



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.

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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 _____