

## **Neumann University**

### **Facility Temporary Licensing Agreement**

This Agreement is made this **15<sup>th</sup>** day of **November 2023**, by and between Neumann University located at One Neumann Drive, Aston PA 19014 (“University”) and **Sun Valley High School, located at 2881 Pancoast Ave, Aston, PA 19014** (Hereinafter referred to as “Licensee”).

1. **COVID-19:** All guests must adhere to and follow University COVID -19 policies and procedures which are included in **APPENDIX B**. If the event is unable to take place due to federal, state, local or Neumann University Policy restrictions related to or as a result of COVID-19, Licensee will not be responsible for having the event and delivering payment and Neumann University will not be responsible for providing the facility on the dates specified.
2. **PREMISES AND RATES:** The University hereby agrees to make available to Licensee, for the use of Licensee, the following facilities located on University Premises, at the time and date (s) and for the purpose (s) indicated in **APPENDIX A**.
3. **WELCOME REMARKS:** It is agreed upon by the University and the Licensee that a University representative will give Welcome Remarks prior to the start of the ceremony.
4. **PAYMENTS.** Payment in full is required with return of this Agreement for events being held within 15 days from the date of the Agreement. For events with dates more than 15 days from the date of the Agreement, a deposit of \$200 and 50% of the total rental due is required with the return of this Agreement to confirm the event dates. The deposit will be applied toward the total charges due to the final invoice. Dates will only be held ten (10) business days without receipt of the deposit and other required documents. Also due with the return of the Agreement is evidence of insurance coverage described within paragraph 7F. The balance of the total cost will be due in full fifteen (15) days prior to the event.

## **5. CANCELLATION.**

A. After written approval is given, the University may terminate this Agreement, in its entirety, or as to any time, date, in its sole discretion for good cause, if: (i) Licensee fails to make all payments in accordance with payment schedule; (ii) if Licensee fails to provide proof of insurance, as required in the agreement; or (iii.) Licensee violates any of the terms of the Agreement.

B. Licensee may terminate this Agreement at any time 30 days or more prior to the reservation and receive a full refund issued for both the deposit amount and any other portion of the facility rental fee paid. If the cancellation is 7 – 30 days prior to reservation: any portion of the facility rental fee paid will be refunded and the deposit will not be refunded at that time. Cancellations less than 7 days prior to reservation the facility rental fee will not be refunded. The deposit will not be refunded. Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued and the deposit will not be refunded.

C. In addition, the University reserves the right to terminate this Agreement for any reason. If the University terminates this Agreement any time up to 30 days prior to the event date, all deposits and prepayments will be returned in full within ten (10) days. In addition, if the University terminates this Agreement within thirty (30) days prior to the event date, the University may provide Licensee, at its discretion, with available alternate dates for the event.

**6. DEFAULT.** If Licensee shall at any time be in default under the terms of this Agreement, Licensee shall vacate the Facilities immediately, and Licensee shall have no right to receive any refund for the deposits of fees hereunder.

7. **CATERING AGREEMENT.** Licensee hereby agrees that it will require any third party that Licensee engages to provide catering, linens, pipe and drape, or other services to enter into an Agreement with the University regarding restriction covered in Section 7 at least thirty (30) days prior to the date of the event.

**Catering Service Provider Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

8. **USE RESTRICTIONS.** The following restrictions shall apply to the Licensee's use of the Facilities:
- A. All use of the Facilities shall terminate no later than the time and date herein stated and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for Licensee to set up, tear down and remove equipment provided must be budgeted as part of the rental Agreement, Section 1 herein. Licensee will reimburse the University for any overtime compensation it is required to pay its staff during additional time.
  - B. Licensee shall have the use of the Facilities only for the purposes herein.
  - C. Licensee specifically agrees not to nail, tape, or screw anything to the floor or walls of the Facility and shall be responsible for any and all damage to the Facility and to the University's personal property therein,



or to the property of any third party which is on loan from the University and/or its contractors, caused by the acts of the Licensee or the Licensee's agents, servants, employees, patrons, licensees, invitees, or guest, whether accidental or otherwise; and Licensee further agrees to leave the Facilities in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup may result in a cleaning charge of **\$125.00 per hour**. For those events using a caterer, the caterer's agreement is incorporated herein by reference.

