



| | | | |
|----------------------------------|--|-----------------------|---|
| Policy Name: | Mercy University Facilities License Policy for External Groups | | |
| Associated Form(s): | 1. Insurance Requirements (App. A) 2. Facilities License Agreement (App. B) | Policy Number: | 2021-2 |
| Reviewed: | Non-Academic Policy Committee | Approved: | February 9, 2021 |
| Approval Authority: | President <i>Timothy L. Hall</i> | Adopted: | February 17, 2021 |
| Responsible Executive(s): | Vice President for Operations and Facilities | Revised: | N/A |
| Responsible Office(s): | Office of Community Programs, Events and Facilities | Contact(s): | Director of Community Programs, Events and Facilities |

I. Policy Statement

The purpose of this policy is to set forth the guidelines for events held by External Groups on any Mercy University (“Mercy” or the “University”) campus or property. For the purposes of this Policy, “External Groups” are any group, organization, person or program not affiliated with the University requesting use of the University’s facilities, resources and/or property (hereinafter referred to collectively as “facilities”) for an event, activity, conference, workshop, meeting, or seminar that is not a University function. ***All requests by any External Group to conduct any activity on the University’s campuses or locations must be submitted in advance to the Director of Community Programs and Events for approval before any agreements or contracts are undertaken with the External Group.***

This document is intended to summarize the standard policies required for facilities reservations and to manage the usage of the University’s facilities for External Groups.

II. Policy Regarding Facilities Use by External Groups

All External Groups utilizing Mercy facilities must respect the mission and values of the University. Mercy reserves the right to deny the use of its facilities to any External Group whose goals and philosophies are not consistent with the mission of the University. The University also reserves the right to deny applications or revoke/cancel reservations for any of our locations, where it is determined that such use might not be in the best interest of the University, or that the use could be in violation of local, state or federal law, ordinance, regulation or executive order (e.g. the use exceeds the space capability of the location or raises tax questions for the University). Applications may also be denied, or a reservation canceled should the University determine the event poses an unacceptable security risk. It shall be the responsibility of the External Group to consult with the Community Programs and Events office to determine feasibility.

In addition, External Groups must adhere to the following:

- External Groups must comply with all University rules and regulations, including but not limited to the *Visitors Policy* and the *Parking Policy*, which can be found at: <https://www.mercy.edu/about-mercy/mercy-policy>.
- An External Group must have a formal, written agreement with the University. A License Agreement must be fully-executed before an External Group is granted access to the facilities.
- An External Group is required to provide the University with evidence of appropriate and adequate insurance coverage at the time it enters into the agreement with the University. See Appendix A for Insurance Requirements.
- An External Group is required to pay the University a facility use license fee and to pay for other event-associated costs such as catering.

- Private parties are not permitted on the University campus (i.e. weddings, bridal showers, birthday parties, etc.).
- All facilities requests require a minimum of four (4) weeks lead time to process all reservations and License Agreements.
- A 501C-3 tax exempt certificate will be required for all groups that claim non-profit status.
- The non-profit organization named on the tax-exempt certificate must match the non-profit named on the facilities use application.
- Mercy University reserves the right to deny use of its equipment or technicians needed to operate the equipment if they are not available or it is not in the best interest of the University.
- When the University is closed due to inclement weather or emergency situations, all campus events will be cancelled. No events will be allowed if a federal, state or county emergency is declared. See the License Agreement for terms and conditions relating to cancellations.
- External Groups must inform the Director of Community Programs and Events immediately of any program changes or event cancellations on their end.
- External Groups must always provide responsible supervision for all activities and provide responsible adults to accompany children when on Campus.

III. Procedural Requirements

This document is intended to assist University personnel in executing an external event.

A. External Groups

External Groups are expected to pay all charges associated with the room rental, AV, computer, catering, or other significant charges and other support services needed for a successful event. The External Groups must be involved in the overall planning and organization of the event. If media is expected, the event must be vetted by the University's Office of Public Relations.

B. External Group Charges

External Groups wishing to use Mercy University's facilities for events, activities, conferences, workshops, meetings, or seminars will be charged the standard rates. The rate covers the operational costs to maintain the space and equipment. All catering and other support services needed by the group are considered extra charges and are billed accordingly.

