

# MINORS AT NORTHWESTERN

## Northwestern University Facility-Use and Services Agreement

*The program using the facilities must agree to take precautions to assure the physical safety of minors and University property, and to release the university from any liability in conjunction with the use of the facility. If the User will be bringing minors to campus, a copy of the completed agreement must be submitted to the Sponsoring Unit Contact.*

This Agreement, dated \_\_\_\_\_, \_\_\_\_\_ is made between Northwestern University (hereinafter University), and \_\_\_\_\_ (hereinafter known as "User"), having its local place of business at \_\_\_\_\_.

### **1.0 Description of Facilities and Services.**

1.1 University grants permission to User to occupy and use the below-described portion of the facilities and/or services (hereafter Premises) for the exclusive use of User under the terms and conditions described in this Agreement. This Agreement does not constitute a lease or sublease or an agreement to make a lease or sublease.

Building Name(s): \_\_\_\_\_

Additional Provisions: \_\_\_\_\_

### **2.0 Term and Possession.**

2.1 User will have use of the above-named facilities and/or services as follows:

Program Dates: \_\_\_\_\_ - \_\_\_\_\_

Number of Nights: \_\_\_\_\_

Additional Provision:

2.2 No holdover rights or extension of this Agreement shall be permitted except by written amendment of this Agreement. University shall provide for the benefit of the User only the Premises and shall provide upkeep or repairs. User agrees that it accepts the Premises "AS IS". University shall be responsible for utility costs at the Premises.

### **3.0 Use.**

3.1 User will use the [services and] facilities identified above for the sole purpose of the following:  
\_\_\_\_\_

3.2 Use for any other purpose is prohibited without obtaining the prior written consent of the University. User will not use or permit the use or occupancy of the premises in any manner which: (a) is unlawful; (b) may be dangerous; (c) may invalidate any insurance policy held by University or User affecting the premises; (d) may create a nuisance, disturb other users of the premises or the occupants of neighboring buildings or property, or injure the reputation of the property; (e) may violate any applicable municipal, state or federal law or regulation or any policy promulgated by Northwestern University; or (f) violate this Agreement.

**4.0 User Charges.**

4.1 The User shall pay a fee of \$\_\_\_\_\_ to use the Premises. Any additional items or services that are to be provided by the University are outlined in an Exhibit to this Agreement.

**5.0 Default and Cancellation.**

5.1 University or User may terminate this Agreement at any time by delivering written notice to the other party thirty (30) days prior to the date of termination. University may terminate this Agreement upon three days' notice delivered in person or in writing for any violation of the University's Minors at Northwestern policy.

**6.0 Surrender.**

6.1 Upon expiration or cancellation of the initial term or any renewals of this Agreement, User shall immediately surrender possession of the Premises to the University together with all keys or other access devices or passes. Any personal property of User on the Premises may be removed, provided that User bears the cost of such removal and repairs at its own expense and all damage resulting from such removal. If User fails to remove any property from the Premises at the end of this Agreement, all such personal property shall become the sole property of the University.

**7.0 Waiver and Hold Harmless.**

7.1 User shall indemnify, defend, and hold harmless the University, its agents, officers, employees, and volunteers from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from this Agreement, provided that such claim, damage, loss or expense is not caused by any negligent act or omission or willful misconduct of the University or its employees or agents acting within the scope of their duties.

**8.0 Insurance and Compliance with Minors Policy**

8.1 Prior to occupancy of the Premises and during the period in which the Contract/Agreement is in force and effect, User shall provide and maintain the following insurance at their own expense with an insurer having an A.M. Best Rating of A- or better, and a financial size of VII or better, and must be licensed to do business in the State of Illinois. The limits of insurance shall be as stated below:

1. General Liability Insurance for operations of the User in a form providing coverage not less than that of standard Commercial General Liability Insurance policy ("Occurrence Form"), including Independent Contractors, Contractual Liability, and Broad Form Property Damage coverage. Northwestern University and its affiliated entities shall be named as additional insureds on a primary non-contributory basis. Subrogation must be waived in favor of the Northwestern University and its affiliated entities. The policy must contain a severability of interest clause for all additional insureds with no cross-liability exclusion. The following are minimum limits required:

Bodily Injury and Property Damage each occurrence \$1,000,000  
General Annual Aggregate – Per Project/Per Location \$3,000,000  
Products-Completed Operations Annual Aggregate \$3,000,000  
Personal Injury and Advertising Injury \$1,000,000  
Damage to Rented Premises \$1,000,000  
Medical Expense/Payments \$10,000

2. Abuse and Molestation Liability insurance to cover injury(ies) arising out of actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the User. The coverage shall extend to allegations of negligent employment, supervisions, investigation, hiring or training, failure to protect the victim, maintaining a safe premise, bodily injury, intentional infliction of severe emotional distress, reckless indifference, assault/battery, and vicarious liability. The limits of insurance carriers should not be less than \$1,000,000 per victim, \$3,000,000 aggregate. Northwestern University and its affiliated entities shall be named as additional insureds on a primary non-contributory basis. Subrogation must be waived in favor of the Northwestern University and its affiliated entities.

