

St. Francis College

COLLEGE POLICIES

Title: Minors on Campus Policy
Effective Date: April 11, 2022
Issuing Office: Title IX Office and Special Events
Responsible Individual: Title IX Coordinator
Contact Information: titleix@sfc.edu or (718) 489-5370

STATEMENT OF POLICY

St. Francis College (“SFC” or “College”) is a not-for-profit education corporation that places an emphasis on life-long education and service-oriented leadership. To further these initiatives, SFC sponsors and/or operates certain programs or activities involving Minors, as defined in this policy. Additionally, SFC allows non-SFC organizations (third parties) to use and rent SFC facilities for certain programs and activities involving Minors that are not sponsored by SFC.

SFC is committed to providing a safe environment for all Minors who participate in SFC sponsored programs and non-SFC sponsored programs. This requires an increased level of attention and supervision, as well as an expectation that members of the SFC community and non-SFC organizations will conduct themselves in a responsible and appropriate manner in the presence of Minors.

The Minors on Campus Policy (the “Policy”) establishes guidelines and procedures for members of the SFC community who take part in SFC sponsored programs and for members of non-SFC organizations who take part in non-SFC sponsored programs on campus.

TO WHOM THIS POLICY APPLIES

This Policy applies to all members of the College community who take part in SFC sponsored programs involving Minors, as well as non-SFC organizations that take part in non-SFC sponsored programs involving Minors. As defined below, for purposes of this Policy, a Minor is a person under the age of eighteen (18), (1) participating in: an SFC sponsored program or non-SFC sponsored program, who is not enrolled in or accepted for enrollment in a degree-granting program at SFC; (2) participating in an SFC sponsored program, that is not related to the Office of Admissions or enrollment purposes.

This Policy covers Minors who: (1) are entrusted to the College through programs and activities that the College operates or sponsors; and (2) participate in programs or activities that are sponsored through third parties that are operating on campus (collectively referred to in this policy as “Programs”). **All camps, events, programs, activities, rentals, and services that are intended for Minors and that take place on campus, or under the supervision of SFC, whether on or off campus, are subject to this Policy.**

Failure to comply with this Policy may lead to disciplinary action, up to and including dismissal, and revocation of the opportunity to use SFC property or facilities.

This Policy generally does not extend to the following scenarios:

- Programs or activities (e.g., events that are open to the public or that are admissions related) where Minors are under the general care, custody, or supervision of parents or other guardians;
- Programs or activities that are sponsored by SFC Office of Admissions and/or related to enrollment;
- Minors enrolled or accepted for enrollment in classes (for credit) at the College.

WHO SHOULD READ THE POLICY?

- All SFC employees
- Legal Guardians of Minors
- Consultants and Independent Contractors
- Third-party renters of College facilities

DEFINITIONS

Abuse of Minors. includes infliction of physical or mental injury, sexual abuse or exploitation, or negligent treatment or maltreatment of a person under age 18.

- “*Sexual abuse*” includes the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.
- “*Sexually explicit conduct*” means actual or simulated (a) sexual intercourse, including sexual contact in the manner of genital-genital, oral-genital, anal-genital, or oral-anal contact, whether between persons of the same or of opposite sex; sexual contact means the intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify sexual desire of any person; (b) bestiality; (c) masturbation; (d) lascivious exhibition of the genitals or pubic area of a person or animal; or (e) sadistic or masochistic abuse.
- “*Sexual exploitation*” means child pornography or child prostitution.
- “*Negligent treatment*” means the failure to provide, for reasons other than poverty, adequate food, clothing, shelter, or medical care so as to seriously endanger the physical health of the child.

Abuse of a Minor also includes, consistent with the New York Family Court Act, (i) inflicting or allowing to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ; (ii) creating or allowing to be created a substantial risk of physical injury to such child by other than accidental means which would be likely to cause death or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ; or (iii) otherwise committing or allowing to be committed an offense against such child as defined under the relevant provisions of the New York penal law; allowing, permitting or encouraging such child to engage in any act as described in the relevant provisions of the New York penal law; or committing any of the acts or allowing such child to engage in any acts or conduct as described in the relevant provisions of the New York penal law.

Authorized Adults. Any individual, age 18 or older, paid, or unpaid, who supervises, chaperones, or accompanies any Minor in either a SFC sponsored Program or a non-SFC sponsored Program. This

includes, but is not limited to, staff, faculty, administrators, volunteers, College students, interns, independent contractors, third-party renters of College facilities.

College community. The following categories of individuals at SFC taking part in SFC Programs: (a) faculty, including visiting faculty; (b) researchers, including persons conducting research at or under the auspices of the College; (c) administrators and professionals; (d) other employees (including student employees); (e) fellows, trainees and appointees; (f) interns and volunteers; (g) students; and (h) others who are performing activities or providing services on behalf of the College, including but not limited to consultants, vendors, and contractors.