The External Groups will be expected to pay a 25% non-refundable deposit based on the estimated cost of the event. *See the License Agreement (Appendix B) for all the terms and conditions relating to termination and cancellation of the License Agreement.*

C. Catering for events

If Mercy University is under an exclusive contract with its on-campus caterer at the time of the Agreement, then the University's food vendor would have the exclusive right and obligation to provide food services, including cafeteria, catered dining, and meeting and event catering services for all External Groups holding events on any of our campuses. In the event that food vendor is unable to provide the food service and staffing to meet Mercy's and/or an External Group's catering requirements with the catering team, equipment and food sources, the food vendor shall enter into an appropriate subcontract with firms and on such terms approved in advance by Mercy University to satisfy the meeting and/or special event catering requirements. External Groups may not sell food, beverages or other items on any of the University's campuses unless explicitly approved in writing by the University's General Counsel.

D. Communication and Advertising

The name "Mercy University" as well as all University logos and trademarks are the sole property of the University. If the External Group would like to use a Mercy University logo or trademark for the External Group's publications, prior approval of the office of the Director of Public Relations at the University is required and at its sole discretion. No advertisement, statement or communication of any kind shall assert or imply the University supports, approves, or endorses any conduct, product, service, interest, position, or ideology of the External Groups, unless the advertisement, statement or communication has been approved in advance and in writing by the Director of Public Relations at the University.

E. Signs

External Groups may post temporary signs, notices, banners, etc. only upon approval of the Community Programs and Events Office. They must remove all signage at the conclusion of their event/activity to avoid incurring additional charges for signs removal. Signs are not to be permanently affixed or adhered with staples, tacks, adhesive or other, on painted surfaces. Signs are never to be posted on top of or blocking Mercy University's signs.

F. Security

Mercy University has its own security staff that is responsible to provide security for all our campuses. Mercy reserves the right to require additional security and/or personnel to support events at the cost of the External Group. Security needs for External Groups will be determined by the University's Executive Director of Campus Safety and Emergency Management.

External Groups are responsible for supervision of their own groups. Event supervisors are encouraged to wear identification of their group if relevant, and all attendees must be prepared to provide proof of identification upon request. All External Groups may be required to submit a list containing the names of all those who will be in attendance for their event. If security is required for an event, the special event staff will work with our head of security to obtain a quote for security personnel to assist with the event. The head of security will require specific information from the

External Group regarding the event.

G. Parking

At Dobbs Ferry and Bronx campuses, a permit is required for parking. Permits are given by security personnel upon entering the University. Permits must be displayed in the car window. Vehicles without a parking permit will be ticketed and/or booted at the owner's expense. Due to space limitations in New York City, parking is not offered on the Manhattan campus. There are several lots surrounding our campus that offer parking at a fee.

H. Supporting Documentation

The following documents serve as proof that an event is confirmed with the University.

- Duly signed Facilities License Agreement
- Certificate of Insurance naming Mercy University as Certificate Holder and Additional Insured

APPENDIX A

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 1: High Risk Event w/ Liquor

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE** for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.
 - a) Occurrence Form
 - b) Limits:

| | |
|--|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Products/Completed Operations Aggregate: | \$2,000,000 |
| • General Aggregate | \$3,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Fire Damage: | \$50,000 |
2. **LIQUOR LIABILITY (if serving alcohol)**
 - a) Claims Made Form
 - b) Limits:

| | |
|---------------------|-------------|
| • Each Claim: | \$1,000,000 |
| • General Aggregate | \$2,000,000 |
3. **AUTO LIABILITY** for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:
 - a) Required Limit: \$1,000,000 Per Accident
 - b) Symbol 1 – Coverage for Any Auto
 - c) Contractual Liability Coverage included.

