

**FACILITY USE AGREEMENT
BETWEEN
NAME OF NON STATE AGENCY
AND
DELAWARE TECHNICAL AND COMMUNITY COLLEGE, OWENS CAMPUS**

THIS AGREEMENT made this ____ day of _____, 2019, by and between **NAME OF NON STATE AGENCY** (hereinafter "LICENSEE") and DELAWARE TECHNICAL AND COMMUNITY COLLEGE, OWENS CAMPUS (hereinafter the "DTCC") for the use by LICENSEE of certain space or facilities owned by DTCC.

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. As set forth in the Owens Campus Facility Request Form, attached hereto and incorporated herein as Exhibit A, DTCC shall make available for LICENSEE'S use the following rooms and/or personnel on _____ (insert dates) from _____ (insert times):
Insert Rooms Rented

In the event of conflict between the provisions of the aforementioned Facility Request Form and this Agreement, the terms and provisions of this Agreement shall control.

2. LICENSEE shall use the above referenced room(s) for the following and for no other purpose: **Insert Purpose of Rental**

- A. When using the above referenced room(s), LICENSEE agrees to comply with all applicable federal, state, county, and/or city laws and regulations and with all policies and regulations of DTCC.
- B. LICENSEE agrees to take good care of the above referenced room(s) and to maintain the above referenced room(s) in as good order and condition as it was prior to LICENSEE'S use.
- C. LICENSEE will not use or allow the above referenced room(s) to be used for any unlawful purpose. In addition, LICENSEE agrees not to commit or allow to be committed any waste or nuisance in or about the above referenced room(s), or subject the above referenced room(s) to any use that would damage the room(s) or raise or violate any insurance coverage maintained by DTCC.

D. LICENSEE agrees that it shall not make any representation or any statement, written, oral, or otherwise, including any promotional materials related to the use of the above referenced room(s) that could cause confusion as to the entity sponsoring the event. LICENSEE agrees to affirmatively state in any and all promotional materials that the event occurring within the above referenced room(s) is not sponsored or in any way endorsed by DTCC and is not in any way associated with DTCC, unless otherwise specifically agreed to in writing by DTCC.

3. LICENSEE shall pay DTCC the sum of _____ (insert fee amount) for the use of the above referenced rooms/personnel, as follows:

Insert Fee Particulars

4. The fee for the use of the premises shall be paid as follows:

Insert Fee Schedule

5. LICENSEE shall be responsible for cancellation or change of date of the event as follows:

More than 30 days prior to the event	Refund less 5% fee
Between 30 days and 6 days prior to the event	Refund less 10% fee
Five (5) days prior to the event	No Refund

6. All food and beverages shall be purchased separate and apart from this Agreement from Lighthouse Cove at (302) 259-6870. LICENSEE, however, may request that its own caterer and/or another food services operator provide the food and beverages for the event(s) referenced above. All such requests made by LICENSEE shall be in writing in accordance with this Agreement and must be approved by the V.P. & Campus Director.

7. LICENSEE shall assume all liability for personal injuries or property damages incurred by LICENSEE, its members, agents, and/or guests or invitees. This assumption of liability shall apply when the personal injuries or property damages are caused by the intentional acts, negligence, vandalism, or any other cause by the LICENSEE, its members, agents, and/or guests or invitees. This assumption of liability extends to the specific facilities listed herein, to all other areas within the reasonable control of LICENSEE, its members, agents, and/or guests or invitees, and to all areas of access to the facilities listed herein.

LICENSEE shall also assume the responsibility for, and shall indemnify and save harmless DTCC, its officers and employees from and against all suits, actions, claims and all damages, direct or indirect of whatever nature, including attorney's fees, caused by any person or property, or resulting from any act under this Agreement by the LICENSEE, its members, agents, and/or guests or invitees. This indemnification and save harmless requirement shall apply, but shall not be limited to, all suits, actions, claims brought and all damages resulting from

any death, injury, or damage received or sustained by any person, third person, or property under this Agreement.

DTCC shall have no responsibility to event participants for loss or damage to their property resulting from this event, and LICENSEE agrees to indemnify DTCC for any such damage or loss.

8. There shall be **no alcoholic beverages without prior approval** by the V.P. & Campus Director. If approved by the V.P. & Campus Director, all arrangements to serve any alcoholic beverages, including the purchase and serving of alcohol, and removing full and partially full bottles after the event, must be made by the LICENSEE. The parties agree that DTCC is not responsible for any and all liability arising from or pertaining to alcoholic beverages. If alcoholic drinks are to be served, sold or otherwise provided, LICENSEE understands that it is solely responsible for obtaining any required Alcoholic Beverage Permit from the Alcoholic Beverage Control Commission. A copy of the permit must be forwarded to DTCC at least one week prior to the event.

9. All DTCC facilities and campus locations, both indoor and outdoor, are tobacco free. LICENSEE agrees that it will not permit smoking nor the use of any tobacco product by LICENSEE, its members, agents, and/or guests or invitees in or around the above referenced room(s) or on any DTCC facility or campus location.

10. DTCC **may require** LICENSEE to contract with the applicable municipal police department or, if they are not available, the Delaware State Police for one or more officers to provide law enforcement and public safety services.

11. The parties agree that no person shall, on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, marital status, veteran status, sexual orientation, gender orientation, gender identity or pregnancy, be subjected to any discrimination prohibited by law. LICENSEE agrees to provide DTCC with any and all considerations for individuals with disabilities within one week prior to the event.

12. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

13. All notices shall be in writing (which may include email) and addressed to the party to be served at the respective addresses set forth as follows:

To LICENSEE: **Insert Non-State Agency Contact Person Info**

Email:

To DTCC: Delaware Technical and Community College
Attn: Louise C. Rathfon
Conference Services Manager
Workforce Development and Community Education
21179 College Drive
Georgetown, DE 19947

Email: lrathfon@dtcc.edu

Any such notice may be served personally or by regular mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), or courier. Either party may change the address to which notices are to be delivered by written notice (including email) to the other party

14. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

15. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing in the form of a non-electronic record referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement.

16. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

17. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

18. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture between DTCC and the LICENSEE.

19. The parties agree that this Agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this Agreement. In addition, LICENSEE hereby agrees to accept service of process in any civil action arising out of this Agreement as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to, by any form of certified mail addressed to LICENSEE.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement on the day and year set forth below.

DELAWARE TECHNICAL
AND COMMUNITY COLLEGE

NAME OF NON-STATE AGENCY

_____ (Seal)
Dr. Bobbi J. Barends
Vice President and Campus Director

_____ (Seal)
Name of Authorized Signer
Title

Date: _____

Date: _____