

Sample - Premises Use Agreement - Sample
Bergamo Center for Lifelong Learning
(Please sign and return original, retain a copy for your files)

In consideration of the use of certain facilities, described more fully herein, for a fee as agreed to and specified herein, the Licensee agrees to the following conditions:

1. **Licensee** _____ will provide supervision for the events and for all of its activities without the assistance or involvement of the Licensor, Bergamo Center for Lifelong Learning. Persons under eighteen years of age or a person of any age who is substantially impaired by a physical, mental or cognitive disability must have adult supervision.
2. After use of the facilities has been completed, the Licensee agrees to leave the facilities and any and all equipment in a clean and orderly condition, and in the same condition as they were prior to Licensee's use, except for normal wear and tear. Groups may not use marking tape on the floor, and are not to move furniture or equipment, including setting up, taking down or adjusting gym equipment. Groups are liable for any property damage due to their activities.
3. **The insurance required is in addition to and separate from other obligations contained in the agreement.** Throughout the term of this Agreement, Licensee shall purchase and maintain comprehensive general liability coverage for Licensee and its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, adding Licensor as an additional insured for any and all claims arising out of, or in association with, this Agreement; and the policy will be *considered primary insurance and any other coverage shall be excess*. Before Licensee is allowed on the Licensor's premises pursuant to this Agreement, Licensee shall furnish a certificate from its carrier and all endorsements evidencing compliance with this Section. Any failure on the part of the Licensor to insist upon the receipt of a certificate of coverage and applicable endorsements is not a waiver of any rights that the Licensor has under this Paragraph. In the event Licensee fails to purchase or procure this said coverage, as required above, the parties expressly agree that Licensee shall be in default under this Agreement, and that the Licensor may recover all attorneys' fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Licensee. Lastly, Licensee shall purchase and maintain workers' compensation coverage in an amount not less than the limits required by law with employer's liability coverage.
4. Licensee and its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter collectively known as "Licensee"), shall, during the term of this Agreement, hold harmless, defend, and indemnify Licensor, and its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter collectively known as "Licensor") from and against all actions, causes of action, lawsuits, obligations, liabilities, losses, penalties, fines, costs, including damages for personal injury, including sickness, disease, death, property damage, economic losses, or a violation of law, and expenses, including reasonable attorneys' fees, all legal expenses, and fees incurred on appeal and interest thereon, accruing or resulting to any and all persons, firms, or any other legal entity as a result of or arising from the use of the premises by Licensee, and any negligent actions or failure to act by Licensee, intentional, criminal, and/or reckless actions or failure to act by Licensee and or Licensor, which Licensor may incur, be exposed to, become responsible for, or payout. Licensee shall assume the investigation, defense, and expense of all such claims and causes of action. Any and all costs, expenses, damages, and losses incurred in connection with this Paragraph shall be due and payable by Licensee within fifteen (15) days of written demand thereof by Licensor.
5. Tax-exempt groups must provide a "**Blanket Certificate of Exemption**". If documentation is already on file, provide your tax number, _____, to cross-reference our records.
6. Group agrees that the final bill is determined by existing prices at the time of service unless otherwise agreed to in writing. Bergamo Center is not bound by preliminary estimates or quotes for purposes of payment liability.
7. Bergamo Center may require a disclaimer on literature sent to promote or announce events held at Bergamo Center. A disclaimer may also apply to materials distributed during the program at Bergamo Center.
8. Groups are not to interfere with other groups in the Bergamo Center or anywhere on the Mount Saint John property..
9. Bergamo Center reserves the right to refuse service based on the religious beliefs of the Society of Mary (Marianists).
10. Bergamo Center is not responsible for equipment or personal belongings left on premises. Bergamo Center may discard any material left following a program after 30 days.
11. Group agrees to provide Bergamo Center with their program agenda in advance for review of the program's schedule such as meal and break times and checkout. Bergamo Center reserves the right to observe any and all sessions of groups renting our facilities.
12. Groups may not bring alcoholic beverages into designated areas to serve to their members. According to Ohio Liquor Law, all such beverages must be purchased from Bergamo Center. Bergamo Center is licensed by the State of Ohio to provide alcoholic beverages.

13. **Check-in is 5:00 pm and checkout is 10:00 am.** Changes to these times can be requested based on availability.
14. Group agrees that charges for food are based on the higher of actual meals served or final menu count reservation.
15. Bergamo Center will make every effort to accommodate on-site requests such as a change in room setup. However, on-site changes are not always possible and can be subject to a service charge.
16. All meals must be purchased from Bergamo Center dining services. Groups may not bring in their own food and beverages to serve. Non-refrigerated and non-heated snacks such as chips or candy may be allowed **upon request**. Snacks must be kept in conference rooms or bedrooms.
17. Groups are not permitted to bring in electrical appliances such as microwaves, crock pots, refrigerators etc.
18. Group agrees that all food and utensils provided by Bergamo Center remain in the area where Bergamo Center serves the meal or refreshment.
19. **Vendor Space Fees** - Groups hosting vendors for commercial enterprise (sale of merchandise) will be subject to a \$30 fee, per vendor, for an eight foot by six foot area of space inside the center and provided with one 8ft. x 2ft. table. (65 tables are available.) Vendors setting up on the property outside the Center will be provided with up to two tables for \$30. Any additional tables will be provided for a \$20 fee, per table. Outside vendors who do not need tables provided will not be charged.
20. **Exhibitor Space Fees** - Groups hosting non-profit exhibitors for display space (no sale of merchandise) will be subject to a \$15 fee, per exhibitor, for an eight foot by six foot area of space inside the center and provided with one 8ft. x 2ft. table. (65 tables are available.) Exhibitors setting up on the property outside the Center will be provided with up to two tables for \$15. Any additional tables will be provided for a \$10 fee, per table. Outside exhibitors who do not need tables provided will not be charged.
21. Failure to abide by any of the above may result in any or all of the following:
 - Requiring the group to immediately leave the premises.
 - Refusing further service until the situation is remedied.
 - Refuse future bookings.
22. Timely payment of deposit guarantees Licensee's reservation. Your Summary of Charges total is **estimated** at \$_____ (plus tax) with **20% deposit of \$_____** due **within 30 days** from the issue date of this Premises Use Agreement. The deposit is non-refundable if your event is cancelled within any time period. Program cancellation 14 days or less from the program's start date will result in a payment liability of all food charges and one night's lodging. If this payment liability exceeds the deposit, the group is responsible for the additional balance. The remaining balance of payment is due within 15 days of receipt of the invoice.
23. The undersigned warrants and certifies that she/he is a duly authorized representative of Licensee authorized to enter into this agreement and bind Licensee to its terms.

Name of Licensee/Organization (Participant)

Name of Event

Start Date & Time of Event

Start Date & Time of Event

Name & Title of Authorized Representative of Licensee

Phone # and email address

Signature of Authorized Representative of Licensee

Date

Bergamo Representative

Date

For Bergamo Center Office use:

Premises Use Agreement Issue Date: _____

(Folio #) _____

A Rev. 2/20/18