4. **SEXUAL MOLESTATION LIABILITY** (if children under the age of majority are involved) for all claims for damages due to bodily injury, or personal injury with respect to a minor.
 - a) Occurrence Form
 - b) Limit: not less than \$1,000,000
5. **UMBRELLA LIABILITY:**

| | |
|---|-------------|
| a) Occurrence Limit: | \$5,000,000 |
| b) Aggregate Limit (where applicable): | \$5,000,000 |
| c) Policy to apply excess of the Commercial General Liability, Liquor Liability if applicable, Auto Liability and Employers Liability Coverages | |
6. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:**
 - a) Waiver of Your Right to Recover from Others Endorsement favoring the University is required where permitted by law.
 - b) The following limits should apply:
 - 1) Workers' Compensation Coverage: Statutory coverage in accordance with the law of the state where the work is to be performed and the laws of any other state that may apply.
 - 2) Employers Liability Limits:

| | |
|-------------------------------|-------------------------|
| a) Bodily Injury by Accident: | \$100,000 Each Accident |
| b) Bodily Injury by Disease: | \$100,000 Each Employee |
| c) Bodily Injury by Disease: | \$500,000 Policy Limit |
7. **DEDUCTIBLES OR SELF INSURED RETENTIONS:**

Deductibles or self insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.
8. **ADDITIONAL INSURED ENDORSEMENTS:**

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

 - a) Umbrella: Following Form Language that will include the University to the extent provided in any acceptable Underlying Policy or Endorsement.
 - b) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).
9. CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

10. A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 2: High Risk Event w/o Liquor

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. COMMERCIAL GENERAL LIABILITY INSURANCE for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.

a) Occurrence Form

b) Limits:

| | |
|--|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Products/Completed Operations Aggregate: | \$2,000,000 |
| • General Aggregate | \$3,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Fire Damage: | \$50,000 |

2. AUTO LIABILITY for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:

a) Required Limit: \$1,000,000 Per Accident

b) Symbol 1 – Coverage for Any Auto

c) Contractual Liability Coverage included.

3. SEXUAL MOLESTATION LIABILITY (if children under the age of majority are involved) for all claims for damages due to bodily injury, or personal injury with respect to a minor.

- a) Occurrence Form
- b) Limit: not less than \$1,000,000

4. UMBRELLA LIABILITY:

- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit (where applicable): \$5,000,000
- c) Policy to apply excess of the Commercial General Liability, Liquor Liability if applicable, Auto Liability and Employers Liability Coverages

5. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

- a) Waiver of Your Right to Recover from Others Endorsement favoring the University is required where permitted by law.
- b) The following limits should apply:
 - 1) Workers' Compensation Coverage: Statutory coverage in accordance with the law of the state where the work is to be performed and the laws of any other state that may apply.

2) Employers Liability Limits:

- a) Bodily Injury by Accident: \$100,000 Each Accident
- b) Bodily Injury by Disease: \$100,000 Each Employee
- c) Bodily Injury by Disease: \$500,000 Policy Limit

6. DEDUCTIBLES OR SELF INSURED RETENTIONS:

Deductibles or self insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.

7. ADDITIONAL INSURED ENDORSEMENTS:

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

- a) Umbrella: Following Form Language that will include the University to the extent provided in any acceptable Underlying Policy or Endorsement.
- b) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).

8. CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

9. A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 3: Moderate Risk Event w/o Liquor

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. COMMERCIAL GENERAL LIABILITY INSURANCE for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.

a) Occurrence Form

b) Limits:

- | | |
|--|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Products/Completed Operations Aggregate: | \$2,000,000 |
| • General Aggregate | \$3,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Fire Damage: | \$50,000 |

2. AUTO LIABILITY for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:

a) Required Limit: \$1,000,000 Per Accident

b) Symbol 1 – Coverage for Any Auto

c) Contractual Liability Coverage included

3. SEXUAL MOLESTATION LIABILITY (if children under the age of majority are involved) for all claims for damages due to bodily injury, or personal injury with respect to a minor.

