



## Facilities Use Agreement

This Facilities Use Agreement (this “Agreement”) between VILLANOVA UNIVERSITY, located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 (“Villanova”), and Licensee (defined below) is made on the Effective Date (defined below). Intending to be legally bound, the parties hereby agree:

Villanova agrees to grant Licensee limited access to and the right to use the Facilities (defined below). This access and use shall be permitted for the sole purpose of holding the Event described below (the “Event”) and having Licensee’s employees, contractors, volunteers and Event participants (“Participants”) participate in the Event under the terms, conditions and limitations set forth in this Agreement.

<b>Effective Date:</b> _____, 20____	<b>Company:</b> _____ <small style="text-align: right;">Full Legal Name</small>
<b>Facilities:</b> _____ <small>List all that will be used for the Event</small>	<b>Company Address:</b> _____ _____ _____ _____
<b>Event Name &amp; Description:</b> _____ _____ _____	<b>Fees:</b> \$ _____ for deposit & facilities use; \$ _____ for the following additional equipment or services _____
<b>Time &amp; Date of Event:</b> _____ _____ <b>Estimated Number of Participants:</b> _____ <b>Special Event Requirements:</b> _____ _____ _____	<b>Equipment &amp; Services:</b> _____ <small>List all equipment &amp; services required</small>

1. **Representatives at Events:** A duly authorized representative of Licensee shall be in attendance at all times throughout the Event. Licensee must provide Villanova with the name and contact information for such representative, who must be readily accessible to Villanova’s staff to address any concerns which may arise.
2. **Food and Beverages:** No food and beverages are permitted to be served at the Facilities without the prior written approval of Villanova. If Licensee brings any food or beverages in violation of this provision, an automatic \$50 charge for clean-up will be assessed, and Licensee may not be granted space by Villanova in the future. If desired by Licensee, catering can be arranged through the Villanova Dining/Catering Department on such terms and conditions as that department may specify.
3. **Minor Participants:** In the event any of Licensee’s participants at the Event are Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18), all of the requirements set forth on Appendix A, attached hereto, shall apply and be satisfied by the Licensee for the duration of the Event.
4. **Use of Athletic Facilities and/ or Event Involving Athletic Activities:**
  - (a) If the Facilities use includes the use of Villanova’s Athletic facilities and/ or the Event involves Athletic Activities, Licensee shall ensure that each Participant in the Event shall sign a waiver in favor of Villanova, in the form attached as Appendix B, prior to the commencement of the Event. In the case of Minor Participants, such waiver shall be signed by a

parent or guardian. Licensee shall ensure that no Participant shall be permitted to participate in the Event unless such waiver has been signed and delivered to Villanova prior to the Event.

(b) In addition, if the Facilities use includes the use of Villanova's pool, Licensee shall supply certified lifeguards for the duration of the Event, and such certifications must be on file with the Villanova Aquatics Office prior to the start of the Event. Any individual serving as a member of the Licensee's coaching staff during the Event shall be registered with USA Swimming and shall possess all current USA Swimming background checks, coaches' safety training and CPR/FIRST AID.

5. **No Use of Name:** Neither party shall use directly or by implication the name or trademarks of the other or the name of any staff member, faculty member, student or employee of the other in connection with the Event without the prior written permission of the other party. It is understood and agreed that Licensee will name the Facilities in publicity for the Event. In addition, if Licensee takes or causes to be taken any photos or videos while on Villanova's property, these photos or videos may not be used or sold for commercial purposes.

6. **Compliance with Laws, Rules and Villanova Regulations:**

(a) Licensee agrees that Licensee and all of the Participants at the Event shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of Villanova representatives for use of the Facilities. Licensee agrees that Participants will engage in the Event in a cautious and prudent manner and will not engage in any activity which, in the judgment of Villanova, is contrary to decency, or detrimental to the reputation or institutional mission of Villanova.

(b) Licensee shall be responsible for any taxes arising out of the use of the Facilities and shall indemnify Villanova in connection with any such tax liabilities.

7. **Responsibility for Damage:**

(a) Neither Villanova nor its agents or employees shall be responsible or liable for any loss or damage to the property of Licensee or any Participant or for personal injuries sustained by Licensee or any Participant resulting from Licensee's occupancy of the Facilities or any part thereof. All lost and found articles of Participants shall be turned over to Licensee, its agents or employees or to the lost and found department of Villanova.