Mandated Reporter. Persons or officials required to report or cause a report to be made under Section 413 of the New York Social Services Law, when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or when they have reasonable cause to suspect that a child is an abused or maltreated child where the parent, guardian, custodian, or other person legally responsible for such child comes before them in their professional or official capacity and states from personal knowledgeable facts, conditions, or circumstances which, if correct, would render the child an abused or maltreated child.

- Mandated Reporters in New York include but are not limited to social workers, teachers and other school personnel, physicians and other health-care workers, mental health professionals, childcare providers, medical examiners, coroners, law enforcement officers. Please see <https://nysmandatedreporter.org/MandatedReporters.aspx> and <https://www1.nyc.gov/site/acs/child-welfare/mandated-reporters.page> for a comprehensive list of Mandated Reporters.
- Report Abuse:
 - New York State Child Abuse and Maltreatment Hotline: 800.342.3720
 - Mandated Reporter Hotline: 800.635.1522

Neglect of a Minor. In accordance with the New York Family Court Act, (i) a child whose physical, mental or emotional condition has been impaired or is in imminent danger of becoming impaired as a result of the failure of his or her parent or other person legally responsible for his or her care to exercise a minimum degree of care (A) in supplying the child with adequate food, clothing, shelter or education in accordance with the relevant provisions of the New York education law, or medical, dental, optometrical or surgical care, though financially able to do so or offered financial or other reasonable means to do so; or (B) in providing the child with proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or a substantial risk thereof, including the infliction of excessive corporal punishment; or by misusing a drug or drugs; or by misusing alcoholic beverages to the extent that he or she loses self-control of his or her actions; or by any other acts of a similarly serious nature requiring the aid of the court; or (ii) who has been abandoned, in accordance with the definition and other criteria set forth in the relevant provisions of the New York social services law, by his or her parents or other person legally responsible for his or her care.

Neglect of a Minor also includes maltreatment as defined under the relevant section of the New York Social Services Law.

Minor. A person under the age of eighteen (18), participating in an SFC sponsored program or non-SFC sponsored program, who is not enrolled in or accepted for enrollment in a degree-granting program at SFC.

Program Sponsor. The individual or entity that is responsible for, among other things, registering a Program with the Title IX Coordinator. A Program Sponsor may be an individual, division, or department of SFC or an individual or entity that is unrelated to SFC.

GENERAL PROCEDURES FOR EVENTS INVOLVING MINORS

Registration Notice: The Program Sponsor, or their designee, must register the Program **by filling out the Ad Astra event room request** available at https://assets.sfc.edu/content/uploads/AD_Astra_Step-by-Step_2023-Updated.pdf .

In addition to filling out the Ad Astra event room request, the Program Sponsor, or their designee, must register the Program by completing the form at <https://forms.sfc.edu/220244584124853>. This registration notification shall include, at a minimum, the following information:

1. A brief description of the Program including name, purpose, and location or locations which it will be held.
2. Specific dates and times of the Program.
3. Approximate number and age ranges of the expected Minors who will participate in the Program.
4. Name, title, and contact information of Program staff.
5. Whether the Program will include overnight activities or housing.
6. Certification that all adults participating in the Program have successfully completed a background check and required training described under “General Guidelines for All Programs.”
7. Certification that the Program Sponsor has gathered all permission slips and submitted said permission slips to SFC vis-à-vis the jot form or email.

The Title IX Office will be available to answer any questions via email at titleix@sfc.edu in accordance with the guidelines below.

Registration Deadlines: Registration of a Program should occur as early as possible, but no later than thirty (30) days before the commencement of the Program. If the Program involves an overnight stay, registration must occur sixty (60) days before the start of the Program. The Program Sponsor must re-register the Program for each new occurrence with the Title IX Office.

Required Forms: The Program Sponsor must certify that all participants completed a signed permission slip and waiver, from the parent or legal guardian of each Minor expected to participate in the Program, prior to the child’s participation in the Program. Permission Form should be signed electronically and is located at <https://forms.sfc.edu/221006841002033>.

Accommodations: If any Minor participating in a Program needs an accommodation for a disability or special need, it must be requested prior to the commencement of the Program.

SPECIAL PROVISIONS FOR THIRD PARTIES

In addition to the above, third parties utilizing the College’s facilities with Minors, must submit a **Facilities Use License Agreement,** available at https://assets.sfc.edu/content/uploads/SFC_Facilities_Rental_Agreement-Feb-2024.pdf in which SFC agrees to grant limited access to and the right to use SFC Facilities and also receive permission from the Office of Special Events (events@sfc.edu).