3. Automobile Liability Insurance (if applicable) covering all owned, non-owned and hired automobiles, trucks, and trailers with limits of not less than \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage. The contractual exclusion must be deleted. Northwestern University and its affiliated entities shall be named as additional insureds on a primary non-contributory basis. Subrogation must be waived in favor of the Northwestern University and its affiliated entities.
4. Workers Compensation Insurance in full compliance with the Workers' Compensation and Occupational Diseases Laws of all authorities having jurisdiction in locations in which the User operate, including Illinois and Employer's Liability coverage limits of not less than \$1,000,000 each accident for Bodily Injury by accident, \$1,000,000 each accident for Bodily Injury by disease, and \$1,000,000 policy limit for Bodily Injury by disease and for all operations of the User. Subrogation must be waived in favor of the Northwestern University and its affiliated entities. Subrogation must be waived in favor of the Northwestern University and its affiliated entities.
5. Umbrella Liability – Users shall provide evidence of umbrella liability or excess liability not less than \$5,000,000 or an agreed amount by Northwestern University, excess of the underlying general liability, automobile liability, employer's liability, and abuse & molestation liability. Northwestern University and its affiliated entities shall be named as additional insureds on a primary non-contributory basis. Subrogation must be waived in favor of the Northwestern University and its affiliated entities.
6. Property Insurance – All Users shall provide at their expense, property insurance for the full value of all other property not insured by the Northwestern University and its affiliated entities, which is owned, rented, leased, or used by the Users and used in conjunction with any work and/or event. Subrogation shall be waived in favor of the Northwestern University and its affiliated entities.

The insurance policies maintained shall provide thirty (30) days notice of cancellation or adverse material chance to Northwestern University and its affiliated entities.

All Users shall provide the Northwestern University and its affiliated entities a Certificate of Insurance that evidences the above referenced insurance policies.

**Certificate Holder**

Northwestern University  
Attn: Risk Management Department  
2020 Ridge Ave., 4th Floor  
Evanston, IL 60201

**Additional Insureds**

-including, but not limited to, all related partnerships, corporations, limited liability companies, and affiliates, whether currently existing or hereafter formed, and specifically including all of their respective owners, partners, trustees, members, officers, directors, managers, employees and agents.

- 8.2** If User will bring minors (any person under 18 years of age) onto University property,

- User shall comply with University's Minors at Northwestern policy, which can be found by visiting <https://policies.northwestern.edu/docs/minors-at-northwestern-final.pdf>;
- User shall assume financial responsibility for any and all losses or damages to practice facilities, equipment, residence halls, or other University property resulting from any act or failure to act on the part of participants or User staff;
- User agrees to operate in accordance with all applicable laws.

**9.0 Right of Entry.**

9.1 University retains the full right and authority to enter and inspect the Premises at all reasonably anticipated hours, provided that at no time the University conducts such activities so as to unreasonably interfere with User's use and occupancy. University may enter at any time to respond to emergencies and may order evacuation of the Premises and common areas.

**10.0 Assignment.**

10.1 This Agreement or the rights or obligations hereunder shall not be assigned by User either voluntarily or by operation of law, nor shall the Premises be occupied by others either in whole or in part without the prior written consent of the University. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party, assignees, or sublicensees. In no event shall this Agreement be assigned or assignable by operation of law, and in no event shall this Agreement be an asset of Licensee in any bankruptcy, insolvency or reorganization proceeding.

**11.0 Waiver of Terms or Conditions.**

11.1 The parties to this license agree that the University may waive the performance of any term, condition and covenant contained herein, provided that such waiver is in writing by an authorized official and shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.

**12.0 Relationship of the Parties.**

12.1 University shall not by virtue of this license or occupancy of the Licensed Premises by Licensee become or be deemed a partner, joint venturer or controlling party of Licensee in the conduct of Licensee's business.

**13.0 University Name**

13.1 Licensee shall not use the name or logo of the University or any of its units for any purpose other than that of the business address of Licensee without prior permission of the University.

**14.0 Review Records**

14.1 At any time the University may request copies of all Licensees' authorized adult's criminal background checks, training verification, minor release forms. etc.

The individuals signing below certify that they have full authority to bind the parties to the obligations of this Agreement.

**UNIVERSITY:**

**USER:**

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

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

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

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

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

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

**NAME OF UNIVERSITY SPONSORING UNIT:**

Name: \_\_\_\_\_

*If User will be bringing minors to campus, the Sponsoring Unit must forward a copy of this Agreement to the University's Risk Management Department no later than **seven days** prior to the start of the program.*