- a) Occurrence Form
- b) Limit: not less than \$1,000,000

4. UMBRELLA LIABILITY:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability, Liquor Liability if applicable, Auto Liability and Employers Liability Coverages

5. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

- a) Waiver of Your Right to Recover from Others Endorsement favoring the University is required where permitted by law.
- b) The following limits should apply:
 - 1) Workers' Compensation Coverage: Statutory coverage in accordance with the law of the state where the work is to be performed and the laws of any other state that may apply.
 - 2) Employers Liability Limits:
 - a) Bodily Injury by Accident: \$100,000 Each Accident
 - b) Bodily Injury by Disease: \$100,000 Each Employee
 - c) Bodily Injury by Disease: \$500,000 Policy Limit

6. DEDUCTIBLES OR SELF INSURED RETENTIONS:

Deductibles or self insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.

7. ADDITIONAL INSURED ENDORSEMENTS:

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

- a) Umbrella: Following Form Language that will include the University to the extent provided in any acceptable Underlying Policy or Endorsement.
- b) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).

8. CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

9. A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 4: Low Risk Event w/o Liquor

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. COMMERCIAL GENERAL LIABILITY INSURANCE for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.

a) Occurrence Form

b) Limits:

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- General Aggregate \$3,000,000
- Personal and Advertising Injury: \$1,000,000
- Fire Damage: \$50,000

2. AUTO LIABILITY for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:

a) Required Limit: \$1,000,000 Per Accident

b) Symbol 1 – Coverage for Any Auto

c) Contractual Liability Coverage included.

3. SEXUAL MOLESTATION LIABILITY (if children under the age of majority are involved) for all claims for damages due to bodily injury, or personal injury with respect to a minor.

a) Occurrence Form

b) Limit: not less than \$1,000,000

4. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

a) Waiver of Your Right to Recover from Others Endorsement favoring the University is required where permitted by law.

b) The following limits should apply:

1) Workers' Compensation Coverage: Statutory coverage in accordance with the law of the state where the work is to be performed and the laws of any other state that may apply.

2) Employers Liability Limits:

| | |
|-------------------------------|-------------------------|
| a) Bodily Injury by Accident: | \$100,000 Each Accident |
| b) Bodily Injury by Disease: | \$100,000 Each Employee |
| c) Bodily Injury by Disease: | \$500,000 Policy Limit |

5) DEDUCTIBLES OR SELF INSURED RETENTIONS:

Deductibles or self insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.

6) ADDITIONAL INSURED ENDORSEMENTS:

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

a) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).

7) CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

8) A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 5: Low Risk Event w/o Liquor or Employees

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. COMMERCIAL GENERAL LIABILITY INSURANCE for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.

a) Occurrence Form

b) Limits:

| | |
|--|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Products/Completed Operations Aggregate: | \$2,000,000 |
| • General Aggregate | \$3,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Fire Damage: | \$50,000 |

2. AUTO LIABILITY for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:

a) Required Limit: \$1,000,000 Per Accident

b) Symbol 1 – Coverage for Any Auto

c) Contractual Liability Coverage included.

3. SEXUAL MOLESTATION LIABILITY (if children under the age of majority are involved) for all claims for damages due to bodily injury, or personal injury with respect to a minor.

a) Occurrence Form

b) Limit: not less than \$1,000,000

4. DEDUCTIBLES OR SELF INSURED RETENTIONS:

Deductibles or self insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.

5. ADDITIONAL INSURED ENDORSEMENTS:

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

- a) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).

6. CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

7. A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

MERCY UNIVERSITY

Insurance Requirements for Licensees of Events Held at University Facilities

Version 6: Moderate Risk Event w/o Liquor (Summer Camps)

Mercy University must be listed as both Certificate Holder and Additional Insured

ACCEPTABLE INSURANCE COMPANIES:

The Insurance coverages described herein must be written by Insurers approved by Mercy University or its designated representative. Approved Insurers will have an A.M. Best Rating of "A (excellent); VII" or stronger as of the date the License Term begins and throughout the life of the Agreement. If at any time during the Agreement term the rating of any of the Approved Insurers is reduced below the rating required, the Licensee shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

CERTIFICATES OF INSURANCE:

The contracting party must provide Mercy University one or more Certificates of Insurance showing the following coverages:

1. COMMERCIAL GENERAL LIABILITY INSURANCE for any and all claims for damages due to bodily injury (including death), personal injury, or property damage. Such insurance coverage shall be the broadest enhanced Commercial General Liability coverage currently in the market.

a) Occurrence Form

b) Limits:

| | |
|--|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Products/Completed Operations Aggregate: | \$2,000,000 |
| • General Aggregate | \$3,000,000 |
| • Personal and Advertising Injury: | \$1,000,000 |
| • Fire Damage: | \$50,000 |

2. AUTO LIABILITY: for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles:

- a) Required Limit: \$1,000,000 Per Accident
- b) Symbol 1 – Coverage for Any Auto
- c) Contractual Liability Coverage included.