- D. The University reserves the right to approve any caterer providing food and/or drink at the University. Consumption or carrying of food and beverages shall be allowed only in the reserved, designated areas agreed upon above. **For consumption of alcoholic beverages on university property, approval is specifically required.** The University noise policies and Aston Noise Ordinance shall be abided by for any outside activities, playing music or other activities. Smoking is not permitted in any area of the building and is limited to designated locations throughout the campus.
- E. Licensee shall indemnify and hold the University harmless from and against any and all claims, damages, expenses, losses, suits, or causes of action (including reasonable attorneys' fees and litigation expenses) resulting from or arising in connection with Licensee's use of the Facilities.
- F. Licensee shall provide proof of Licensees' insurance coverages in the amount of at least **\$1,000,000** in comprehensive and general liability coverages per claim and **\$3,000,000** annual aggregate. Licensee shall include the University as an additional insured for purposes of the event, as well as providing a certificate of insurance as required herein.
- G. Licensee agrees to comply with any and all laws, statutes, ordinances, rules orders, regulations, requirements and policies of the federal, state, and local governments, as well as the University policies, rules and procedures applicable to the use of the University facilities by Licensee,

including and without limitation, obtaining any necessary liquor licenses and the payment of all sales, uses and entertainment taxes or fees.

- H. During the time the Licensee occupies the Facilities, Licensee is responsible for the safety and good order of all equipment and other property owned by the University and/or being displayed at the University facilities and is liable for said equipment and other property if it is lost, stolen, damages or misplaced by Licensee's agents or the attendees at Licensee's function whether or not invited.
- I. The Facilities provided to Licensee, which are suitable for purposes outlined above, are in as-is condition, with no representations as to condition other than referenced above.
- J. The University reserves the right through its officers and its employees, agents, or contractors to eject any person or persons from any portion of its Facility, and upon the exercise of this authority, through its employees, officers or agents, the Licensee hereby waives any right or claims for damages against the University or any of its employees, officers and/or agents.
- K. The University assumes no responsibility for equipment supplied by Licensee or another party. The University reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
- L. The University shall review all copies and approve in writing all forms of advertising or publicity in which the University's name is used.
- M. The parties agree that they are acting and shall act as independent contractors and the limited use of the facilities by Licensee in no way creates a partnership, agency, legal representative, joint venture or any other relationship for any purpose between the parties.
- N. All of Licensee's property will be removed from the University by Licensee at the termination of Licensee's use of the facilities. If

Licensee's property is not removed as provided herein, the University will have the right to cause such property to be removed at the expense of the Licensee.

O. Licensee shall comply with all rules and restrictions that may be prescribed by the University for the purpose of maintaining safety, care, good order, cleanliness and protection of the Facilities, students, employees and staff.

P. If the purpose for the Agreement is for activities in which minor children are involved, each participant must complete and return a Neumann University waiver form for all activities prior to participation in the contracted service. A copy of the waiver is attached hereto as **APPENDIX C**.

Q. Third-Party Service Provider Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

9. **AGREEMENTS INVOLVING MINOR CHILDREN.** It is the sole and exclusive responsibility of the Licensee to have the necessary number of adult leaders/chaperones for adequate supervision of the minors during the License term. It will be the sole and exclusive responsibility of the Licensee for all adult leaders/chaperones participating in contracted services in which minor children are involved to certify that necessary childcare clearance and criminal background clearances have been completed. By signing this Agreement, Licensee certifies that they have confirmed that all necessary clearances are in place.

**10.ASSIGNMENT.** Licensee shall not assign this Agreement without the prior written consent of the University.



**11. GOVERNING LAWS.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania. The forum and venue for any and all actions shall be deemed to the Court of Common Pleas of Delaware County, Pennsylvania.

**12. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Licensee and the University, superseding all prior negotiations or agreements, either written or oral, which are not expressly included herein.

**13. SEVERABILITY.** If any portion of this Agreement is determined to be invalid or unlawful, it shall not affect the validity or lawfulness of any other portion of this agreement.

