

COLLEGE OF THE HOLY CROSS
PROPERTY USE AGREEMENT FOR PROGRAMS WITH CHILDREN OR MINORS

This Property Use Agreement (including the Additional Terms and Conditions and all Exhibits attached hereto, the “**Agreement**”) is entered into this _____ by and between the Trustees of the College of Holy Cross, having an address of One College Street, Worcester, MA 01610 (the “**College**”) and Licensee (as defined below).

In consideration of the premises set forth herein, the parties hereto agree as follows:

1. **Definitions.** The following terms have the meanings set forth below for the purpose of this Agreement:

Licensee:	Legal Name of Entity:
Licensee Address and Contact Person:	Address: Contact Name and Title: Office Telephone: _____ Cell Number: _____ Email:
Licensee Parties:	Licensee and its directors, trustees, managers, officers, employees, agents, representatives, contractors, invitees and attendees and any other person acting for or by permission of Licensee, and “ Licensee Party ” means any one of them.
Permitted Use:	
Event:	
Facilities:	[Identify Facility Location, and Describe the Facility Location (such as Room Number and square footage)]
Parking	Parking will be available to Licensee at the following location: [describe or identify parking areas and any restrictions – car; charter bus; vans].
Facilities Term: (including set up and take down activity)	[Enter inclusive dates and times of the Event including set up and take down activity.]
Maximum Occupancy:	Persons; athletic Events: _____ participants, _____ spectators
Insurance Requirements:	As set forth in Section 6
Facilities Use Fee:	\$ _____
Deposit:	\$ _____
Additional Fees:	Exhibit A - Schedule of Fees for College Property Use and Other Services

College Contact Person:	Name: Phone: Email:
Exhibits	Exhibit A - Schedule of Fees for College Property Use and Other Services

2. License to Use Facilities. Subject to all terms and conditions set forth in this Agreement, including to the Additional Terms and Conditions which are incorporated herein by reference, College grants to Licensee a revocable, nonexclusive license to use and occupy the Facilities for the Event and Permitted Use during the Facilities Term. This Agreement is not a lease, and no interest in real estate is conveyed hereby. College reserves the right, in its sole discretion, to (a) cancel the license granted hereby or (b) provide Licensee with a substitute space other than the Facilities; provided, however, that such space shall be similar in size and function to the Facilities.

IN WITNESS WHEREOF, the parties have caused this Agreement, which includes the Additional Terms and Conditions and Exhibits hereto, to be duly executed in duplicate originals by their duly authorized representatives, whose signatures appear below.

TRUSTEES OF THE COLLEGE OF THE HOLY CROSS

LICENSEE

By: _____
Name:
Title:

By: _____
Name:
Title:

1. Additional Responsibilities of College. College agrees to provide the following additional services if and as indicated on Exhibit A and on the terms as described below:

a. Audio/Visual Equipment. Audio-visual items permanently located in the Facilities are provided by College at no additional charge. If additional equipment is required, charges are assessed for the rental of such equipment as well as labor costs for the set-up and break-down of equipment. Licensee must notify College of Audio/Visual needs seven (7) business days in advance of the Facilities Term, the provision of which is subject to the approval of College.

b. Food and Beverage Service. If food or beverages are to be served at an event, Holy Cross Dining Services must provide them. Menu selections must be made at least fifteen (15) business days prior to the Event and at least four (4) business days' notice must be provided for the number of attendees. In the event that the number of attendees exceeds the number of attendees by more than five percent (5%), College may assess an additional service fee in addition to the actual additional food and beverage charges. In addition, should the attendees decrease by 20% or more of the estimated number or the anticipated food and beverage volume decrease by the same, an additional fee will be assessed. There is a \$50 service charge for any private catered meal function with fewer than 25 people.

(i) For all cash and open bars, a College provided SERV-Safe certified bartender. In addition, for all bars in excess or one hour, one Public Safety officer is required for every 100 guests.

c. Security Detail. The Event must be staffed with appropriate security. All necessary College security costs must be paid by Licensee. Charges for security varies dependent upon number of officers required for event coverage. Security will be assigned based on maximum capacity of the particular facility (indoor and/or outdoor) and identified risk.

d. Parking. Existing parking facilities will be open to such traffic on a non-exclusive basis.

e. Fees. The fees specified in this Agreement and Exhibit A - Schedule of Fees for College Property Use and Other Services have been based on specific

service and other requests of Licensee. Should Licensee's requests be modified in any way or incorrect information was provided in Licensee's application for use of College Property, College reserves the right to retract the fees included herein and renegotiate same with Licensee. In the event that mutually acceptable fees cannot be renegotiated prior to the time the Event is scheduled to begin, College may, at its sole discretion, cancel the Agreement.

