

Community College of Baltimore County
AGREEMENT FOR USE OF COLLEGE FACILITIES

This **Agreement for Use of College Facilities**, dated this __ day of _____ (the "Agreement"), is by and between THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE OF BALTIMORE COUNTY (CCBC) and .

The College has agreed to permit the User to use the CCBC facility identified in the Event Reservation Request attached to this Agreement on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the above and for other consideration the parties deem sufficient, the parties agree as follows:

1. The User shall be entitled to use the CCBC Facility for the Event (" ") identified in the Event Reservation Request attached to this Agreement. The Event shall be conducted in accordance with the terms and conditions contained in this Agreement, the *Guidelines for Use of College Facilities by External Users* (the "Guidelines"), the Event Reservation Request, the Event Costs Estimate, and other related documents, which are hereby appended to and incorporated into this Agreement. The word *Agreement* as used herein includes this Agreement, the Guidelines, the Event Reservation Request, the Event Costs Estimate, and any other related documents.

This Agreement must be signed by the User and returned to the College, with the Event Costs Estimate and full payment of estimated costs at least 15 business days prior to the event. Any additional fees incurred must be paid within 30 days of the event.

2. The User may cancel the Event by sending written notice to the College as noted in paragraph 15 of this Agreement. If the College receives notice of the cancellation at least 10 business days prior to the Event and in accordance with paragraph 15, the College shall refund all amounts paid by the User minus any costs incurred by the College. If notice of cancellation is not received within 10 business days prior to the Event and/or written notice is not delivered in accordance with the provisions of paragraph 15, the College may retain 10% of all payments by the User to the College.
3. The College may cancel the Event or, if the Event is already in progress, terminate the Event if the User violates the terms of this Agreement. The College shall retain all payments made.
4. The User will ask any of its guests who violate the terms of this Agreement to leave the Event and the grounds of the College.
5. The College, its agent, or its authorized designee may request any guest of the User who violates this Agreement to leave the Event and the grounds of the College.
6. No alcohol shall be served, sold or otherwise allowed by the User on the grounds of the College. In the event the President of the College has granted an exception to this policy, the permission for light beer and wine is granted with a specific injunction to assure that under-aged persons are not served and that provisions for moderation are practiced and in place.
7. If required, the User shall provide the College, at least 25 business days prior to the Event, a certificate of insurance, in a form satisfactory to the College, which evidences the following:
 - (a) the User has in effect general liability insurance that covers the User and the Event;
 - (b) the College, its trustees, officials, employees, and agents have been added to the insurance coverage as an additional insured with respect to the Event; and
 - (c) the College shall receive prior written notice of the expiration, cancellation, non – renewal or any form of termination of the insurance coverage for the User and/or the Event.

The College may cancel the Event if the User fails to provide a certificate of insurance that complies with the requirements of this paragraph 7.

8. The User agrees to indemnify and hold harmless the College, its trustees, officials, employees, and agents from any and all liability, claims, damage or loss, costs and expenses, including attorneys' fees, arising out of, resulting from or related to the Event. This indemnification and hold harmless obligation shall survive termination of this Agreement.
9. This Agreement shall terminate after the Event and after all of the costs and fees due to the College under this Agreement, including costs associated with paragraph 8, have been paid by the User, and any other matters between the College and the User have been settled.
10. The User represents and warrants that it does not discriminate with regard to race, color, sex, age, national origin, sexual orientation, or disability.
11. This Agreement may not be assigned, modified or altered in whole or in part, without the prior written consent of all of the parties.
12. Nothing contained in this Agreement shall be construed in any manner to create any relationship among the parties other than as expressly specified herein, and the parties shall not be considered partners or co-venturers for any purpose on account of this Agreement.
13. This Agreement supersedes all previous agreements between the parties, whether written or oral and constitutes the entire agreement between the parties.
14. The laws, regulations, and codes of the State of Maryland and Baltimore County shall govern this Agreement.
15. Any written notice of cancellation to the College required under this Agreement shall be considered delivered (in person, by first class mail, by overnight courier, by facsimile, or by email) once it is received by the representative of the College identified below:

Susan Gebren, Registrar's Office, Events Scheduling, CCBC Catonsville
800 South Rolling Road
Catonsville, MD 21228
Telephone: 443-840-4388 Fax: 443-840-4504
sgebren@ccbcmd.edu

Tiffany Lowery, Registrar's Office, Events Scheduling, CCBC Dundalk
7200 Sollers Point Road
Baltimore, MD 21222
Telephone: 443-840-3722 Fax: 443-840-3903
tlowery@ccbcmd.edu

Donna Leach, Registrar's Office, Events Scheduling, CCBC Essex
7201 Rossville Boulevard
Baltimore, MD 21237
Telephone: 443-840-2851 Fax: 443-840-2411
dleach@ccbcmd.edu

In Witness whereof, this Agreement shall be effective on the date it has been signed by all of the parties hereto.

By: _____
Campus Director

On behalf of the BOARD OF TRUSTEES of Community College of Baltimore County

Date: _____

USER:

By: _____
Signature

Title

Date: _____