



# Webster University

## Facilities Use Agreement

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ and Webster University

- a. —
- b. —
- This fee must be paid in full prior to the event
  - Organizations shall pay a 50 percent deposit on the total rental fee and return the signed contract within 30 days to confirm the reservation; if the reservation is made within 30 days of the event date, payment in full will be due to secure the reservation. This deposit can be paid through cash, check payable to Webster University, or credit card.
  - Cancellations within seven (7) days will forfeit 100% of rental payment.
  - Organizations shall pay all usual and customary charges established by the University for use of the University Center facilities and of equipment and services related thereto. ALL groups will be assessed charges for extra services including but not limited to additional building hours, staffing,

8. Force Majeure: In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages " ‡ • — Ž — ‹ • % ˆ " ' • Ž f ... • ' ^ ' ‡ " ^ " • f • ... I mean 'fire, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authorityrn e -3.005 like r aaye

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arbitration panel may assess reasonable and necessary costs against the non



In witness hereof, we affix our signatures below on the date entered.

Webster:

User:

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

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

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

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

Name: Jeanene George  
Title: Director of Procurement  
Address: 470 E Lockwood Ave.  
St. Louis, MO 63119

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment A: Webster Facilities Use Addendum

The User must comply with and obey all University rules and regulations, including but not limited to the following:

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Attachment B: Guidelines

The safety of minors on campus is of utmost importance to Webster and these guidelines are established as a start to provide a safe and productive educational environment.

A minor is anyone under the age of 18.

1. Every minor must be supervised AT ALL TIMES while that minor is participating in the Event.
2. Webster requires
  - o ONE adult Program Staff for every 5 participants under the age of SIX (6);
  - o ONE adult Program Staff for every 10 participants ages of SIX (6) to ELEVEN (11);
  - o ONE adult Program Staff for every 15 participants age of TWELVE (12) and older;
  - o ONE adult Program Staff for every 15 overnight participants age of FOURTEEN (14) & older
  - a. Supervision is defined as having the minor within line of sight.
  - b. Program Staff must be at least 18 years old. Minors may not supervise other minors.
  - c. Minors should not be secluded with the Program Staff. At all times minors will either be in groups working with a Program Staff or in those situations when working with a single minor there must be at least two (2) Program Staff present.
  - d. Minors should use the buddy system for restroom breaks and should check in and out with the Program Staff for restroom breaks.

Background Checks

1. Criminal and sex offender background checks: Each employee or volunteer who acts as Program Staff and any employee or volunteer who has substantial contact with minors must have successfully passed a criminal and sexual offender background check within the year preceding the Event. Until a successful background check is received, the employee or volunteer may not supervise or have substantial contact with minors. Background checks™

Transportation:

1. Ensure the minors and their parents know the pickup location if parents/guardians have missed the standard pick up times. Ensure you have a secure pick up and drop off protocol, including only permitting parents or legal guardians to pick up minors.

Public Safety:

Any accident must be immediately reported to Webster Public Safety (314-46-7430) and a report filed.

Attachment C: Insurance Requirements

User shall obtain insurance in the amounts herein and shall furnish Webster with a certificate of insurance that provides a 30-day written notice of cancellation if coverage is modified or cancelled during the term of this Agreement, and shows the actual amount of coverage and policy limits, which shall not be less than those specified herein. Webster may seek and obtain certified copies of insurance policies to which this agreement is applicable. Certificates of Insurance must be filed with Webster before the User is permitted on campus.

A. The following minimum coverages and limits are required.

(1) COMPREHENSIVE GENERAL LIABILITY including, but not limited to, the following coverages:





- F. The contractor shall provide the University a copy of these policies and any changes thereto.
- G. In the event that the contractor fails to maintain and keep in force the insurance as provided herein, the University shall have the right to cancel and terminate this contract forthwith and without notice.

Attachment C Acknowledgement and User Signature

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

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

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

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

Street: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_