Insurance Requirements for Third Parties: It is the policy of SFC that all third-party groups or entities that are accompanied by Minors on SFC campuses, or third-party vendors that may be working with Minors pursuant to an agreement with SFC, ensure they obtain the appropriate insurance prior to the commencement of the Program. The outside organization must name St. Francis College as an additional insured and provide evidence of the following minimum coverage:

1. Commercial General Liability-\$1,000,000
2. Sexual Misconduct Liability-\$2,000,000 aggregate
3. Workers' Compensation and Employer's Liability-statutory
4. Umbrella Liability-\$5,000,000
5. Sexual Abuse And Molestation Insurance Coverage in an amount of no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate

If third party program operators or vendors are involved, they must comply with SFC's Minors on Campus Policy and all applicable laws and regulations.

GENERAL GUIDELINES FOR ALL PROGRAMS

Program Sponsors are responsible for ensuring that the adults working with Minors as part of the Program comply with and show proof of the following:

Background Check: Program Sponsors must ensure that all applicable faculty and staff, students, coaches, counselors, volunteers, or other personnel who could conceivably be alone with Minors¹: (1) participating in: an SFC sponsored program or non-SFC sponsored program, who is not enrolled in or accepted for enrollment in a degree-granting program at SFC; (2) participating in an SFC sponsored program, that is not sponsored by SFC Office of Admissions and/or related to enrollment.”

1. have been subject to a criminal background check or sex offender registry check within less than 12 months of the start of the Program involving Minors.
 - a. Background checks may be provided to SFC in two forms prior to the date of the program:
 - (1) A copy of the background check results provided to SFC using the jot form located here <https://forms.sfc.edu/220244584124853> or (2) email the results to the Title IX Coordinator.
 - i. In either scenario, the Program Sponsor must certify that all Authorized Adults participating in the Program on campus have completed a current criminal and sex offender background check within less than 12 months of the start of the Program involving Minors.
 - b. Program Sponsors may not allow the participation in the Program of any faculty, staff, hourly employee, student, volunteer, or other personnel whose criminal background check and/or sex offender registry check includes a record of sexually based offenses or crimes against children. If criminal background checks include a record of other offenses, the Title IX Coordinator, in discretion with others at the College, will determine if those offenses should preclude participation.
 - c. If there are Programs for which complete background checks are infeasible (for example, certain foreign country events), Program Sponsors must perform checks to the fullest extent feasible and adopt other measures to prevent child abuse and facilitate the reporting of abuse.

Training: Program Sponsors must ensure that: (1) all applicable faculty and staff, students, coaches,

¹ A minor is a person under the age of 18 years old.

counselors, volunteers, or other personnel who could conceivably be alone with Minors²: (1) participating in: an SFC sponsored program or non-SFC sponsored program, who is not enrolled in or accepted for enrollment in a degree-granting program at SFC; (2) participating in an SFC sponsored program, that is not sponsored by SFC Office of Admissions and/or related to enrollment.

1. must successfully complete the United Educators Protection of Minors online training before participating in the program (unless his or her participation is within one year of completing his or her prior training); (2) Each adult that is not an employee of SFC must provide official certification confirming that they have completed similar training.
 - a. If you are an employee who plans on attending or sponsoring an event with Minors, specifically, persons under 18 years of age who are not enrolled at the College or visiting the College for admissions/enrollment related purposes, please contact Human Resources to access the required United Educators training at Ldolkar2@sfc.edu.
2. Permission Slips: Program Sponsors must certify that the parents/guardians of all Minors submit Permission Slips prior to coming to the College's campus. The College must receive permission slips from all Minors and their parents/guardians before an event with Minors. The Program Sponsor is responsible for sharing the Permission Slip Form located at <https://forms.sfc.edu/221006841002033>.
3. Appropriate Supervision of Minors: All Programs involving Minors must be supervised by at least two Authorized Adults or by Minor's Legal Guardian/Parent at all times. In addition to the two Authorized Adult minimum, the ratio of Authorized Adults to Minors must meet the following standards:
 - a. 1-3 years old: One additional Authorized Adult for every four Minors
 - b. 4-5 years old: One additional Authorized Adult for every six Minors.
 - c. 6-8 years old: One additional Authorized Adult for every sixteen Minors.
 - d. 9-14 years old: One additional Authorized Adult for every twenty Minors.
 - e. 15-17 years old: One additional Authorized Adult for every twenty-four Minors.

