

UNIVERSITY SYSTEM OF MARYLAND AT SOUTHERN MARYLAND

US, STATE & LOCAL GOVERNMENT ORGANIZATIONS
SMART (BUILDING 3) TRAINING/CONFERENCE FACILITIES USE AGREEMENT
SCHEDULE A – FEES

Organization/Competency Name: _____

Contract Signatory: _____ Program Organizing Contact: _____

E-Mail Address: _____ E-Mail Address: _____

Phone No: _____ Phone No: _____

Program Information

Date(s): _____ Set-up Time: _____ Program Time: _____ to _____

Program Name for signage: _____

No. of attendees: _____

Payee Contact Information (Person responsible for receiving invoice and making payment)

Name: _____

Phone No: _____

Email Address: _____

PO Number: _____

TO BE COMPLETED BY USMSM REPRESENTATIVE:
Estimated Program Total: _____
(includes Room and Equipment & Additional Services (if applicable). USMSM is Section 889 Compliant

Maryland Tax Exempt – the Client must provide a copy of their tax-exempt certificate with this Agreement

Room Fees (A full day consists of no more than 9 hours – a half day consists of 5 hours or less)

Table with 3 columns: Room Name, Full Day, Half Day. Rows include Grand Hall, Exhibition Hall, Lecture Rooms, Classrooms, Computer Lab, Catering Kitchen, and Special Set Up Fee.

Equipment & Additional Services

- Technology Service (Configuration, loading and unloading software for programs, and Hybrid meetings) \$75 per hour/1 hour minimum
Staff required for weekend events.....\$300 per day
Conference Telephone and Active Telephone Line (Conference Dial-in Numbers are Customer Responsibility) – No. of Days\$25 per day
Coffee Pot/Bubble Cooler Rental/Refrigerator & Ice Usage – No. of Days\$50 per day
Flipchart with pad of paper/Whiteboards – No. of Flipcharts/Whiteboards\$20.00 per flipchart pad/whiteboards per day

Special Instructions/Notes:

UNIVERSITY SYSTEM OF MARYLAND AT SOUTHERN MARYLAND

UNITED STATES GOVERNMENT ORGANIZATIONS SMART (BUILDING 3) TRAINING/CONFERENCE FACILITIES USE AGREEMENT SCHEDULE B – POLICIES

The University System of Maryland at Southern Maryland, hereafter called USMSM, is operated in order to accommodate the need for classes held by various University Partners. Grand Hall, lecture room, classrooms, computer labs and open spaces may be used by other organizations. Facility use is on an as-available basis and with the authorization of the Executive Director. The USMSM Training and Conference Facilities is self-supporting and will charge applicable fees for the facilities and services it provides. You and your organization (hereafter called the Client) agree to adhere and abide by the following policies:

USE: Client is licensed to use the premises described on Schedule A (the "Premises"), solely for the purposes set forth on Schedule A. Uses other than those set forth herein are expressly prohibited, and shall constitute a material breach of this Agreement.

ROOM SETUP: If Client requires a special setup of tables, the information must be provided to USMSM **two weeks before** the planned program. Every classroom contains a computer, projector, screen, whiteboard, and supplies. Podiums, sound equipment, and microphone(s) are available for use in the large event spaces. **NOTE: Any last minute changes made after the deadline listed above will be charged a \$150 fee. This includes any technology and space/configuration changes, as well as beverage service.**

TERMINATION/SPACE REQUIREMENTS: USMSM reserves the right to cancel and/or interrupt any event being held under this Agreement for any reason deemed necessary by USMSM in its sole discretion in whole or from time to time in part at any time prior to or during this Agreement. USMSM retains the right to alter room assignments within reason and with advance notice to Client at least 48 hours prior to planned program if possible.

COMPUTER FACILITIES: Computer training software materials must be supplied, ready for installation, at least five (5) working days in advance of Client's reservation. Software will be installed by our computer technician at the rate listed on Schedule A - Fees. **ABSOLUTELY NO FOOD or BEVERAGES ARE PERMITTED IN THE COMPUTER LABS. NO EXCEPTIONS.**

CONFERENCE/TRAINING MATERIALS: USMSM will not accept or store boxes and materials delivered prior to Client's reservation. If any boxes and materials are delivered, it will not be USMSM's responsibility to receive and store the items. All boxes and materials must be removed at the end of planned program.