(b) Licensee shall exercise good care, as defined by industry standard, in its use of the Facilities and will be liable to Villanova for any damage or loss to the Facilities or to any other real or personal property of Villanova caused by the act or omission of Licensee or any Participant; payment for all such property damage shall be made within 10 days of Licensee's receipt of notice from Villanova that such payment is due and owing.

8. **Indemnification:** Licensee agrees to indemnify, defend and hold Villanova and its trustees, employees, faculty, students and representatives harmless from any loss, liability, claims, injuries, costs, damages or expenses, including without limitation reasonable attorney's fees (collectively "Damages"), in connection with any claims, including, without limitation, for injury, death, loss or damage to any persons or property, arising from or connected with the Event or the use of the Facilities by Licensee, its employees, agents, contractors, or Participants which occur in, on, or about the Facilities or any other portion of Villanova's facilities on campus, regardless of whether such Damages were caused or allegedly caused by or resulted from the negligence (whether characterized as negligence or gross negligence) of Villanova, its employees or agents. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

9. **Costs & Expenses:** Licensee shall be responsible for payment of any and all costs and expenses (including reasonable attorney's fees) incurred by Villanova in enforcing any of Licensee's obligations under this Agreement, including but not limited to Licensee's payment and indemnification obligations.

10. **Force Majeure:** Villanova shall not be held liable for any delays or failures to provide the Facilities for the Event, or any other delays or, if such delay or failure is due, directly or indirectly, to any cause beyond Villanova's reasonable control, including, but not limited to, destruction of or damage to such space, acts of God, war, riot, terrorism, civil disturbance, fire, floods, environmental calamity or risk, inclement weather, restriction upon travel, food, beverages or supplies, strikes, lock-outs, labor disputes, pandemics, epidemics or other outbreaks of diseases or other infections, failures in public supply of

electricity, heating, lighting, air conditioning or public telecommunications equipment, or other such events, disturbances or conditions.

**11. Insurance & Related Obligations of Licensee:**

(a) The following insurance requirements shall apply to Licensee, its contractors, consultants and agents:

Licensee, as well as any contractors, consultants or agents Licensee hires in conjunction with the Event who will have access to Villanova Facilities must provide a Certificate of Insurance to Villanova at least one week prior to the Event. Please note the Certificate(s) must include Villanova University as an “additional insured” under the Commercial General Liability and Automobile Liability policies which must provide the minimum limits set forth below and written by a company acceptable to Villanova. The Certificate(s) should also indicate whether the General Liability policy is written on a “claims made” or “occurrence” basis. If the insurance is cancelled or materially changed for any reason, Licensee must notify Villanova immediately, and Villanova reserves the right to terminate this Agreement in that event. Insurance requirements are:

Workers’ Compensation: Statutory amount

Commercial General Liability: \$1 million each occurrence; \$2 million aggregate (including physical/sexual abuse/molestation and harassment coverage if any of Licensee’s Participants are Minors (under age 18), other than Minors accompanied by a family member age 18 or over)

Automobile Liability (if applicable): \$1 million each occurrence

Property coverage for owned or leased equipment

The Commercial General Liability policy must cover Licensee’s liability for claims that arise from activities sponsored by Licensee but conducted on premises not owned by Licensee. In addition, the Commercial General Liability policy must provide coverage for claims of physical/sexual abuse/molestation and harassment, with no exclusion or sub limits on such coverage, if any of Licensee’s Participants are Minors (under age 18) (other than Minors accompanied by a family member age 18 or over).

(b) Licensee agrees that the insurance shall be primary coverage, and the insurers waive subrogation rights against Villanova for any injuries or damages.

**12. Crime Reporting & Child Abuse Reporting:**

(a) **Crime Reporting.** Licensee shall require its employees, agents, contractors and volunteers to immediately report any crimes that occur during the Event or on Licensor’s campus to Villanova’s Director of Public Safety; Contact Information: Phone - (610) 519-6982; email - david.tedjeske@villanova.edu.