Overnight Stay Policy: If the Program involves overnight activities and/or housing in SFC Residence Hall facilities, the requisite number of Authorized Adults must reside in the same residence hall and at least one Authorized Adult who is at least twenty-one (21) years old must be readily accessible to Minors in case of emergency. Additional Authorized Adults may be required based on the needs of the Minor or the activities that are planned.

Safe Contact and Privacy Rules for Working with Minors: Members of the SFC Community taking part in SFC Programs and members of a Non-SFC organization taking part in Non-SFC Programs must not:

1. Minors must be always supervised by the appropriate number of Authorized Adults while participating in a Program.
2. Authorized Adults must **not**:
 - a. Engage in one-on-one contact with a Minor in a private space without the presence of at least one other Authorized Adult; and
 - b. Engage in sexual activity with a Minor
 - c. Engage in conversations of sexual, intimate, or romantic nature with a Minor unless in the role of healthcare provider;
 - d. Touch a Minor in a way that can reasonably be interpreted as an inappropriate way;
 - e. Make sexually explicit comments or jokes in the presence of a Minor;

² A minor is a person under the age of 18 years old.

- f. Engage in communication with a Minor (via text, call, e-mail, or social media) outside of the Program setting;
 - g. Meet with Minors outside the Program setting including using a personal vehicle to drop off or pick up Minors participating in the Program;
 - h. Engage in the use, possession, or be under the influence of drugs and alcohol while supervising or in the presence of a Minor;
 - i. Leave Minors without supervision; and
 - j. Otherwise abuse or neglect a Minor.
3. Authorized Adults are required to abide by all SFC regulations and program rules.

ABUSE OF MINORS: REPORTING PROCEDURES

Although some SFC employees, as mandated reporters, are required by New York State law to report suspected child abuse and maltreatment, all members of the SFC community are expected to adhere to these guidelines to ensure that we protect Minors who are on our campus or participating in SFC programs and activities.

- 1. Any member of the SFC community shall report a concern if he or she knows or reasonably suspects that a child has been abused or maltreated. Any Authorized Adult who fails to report such abuse will face disciplinary action.
 - a. If a child is in immediate danger or you require emergency assistance, call 911 immediately.
 - b. Report any known or reasonably suspected abuse of a Minor to Title IX Coordinator (718-489-5370) as soon as possible and no more than twenty-four (24) hours upon learning of the incident.
 - c. Call the New York State Child Abuse and Maltreatment Hotline: 800-342-3720
- 2. Mandated reporters are required to report cases of suspected child abuse and maltreatment under New York State Law and include physicians, registered nurses, social workers, and mental health professionals, among others. Mandated reporters should utilize the New York State Child Abuse and Maltreatment Hotline at: 1-800-342-3720 or Mandated Reporter Hotline: 800-635-1522. Additional information is available as follows: <http://www.ocfs.state.ny.us/main/publications/pub1159text.asp>. In addition to those persons required to report suspected child abuse or maltreatment, any person may make such a report if such person has reasonable cause to suspect that a child is an abused or maltreated child.

RETALIATION

SFC prohibits retaliation against any person who in good faith reports suspected instances of abuse of a Minor. Complaints of retaliation should be reported to the Title IX Coordinator.

ENFORCEMENT

In addition to external law enforcement or child services agency actions, complaints or reports under this policy will be addressed by SFC in accordance with existing policies and contracts applicable to the individual and/or Program at issue. The Title IX Office will enforce this Policy in conjunction with any

other appropriate College offices. Violations of this policy may result in non-approval of a Program or immediate termination of any Program. Disciplinary action may also be taken against members of the College consistent with all College policies (up to and including termination of employment). All individuals in violation of this policy and all other policies of SFC will be removed and banned from participation in any program affiliated with SFC or on SFC facilities. If you have any questions about this policy, please contact the Title IX Coordinator at titleix@sfc.edu.

Exhibit A

**ST. FRANCIS COLLEGE
PERMISSION SLIP**

WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT

I, _____, the parent or legal guardian of _____ hereby give my permission for my child to participate in _____ [Name of Program] on the St. Francis College campus on _____ [date]. I understand that there may be dangers and risks associated with my child's participation in this event, including, by way of example, physical injury due to activity-related accidents, and physical injury due to transportation-related accidents, illness or even death. Furthermore, in addition, I acknowledge that there may be other risks inherent in these activities of which I may not be presently aware. I wish for my child to participate despite such risks.

LIABILITY WAIVER: In consideration for granting this request to participate in the _____ and being fully aware of the risks involved, I (**PRINT PARENT/GUARDIAN NAME**) _____ hereby waive any and all legal rights I or my child (**PRINT NAME**) _____ have or may have in the future to bring any claim or lawsuit against St. Francis College, its agents, trustees, officers, officials, students or employees and authorized volunteers arising out of or in connection my child's participation in the _____.

