

FACILITIES USE AGREEMENT

West Virginia Northern Community College ("WVNCC") hereby grants to:

("User")

(Organization/Individual Name/Business)

permission to utilize WVNCC's facilities described as _____ for the sole purpose of _____ on the following date(s) _____ from the hours of _____.

This grant is a license not coupled with an interest and may be terminated at any time by WVNCC either before or during the period for which permission has been granted.

In using WVNCC's facilities, User agrees to comply with all applicable laws, rules and regulations and the rules and regulations of WVNCC and any special instructions given to User by representative(s) of WVNCC. User agrees that all persons using the facilities under this agreement will commit no damage to WVNCC's facilities and that if such damage occurs, User will reimburse WVNCC the cost of repair. User agrees that no fundraising activities will occur on WVNCC property as part of this agreement. User further agrees to publicize in its marketing materials the use of WVNCC facilities.

User agrees to carry general liability insurance with a company acceptable to WVNCC in the amount of \$300,000 (individuals) or \$1,000,000 (business/organization) per occurrence and in the aggregate and agrees to provide a Certificate of Insurance to be issued with WVNCC named as an **ADDITIONAL INSURED**. Claims made policies shall NOT be acceptable. Satisfactory certification that such insurance is in full force during the times of use and rental must be furnished. User will not be authorized to subcontract services with another individual/business to provide additional services on our campus or within our facilities, during the times of use and rental, without first contacting the CFO/VP Administrative Services at WVNCC. Alcoholic beverages are not permitted on our campus or in our facilities.

The User agrees to indemnify, defend and hold harmless WVNCC, its agents, servants, employees, trustees, officers and representatives from any liability, loss, or damage which WVNCC may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including attorneys' fees, asserted against or incurred by WVNCC arising out of, during, or as a result of User using WVNCC's facilities, except such liability, loss or damage which is the result of or arising out of the sole negligence of WVNCC.

By entering into this agreement, User understands and agrees to mention the College as a sponsor in any marketing and/or advertising promotions on any and all media used in the promotion of this event.

Dated this _____ day of _____, 2016.

WVNCC

(Organization/Individual Name/Business), ("User")

By: _____

By: _____

Director of Facilities

Title of Representative