_\_\_ (hereafter "User"), collectively referred to as the "parties." User may not assign this Agreement without the prior written consent of Webster University. In exchange of the mutual covenants, promises, and performances provided herein, the parties hereby agree that:

1. **Facility Use:** The User may have non-exclusive use of the Webster facilities commonly known as:
    - a. \_\_\_\_\_ ("contracted facilities")  
located at \_\_\_\_\_, St. Louis, MO 63119.
    - b. Date(s) and Time(s): \_\_\_\_\_ (including any set-up/take-down time User may require).
    - c. Estimated Number of People: \_\_\_\_\_  
Any People under the age of 18 Attending (Minors) \_\_\_\_\_ (Y/N)  
If Yes, how many Minors? \_\_\_\_\_  
If there will be Minors, how many Program Staff will be in attendance? \_\_\_\_\_
  - A. The facilities contracted for under this agreement may be used only for the following activity:  
\_\_\_\_\_.
  - B. The User shall ensure that the use of Webster facilities complies in all material respects with the provisions of Attachment A, B, and C hereto, the Webster facilities Use Addendum.
  - C. Webster may retake possession of the contracted facilities without notice or process if User misrepresents the intended use of the facilities, or upon any actual misuse of Webster facilities, or reasonable determination of Webster safety and facilities personnel that User's actual use of the facilities is unduly hazardous to person or property. In the event of action by Webster under this provision, the total contract price shall be due and payable, and all amounts paid or due shall be non-refundable.
  - D. User is responsible for its own expenses incurred while using Webster facilities.
  - E. Unless otherwise agreed in writing, Webster may schedule other activities in the common areas that may be used by User at the same time as User's use of contracted facilities, but such activities shall not preclude User from enjoying the contracted facilities. Webster personnel may observe or inspect all areas and activities during User's use of the contracted facilities, but such acts shall not be unduly intrusive.
  - F. Based on needs of the university, Webster may substitute other facilities, provided that such other facilities are substantially similar to the contracted facilities and reasonably meet User's needs.
  - G. If User is unable to use Webster facilities during the designated schedule through no fault of Webster including Acts of God or Nature, make-up sessions must be renegotiated between the parties.
2. **Fees:** The contract price for the use of the contracted facilities shall be: \_\_\_\_\_.

- a. —
  - b. —
  - This fee must be paid in full prior to the event.
  - Organizations shall pay a 50 percent deposit on the total rental fee and return the signed contract within 30 days to confirm the reservation; if the reservation is made within 30 days of the event date, payment in full will be due to secure the reservation. This deposit can be paid through cash, check payable to Webster University, or credit card.
  - Cancellations within seven (7) days will forfeit 100% of rental payment.
  - Organizations shall pay all usual and customary charges established by the University for use of the University Center facilities and of equipment and services related thereto. ALL groups will be assessed charges for extra services including but not limited to additional building hours, staffing, housekeeping, floor cover placement and removal, and will be assessed charges for additional maintenance expenses brought about by the use of the facilities. The University reserves the right to require advance payment of all or any portion of any relevant charges.
3. **Necessary Permits:** User will be responsible for both securing and the associated fees for any and all permits required for the event.
  4. **Indemnification:** Webster is not responsible for any loss or injury sustained by User, its participants, or any other person who enters Webster premises in any way connected with User's use of the contracted facilities. User hereby agrees to defend, indemnify and hold harmless Webster, its trustees, officers, directors, employees, students, volunteers, agents, and successors in interests from and against any and all claims, demands, damages, losses and expenses of whatever nature or kind, including but not limited to attorney's fees and court costs, arising from, related to, or connected with this agreement or the acts or omissions of User, its directors, officers, agents, claim, demand, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation does not negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.
  5. **Insurance:** User shall obtain insurance in the amounts specified in Attachment C, and agrees to and shall comply with the provisions thereof.
  6. **Minors on Campus Provision:** User should conduct an appropriate state and national criminal background check through a reputable, qualified provider on all of its employees, agents, or representatives who shall under this contract supervise minors, have access to dormitories or sensitive areas of campus as defined by Webster, or have unsupervised access to roam Webster premises. User shall be strictly and solely liable for any and all damages, losses, harms, lawsuits, demands, or claims of whatever kind or nature and wherever brought arising from any act of its employee, subcontractor, representative, or agent relating to controlled substances, sexual activity, theft, embezzlement, violent crimes, or other similar matters, and shall upon demand of Webster pay all costs for any such damage, loss, harm, lawsuit, repercussion, forbid the performance on this contract or presence upon its premises of any person based on the results of a background check. User shall maintain records of criminal background checks for one (1) year following the employee's last day upon premises owned or controlled by Webster and shall provide said documents to Webster upon request.
  7. **Termination:** This agreement may be terminated as follows:
    - A. Webster may terminate this Agreement at any time if deposits/payments are not timely received or for User's material misrepresentation of any relevant fact or material breach of any term herein. In the event of termination, Webster's sole obligation and liability to User, if any, shall be to notify, via certified mail, termination prior to the effective date of suspension or termination.
    - B. Consistent with applicable terms of this agreement, User may terminate this Agreement prior to or during the term of the Agreement upon providing seven (7) days prior written notice to Webster.