HOLD HARMLESS AGREEMENT: I _____ (**PRINT PARENT NAME**) agree to indemnify and hold harmless St. Francis College, its agents, trustees, officers, students, employees and authorized volunteers, from and against any legal actions, claims, damages, losses or expenses arising out of, in whole or in part, any activity associated with my child's participation in the _____, including but not limited to claims for personal or bodily injury, disease or death, or injury to or destruction of property.

Further, **I agree** to indemnify St. Francis College and any of its agents, public officers, officials, students, or employees and authorized visitors for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them out of, in whole or in part, my child's participation in _____.

I have read and understand the above liability waiver and hold harmless agreement.

The undersigned acknowledges and assumes full responsibility for:

- a. Its own personal equipment during use and while stored on St. Francis College's Campus and
- b. Use of campus property

MEDIA RELEASE

I hereby give St. Francis College and their legal representatives and assigns, the right and permission to photograph, digitally record, videotape, or audio tape, my above-named child while s/he is attending participating in any program occurring on or off the St. Francis College campus. I further agree that any or all the material recorded may be used, in any form, in publications, including electronic publications, or in audio-visual presentations, promotional literature, advertising, or in other similar ways, and that such use shall be without payment of fees, royalties, special credit, or other compensation. I understand that all such recordings, in whatever medium, shall remain the property of St. Francis College.

MEDICAL AUTHORIZATION CONSENT FOR MEDICAL TREATMENT OF A MINOR

I recognize that there may be occasions where the minor child named above, may need first aid or emergency medical or dental treatment as a result of an accident, illness, or other health condition or injury. Therefore, I authorize any St. Francis College staff member, in whose care the minor child has been entrusted, to consent to any X-ray, examination, anesthetic, medical, surgical, or dental diagnosis or treatment, and hospital care, to be rendered to the minor by the medical staff of a licensed hospital. In so doing, I agree to pay all fees and costs arising from this action to obtain medical treatment.

As parent or legal guardian of my minor child _____ **[PRINT CHILD'S NAME]**, I am responsible for the health care decisions of my minor child and am authorized to consent to the services to be rendered. I represent that my consent to and agreement to pay for dental, medical, and/or hospital care or treatment to be rendered to my minor child is legally sufficient and that no consent from any other person is required.

By signing below, I authorize any St. Francis College employee, in whose care the minor child has been entrusted to authorize any hospital or physician or other health care provider to bill the following insurance company or companies for the payment of any services rendered to the minor child. I agree to assume responsibility for the charges for such care as rendered to the above-named minor child.

I authorize any hospital, physician, or other health care provider to release information from the minor child's medical record to the insurance company named below, in connection with the completion of any insurance claim form.

I have read, understood, and agreed to the information above. All releases, authorizations and permission granted above shall remain in effect unless revoked in writing by the undersigned to St. Francis College, 181 Remsen Street, Brooklyn Heights, New York 11201.

Name of Parent or Guardian (PRINT): _____

SIGNATURE: _____

ADDRESS: _____

CONTACT NUMBER: _____

DATE: _____

REQUIRED EMERGENCY MEDICAL INFORMATION

Health Insurance () Yes () No

Company: _____

Policy Number:

Primary Insured:

Family Physician:

Office Phone Number:

EXHIBIT B



Facility License Agreement 2023-2024

This Facility License Agreement (the “Agreement”) is made and entered into as of the __day of _____20__, by and between St. Francis College, a not-for-profit education corporation organized and existing under the laws of the State of New York, having its principal place of business located at 179 Livingston Street, Brooklyn, NY 11201 ("SFC" or the “College”) and _____, a _____ having an address at _____ (“Licensee”).

1. The Event

1.1. Facility. This Agreement is for the use of _____ located at 179 Livingston Street, Brooklyn, NY 11201 (the “Facility”) on _____ between the hours of _____ and _____ (the “Event”).

1.1.1. The College’s normal business hours are Monday – Friday 8:00 AM to 10:00 PM and Saturday 8:00 AM to 05:00 PM. The Facility is generally closed on Sunday.

1.2. The Facility must be reserved prior to the Event Date. Licensee acknowledges that all events, rentals, or group gatherings must be booked through the Office of Special Events, events@sfc.edu. All reservations are made utilizing Ad Astra, the College’s online booking tool available at <https://www.aaiscloud.com/StFrancisC/default.aspx?home>. Licensee’s written request for use of the Facility must sufficiently describe the intended use so that the College can determine any required staffing, support and cleaning requirements, etc. for the intended use. Please see step-by-step instructions on how to use Ad Astra on: https://assets.sfc.edu/content/uploads/AD_Astra_Step-by-Step_2023-Updated.pdf.