2. Preconditions to the Use of the Facilities. Licensee shall complete the following requirements prior to entrance onto College property and occupancy of the Facilities and in any event not later than fifteen (15) business days prior to the Event:

a. Provide two original signed copies of this Agreement executed by Licensee by a duly authorized signatory of Licensee to College;

b. Provide the License Deposit to College;

c. Obtain, at its sole expense, insurance meeting the requirements of Section 6 and submit proof of such insurance as set forth therein to College. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

d. Notify College of final food service count four (4) business days in advance of beginning of the Facilities Term. If Licensee fails to notify College, Licensee will be billed for food services listed in the Fees and Payment Schedule of this Agreement.

e. Licensee is responsible for communicating parking instructions to all Licensee Parties in accordance with arrangements outlined by College.

Licensee shall not occupy the Facilities under this Agreement until Licensee has completed the above requirements or the reservation will be null and void.

3. Fees and Payment Schedule. For its use of the Facilities, Licensee agrees to pay to College the Facilities Use Fee and Additional Fees set forth on Exhibit A - Schedule of Fees for College Property Use and Other Services. Deposits and payments made in accordance with this Agreement are non-refundable except when College cancels this Agreement prior to Licensee's use and does not offer similar alternate facilities. Upon completion of Event, any retained

deposit will be applied against unpaid bill balance and other charges. Licensee is responsible for any additional charges in connection with the Event, including, but not limited to, overtime and any damages or repair costs. College shall notify Licensee of any charges or repair costs and the reasons therefor. Any appraisals or estimations of repair costs by College shall be binding upon Licensee. Licensee shall be invoiced by College for any such costs of charges and must remit payment within thirty (30) days of the date of the invoice. Outstanding balances shall accrue interest at the rate of 1.5% per month. If Licensee defaults in any of its payment obligations under this Agreement, Licensee agrees to pay College's reasonable expenses, including but not limited to legal and collection agency fees, incurred by College in enforcing its rights.

4. **Protection of Minors.** For the purposes of this Agreement, a "minor" is any person under the age of 18. This section is applicable if the any minor(s) will attend the Event or enter onto any College premises (including, but not limited to, the Facilities) or any minor(s) is a Licensee Party. Licensee represents, warrants, and agrees as follows: (a) Licensee has conducted criminal background and sexual offender registry checks on all employees, contractors, representatives, and volunteers and other Licensee Parties who will work or interact with minors on any College owned or leased property, at a minimum in conformance with M.G.L. c. 6, §§172G and 172H and M.G.L. c. 71, §38, to the extent applicable with no adverse findings that would disqualify them from working with children, including any criminal finding involving sex crimes; (b) Licensee has required and confirmed that every Licensee Party has completed training on recognizing and reporting child abuse and neglect, including any mandatory reporting requirements, as applicable; (c) all minors attending the Event or otherwise on College owned or leased property because of Licensee shall be in the care, custody and control of Licensee at all times; (d) all minors will be subject to all College policies, rules, and procedures while on any College owned or leased property or participating in any College program or activity and any minor may be asked to leave the program, activity or property if the minor fails to comply with any such policy, rule, or procedure; and, if minors will stay overnight or the Event is for more than one day, (e) Licensee shall provide College with signed documents in a form acceptable to College from the minors' parents and/or guardians releasing College Indemnified Parties from liability; (f) Licensee

has established and adheres to procedures for age and program appropriate levels of supervision including access to, communication with, and standards for physical contact, with children; and (g) Licensee is in possession of appropriate forms and can readily access appropriate forms including permission forms and medical contact information.