CATERING: Client may make arrangements with a USMSM-approved caterer. The caterer must provide USMSM a copy of its Department of Health & Mental Hygiene license and an insurance certificate naming USMSM as an insured in the amount of \$1,000,000 seven (7) calendar days prior to the planned program. Client is responsible for supervising clean up by the caterer and making payment directly to the selected caterer for services rendered. USMSM accepts no liability for food services arranged by Client. Completion of Schedule C -Catering Agreement is required. **NOTE: We encourage attendees to bring their own reusable water bottles. There are water bottle refill stations in all our buildings, and we will have water coolers and paper cups available in USMSM's larger event spaces.**

ALCOHOLIC BEVERAGES: Alcoholic beverages cannot be brought into USMSM without Client or the Client's catering company having a TAMS/TIPS certified bartender providing service during the event. A copy of the certification shall be provided to USMSM prior to the reservation date and security personnel will be required to be present during Client's program for an additional fee as outlined in Schedule A - Fees. USMSM will schedule the security personnel one (1) month prior to the start date of your program. The cost of the security personnel will be listed on the invoice along with the rental space charges.

SMOKING/CDS: USMSM is a Tobacco Free campus, and no smoking is permitted at the Premises, or on any other part of USMSM's campus. This consists of all buildings, groups, exterior open spaces, parking lots, on-campus sidewalks, streets, driveways, and recreational spaces; and in all USMSM-owned or leased vehicles. Visitors who violate this policy may be denied access to the Premises and USMSM campus. Illegal drugs, controlled dangerous substances, and firearms are expressly prohibited on USMSM property, including the Premises. Client agrees that no firearms, drugs, illegal or controlled dangerous substances will be permitted on the Premises at any time.

DAMAGES: Client will take full responsibility for any damages that may occur to the Premises, USMSM campus. Equipment or furniture while using USMSM and will incur the cost of any necessary repairs or replacement.

LIABILITY: USMSM is not liable for any fees or expenses incurred by Client (or Client's trainers and/or attendees) in the event a training program or conference is not held or completed due to acts of nature (i.e.: snow storm, lightning strikes, etc.). Client understands and agrees that any and all responsibilities for Client's legal liability, including but not limited to fiscal responsibilities, arising from the use of the Premises by Client shall rest solely with Client. USMSM assumes no liability for the use of the Equipment.

Client shall not be entitled to recover any incidental, special, punitive, or consequential damages against USMSM, including anticipatory profits that have not been earned up to the date of termination, under any legal theory of recovery in any action related to this Agreement. Client further agrees that the USMSM's liability in any dispute concerning this Agreement shall be limited to the amount of the License Fee actually paid to USMSM by Client. Notwithstanding anything to the contrary contained in this Agreement, USMSM's liability for any tort related claims, damages, losses or costs arising out of this Agreement shall be governed by and subject to the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Annotated Code of Maryland (the "Tort Claims Act"). Nothing in this Agreement shall be deemed a waiver of immunity or defense that may exist in any action against USMSM.

I, as an authorized representative of my organization, understand and agree to adhere to USMSM's policies as stated above.

Signatory's Signature & Date

USMSM Authorized Representative's Signature & Date

UNIVERSITY SYSTEM OF MARYLAND AT SOUTHERN MARYLAND

UNITED STATES GOVERNMENT ORGANIZATIONS

SMART (BUILDING 3) TRAINING/CONFERENCE FACILITIES USE AGREEMENT

SCHEDULE B – POLICIES

INDEMNIFICATION AND INSURANCE: It is hereby expressly understood and agreed by Client that Client shall be solely and absolutely responsible and liable for its own conduct and for the conduct of any guests Client may invite to use the Premises or come upon the USMSM campus. Client hereby agrees to indemnify and hold harmless USMSM for damages to the Premises or any part of the campus of USMSM as well as any and all claims for personal injury by any person or persons arising out of, occasioned by, or in any way connected with Client's use of the Premises or caused by Client's use of the USMSM campus, other than damages arising from the negligence or gross misconduct of USMSM.

Client understands and expressly agrees that Client shall be responsible and liable for the indemnification specified herein in addition to the use fee. Client's indemnification obligation shall survive completion or termination of the Training/Facilities Use Agreement. Client, at its expense, shall obtain and maintain during the License Period, Commercial General Liability insurance ("CGL Insurance") against loss or liability in connection with bodily injury, death or property damage or destruction, occurring in or upon the Premises and/or USMSM campus and/or arising out of the use thereof by Licensee during the Event, with limits for each occurrence of not less than One Million Dollars (\$1,000,000). The CGL Insurance policy shall name the State of Maryland, the USMSM System of Maryland, and their respective officers, officials, directors, agents, employees and representatives as additional insurers. Not later than five (5) business days prior to the Event, Client shall deliver to the USMSM evidence of the insurance policy required under this Agreement, satisfactory in form and substance to USMSM, together with satisfactory evidence of the payment of the required premium or premiums thereof.