1.2.1. If you have any questions about the booking procedure, please contact Robert Oliva, roliva@sfc.edu, Ruben Gonzalez, rgonzalez132@sfc.edu and/or Ali Scott, ascott@sfc.edu.

1.3. The signed Facility License Agreement, Credit Card Authorization Form, and required Insurance Certificates must be completed and returned via email to the Office of Special Events at events@sfc.edu, CC to Ruben Gonzalez, rgonzalez132@sfc.edu at least **14 days before the Event Date**. If these documents are not submitted to SFC by this date, the reservation will automatically be cancelled without correspondence from the Office of Special Events.

1.3.1. If the Event involves any person under the age of 18 who will not be accompanied by a parent or guardian (“Minors”), please contact the College’s Title IX Coordinator, at titleix@sfc.edu to fill out additional paperwork, if any, as necessary.

1.4. Activities. To enter and use the Facility described above for the purpose of _____ This permission includes access to and from the Facility, the right to use the electricity, gas, water and other utilities on the Facility and the right to bring and utilize thereon personnel, personal property, material and

equipment. Licensee shall leave the Facility in substantially as good condition as when received by Licensee, excepting reasonable wear and tear resulting from use of the Facility for the purposes herein permitted.

- 1.5. Nothing in this Agreement shall be construed as authorizing Licensee to photograph, make video recordings or film the Facility or any part of the Facility, any furnishings, works of art, or other objects located in or around the Facility or the campus, as well as the College's trade name, trademarks, service marks or other copyrighted materials, or to use, broadcast or exploit such photographs, video recordings or film recordings of such without prior written permission from SFC.
- 1.6. Licensee acknowledges that the College is not sponsoring or endorsing the Event or its contents.
- 1.7. The College reserves the right to determine the minimum College provided services and facilities needs and requirements for the Event. Licensee will reimburse the College for all expenses incurred in connection with the use, including but not limited to additional HVAC charges and the cost of required staffing, cleaning and any other expenses incurred by the College in connection with Licensee's use of the Facility.

2 Facility Usage

- 2.1 Licensee is permitted to use only those rooms or facilities assigned to them by the Special Events office, subject to the terms and conditions as agreed upon herein. SFC reserves the right to cancel or shift activities to other facilities, if available.
- 2.2 Licensee is required to adhere to all College policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order.
- 2.3 The College makes the Facility available for Licensee's use in its current "as is" condition, without any representation or warranty regarding the condition of the Facility or its suitability for the Event and without assumption of risk by the College for injuries, cost or expense arising out of the condition, operation, maintenance or design of the Facility or the conduct of the Event. The Licensee shall take good care of the Facility and the fixtures, appurtenances and equipment located therein to preserve the Facility and its fixtures, appurtenances and equipment in good order and condition.
- 2.4 The Licensee agrees that it shall indemnify, defend and hold harmless St. Francis College, 422 Fulton Owner LLC, 422 Fulton Condominium, Tishman Speyer Properties, L.L.C., Tishman Speyer Properties LP, and Macy's Retail Holdings, Inc. and all of their employees, officers, trustees, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, and expenses (including without limitation, reasonable attorney fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Licensee's use of the Facility, including any acts or omissions of Licensee, its agents, contractors, employees, invitees, servants or subcontractor. Licensee shall provide St. Francis College immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware, Attn: Robert Oliva, roliva@sfc.edu, Ruben Gonzalez, rgonzalez132@sfc.edu and/or Ali Scott, ascott@sfc.edu.
- 2.5 The indemnity and releases provided for in this Agreement shall survive the expiration or termination of this Agreement.