(b) **Child Abuse Reporting.** Licensee shall require its employees, agents, contractors and volunteers responsible for the care, supervision, guidance or control of a child and who have routine interaction with a child (all as defined in the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq. and any related regulations or guidance) to immediately report any suspected child abuse of any child under 18 in connection with the Event or Licensor’s campus to the Pennsylvania Department of Human Services (“DHS”) toll-free ChildLine at (800) 932-0313. Within 48 hours of the oral report, the reporting person must follow up with a written report to DHS or the county agency assigned to the case. Immediately after the first notification to DHS, the reporting person must report the suspected child abuse to Villanova’s Director of Public Safety. Contact Information: Phone - (610) 519-6982; email - david.tedjeske@villanova.edu, or, in his absence, the EVP for Finance; Contact information: (610) 519-4532; email - ken.valosky@villanova.edu; and provide a copy of the written report sent to DHS. For additional information regarding what is meant by “child abuse” and the obligation to report child abuse, see Licensor’s Child Abuse Reporting Policy available on the University website at <http://www1.villanova.edu/content/dam/villanova/president/uco/ChildAbuseReportingPolicy.pdf>. Licensee shall comply with Licensor’s Child Abuse Reporting Policy and all applicable federal, state and local laws relating to the reporting of crimes and suspected child abuse, including, without limitation, the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. §

6301 et seq., as it may be amended from time to time. To the extent that Licensee and its employees, agents, contractors and volunteers have any other obligations in connection with suspected child abuse under applicable laws, rules, orders, policies and procedures, Licensee and its employees, agents, contractors and volunteers shall comply with such obligations and nothing in this paragraph or Agreement shall be deemed to interfere with or discharge such obligation. Licensee shall be responsible for instructing all employees, agents and contractors of their reporting responsibilities under this paragraph.

**13. Selling Merchandise at Villanova:** Licensee will not infringe on the copyrights, trademarks, patents, trade secrets, or other intellectual property of others. Licensee will only sell or offer for sale properly licensed items that it owns or is permitted to sell on behalf of the item's owner.

**14. Entire Agreement:** This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. The terms of this Agreement are severable and if any term or provision is found by a court of competent jurisdiction to be illegal and unenforceable, the remaining provisions shall be in force.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed Agreement the day and year above written.

**VILLANOVA UNIVERSITY:**

**LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**ADDITIONAL TERMS FOR EVENTS ATTENDED BY MINORS**

The following terms and conditions shall apply during the duration of any Event at which any of Licensee’s attendees are Minors (defined as persons under the age of 18).

A. Minimum Age. No child under the age of six may participate in any Event unless the child is accompanied at all times by his or her parent or guardian.

B. Background Checks. Licensee shall ensure that all of its employees, contractors, and volunteers having direct contact with Minors (i.e., care, supervision, guidance or control of a child and or routine interaction with a child, as defined in the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq. and any related regulations or guidance) at the Event (“Adults”) have successfully completed the following background checks prior to the start of the Event. Licensee shall not permit any Adult without such background checks (or with results of such background checks that would prohibit direct contact with minors under applicable Pennsylvania law) to have direct contact with Minors at the Event:

- Pennsylvania State Police Access to Criminal History (PATCH)
- Pennsylvania Department of Public Welfare Child Abuse History Clearance
- Federal Criminal History Record Information (FBI fingerprint check)

C. Reference Checks. Licensee shall conduct reference checks for all of its Adults working at the Event.

D. Youth Protection Training. Licensee shall provide youth protection training for all of its employees, contractors and volunteers that covers, at a minimum: basic warning signs of abuse or neglect of Minors; guidelines for protecting Minors from emotional and physical abuse and neglect; and procedures for reporting incidents of suspected abuse, neglect or improper conduct.

E. Staffing Ratios. Licensee shall meet the following minimum ratios of Adults to Minors at all times during the Event:

<u>Ages</u>	<u>Adult-to-Minor Ratio for Overnight Programs</u>	<u>Adult-to-Minor Ratio for Day Programs</u>
6 to 8	1:6	1:8
9 to 14	1:8	1:10
15 to 17	1:10	1:12

For purposes of these staffing ratios, the Adults must be at least 18 years of age and have completed required youth protection training before interacting with Minors. If a Minor's parent or guardian supervises the Minor at all times during the Event, the required minimum staffing ratios do not apply to that Minor. The parent or guardian shall not supervise other children without qualifying as an Adult volunteer for the Event, requiring the above background and reference checks, youth protection training and staffing ratios.

F. Behavioral Expectations.

1. Throughout the Event, Licensee shall ensure that any Adults participating in an Event *shall not*:

a. Be alone with a Minor. If one-on-one interaction is necessary, the interaction must take place in an area visible to others to ensure there is no opportunity for privacy.

b. Enter a facility in use by a Minor such as a bathroom, locker room, residence hall room (if applicable), or similar area without another Adult present, consistent with the requirement of avoiding one-on-one contact with Minors.