3. SEXUAL MOLESTATION LIABILITY: for all claims for damages due to bodily injury, or personal injury with respect to a minor.

- a) Occurrence Form
- b) Limit: not less than \$1,000,000

4. UMBRELLA LIABILITY:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability, Liquor Liability if applicable, Auto Liability and Employers Liability Coverages

5. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

- a) Waiver of Your Right to Recover from Others Endorsement favoring the University is required where permitted by law.
- b) The following limits should apply:

1) Workers' Compensation Coverage: Statutory coverage in accordance with the law of the state where the work is to be performed and the laws of any other state that may apply.

2) Employers Liability Limits:

- a) Bodily Injury by Accident: \$100,000 Each Accident
- b) Bodily Injury by Disease: \$100,000 Each Employee
- c) Bodily Injury by Disease: \$500,000 Policy Limit

6. DEDUCTIBLES OR SELF-INSURED RETENTIONS:

Deductibles or self-insured retentions must be identified on the certificates of insurance. Mercy University reserves the right to reject any Certificate of Insurance (and therefore

refuse to permit work to begin) with a Deductible or Retention that, at the sole discretion of the University, is deemed unacceptable.

7. ADDITIONAL INSURED ENDORSEMENTS:

Mercy University will be named as Additional Insured on all Liability Policies. Acceptable Endorsements will include the following:

- a) Umbrella: Following Form Language that will include the University to the extent provided in any acceptable Underlying Policy or Endorsement.
- b) The contracting party's insurance will be PRIMARY: Each policy described in this section shall provide coverage on a primary (non-contributory) basis for the University as added as an Additional Insured. Any Coverage maintained by the University is understood to be EXCESS (applicable after the contracting party's insurance applies and is exhausted).

8. CANCELLATION OR MATERIAL CHANGE of terms and conditions in the contracting party's policies of insurance required hereunder must be reported to the University immediately upon notice of such cancellation or material change.

9. A WAIVER OF RIGHTS OF RECOVERY AND WHERE APPLICABLE A WAIVER OF RIGHTS OF SUBROGATION shall be provided favoring the University and favoring every other insured party.

APPENDIX B



License Agreement

With

"[Insert Licensee Name]"

Parties: THIS AGREEMENT is made as of [redacted], 2021 by and between Mercy University, located at 555 Broadway, Dobbs Ferry, New York 10522 (hereinafter referred to as the "University"), and (hereinafter referred to as "Licensee").

Contact information:

Property: 555 Broadway, Dobbs Ferry, New York 10522.

Licensed Area: [Insert description] located within the Property. Licensee shall maintain the Licensed Area in a clean and orderly manner at Licensee's sole cost and expense. Licensee shall not disturb or commit any waste or nuisance on the Licensed Area and shall not use the Licensed Area for anything other than the Permitted Use. Licensee's use of the Licensed Area shall not interfere with the operation of the University in the ordinary course. Licensee shall not make any alterations to the Licensed Area without the prior written consent of the University, which the University may withhold in its sole and absolute discretion.

License Term: [Insert term of license]

Permitted Use: The University hereby grants Licensee a non-exclusive/exclusive [choose one] license to use the Licensed Area, in its “as is” condition, for the sole purpose of [insert use].

Permitted number of occupants of the Licensed Area:

License Fee: [Insert total amount of Fee]

Signage: All signage must be reviewed and approved by the University and comply with the Regulations (as defined below).