- 2.6 The Licensee agrees to remove all garbage and debris from the Facility and to return the Facility to its prior condition following the Event. The Licensee shall be responsible for any unreasonable wear or tear caused to the Facility and for any damage to fixtures, appurtenances and equipment, occurring during the period(s) of Licensee's use thereof, including any costs reasonably incurred to clean or repair same. The Licensee will assume responsibility to return all furniture and equipment to its original setting in the Facility (additional fees may apply if furniture is removed and/or adjusted).
- 2.7 The Hallway of the Auditorium also functions as an Art Gallery. Licensee acknowledges and agrees that all guests at the Event are required to respect and be cautious of the art being displayed. The Licensee will be held responsible for any damages to the art as a result of the Licensee's use of the space.
- 2.8 Licensees may not post any flyers or signs within the College. Absolutely no adhesives, including tape, may be used on any walls, floors or doors within the College.
- 2.9 The College cannot store material or equipment for Licensee using space at the College. The College shall not be responsible for any equipment or material left in any space at the College, either before, during, or after the Event.
- 2.10 The Licensee will not charge an admissions fee, sell tickets or solicit donations at the Facility without the express written permission of St. Francis College.
- 2.11 Any printed invitations, public announcements or flyers containing the name "St. Francis College" or the St. Francis College logo must receive approval from the St. Francis College Media Relations office prior to being sent out. The Media Relations office can be reached at (718) 489- 2016 or masteinza@sfc.edu.
- 2.12 St. Francis College is a smoke free facility, including the sidewalks in front of the building. Those who disregard this policy will be asked to leave the premises.
- 2.13 If food service is required, it is recommended that the Licensee uses the College's caterer, CulinArt at 516-578-1894 or CFoti@culinartinc.com.
- 2.14 St. Francis College provides free Wi-Fi for all guests. Please connect to **SFC Guest**.
- 2.15 St. Francis College shall supply all ordinary and reasonably necessary water, electricity, light, heat and other utilities for the Facility. Unless specifically indicated otherwise herein, no other services or equipment shall be provided by the College to Licensee hereunder. The College shall not be liable in any way for any failure or termination of or interruption in any utility services to or other facilities for the benefit of the Facility, and Licensee hereby releases the College from any and all liabilities or damages of any kind which may result by reason of any such failure, termination, or interruption.
- 2.16 If the Licensee programs or event involve Minors on St. Francis College's facilities, please contact events@sfc.edu or titleix@sfc.edu.

3 Payment

- 3.1 Licensee may pay the Facility Rental Fee via check or credit card. Licensee will provide payment

information by completing the form in Exhibit A.

- 3.1.1 Check. If the check is not received by the date of the Event, the credit card on file will automatically be charged.
- 3.1.2 Credit Card. Please note: There is a 5% fee for all credit card transactions.

3.2 St. Francis College reserves the right to charge the Licensee for additional staffing needs (i.e. security, cleaners, technology assistance and etc.). If the College determines that additional staffing or services will be required for the Event, the Licensee will be contacted regarding the specific amount of additional charges **at least 48 hours** prior to the Event.

3.3 If Licensee uses the College's in-house caterer, CulinArt, catering payments **should not** be combined with Facility rental payment.

4 Insurance Policy

4.1 The Licensee using the Facility will comply with all applicable laws. The Licensee will be responsible for all persons in the group or organization and liable for all persons in attendance at the Event. To this end, all Licensees using space at St. Francis College must present the College with a certificates of liability insurance in the amounts set forth below, **at least 14 days before the Event Date**.

4.2 The Licensee's insurance certificate must list St. Francis College, 422 Fulton Owner, LLC, 422 Fulton Condominium, Tishman Speyer Properties, L.L.C., Tishman Speyer Properties LP, and Macy's Retail Holdings, Inc. as certificate holders and additional insureds. This certificate must be received by the College **at least 14 days before the Event Date**.

4.3 Licensee must ensure they obtain the appropriate insurance prior to the commencement of the program and maintain such insurance through the Event Date. The outside organization must provide evidence of the following:

- Commercial General Liability - 1,000,000 each occurrence, 2,000,000 aggregate
- Sexual Misconduct Liability -1,000,000
- Workers' Compensation and Employer's Liability – statutory, at least \$1,000,000
- Umbrella Liability - 5,000,000
- Professional Errors and Omissions Liability Insurance, with limits not less than \$1,000,000
- All Risk Property Insurance, providing replacement cost coverage for any property damage or loss of any kind to the Licensee's property brought on to the College's campus.
- The Licensee agrees to waive on behalf of itself and its insurance company subrogation against St. Francis College for any loss or damage which is covered or should be covered by this insurance.

5 Cancellation/Termination Policy

5.1 The signed Facility Agreement, Credit Card Authorization Form (**Exhibit A**) and Insurance Certificates must be completed and returned **at least 14 days before the Event Date**. If the forms are not submitted to the College, the reservation will automatically be cancelled without correspondence from the Office of Special Events.

5.2 If Licensee cancels the Event more than **14 days** prior to the Event, Licensee is not responsible for payment. If Licensee cancels the Event within **14 days** of the scheduled Event Date, the full invoice amount must be paid.

- 5.3 Force Majeure: Notwithstanding the foregoing, in the event of cancellation by either party for reasons beyond their control, including, but not limited to fire, flood, strikes, riots, pandemic, epidemic, civil disturbance, government regulations or orders, or other conditions which make it impossible, illegal or inadvisable to hold the event, (i) by SFC, all monies paid in advance by the Licensee shall be returned without penalty, or (b) by the Licensee, all monies paid in advance, less verifiable, non-recoverable expenses, shall be returned without penalty to the Licensee.
- 5.4 SFC reserves the right, in special circumstances, to preempt Licensee's use of the Facility with a minimum **notice of 24 hours**, except in the case of emergency where as much advance notice as is practicable will be provided given the circumstances. In such instances, Licensee will be entitled to a refund or credit for the time it is not permitted to use the Facility.
- 5.5 St. Francis College reserves the right to deny use of St. Francis College facilities to any individual or group that fails to abide by the Agreement.

