

CUSSW BUILDING USE AGREEMENT

This License Agreement is entered into by and between the Trustees of Columbia University in the City of New York for the Graduate School of Social Work (“University”) and _____ (the “User”) on _____ (date). In consideration of the mutual benefits derived hereunder, the parties agree as follows:

Event: _____

Date: _____

Projected Attendance: _____

The estimated charges for building use are:

- Room Fee: \$TBD (depends on room or rooms used and user status)
- Tech support: \$TBD (depends on room or rooms used and user status)
- Security: \$50 per hour (required if event is after hours)
- Custodial: \$50 per hour (2-hour minimum M-F, 4-hour minimum after 2:30 M-F and weekends)
- Labor: \$50 per hour (2-hour minimum M-F, 4-hour minimum on weekends)

Deposit Requirement: Upon the signing of this agreement, licensee shall remit a payment of (50% of the estimated charges due), to serve as a deposit for the reservation space at Columbia University. The deposit is not refundable. The balance of payment is due a minimum of one week (seven days) prior to the scheduled event. If full payment is not received by that time, the reservation on the room(s) shall be released. In addition a deposit of \$250 will be collected and used only if there is damage to any portion of the School of Social Work as a direct result of the event in question. If no damage is discovered, the \$250 deposit will be refunded after the event.

Requirements: The Agreement, Certificates of Insurance, and Deposit Requirement are due 30 days prior to event.

Form of Payment: All payments must be made in the form of a Certified Check, Company Check, or Bank Money Order, payable to the Columbia University School of Social Work, and sent to the Office of Financial Management, Room 602, 1255 Amsterdam Avenue, New York, NY 10027. Personal Checks or other forms of payment will not be accepted.

Cancellations: Cancellations will only be accepted if received in written form by the University from the User (two weeks prior to the scheduled event). The fifty percent (50%) deposit requirement is not refundable and cannot be credited to the balance due.

Advanced Copy of Advertising: A copy of the Conference Program, any advertising, or other informational materials sent to conference participants, is to be submitted to the Events Manager for approval prior to its issuance.

Insurance and Indemnity: The User agrees to maintain the following insurance at its own cost and expense, throughout the term of this agreement, with insurers licensed to do business in the State of New York, and to provide Certificates of Insurance naming Columbia University as an additional insured:

- A. **Comprehensive General or Commercial General Liability Insurance** (including contractual liability, personal injury liability, host liquor liability, and broad form property damage coverage) with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and in the aggregate. The policy shall be endorsed to include The Trustees of Columbia University in the City of New York and its trustees, officers, employees, and agents as additional insured with respect to the use of the University’s facilities by the User.

B. If the User has employees on University premises, **Workers' Compensation and Employer's Liability Insurance** covering each employee of the User with a limit of liability in accordance with the applicable law in the case of Workers' Compensation Insurance, and with a limit of liability of not less than \$250,000 in the case of Employer's Liability Insurance.

The insurances referenced above will be primary coverage; any insurance the University may purchase or maintain will be excess and non-contributory. The User's Comprehensive General or Commercial General Liability Insurance will be written to cover claims incurred during the terms of this Agreement, and discovered, manifested, or made during or after expiration of the Agreement.

The User shall indemnify, defend, and hold harmless the Trustees of Columbia University in the State of New York, and its trustees, officers, employees, and agents from and against all actions, suits, claims, demands, causes of action and proceedings, and all liabilities, losses, judgments, damages, costs, settlements and penalties, including attorney's fees incurred in connection therewith, arising out of or incident to, directly or indirectly, the use of facilities at the School of Social Work Building, 1255 Amsterdam Avenue, at the dates specified above.

Catering: The User agrees to select one of three catering services suggested by the School of Social Work to insure proper care and handling of food delivery, food service and food removal. If this is not possible, the User must insure that the University be allowed to discuss food service procedures with the caterer prior to the day of the event.

Personal Property: The University will not be responsible nor liable for any loss, theft, or damage to any personal property of the User, or any of its employees, agents, vendors, or participants.

Building Care / Damages: The University will hold the User responsible for any physical damages to property associated with this event beyond the normal standards of wear and tear. Any costs resulting from damage and/or loss by the User's participants or guests shall be paid for by the User. Costs in excess of the \$250 damage deposit will be billed. In any event, the User is not permitted to make use of any party/conference decorations which may cause damage to the space used. The User is not allowed to tape any material to the walls, windows, window shades, curtains or other surfaces. Furthermore, balloons are not permitted to be used in the rooms.

Supervision: The User shall insure compliance by its participants with all house rules as stated in this Agreement, and shall provide supervision of conference participants adequate to the University's satisfaction.

Right of Discovery: Any member of the School's faculty or staff who recommends that the School enter an agreement with an organization will reveal in full their relationship with said organization, i.e., a dues paying member, a member of its Board, etc.

Right of Entry: The University may exercise the right to enter any room which the User has reserved pursuant to this Agreement, in for the purposes of management, safety or compliance with applicable rules and regulations.

Right to Terminate due to Default: Should the User or its participants at any time be in default in the performance of any of the provisions of this Agreement the University may, at that time and at its option, elect to terminate this Agreement. Such termination shall be effective immediately. Upon such termination, User will cause all space licensed by it to be immediately vacated.

Right of Waiver: The Dean of the School of Social Work reserves the discretionary right to modify or waive any or all fees and requirements set forth in this Agreement deemed appropriate.

Impossibility: If the School of Social Work shall be unable to carry out its obligations under this Agreement by reasons of accidents, strikes, labor disputes, sickness or death of key personnel, energy shortages, governmental directives or Acts of God or other casualty, the University shall be excused from its obligations herewith and shall have no liability under this Agreement. In such event, the User's deposit and all other payments to Columbia in connection with this Agreement shall be returned to User.

Compliance with Local Laws: The User agrees to conform to and comply with all applicable New York City, New York State and Federal laws and orders and regulations of the New York Board of Fire Underwriters and with all rules and regulations of Columbia University now or hereafter in effect with respect to the use of University buildings.

If the User is in agreement with the terms of this Agreement, the Agreement should be signed where applicable and returned with the Certificate of Insurance and Deposit requirement.

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

By: _____

Title:

Date: _____

USER

By: _____

(please print name)

Signature: _____

Title: _____

Date: _____

For: _____

Please return pages 3 and 4 of this Agreement along with the following required materials:

- Certificates of Insurance
- Deposit Requirement \$ _____