8. **Force Majeure:** In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance "Force Majeure" shall mean fire, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.
9. **Names and Trademarks:** User shall not, without advance written permission by Webster, use any name, trade name, trademark, or other designation of Webster hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context; to express or imply any endorsement by Webster; or in any manner whatsoever, other than as herein included. Notwithstanding, User may use the Webster name for the purposes of providing maps or directions to the contracted facilities.
10. **Non-waiver:** The failure or delay of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
11. **Notices:** Any notice under this Agreement shall be in writing, via email. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Webster: Webster University  
470 E Lockwood Ave.  
St. Louis, MO 63119  
ATTN: Director of University Center

User: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

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

12. **Relationship of the parties:** It is agreed that User, its agents and/or employees are solely responsible for their own actions and have no relationship to Webster as partners, joint ventures, employees, or agents.
13. **Dispute/Jurisdiction:** The parties agree that the terms and conditions of this Agreement shall be exclusively subject to the laws, jurisdiction, and venue of the State of Missouri and St Louis County, without regard to otherwise applicable choice of law provisions.
  - A. The parties agree to resolve any disputes between them arising under this agreement in St. Louis County, MO by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration in which each side shall select an arbitrator to serve on an arbitration panel, and those selectees shall choose the third and final member of the arbitration panel who shall preside. The arbitration panel shall conduct the arbitration in accordance with the rules of the American Arbitration Association, and its ruling shall be final and binding upon the parties. The decision of the arbitration panel may be reduced to a judgment at law. Each side shall bear its own costs and expenses, but an

arbitration panel may assess reasonable and necessary costs against the non-prevailing party if requested by the prevailing party and the arbitration panel determines that:

- I. The non-prevailing party acted in bad faith or reckless disregard in failing to meet its contractual obligations hereunder, or;
- II. The non-prevailing party's defense or position lacked a reasonably credible basis in law, contract, or fact, or;
- III. The non-prevailing party failed to participate in good faith in mediation or arbitration efforts to resolve the dispute decided by the arbitration panel.

- B. Either party may invoke mediation by means of a written request to the other, providing the names of three potential mediators to whom the dispute shall be submitted. Within thirty (30) days of receipt of a request for mediation, the non-invoking party shall either agree in writing to one of the invoking party's mediators or provide an alternative list of three mediators from which the parties may select. The parties shall agree on and submit the dispute to a mediator within thirty (30) days thereafter. If mediation fails to resolve the dispute for any reason, either party may invoke arbitration by providing written notice to the non-invoking party. In the event the non-invoking party fails to timely respond to the invoking party's request for mediation or arbitration, the invoking party may proceed to binding arbitration, and a single arbitrator selected by the invoking party may render a binding decision.

- 14. **Severability:** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- 15. **Attachments and Appendices:** The following attachments are hereby made part of this agreement: Attachment A; Attachment B; and Attachment C.
- 16. **Entire Agreement:** This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed and dated by both parties.
- 17. **Signature Authority:** The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the party for whom s/he is signing, and that this Agreement is binding upon Webster and User, their directors, trustees, officers, employees, agents, representatives, and successors in interests in accordance with its terms.
- 18. **Scanned or Imaged Signatures:** The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

In witness hereof, we affix our signatures below on the date entered.

**Webster:**

**User:**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jeanene George  
Title: Director of Procurement  
Address: 470 E Lockwood Ave.  
St. Louis, MO 63119

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Attachment A: Webster Facilities Use Addendum**

The User must comply with and obey all University rules and regulations, including but not limited to the following:

- All advertising for this event must reference “**held on Webster University’s Campus**”.
- User will be responsible for all of its operations and personnel. All activities must be supervised under competent adult supervision.
- Webster will NOT provide medical services for User or its participants.
- User hereby represents that it shall comply with all applicable federal, state, and local laws, rules and regulations.
- Smoking is prohibited inside all Webster facilities.
- Pets, including dogs and cats and other small household pets, are prohibited in campus facilities.
- Open fire (candles, incense, pyrotechnics, other) may not be used in any space at any time without advance written agreement by Webster. User will obtain any necessary permits from the local fire authority.
- Confetti or rice throwing is prohibited. Paper decorations may not be taped to walls, windows or furnishings.
- Any activities deemed “hazardous” by Webster are prohibited.
- User is not to modify or alter Webster property in any manner without advance written permission by Webster. Furniture arrangements must remain as is. If the User requires furniture to be moved, Webster must be notified.
- If food and beverage services are provided in the space it is the User’s responsibility to clean the area and remove all trash. User is expected to leave the area in the same condition as it was found. Failure to comply will result in a fine equal to the rental fee.
- User will indemnify and defend and hold Webster, its administrators, employees and trustees, harmless against any and all claims, causes of actions, demands and damages related in any way to this event. User shall be solely responsible for establishing a safe environment, performing any needed background check of staff and visitors coming in contact with minors and monitoring the whereabouts of each student while on Webster property.