6 Miscellaneous

- 6.1 Governing Law and Venue. This Agreement shall be governed by, interpreted, construed, and enforced under the laws of the State of New York, without regard to the principles of conflicts of laws. Any claims under this Agreement must be brought in a court of competent jurisdiction located within the County of Kings, State of New York or, at the College's sole discretion, may be referred to the American Arbitration Association for arbitration proceedings.
- 6.2 Resolution of Disputes. In the event of any dispute or disagreement between the parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to performance hereunder, each of the parties will appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute or to negotiate for a modification to such provision. No formal proceeding for the judicial resolution of such dispute may be commenced until the designated officers or agents have reasonably discussed the provision or performance in question and have concluded in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- 6.3 Promotion/Use of Name, Logo and Other Service Marks. The parties agree that neither party shall use the name, logo, trademarks or any other service marks of the other for any reason or make any announcement or promotion, including on social media, related to this Agreement without the prior written consent of the other party.
- 6.4 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument. This Agreement may be transmitted in electronic format and shall not be denied legal effect because it was formed or transmitted, in whole or in part, by electronic means. An electronic, digital or electronically transmitted signature (collectively, "Electronic Signature") will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such Electronic Signature.
- 6.5 Assignability. This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement and all of the obligations and rights herein established shall extend to and be binding upon and shall inure to the benefit of the respective permitted successors and assigns of

the parties hereto.

- 6.6 No Third-Party Beneficiaries. Except as contemplated herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any Person not a party hereto any rights or remedies under or by reason of this Agreement.
- 6.7 Severability/Waiver. The provisions of this Agreement shall be deemed severable, and if any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, then said provision shall be deemed stricken and remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto. No waiver by any party or any default by the other party in the performance of any provision, condition, or requirement herein shall be deemed to be a waiver of, or in any manner release the other party from, performance of any other provision, condition or requirement herein, nor shall such waiver be deemed a waiver of, or in any manner a release of, the other party from future performance of the same provision, condition, or requirement. Any delay or omission of any party to exercise any right pursuant to this Agreement shall not impair the exercise of any such right, or any like right, accruing to it thereafter.
- 6.8 Entire Agreement. This Agreement, including the exhibits hereto, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, contemporaneous written or oral agreements or representations, and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions, or modifications shall not be binding on either party unless accepted and approved in writing by both parties.

[INTENTIONALLY LEFT BLANK]

WHEREAS, Licensee represents and warrants that the person signing this Agreement has full power and authority to execute this Agreement on behalf of Licensee. Licensee acknowledges that Licensee has read the rules listed above and agrees to abide by them. Licensee understands that St. Francis College reserves the right to deny use of St. Francis College facilities to any individual or group that fails to follow the rules listed above.

For Licensee:

Today's Date: _____
Name (Please print): _____
Signature: _____

Organization Name: _____
Name of requested facility/facilities _____
Dates of Usage/Start Time/End Time: _____
Facility Rental Fee: _____

Phone Number: _____
E-mail: _____

For St. Francis College:

Today's Date: _____
Name (Please print): _____
Signature: _____

CC: Ruben Gonzalez, Director of Event Management
Office: (718) 489-5215
E-mail: rgonzalez132@sfc.edu

EXHIBIT A

St. Francis College Credit Card Authorization Form

Bold face captions required for successful processing Please scan and email back to: events@sfc.edu, CC to Ruben Gonzalez, rgonzalez132@sfc.edu.

Method of Payment:

- Check (Please still fill out Credit Card information below to hold reservation)
- Credit Card (Please fill out Credit Card information below)

Please note: There is a 5% fee for all credit card transactions

Name on Card: _____

Organization Name on Card: _____

Credit Card Billing Address: _____

City, State, Zip _____

Phone Number: _____

E-mail for Credit Card Receipt: _____

Card Type: () Visa () MasterCard () Discover Card () AMEX

Card Number: _____

Exp. Date: _____

Security Code CVV2 (3 digits on rear V/MC/DC or 4 on front for AMEX) Amount to be Charged: \$ _____

Invoice No. (If provided): _____

For automatic credit card payments only:

- () I authorize the above dollar amount to be charged. For anticipated check payments only:
- () I authorize the above dollar amount to be charged if check is not received by the date of the Event.

Authorized Cardholders Signature _____