5. **Insurance Requirements.** At its sole cost and expense, Licensee shall obtain and maintain in effect insurance policies and coverages acceptable to College for the event, including, without limitation, the following:

a. **Workers' Compensation Insurance**

- (i) Statutory Compensation Coverage
- (ii) Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

b. **General Liability Insurance**

- (i) Minimum Limits of Liability:
 - \$1,000,000 – Per Occurrence
 - \$3,000,000 – Annual Aggregate
 - \$3,000,000 – Annual Aggregate applying to Products/Completed Operations
- (ii) Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations

c. **Sexual Abuse/Molestation Insurance**

- (i) Minimum Limits of Liability:
 - \$1,000,000 – Per Occurrence
 - \$3,000,000 – Annual Aggregate
- (ii) Coverages:
 - Physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse.
 - Any actual, threatened or alleged act
 - Errors, omission or misconduct

- d. Comprehensive Automobile Liability,
- \$1,000,000 combined single limit, including the operation of owned, non-owned and hired automobiles, covering bodily injury, if Contractor Personnel will bring any vehicle to campus.
- e. Other; if applicable.

All policies shall remain in force and effect throughout the term of this Agreement. Licensee’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to College with respect to any claim arising out of the use of the Facilities under this Agreement by Licensee Parties. Licensee shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VIII or better, and authorized to do business in Massachusetts. Licensee’s policy(ies) shall include legal defense fees in addition to the liability policy limits. Licensee is responsible for payment of Agreement related insurance premiums and any self-insured retention and deductibles. The insurance coverage limits to be maintained hereunder shall not limit Licensee’s liability under this Agreement. An umbrella or excess liability insurance policy may be used to supplement Licensee’s policy limits to satisfy the full policy limits required by the Agreement.

The “Trustees of the College of the Holy Cross” must be named as an additional insured on all policies except Workers’ Compensation and Employer’s Liability. At least seven (7) days prior to the Facilities Term, Licensee shall provide to College certificates of insurance satisfactorily evidencing the above requirements. If Licensee is self-insured, a Certification of Self-Insurance must be provided.

Licensee agrees to notify College within five (5) business days with a copy of the cancellation notice, unless Licensee’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to College.

6. Termination by Licensee. This Agreement may be terminated without cause by Licensee by giving written notice to College according to the following:
- a. All cancellations initiated by Licensee must be made in writing, by Licensee to College Contact.

- b. If cancellation is received more than 30 days prior to the start date of Facilities Term, Licensee will not be assessed charges.
- c. If cancellation is received less than 30 prior to the start of the Facilities Term, Licensee will be assessed a cancellation fee equivalent to 100% of any overtime detail charges and 50% of the remaining value of the Agreement.
- d. There is no cancellation by Licensee after the start of the Facilities Term.

7. Termination or Cancellation by College. If Licensee or any Licensee Party fails to fulfill any of its obligations hereunder, including, but not limited to, any violation of any law, regulation, ordinance, College policy or rule, including but not limited to the Property and Facilities Use by External Users , or this Agreement, College may revoke the license to use the Facilities and/or terminate this Agreement upon notice to Licensee. Licensee is obligated to make full payment of all fees under this Agreement in the event of such termination by College pursuant to this Section. College also retains the right to cause the ejection of any person at any time, upon any breach of this Agreement by Licensee or any Licensee Party or all Licensee Parties or if it is in the interest of public order or safety.

8. Surrender of Facilities. Upon the earliest to occur of (a) completion of the Event, (b) expiration of the Facilities Term, or (c) termination of this Agreement for any reason, Licensee shall promptly vacate and surrender the Facilities in the same condition as when possession was received by Licensee and shall remove all items of property of all Licensee Parties. In the event that property of any Licensee Party is not removed by Licensee at such time, College may remove from the Facilities and/or dispose of any and all of such property, at the expense of Licensee, and College shall not be liable for any damages or loss sustained by reason of such removal or disposal.

9. Term of Agreement. The term of this Agreement shall be the period commencing on the date first set forth above, and ending on 90 days after the Event concludes provided that Licensee has made all payments required by College as of such date.

10. Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and hold harmless College, its trustees, officers, agents, employees, attorneys, successors, assigns and representatives

(collectively, the “**College Indemnified Parties**”) from and against any and all claims, demands, suits, actions, judgments, settlements, costs, losses, theft, damages, fines, penalties, liability, expenses and third party action(s), including reasonable attorneys’ fees and costs through litigation and all appeals and costs, of every kind and nature incurred, sustained, or suffered by or asserted against, any College Indemnified Party (collectively, “**Damages**”) relating to or arising out of, in whole or in part, (i) the Event; (ii) any occurrence in, upon, at or about any of the property owned or controlled by College resulting from any Licensee Party entering into, occupying or using such property whether authorized or not; (iii) any negligent act or omission or willful misconduct of any Licensee Party; or (iv) any breach of this Agreement by Licensee or any Licensee Party. The indemnification obligation under this Section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for any Licensee Party, and shall survive any termination or expiration of this Agreement.

11. **Liability.** Licensee agrees that it shall use and occupy the Facilities and other College property at its own risk, and College shall not be liable to any Licensee Party for any personal injury or loss or damage to vehicles, equipment, fixtures, or other personal property brought onto College owned or controlled property except as caused directly by the gross negligence of College

12. **Control of Facilities.** The Facilities shall at all times be under the control of College, and duly authorized representatives of College shall have the right to enter the Facilities at all times during the Facilities Term. At no time shall Licensee permit the number of individuals in the Facilities to exceed the maximum occupancy thereof. In the event of a College emergency or other circumstances of extreme urgency, as solely and reasonably defined by the College, College reserves the right to terminate the Event and utilize the Premises for its own emergency management purposes.

13. **Compliance with Law and Policies.** Licensee agrees to comply, and shall cause Licensee Parties to comply, with all College policies, procedures, rules, guidelines, and all local, state and federal laws, regulations, rules, and ordinances including, but not limited to, those concerning health, safety and public order. Licensee

further agrees to take responsibility for the implementation and enforcement of such requirements and to cause Licensee Parties to comply with all reasonable requests of College, its personnel and security agents, relating to College owned or controlled property, operation thereof or any of College’s community members. A copy of College policies, procedures rules and guidelines is available upon request from College. Without limiting the foregoing, Licensee agrees as follows:

- a. Licensee shall comply with the College’s program for the Safety of Children in College Programs, as it pertains to third parties, available at: <https://www.holycross.edu/compliance-and-risk-management/safety-children-college-programs>
- b. Licensee shall conduct all activities in a safe manner, and shall not permit any activities by any Licensee Party in any manner that could bring discredit to College.
- c. Licensee shall not, and shall not permit, any act to be done or condition to exist in the Facilities or any part thereof or any article to be brought thereon which may be dangerous, or which may make void or voidable any insurance then in force or required under this Agreement (including, without limitation, any weapon, object that is intended to be used as a weapon or to injure property, any firework, pyrotechnic, other incendiary displays or devices, or highly flammable material).
- d. Licensee shall not, and shall not permit any Licensee Party to:
 - i. Wear, distribute, possess or bring to any College owned or controlled property, any mask or face covering (other than those that individual customarily wears in accordance with sincerely held religious beliefs (such as a niqab)) or personal protective gear as defined under OSHA;
 - ii. Injure, endanger, or threaten the wellbeing or safety of any individual in any manner;
 - iii. Use of College Property for any protest, demonstration, display, march, or other political activity or expression without prior written consent from the President of the College;
 - iv. Create or continue any nuisance, including excessive, sustained or repeated noise, while on or about College owned or controlled

