



CAMBRIDGE COLLEGE FACILITIES USE RULES AND REGULATIONS

Concessions:

External User shall not sell or cause to be sold programs, goods and/or other novelties in or about the described facilities, except on written terms and conditions as established by the Institution. The following concessions may be sold during this facility use: *(describe any concessions agreed to be sold by External User.)* EXTERNAL USER AGREES TO INDEMNIFY AND HOLD THE INSTITUTION HARMLESS, INCLUDING ALL OF ITS TRUSTEES, OFFICIALS, EMPLOYEES, STUDENTS AND AGENTS, FROM ANY CLAIMS, LOSSES, SUITS, PROCEEDINGS, DAMAGES OR LIABILITIES, INCLUDING ATTORNEYS FEES, AS RELATED TO EXTERNAL USER'S CONCESSIONS SOLD ON THE INSTITUTION'S PREMISES, SUCH MATTERS MAY INCLUDE BUT ARE NOT LIMITED TO THIRD PARTY CLAIMS, TAXES, ETC. External User shall name Institution as an additional insured in its general liability insurance to cover any such claims.

Applicable Laws:

External User agrees to comply with all applicable laws, ordinances and rules of the Institution, the Commonwealth of Massachusetts and the United States, and to pay all taxes imposed by law in connection with its use, occupancy and concessions as applicable.

External User warrants that it will occupy Facility and conduct its activities in a manner that complies with all applicable provisions of the Americans with Disabilities Act (ADA). Specifically, during the time of its occupancy of Facility, External User agrees to provide auxiliary aids and services as provided for under the ADA whenever such services are required for the events held at the leased premises. External User will make every effort to make Facility accessible for the events and activities held under this Agreement by removal of barriers wherever reasonable (after prior consultation and consent of Institution for removal of any physical barrier) and will provide alternative aids and services wherever barriers cannot be reasonably removed.

Fire or Flame Usage:

External User agrees that it will not use fire or flame without the prior written approval of the President of Cambridge College.

Alteration, Decorations, and Damage:

External User shall not injure, mar or in any way deface the premises and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part and will not make or allow to be made any alterations of any kind therein.

External User agrees that all participants and guests of the External User are under the direct and complete supervision and control of the External User. As such, External User is liable for all damages resulting from participant and/or guest utilization of the facilities and services provided by Institution. Institution assumes no responsibility for loss or theft of personal property of damage to personal property of External User or any of its participants or guests.

Equipment:

External User agrees that it will not use Institution's equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving the written approval of the [appropriate Institution official](#).

Parking:

External User understands that parking is generally not available for use in relation to this agreement..

Violation and Removal from Premises:

If at any time the uses of the premises by External User violate an applicable ordinance or law of the City of Cambridge, the Commonwealth of Massachusetts, or the United States of America, External User shall either cease and desist from continuing such use or surrender the premises forthwith upon demand of the [of the appropriate Institution official](#)..

Campus Program for Minors

To the extent that External User is operating a program involving minors or child care, External User hereby certifies that it is in full compliance with Massachusetts regulations involving appropriate child care supervision ratios, supervisory qualifications, appropriate training including First Aid and CPR training, CORI checks for all supervisors and individuals in contact with the children, and any other applicable requirements involving the supervision of minors. Appropriate child molestation coverage will be required as an endorsement to the general liability policy required above.

Alcohol Use:

This Agreement grants to External User no greater rights than expressly stated herein and specifically denies any right to External User or possession or occupancy which would be in violation of state laws, rules and regulations, particularly with respect to the dispensing of alcohol and alcoholic beverages.

The use of alcohol at any event must be approved in writing by the President of Cambridge College.

For functions where alcohol is permitted, External User will be required to participate provide a social host endorsement under the general liability policy requirements outlined above. Alcohol may only be provided to adults of legal age by a licensed provider.

Inspection:

External User agrees that the [appropriate Institution official](#) or his/her appointee may enter upon the used Facilities as hereinbefore described at all reasonable times and make inspection in conformity with this Facilities Use Agreement.

Governing Law and Venue:

This agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue shall lie in Middlesex County.