Parking: [Insert, if applicable. Otherwise insert Not Applicable]

Payment Policy: A non-refundable deposit of 25% of the License Fee will be due concurrent with submission of this Agreement (the “Deposit”). The balance of the License Fee is due two weeks prior to the commencement of the License Term. Any additional charges and payments, if any, due under this Agreement will be billed and due on demand. Licensee’s obligation to pay such amounts will survive the expiration or sooner termination of this Agreement. (*Please put “License Agreement and date” in the note section of the checks.*) The signed Agreement and all payments made **payable to Mercy University** should be sent to:

Lisa Mills-Campbell

Director of Community Programs and Events

Mercy University

555 Broadway, VH 34

Dobbs Ferry, NY 10522

Cancellation Policy: Licensee may terminate this Agreement and receive a return of any portion of the License Fee paid, less the Deposit, provided that Licensee provides written notice of termination no later than 90 days prior to the commencement of the License Term (the “Cancellation Condition”). Upon satisfaction of the Cancellation Condition, this Agreement will be and will be deemed to be terminated and neither party will have any further obligation to the other except as expressly survives the termination hereof. If Licensee fails to comply with the Cancellation Condition, then Licensee shall be responsible for the entire License Fee and the University will have no obligation to return any portion of the License Fee paid by Licensee. Licensee acknowledges that a breach of this provision would result in substantial damage to the University, and Licensee acknowledges that the precise amount of damages for its failure to comply with the Cancellation Condition in the event of the cancellation of this Agreement would be impossible to determine. Accordingly, the Parties agree that a breach of the provisions of this paragraph would, in addition to any other remedy the University may have, entitle the University to liquidated damages in the amount equal to the License Fee. Licensee’s obligations hereunder shall survive the termination of the License Term.

The University may cancel this Agreement for any reason by giving thirty (30) calendar days’ notice prior to the commencement of the License Term. The University also reserves the right to cancel this Agreement if the use may be in violation of local, state or federal law, ordinance, regulation or executive order, or if the University determines the event poses an unacceptable security risk. In such cases, the University shall return the portion of the License Fee paid by Licensee, less the Deposit. The University may also return the Deposit, which will be determined on a case-by-case basis. This Agreement will then be deemed terminated and of no further force and effect.

Termination: The University has the right to terminate this Agreement upon the Licensee’s failure to comply with, or breach of, any provision of this Agreement. In the event this Agreement is terminated in accordance with the terms hereof, the Licensee will remain responsible for the entire License Fee. The Licensee will also be liable for any other damages, costs or expenses arising from the breach of this Agreement, including but not limited to reasonable attorney’s fees.

Force Majeure: Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under the Agreement as a result of a Force Majeure Event (as defined below), then such Party (the “Claiming Party”) shall promptly provide notice of the Force

Majeure Event to the other Party (the “Non-Claiming Party”), which notice will describe the Force Majeure Event, the anticipated duration of the Force Majeure Event (if known), and actions to be taken by the Claiming Party to end the Force Majeure Event and/or minimize its impact to the Claiming Party’s performance. Upon receipt by the Non-Claiming Party of the aforesaid notice, the Claiming Party’s performance shall be excused during the continuance of the Force Majeure Event, provided, that the Claiming Party resumes its obligations under this Agreement upon the earlier of: (a) the termination/cessation of the Force Majeure Event; or (b) upon such time as a hypothetical party similarly situated to the Claiming Party is reasonably able to resume performance of its obligations under this Agreement. **Force Majeure Event(s):** (i) acts of God, pandemics (including but not limited to COVID-19), tornadoes or other severe windstorms, hurricanes, floods, fires and other comparable casualties, landslides, earthquakes or any unusually severe and extreme weather; (ii) acts of war, terrorism, blockades, insurrection or national, regional and local calamities, civil commotion, riots, strikes, lockouts, picketing, or other labor disputes; and (iii) any other delays resulting from causes beyond the control of the a hypothetical party similarly situated to the Claiming Party, including, without limitation, public health emergencies and governmental action.