- property or any interference with, interruption, or disruption of the operations of College or any College or campus activity, event, or function, including, but not limiting to, preventing access to any College owned or controlled property (including, but not limited to, any office, building or other facility or area or equipment (whether by blocking or crowding)), or prevent an official from carrying out their duties or responsibilities.
- v. In any manner, alter, deface, injure, mar, damage or destroy the Facilities, any other College owned or controlled real property, or any personal property located therein (or threatening to do the same);
 - vi. Fail to identify oneself correctly or refuse to present identification when asked by a College official;
 - vii. Access, failing to vacate, or disregard any request by a College official to disperse or relocate from, any area, property, or facility declared closed or off-limits by College. College reserves the right to request any person to leave the Facilities and all College owned or controlled property if, in the sole judgment of College, the person has violated any term of this Agreement. If the person does not leave at once, he or she will be considered a trespasser and subject to removal by the police.
 - viii. Failure to comply with occupancy limits, ticketing, registration, and/or other security measures established for any activity, event or function;
 - ix. Conduct any gambling and games of chance (other than raffles or door prizes that have been duly licensed under applicable law);
 - x. Conduct any political or lobbying activities on College owned or controlled property or fundraising therefor;
 - xi. Affix, erect or display any banners, posters, placards, advertising or other signage in any manner, upon, or near College property or otherwise announce or publicize advertising except as specifically approved in writing in advance by College. College may remove all such signage for which College has not given approval;
 - xii. Unlawful discrimination or harassment;
 - xiii. Smoke or use of tobacco or marijuana products;
 - xiv. Obstruct any sidewalk(s), entry(ies), door(s), passage(s), vestibule(s), hall(s), corridor(s), stairway(s), and other ways of access; or
 - xv. Assisting any other party to violate the above restrictions.
14. Licensee Representations and Warranties. Licensee represents, warrants, and agrees that (a) College is providing the Facilities on an “as is,” “where is” basis in their present condition and state of repair with all faults, known or unknown, and that Licensee Parties are using the Facilities without reliance on any representations or warranties from College or any other party; (b) neither College nor any other party on College’s behalf has made any representations or warranties with respect to the Facilities or grounds adjacent thereto, except as expressly set forth in this Agreement; (c) Licensee has the capacity and is duly authorized to enter into, execute, deliver and perform this Agreement and the person executing this Agreement on behalf of Licensee has the authority to legally bind Licensee; (e) upon execution of this Agreement by Licensee and College, this Agreement is legally binding upon Licensee; (f) Licensee has inspected the Facilities, will inspect them prior to each use, and accepts them in their present condition; and (g) Licensee shall notify College promptly of any conditions that Licensee deems to present a danger or hazard.
15. Substitution of Facilities. College reserves the right to substitute comparable facilities for those reserved by Licensee in its sole discretion.
16. Use of Name, Logo, Image, Other Property; Advertising and Signs. Licensee shall not imply in any way that College is sponsoring the Event. No reference to College or any affiliate of College may be used in press releases, promotional or other literature used by Licensee, other than references to the location of the Event, without the prior written consent of College Contact. Licensee shall not involve or refer to any College staff or College telephone numbers in any publicity, or on any Event brochure or other materials, without the permission of the College Contact. Licensee shall provide College Contact with an advance copy of Licensee's proposed advertising for approval by College Contact, to ensure that the involvement of College in connection with the Event is properly represented. Licensee shall not

be permitted to (a) capture (in any manner or media including, but not limited to photography or video) any recording of or (b) use in any manner the name of College, any image of College or logo, trademark, service mark or other intellectual property of College without the prior written approval of College. Licensee shall not televise or broadcast, nor record for broadcast, nor permit anyone else to take televise or broadcast or record for broadcast, in any manner or media any events presented at the Facilities without the prior written approval of College.

17. Permits. Licensee shall be responsible for procuring any licenses or special permits required by federal, state, or local agencies, departments, boards or authorities associated with the Event or the activities to be conducted during such Event.

18. Taxes[Admission Fees]. Licensee shall be responsible for the payment of any federal, state or local taxes and charges associated with the Event or the activities to be conducted during such Event and shall pay all such taxes and charges immediately when due.

19. Concessions. Licensee agrees that all concession rights and privileges, including the sale of souvenirs and other printed materials, shall be retained by College unless these rights are waived in writing by College. If those rights are waived, a separate vending agreement will be negotiated and Licensee will be responsible for the payment of any fees associated with this Agreement. This does not prohibit Licensee from selling educational materials created for the benefit of its members.

20. Removal of Property. Any equipment or effects of Licensee remaining on the Facilities for more than 24 hours after the expiration of this Agreement without prior written permission of College shall be deemed abandoned and disposed of by College at its sole discretion at Licensee's cost.

21. Food/Beverages. Licensee shall not allow any food or beverages, including, but not limited to, water, carbonated and non-carbonated soft drinks, beer, wine, liquor and alcoholic and non-alcoholic beverages of any kind, to be sold or otherwise provided at the Event except for those provided by College.

22. No Assignment or Sublicense. Licensee shall not sell, assign, sublicense, or otherwise transfer any interest in this Agreement without prior written consent of

College. Any attempt to sell or assign any interest or rights in this Agreement shall render this Agreement null and void at the option of the College.

