



CONTRACT FOR RENTAL OF CAMPUS FACILITIES

The following policies are for the use of any and all facilities as the Massachusetts College of Liberal Arts (MCLA).
 Please review our Web site (www.mcla.edu/rentals) and brochure as an introduction to renting space at MCLA.
 Please read the contract in full, sign and return with the required deposit.

Date unsigned contract sent to organization: [DATE]

This document constitutes a contract between Massachusetts College of Liberal Arts (hereinafter referred to as the COLLEGE) and

Name	_____	Organization Name	_____
Address	_____	Phone Number	_____
	_____	Fax Number	_____
	_____	Email	_____

(Hereinafter referred to as the ORGANIZATION). The COLLEGE, in consideration of the terms and conditions hereof, agrees to provide and the ORGANIZATION agrees to pay for the services and facilities described below.

1. PURPOSE: _____

2. TERM: Arriving after [TIME] on [DATE]. Leaving prior to [TIME] on [DATE].

3. FACILITIES AND SERVICES TO BE PROVIDED:

<u>Service/Facilities</u>	<u>Price</u>
Space Total	\${AMOUNT}
Dining Total	\${AMOUNT}
GRAND TOTAL	\${AMOUNT}

4. DEPOSIT AND CANCELLATION POLICY: An initial deposit of \${AMOUNT} should accompany this document is due by [DATE/1 mo. prior to event].

Checks should be made out to MCLA and sent to:
 Office of Institutional Advancement
 MCLA
 375 Church Street
 North Adams, MA 01247

The ORGANIZATION understands that the above procedures are necessary to insure the COLLEGE of the ORGANIZATION's intent to complete the conference and allow the COLLEGE to make adequate preparations to receive the ORGANIZATION.

In the unusual event that the COLLEGE has a priority need for the rented venue for an important program, then arrangements will be made with the ORGANIZATION for either a comparable alternate site or a refund of that day's rental fee.

RENTAL POLICIES AND PROCEDURES

COLLEGE facilities will be made available to individual and/or organizations that have purposes considered to be compatible with the mission and image of the COLLEGE. Anyone using facilities at the COLLEGE assumes the responsibility of protecting these facilities for the long-term use by the COLLEGE and the community.

A. Liability

1. The COLLEGE shall determine if the event is large enough to require the ORGANIZATION to obtain and keep in force public liability insurance naming the COLLEGE, its officer, employees, or volunteers, and the ORGANIZATION as insured for the period of time from the arrival of the first to the departure of the last participant. If required, this certificate of insurance shall be in the amount of \$1,000,000 personal injury liability from each occurrence. The ORGANIZATION warrants that its insurance will be primary over any other insurance available to it. The ORGANIZATION agrees to furnish the Conference Office with this certificate prior to arrival date if required.
2. The ORGANIZATION or his/her designee signing the contract, assumes responsibility for the conduct of all persons at the event and all financial responsibility for payment of fees and the coverage of any damage or loss of the COLLEGE property occurring as a result of or during the function and for any personal injury that may occur during, or as a result of, such use.
3. The ORGANIZATION agrees to pay the cost of repair or replacement for any loss of or damage done to COLLEGE property (excepting normal wear and tear) by its agents, employees, participants, or guests within 30 days of receipt of a written statement of charges by the COLLEGE.
4. The ORGANIZATION agrees to indemnify the COLLEGE its employees, agents, and servants for any liability, loss, or expense, including counsel fees, suffered by the COLLEGE, its employees or agents by reason of any and all claims, demands, actions, and proceedings arising out of breach by the ORGANIZATION, its agents or employees of any of the terms of this agreement or negligence or intentional conduct on the part of the ORGANIZATION, its agents or employees.
5. The COLLEGE is not responsible for lost, stolen, or damaged property of the ORGANIZATION, its agents, employees, participants, or guests.
6. The ORGANIZATION may not re-assign this contract without the prior written consent of the COLLEGE.
7. The parties agree that this contract shall be governed by the laws of the Commonwealth of Massachusetts. Massachusetts College of Liberal Arts is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes.