Surrender: Upon the expiration or sooner termination of the License Term, Licensee shall (i) peaceably surrender the Licensed Area, in broom-clean and good condition and repair, and in the same condition as it is as of the date hereof, except for ordinary wear and tear, and (ii) remove from the Licensed Area all of its property. Any property not so removed, may, at the University’s election, be deemed abandoned and the cost of removal paid by Licensee. Licensee shall defend, indemnify and hold harmless the University, its agents, employees, members and officers from and against all liabilities, losses, damages, costs and expenses, including reasonable attorneys’ fees, arising out of Licensee’s holding over after the termination or expiration of this Agreement. Licensee acknowledges that a breach of this provision would result in substantial damage to the University, and Licensee acknowledges that the precise amount of damages for its continued use of the Licensed Area after the effective date of termination of the License Term would be impossible to determine. Consequently, Licensee shall pay the University for all fees, costs and expenses incurred by the University in connection with any action or proceeding to compel Licensee to surrender possession of the Licensed Area or otherwise remove Licensee from occupying the Licensed Area. Nothing contained herein shall be deemed to authorize Licensee to remain in occupancy of the Licensed Area after the termination of this Agreement. Licensee’s obligations hereunder shall survive the termination of the License Term.

Concessions: The Licensee shall not sell food, beverages or any other items on the Property.

Publications: The name “Mercy University” as well as all University logos and trademarks are the sole property of the University. If the Licensee would like to use a Mercy University logo or trademark for Licensee’s publications, prior approval of the Director of Public Relations at the University is required, such approval to be granted at its sole discretion. No advertisement, statement or communication of any kind shall assert or imply the University supports, approves, or endorses any conduct, product, service, interest, position, or ideology of the Licensee, unless the advertisement, statement or communication has been approved in advance and in writing by the Director of Public Relations at the University.

Regulations: The Licensee and all attendees shall comply with all applicable federal, state and local laws, all University building rules and regulations, and all University rules and regulations while on the Property, including, without limitation, all environmental laws relating to the Licensed Area and the rights granted herein (collectively, the “Regulations”).

Smoking: Smoking is prohibited inside the Property. Smoking areas are outside in designated areas, and are located 25 feet from any building.

Pets: No pets of any kind may be brought inside the Property. This prohibition does not apply to service animals that are present to assist an individual with a disability.

Key Replacement: The Licensee will be responsible for the replacement of any lost keys.

Fire Safety: All University facilities are equipped with fire safety systems. All participants must leave the Building immediately when the fire alarm sounds. Misuse of or damage to fire safety equipment is strictly forbidden and may result in damage charges to Licensee and to prosecution

Notice: Notices and other communications to be given hereunder shall be in writing and only delivered by (i) hand, (ii) postage paid certified mail, return receipt requested, or (iii) nationally recognized overnight courier delivering against a signed receipt (e.g., Federal Express) as follows:

To the University: Mercy University
555 Broadway, VH 34
Dobbs Ferry, NY 10522
Attention: Lisa Mills-Campbell

To Licensee: _____

With a copy to: _____

Communications sent in compliance with this Section shall be deemed given and received on the date of delivery or when delivery was first rejected or refused. Addresses for notices may be changed by providing notice in accordance with this Section.

Assignment and Delegation: Licensee may not assign, delegate or transfer this Agreement or any rights or obligations arising hereunder without the prior written consent of the University, which the University may withhold in its sole and absolute discretion.

Authority to Enter Into This Agreement: If the Licensee is a group or other entity – that is, anything other than a single individual – the person signing this Agreement on behalf of the Licensee represents and warrants that he is fully authorized by the Licensee to enter into this Agreement on its behalf, binding the Licensee and any members thereof to the terms of this Agreement.