23. Governing Law; Waiver of Trial by Jury; Venue. The construction, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws and choice of law rules. College and Licensee, so far as permitted by law, waive and will WAIVE TRIAL BY JURY in an action, proceeding or counterclaim brought by either of the parties hereto against the other in any matters whatsoever arising out of or in any way connection with this Agreement, Licensee's use or occupancy of the Facilities, the Event, or any claim of injury or damage. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Worcester County, Massachusetts.

24. Relationship of the Parties. This Agreement is not intended and shall not be construed to create any rental relationship or landlord/tenant relationship, partnership, joint venture, agency, association, fiduciary relationship, or other such relationship between the parties. All Licensee personnel shall at all times remain employees or subcontractors of Licensee and not employees or subcontractors of College. Licensee assumes full responsibility for the actions of all of its personnel related to or arising out of the Event and/or the use of College's owned or controlled property and for the payment of their compensation, workers' compensation, disability benefits and the like to the extent applicable to the personnel involved.

25. Severability. If any provision of this Agreement is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

26. Force Majeure; Campus Closings. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such causes may include, but are not limited to, acts of God (including, but not limited to weather, fire, or flood), labor strikes, terrorists, acts of a public enemy, epidemics, quarantine restrictions, political issues,

freight embargoes, situations determined to be dangerous by College, or any other happening that causes College to cancel its classes and/or close its campus or any portion thereof. In the event of a force majeure event immediately prior or during the Facilities Term, the Event may be canceled at College's election. College generally announces all weather-related campus closings on College's website homepage. Licensee is responsible for communicating all cancellations under this Section to Licensee Parties.

27. Notices. All notices and consents hereunder shall be in writing and personally delivered or sent by overnight delivery service or deposited with the U.S. registered or certified mail, postage prepaid, with return receipt requested to the address of the other party set forth on the cover page. Notices shall be deemed given upon the earliest to occur of (a) receipt by the party to whom such notice is directed; (b) on the first business day following the day that the same is deposited with the overnight delivery service; or (c) the third business day following deposit thereof with the U.S. Postal Service.

28. Entire Agreement; Amendments. The parties understand and agree that this Agreement and amendments (if any) supersede all other verbal and

written agreements and negotiations by the parties relating to the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of both parties and complies with all other regulations and requirements of law. All conditions, covenants, duties and obligations contained in this Agreement can be waived or amended only by written agreement between both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. The terms of this Agreement were fully negotiated by the parties and shall be construed without regard to which party drafted this Agreement. Any and all of the duties, liabilities, and obligations imposed upon or assumed by Licensee by or under this Agreement shall be taken and construed as cumulative and the mention of any specific duty, liability or obligation under this Agreement shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and obligations imposed upon or assumed by Licensee hereunder.

Exhibit A
Schedule of Fees for College Property Use and Other Services

1. Deposit. A non-refundable deposit equal to \$ _____ is due on or before the date that Licensee signs this Agreement and delivers it to College.

2. Facilities Use Fee and Additional Fees.
 - a. Facilities Use Fee. \$ _____

 - b. Additional Fees:
 - i. Food and Beverage Service: \$ _____

 - ii. Bartenders: \$ _____

 - iii. Security: \$ _____

 - iv. Parking: \$ _____

 - v. Information Technology: \$ _____

 - vi. Custodian Services: \$ _____

 - vii. Athletic Trainer: \$40.00 per hour

 - viii. Other Staff: \$ _____

 - c. [Athletic Equipment Needs:
 - i. Scoreboard: \$ _____

 - ii. Press Box Access: \$ _____

 - iii. Locker Rooms: \$ _____

 - iv. Public Address: \$ _____

 - v. Sound System: \$ _____

 - vi. Goals (field hockey): \$ _____

 - vii. Goals (lacrosse): \$ _____

 - viii. Goals (soccer): \$ _____

 - d. Other Facility Needs: : \$ _____

The Facilities Use Fee and Additional Fees are due and shall be paid by Licensee to College on or before [].

All food and beverage prices do not include 15% gratuity for internal groups and 15% gratuity and 7% state meals tax for external groups. In accordance with Massachusetts state laws, taxes will be charged to all groups unless prior to the date of the event, the Conference Services Office receives a certificate of exemption (ST-2) for state sales tax and a certificate of exemption (ST-5) for state meals tax.

Extraordinary utilities, equipment, sound and other services not specifically provided for in this Agreement shall be at Licensee's expense.