2. Minors shall be restricted to designated general-use facilities such as athletic fields, public spaces, academic buildings. Places off-limits to Minors include: storage rooms, equipment rooms, athletic training rooms, staff/faculty offices, closets, attics, unfinished basement space, and other areas not needed for Event activities.

3. Minors shall be prohibited from utilizing equipment that poses special hazards such as:

- -Power tools

- -Scaffolds, ladders, and similar equipment involving heights
- -Cooking equipment involving heat such as rotisseries, deep fryers, and grills
- -Food slicers
- -Kilns
- -Lawn mowers
- -Golf carts, gators, or other motorized vehicles
- -Hoisting apparatus
- -Compactors

4. Licensee shall assign a supervisory Adult to be on-site and available to Minors at all times.

G. Rules and Disciplinary Measures for Programs in Villanova Facilities. Villanova shall develop and make available to all Adults and Minors participating or working at the Event the rules and disciplinary measures applicable to the Event. Event participants and staff must abide by all University regulations and may be removed from the Event for non-compliance. Event rules must include the following:

1. The possession or use of alcohol and other drugs, tobacco products, fireworks, guns, and other weapons is prohibited. Villanova prohibits smoking in all University buildings.
2. Licensee's Staff and Participants must park vehicles in accordance with Villanova parking regulations.
3. No theft or violence, including sexual abuse, harassment, hazing or bullying (cyber or otherwise) will be tolerated.
4. Misuse or damage of Villanova property is prohibited. Charges will be assessed against those responsible for damaging or misusing Villanova property.
5. The inappropriate use of cameras, imaging, digital devices and electronic communications is prohibited, including use of such devices in showers, restrooms, or other areas where privacy is expected.
6. In no event will any Villanova representative be responsible for the administration of medication to Minors.

H. Allegation of Inappropriate Conduct. If an allegation of inappropriate conduct has been made against one of Licensee's employees, volunteers, contractors, consultants, or agents working for Licensee in connection with an Event, or against any Participant at the Event, then Licensee shall immediately discontinue that individual's participation in the Event until such allegation has been resolved to Villanova's satisfaction.

I. Right to Audit. Villanova shall have the right to, or to direct Villanova's agent, contractor, auditor or designee to, inspect, audit and request copies of any and all records related to Licensee's performance of and compliance with these terms at any time, and Licensee's shall promptly cooperate therewith.

APPENDIX B  
RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Attendee Name: _____	Parent/Guardian Name: _____
Effective Date: _____, 20____	Program Dates: _____
Company: _____ <i>Full Legal Name</i>	Program Description ( <i>Describe event</i> ): _____

In consideration for the Attendee being permitted to enroll, attend and participate in the program described above (“Activity”), I hereby waive and release forever any and all rights and claims I may have against Villanova University, its trustees, officers, agents, employees, and, from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which Attendee may have or which may hereafter accrue to Attendee, arising out of or related to any loss, damage, or personal injury, that may be sustained by Attendee or by any property belonging to Attendee, whether caused or allegedly caused by or resulting from the negligence (whether characterized as negligence or gross negligence) on the part of Villanova University, its trustees, officers, employees, agents, or otherwise, while Attendee is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

I hereby accept, understand, and assume the risk of injury in this Activity, due to the physical nature of the Activity, including, without limitation, falls or contact with other participants. I agree that Attendee will follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

I understand that this Activity is neither administered nor sponsored by Villanova University and that Company is providing this Activity. I hereby release, hold harmless, and indemnify Villanova University, its trustees, its officers, its employees, its agents from any and all claims and liability arising out of the Activity.

I also hereby grant permission for the use of Attendee’s image in any photographs, videos, sound recordings or other media containing my image (“Images”) made in connection with the Activity. The Images may be used without restriction for the benefit of Villanova or the Activity in any and all publications or media, in any form, including on any Villanova web site or social media site, without further consideration, and I acknowledge Villanova’s right to so use the Images at its discretion. I hereby irrevocably waive and release any claims against Villanova University in connection with the use of the Images.

Signature of Attendee: \_\_\_\_\_

If Attendee is under 18, this must be signed by a Parent or Legal Guardian of Attendee:

I hereby agree to all of the above conditions, including the waiver and release of claims and release of Villanova University from liability and the permission to photograph Attendee and use such Images.

Signature of Parent or Guardian: \_\_\_\_\_