PROMOTIONS/ADVERTISEMENTS: Program promotion requires Client to refer to the facility as "University System of Maryland at Southern Maryland". Any printed materials regarding USMSM's mission or programs must be approved by the Executive Director prior to publication in the Executive Director's sole discretion.

USMSM reserves the right to approve, in advance, all oral, written or electronic materials, including all forms of advertisement or publicity, associated with the use of the Premises by Client or referring in any manner to USMSM. Client shall not imply, suggest or otherwise represent that USMSM is in any way affiliated with, endorses or otherwise supports the Client or the Event occurring at the Premises or on the USMSM campus without obtaining prior written review and approval from USMSM for the use of such written and/or verbal representations. Client is not authorized to use the name, indicia, logo(s), or marks of USMSM or USMSM in any manner. However, Client may give the date of the Event and the address and location of the Premises.

University shall have the right to demand that Client immediately cease and desist from use of any unauthorized advertisement of the Event by Client. University shall be entitled to, without limitation, remedies including cancellation of the Event and/or a suit injunctive relief for any breach by Client of this Section.

LICENSE NON-TRANSFERABLE: This Agreement, and the rights and obligations hereunder is not transferable or assignable by Client, and Client agrees that it will not assign this Agreement (or any provision herein), nor permit any third party to conduct unauthorized activities on the Premises.

PERMITS: Client, at Client's expense, will be responsible for obtaining all permits for its lawful use of the Premises, and will pay all minor privilege charges, occupancy permit fees, license fees or other charges or taxes which are imposed on or that are applicable to activities conducted by Client on the Premises.

WAIVER: The waiver at any time by USMSM or any particular covenant or condition of this Agreement will extend to the particular case only, for the particular time and in the particular manner specified, and such waiver will not be construed or understood as waiving any of its rights of any character whatsoever. The failure of either party to exercise any of its rights under this Agreement or breach thereof will not be deemed to be a waiver of such rights, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provisions or otherwise.

MARYLAND LAW PREVAILS: This Agreement shall be governed, and construed in accordance with the laws of the State of Maryland. The parties hereby expressly agree that any action arising under or in connection with this Agreement shall be brought only in the courts of the State of Maryland or in the Federal District Court for the District of Maryland after all applicable administrative remedies have been exhausted.

TERMINATION FOR DEFAULT: If Client fails to fulfill Client's obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, USMSM may terminate the Agreement by written notice to Client. USMSM shall be entitled to all legal and equitable remedies.

RETENTION OF RECORDS: Client will retain and maintain all records and documents relating to this Agreement for three (3) years after final payment hereunder or any applicable statute of limitations, whichever is longer, and will make them available for inspection and audit by authorized representatives of USMSM, at all reasonable times.

RELATIONSHIP OF THE PARTIES: Nothing contained in the Agreement will be deemed or constructed by the parties hereto, or by any third party, as creating a relationship of principal and an agent, or a joint venture between the parties hereto, it being understood and agreed that nothing herein will be deemed to create any relationship between the parties here to other than the relationship of Client and USMSM.

EXECUTION OF DOCUMENT BY CLIENT OR CLIENT'S AGENT: The undersigned individuals warrant and represent that they are the duly authorized representatives of the party in whose behalf they are signing this document, and that they possess the legal authority to sign this Agreement on behalf of the party in whom they are acting.

AMENDMENT: This Agreement may be amended, but only in writing, signed and executed by all parties hereto.

NON-DISCRIMINATION: Client agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to the one contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

PRICING: Facility prices are as stated in the "Training/Facilities Use Agreement, Schedule A - Fees".

CONTRACT: The complete and signed agreement which consists of Schedules A - Fees, Schedule B - Policies, and Schedule C – Catering Agreement must be received by USMSM prior to the start date of your program. USMSM retains the right to cancel the reservation and this agreement if the contract has not been received.

CANCELLATION: USMSM makes considerable effort to properly schedule personnel, rooms and equipment to best service Client's planned program. Any cancellations must be communicated in writing to USMSM no later than ten (10) working days of the program start date. **Note: If the program is canceled 24 hours before the start time there will be a \$250 cancellation fee.**

PAYMENT: Invoices will be mailed after the program end date or at agreed upon intervals for long-term programs. Payment terms are "net thirty" (30). USMSM can accept payment by VISA, MasterCard, American Express, or check. Checks should be made payable and sent to: University of Maryland, 44219 Airport Road California, MD 20619.