Defense and Indemnification: The Licensee hereby agrees, to the fullest extent permitted by law, to defend, with counsel reasonably acceptable to the University, indemnify and hold harmless the University and its landlords, lessors, partners, members, managers, affiliates, officers, directors, employees, trustees and agents (the "Mercy University Indemnitees") from and against any and all claims, damages, liabilities, losses, costs, proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal), fines, penalties and expenses (including attorneys' fees and disbursements), causes of action or the like (including claims relating to bodily injury, including mental injury or death, other personal injury, including violation of civil rights, defamation, wrongful arrest and invasion of privacy, and property damage, including loss of use or value, or theft, or damage to the environment) in any way deriving from a claim made by a third party (including any governmental or quasi-governmental party) against any Mercy University Indemnitee arising from or out of, or in connection with, or relating to, directly or indirectly, in whole or in part (i) the Licensee entering into this Agreement, (ii) any act or omission of the Licensee, its agents, subcontractors or suppliers or their respective owners, partners, members, managers, shareholders, affiliates, officers, directors, employees, trustees or agents (the "Licensee Parties") in connection with this Agreement, (iii) the breach of any obligation of the Licensee hereunder (and, without limiting the foregoing, the Licensee shall be liable to the Mercy University Indemnitees for any costs and expenses, including attorneys' fees and expenses, incurred by any Mercy University Indemnitee in the enforcement of its rights under this Agreement, including a demand for indemnification hereunder),

(iv) a misrepresentation made by the Licensee hereunder, or (v) the use of the Licensed Area. These indemnification obligations shall survive the expiration or termination of the Agreement.

Liability: Licensee shall assume full and complete responsibility for the supervision and control of any and all persons entering upon the Licensed Area, and shall supply all necessary signs or directions and controls. Licensee acknowledges that the University shall not be responsible for any loss or damage to any person or property in connection with the rights granted herein.

Insurance: The University requires the Licensee to maintain certain insurance coverage and to provide certification of such insurance. Those requirements are attached and incorporated as an essential element of this Agreement. The University must be named as an additional insured on the certificate of insurance. See Appendix with Insurance Requirements.

Entire Agreement: This Agreement, including any insurance requirements attached hereto, sets forth the entire agreement between the parties with respect to any of the matters addressed herein. It supersedes any prior or contemporaneous communications between the parties with respect to the matters addressed herein. This Agreement may be modified or amended only by a writing signed by both parties. This Agreement may be executed in counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability: The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

No Other Rights/Non-Recording: This Agreement does not and shall not be deemed to constitute a lease, easement or a conveyance of any of the Property nor shall the License confer upon Licensee

any right, title, interest or estate in the Property other than the License. Neither this Agreement nor any memorandum or other short form of this Agreement shall be recorded.

Governing Law: This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of New York, without regard to any provisions pertaining to choice of law.

Dispute Resolution:

Notice of Claim. In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation or performance or enforcement, or the breach or alleged breach thereof (defined herein as “Claim”), the party asserting any such Claim shall provide written notice of the existence of the Claim (the “Notice”).

Negotiation. Within 10 days of the receipt of the Notice, or unless the Parties jointly agree to a different timeframe, pursuant to the Notice provisions of this Agreement, the Parties, or representatives of the Parties with full authority to negotiate and resolve the Claim or Controversy shall meet to negotiate in good faith to attempt to resolve the Claim.

Mediation. To the extent the Parties cannot resolve the Claim by negotiation, then the Parties shall agree to attend at least one mediation session within 30 days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation.

Arbitration. Subject to compliance with the provisions set forth herein, if the Claim is not resolved by the processes prescribed herein, then the Claim shall be decided by arbitration held before a single arbitrator under the auspices of the City of White Plains, New York under its then existing rules. The Laws of the State of New York shall apply to the resolution of the Claim.

Exception for Injunctive Relief/Limitations: The parties may not commence any litigation, arbitration or other judicial or quasi-judicial proceeding as permitted by this Agreement (“Proceeding”)

prior to complying with the negotiation and mediation provisions herein, except that any party may commence a Proceeding prior to the negotiation and/or mediation if: (i) by operation of law the Proceeding must be commenced in order for the Proceeding to be timely under applicable statute(s) of limitations, in which event the parties shall take no further action in the Proceeding post-filing and the Proceeding will be stayed by agreement until seven days following the mediation session; and/or (ii) the party commencing the Proceeding is seeking temporary and/or preliminary injunctive relief, providing that the party alleges in good faith and with specificity that the grounds for injunctive relief are satisfied, including that the absence of the granting of the requested injunctive relief will cause the moving party irreparable harm.

NAME OF ORGANIZATION

By: _____
(Print and sign name)

Title: _____

MERCY UNIVERSITY

By: _____
Thomas R. Simmonds

Title: Vice President Operations and Facilities