B. Rates & Payment

1. The balance of charges will be billed after the use of facilities and due one month post-event.
2. Normal operating hours are Monday through Friday, 8am-5pm and select weekends. Any requests for before or after hours access will require additional staffing charges of \$30 per hour for a facilities maintainer and \$35 per hour if a media technician is required.
3. The operation of any and all media equipment (including, but not limited to, theatrical lighting equipment and sound amplification equipment) must be by an authorized COLLEGE technician.
4. The COLLEGE'S Director of Special Events and Conference Planning (or an associate) will strive to greet every rental upon arrival, but will not stay throughout the event. If an event supervisor is requested, there will be an additional charge of \$40 per hour.
5. If the COLLEGE determines that the presence of public safety officer(s) is required, there will be an additional charge of \$40 per hour.
6. A four hour minimum is required by union contracts for facilities maintainers, media technicians, and Public Safety officers.
7. All checks and payment for rental and services (including catering) shall be made payable to Massachusetts College of Liberal Arts.

C. General Facility Rules

1. Basic cleanup is expected of every user of COLLEGE facilities. All materials, equipment and signage must be removed by the ORGANIZATION at the end of the rental period. All garbage should be placed in proper receptacles.
2. The operation of any and all COLLEGE media equipment (including, but not limited to, theatrical lighting equipment and sound amplification equipment) must be by an authorized COLLEGE technician.
3. The COLLEGE provides tables, chairs, and room dividers at no additional charge, but with advance notice.
4. Furnishings belonging to the COLLEGE may not be moved without specific approval from the COLLEGE or the Facilities department.
5. Smoking is not permitted in any campus buildings.
6. Except for service animals, no animals are allowed in the COLLEGE's buildings.
7. The use of open flame is prohibited on the COLLEGE grounds and in the COLLEGE buildings without prior written consent.
8. Unauthorized displays, decorations, or special equipment are not permitted.
9. Use of tape, staples, nails, screws, or paint must be approved by the COLLEGE.
10. The playing of any radio, phonograph, or musical instrument in such volume, particularly during the hours of 11PM to 7AM, as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, is prohibited.
11. Please note that limited COLLEGE facilities have air conditioning. Fans can be provided upon request. All COLLEGE buildings do have heat in the winter.

D. Catering

1. All food and beverage services must be contracted through the COLLEGE's dining services provider. Please be advised that food and beverages may not be brought onto the COLLEGE campus by anyone other than the approved caterer, unless special approval is specifically granted by the COLLEGE.
2. The ORGANIZATION acknowledges and understands that the COLLEGE has a full liquor license and will act as the seller and/or server of all alcoholic beverages. The COLLEGE will provide bartenders for those functions at which alcoholic beverages are sold or served. The COLLEGE has the right to stop serving alcohol to any individual or group without notice or to remove from the COLLEGE anyone intoxicated or behaving in a destructive manner.

E. Marketing and Promotion

1. The COLLEGE reserves the right to control the use of its name in every respect. In its advertising, the ORGANIZATION may use the COLLEGE's name to designate it as the physical location of the conference but will not promote the conference in any manner to infer operation or sponsorship by the COLLEGE.
2. The ORGANIZATION agrees to submit all promotional materials, printer or web-based, to the COLLEGE for approval prior to their use by the ORGANIZATION.

This writing constitutes the entire understanding of the parties and no modification of this agreement shall be binding upon either party unless reduced to writing and signed by both parties. This agreement shall be binding when a copy bearing signatures of both parties has been mailed to the ORGANIZATION.

IN WITNESS WHEREOF, the parties hereto, have executed by their duly authorized representatives,

By (authorized representative) _____
MASSACHUSETTS COLLEGE OF LIBERAL ARTS

Title Director of Special Events and Conference Planning

By (authorized representative) _____
ORGANIZATION _____

Title _____