### **Attachment B: Guidelines**

The safety of minors on campus is of utmost importance to Webster and these guidelines are established as a start to provide a safe and productive educational environment.

A minor is anyone under the age of 18.

1. Every minor must be supervised **AT ALL TIMES** while that minor is participating in the Event.
2. Webster requires:
  - ONE adult Program Staff for every 5 participants under the age of SIX (6);
  - ONE adult Program Staff for every 10 participants ages of SIX (6) to ELEVEN (11);
  - ONE adult Program Staff for every 15 participants age of TWELVE (12) and older;
  - ONE adult Program Staff for every 15 overnight participants age of FOURTEEN (14) & older
  - a. Supervision is defined as having the minor within line of sight.
  - b. Program Staff must be at least 18 years old. Minors may not supervise other minors.
  - c. Minors should not be secluded with the Program Staff. At all times minors will either be in groups working with a Program Staff or in those situations when working with a single minor there must be at least two (2) Program Staff present.
  - d. Minors should use the buddy system for restroom breaks and should check in and out with the Program Staff for restroom breaks.

### **Background Checks**

1. Criminal and sex offender background checks: Each employee or volunteer who acts as a Program Staff and any employee or volunteer who has substantial contact with minors must have successfully passed a criminal and sexual offender background check within the year preceding the Event. Until a successful background check is received, the employee or volunteer may not supervise or have substantial contact with minors. Background checks will be submitted to Webster's Public Safety Department.

### **Transportation:**

1. Ensure the minors and their parents know the pick-up location if parents/guardians have missed the standard pick up times. Ensure you have a secure pick up and drop off protocol, including only permitting parents or legal guardians to pick up minors.

### **Public Safety:**

Any accident must be immediately reported to Webster Public Safety (314-246-7430) and a report filed.

**Attachment C: Insurance Requirements**

User shall obtain insurance in the amounts herein and shall furnish Webster with a certificate of insurance that provides a 30-day written notice of cancellation if coverage is modified or cancelled during the term of this Agreement, and shows the actual amount of coverage and policy limits, which shall not be less than those specified herein. Webster may seek and obtain certified copies of insurance policies to which this agreement is applicable. Certificates of Insurance must be filed with Webster before the User is permitted on campus.

A. The following minimum coverages and limits are required.

- (1) **COMPREHENSIVE GENERAL LIABILITY** including, but not limited to, the following coverages: professional, premises/operations, products/completed operations, contractual, personal injury, broad form property damage and fire legal liability (\$1,000,000)/

Bodily Injury and Property Damage (Combined Single Limit)	\$1,000,000 each occurrence \$2,000,000 general aggregate
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Insurance policy must verify that sexual abuse and molestation are not excluded and must have coverage at a minimum of \$1,000,000/occurrence and a \$2,000,000/aggregate under the general liability policy. This must be shown as a covered exposure on the Certificate of Insurance.

- (2) **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, hired and non-owned automobile coverages.

Bodily Injury and Property Damage (Combined Single Limit)	\$1,000,000 each accident
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The contractor shall certify that such insurance is carried on vehicles of any subcontractor or supplier that makes delivery to that University.

- (3) **WORKER'S COMPENSATION** (Including Employers Liability) as required by State law for all of the contractor's employees engaged in work at the University.

- B. The contractor's employees will be on Webster premises solely in connection with their performance of official duties for the contractor, and it is the intent of the parties to this agreement that Workers Compensation benefits shall be the sole recovery available for any and all of the contractor's employees injured on the job in connection with the contractor's services to or on behalf of Webster, or while on Webster owned or controlled premises. Accordingly, the contractor shall upon demand of Webster defend and indemnify Webster for any and all claims or demands of whatever kind or nature and wherever brought by any employee of the contractor for any harm or injury arising as a result of that employee's performance of duties for the contractor in connection with this contract, or while on, in, or about any property owned or controlled by Webster.
- C. Insurance certificates indicating the required coverages shall be furnished to the University for approval throughout the term of the contract and for one year after the contract ends.
- D. The policies of insurance shall name "Webster" as additional insured with respect to operations performed under this contract, protecting the insured and the University as though a separate policy had been issued to each. These policies shall be primary and shall not require contribution from any insurance carried by the University.
- E. These policies shall contain a provision requiring thirty (30) days written notice of cancellation to the University before cancellation, reduction or other modification of coverage may become effective.



- F. The contractor shall provide the University a copy of these policies and any changes thereto.
- G. In the event that the contractor fails to maintain and keep in force the insurance as provided herein, the University shall have the right to cancel and terminate this contract forthwith and without notice.

**Attachment C Acknowledgement and User Signature**

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

Date: \_\_\_\_\_

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

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

Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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