**14. TITLES AND SECTIONS:** The titles and sections of this contract were ordered for convenience only. Any section titles & emphasis thereof are also only for convenience

**15. INDEMNIFICATION:** To the full extent permitted by law, each party shall indemnify (in such capacity, the "Indemnifying Party") the other party, and their respective directors, officers, and employees (in such capacities, "Indemnified Parties"), and hold them harmless from and against any and all losses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, to the extent that the losses are caused by the negligence or willful misconduct of the Indemnifying Party or its employees or subcontractors in connection with this Agreement

**16. FORCE MAJEURE:** Neither party shall be responsible to the other for any Losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a

Force Majeure which interferes with the use of Neumann campus facilities hereunder

**17.WAIVER:** If either party waives any power, right, or remedy arising from the Agreement or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by a party shall be deemed to constitute the party's waiver, which may be affected only by an express written waiver signed by the party.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
**Licensee Signature**

\_\_\_\_\_  
**University Signature**

Jessica L. Webster

\_\_\_\_\_  
**Licensee Name**

\_\_\_\_\_  
**University Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## **APPENDIX A FACILITY LOCATIONS, DATES AND PRICES**

### **Premises and Rates**

The University hereby agrees to make available to Licensee, for the use of Licensee, the following facilities:

\_\_\_\_\_ Bachmann Main Building

\_\_\_\_\_ Classrooms

\_\_\_\_\_ Conference Room 109

\_\_\_\_\_ Bachmann Boardroom

\_\_\_\_\_ Bruder Life Center

\_\_\_\_\_ Student Multipurpose Hall

\_\_\_\_\_ McNichol Art Gallery

\_\_\_\_\_ Bruder Gym

\_\_\_\_\_ Meagher Theater

\_\_\_\_\_ Theater Dressing Rooms

\_\_\_\_\_ Dining Hall

\_\_\_\_\_ Communications Classroom (107)

\_\_\_\_\_ Green Room

\_\_\_\_\_ Rocco Abessinio Building (RAB)

\_\_\_\_\_ RAB 200

\_\_\_\_\_ Conference Room

\_\_\_\_\_ Classrooms

\_\_\_\_\_ Health Sciences Center

\_\_\_\_\_ Bayada Teaching Auditorium

☐ Student Lounge

☐ Classrooms

☒ Mirenda Center for Sport and Spirituality

☒ Bayada Atrium

☒ Devine Hospitality Suite

☒ Classroom 216

☒ Multipurpose Room 234

☒ Dance Studio 232

☒ Main Arena

☒ Community Hall

☒ Fitness Center (Will be closed during ceremony)

☒ Track

☐ Residence Halls

☐ Flynn Hall

☐ Sora Luna Lounge

☐ Cunningham Hall

☐ O'Neill Hall

☐ Multipurpose Room 143

☐ Buoni Apartments

☐ Chiara House

#### Security and Other Services

☒ EMT

☒ Aston Police

☐ Campus Safety

☒ Housekeepers on Site for Event

**Rates**

**Facility Rental**

**\$10,0000**

**Aston Police**

**\$2,880.00**

**EMT**

**\$480.00**

**Catering Total for Brunch**

**TBD**

**GRAND TOTAL for Ceremony**

**\$ 13,360.00**



## **Special Requests/Accommodations**

Rehearsal Date: June 4, 2024

Time: 9am-12pm

Brunch: June 4, 2024 (Bruder Dining Hall)

Time: 10:30am-1:00pm

Graduation Date: June 4, 2024

Time: 6pm-8pm

University will test projector and sound operation one (1) week prior to graduation ceremony

Video will be shown starting 30 minutes prior to ceremony

Screen will be raised; Welcome to Neumann; Transition to Ceremony

Counts: Graduates estimate TBD, number of guest tickets per student TBD plus tickets for BOT, administration, faculty, and staff = Total count cannot exceed 2400

Capacity: approximately 2,400; 700 on arena floor, 1,400 in bleachers, 280 standing room around the track and disability seating on second level plus 20 on stage

Streaming online – a link will be provided by Neumann University

Band and location: located on track opposite the stage

Hearing impaired /closed caption: No

Nonsmoking campus – no cigars following the event

Helium Balloons are not permitted in the building

Reserved parking (counts TBD)

Arena layout – seating arrangements TBD

Stage layout – layout TBD

Media Services: Screen, projector, microphone, podium, live stream

Music: Sun Valley High School must provide all music they wish to be played at the graduation event 1 week prior to the event date

## **APPENDIX B**

### **COVID-19 University Policies and Procedures**

Following CDC guidance, Neumann University highly recommends that all students, faculty, staff, and guests stay up to date with COVID-19 vaccination.

Thank you in advance for your cooperation and commitment to our RISES values. Our respect for one another will keep the Neumann community as safe as possible. Neumann will continue to follow the guidance and recommendations of both state and federal agencies.