

The Contract is made between **The Trustees of the Smith College**, duly incorporated under the laws of the Commonwealth of Massachusetts and acting through the Office of College Relations (hereinafter “College”), and **(Program Name)** (hereinafter “Client”).

College confirms that it will provide services to Client from **(Date)** for Client’s Summer Program (hereinafter “Program”).

The rental fee and all other costs associated with the use of this space are provided on the enclosed Initial Estimate. **This is an estimate only. Additional charges may be assessed for security, custodial, administrative, media and/or other services.** Please submit requests for additional spaces or services not specified in the enclosed estimate to obtain pricing and availability. Until confirmed in writing by the College and included in a signed contract with the Client, no request is guaranteed. College guarantees space on campus but cannot guarantee *specific* spaces due to changing construction and renovation annually.

To guarantee a reservation, a nonrefundable deposit of **20%** of the total charges on the Initial Estimate attached is due with this signed Contract on or before TBD. An additional 30% of the estimate is due one week prior to program start date. This, including the 20% deposit, will total 50% of the Initial Estimate.

At the completion of the Program, a final invoice is prepared reflecting actual services provided and resources used. Full payment is due within 30 days of the final invoice date, after which a late fee is charged at an annual rate of 15% and Client is responsible for all collection fees.

Cancellation

If Client’s written notice of cancellation is received by College after [date], Client agrees to pay College 50% of total fees and charges stated in this Contract based on the minimum guaranteed attendance. If cancellation is received prior to February 1, 2018, College retains the 20% nonrefundable deposit.

Alcohol Policy

Alcohol may be permitted for adult functions, and only with approval from the Events Management Office. Additional fees may be incurred for this service. All alcohol consumed during events and programming must be served by a Smith College Dining Staff licensed bartender or an approved caterer with a tip-certified bartender. Alcohol consumption in residential buildings or outside of planned adult functions is prohibited. The service of alcohol is prohibited if children are present at an event.

Participant Conduct

Client is responsible for ensuring that each Participant takes good care of College property, facilities and equipment. Any damage to buildings or contents as a result of Program or by Participant use will result in charges. Client agrees to pay for any damage caused by its Participants. Food and beverages are prohibited in ALL classrooms; water bottles are permitted. As between the College and Client, Client remains solely responsible for the actions and wellbeing of its Participants. Participants are defined as all people associated with the program and any guests to the program including family members and minors.

Indemnity Agreement

To the fullest extent permitted by Law, Client will indemnify and hold harmless College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of the operations or services of Client, the Program, or a third party vendor, or any act, omission, claim or loss of any of its Participants or any other party they are responsible for, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

Insurance Requirements

College requires liability insurance for all non-college events and all Vendor operations. See Addendum V for Vendor Operation requirements and liability.

General Liability coverage is required for everyone renting space at College, covering the actual dates and times of the event(s), including setup and breakdown, in the minimum limits of liability of:

1. \$1,000,000 CGL per occurrence and \$2,000,000 general aggregate.

If Client brings vehicles, employees and/or vendors on campus, the following coverage is also required in the minimum limits of liability of:

2. Auto Liability - \$500,000 CGL (including owned, hired and non-owned vehicles)
3. Workers Compensation – Statutory
4. Employers Liability - \$100,000 / \$500,000 / \$100,000

If Client's program includes, participants, volunteers and/or staff under the age of 18:

5. Sexual Abuse/Molestation in the minimum amounts of \$25,000 per occurrence and \$50,000 aggregate

If Client's program includes residential Participants, the following coverage is also required in the minimum limits of liability of:

6. Supplemental Accident - \$10,000 per occurrence

One week prior to the program start, Client must provide proof of insurance through the issuance of a certificate of insurance showing the above coverage and limits specified (hereinafter "Certificate of Insurance"). If Client carries higher limits than those specified above, such limits must be shown on the Certificate of Insurance. College has the right to demand a certified copy of any insurance policy. Certificates must be filed with College before the program is permitted on campus.

Client is required to add College to its General Liability and Employers Liability insurance policies with the following wording: "*Smith College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as **additional insured.***" The **Certificate Holder** must be listed as "*The Trustees of the Smith College, Elm Street, Northampton MA, 01063.*"

This insurance requirement shall not be construed as limiting in any way the extent to which Client may be held responsible for breach of this Contract or the payment of damages to any persons resulting from the operations or the activities of the Client or the Program.

Disability Non-Discrimination Policy and Procedures

College is committed to compliance with disability non-discrimination laws including the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Clients under contract with College are also expected to comply with the law by assuming responsibility for providing necessary accommodations to assure equal access for Participants. This may include provision of auxiliary aids and services such as sign language interpreters, sighted guides, note takers, print materials in alternative formats, accessible transportation, etc. Client is advised to anticipate the possibility of participation by people with physical, sensory, learning, or other disabilities, offer a way for Participants to alert Client to their needs within a reasonable time frame, and plan Client's programs accordingly.

Service animals, such as guide dogs, are allowed in Smith facilities as long as the animal's behavior is appropriate and its presence does not pose a risk to the health and safety of others.

For information about local resources for meeting disability accommodation needs, contact the Office of Disability Services at 413-585-2071 (voice or TTY).

Compliance

Client must be, and agrees that it will be, in compliance with all Federal, State and Local laws, rules and regulations. Client is responsible for any fines or fees that may be charged to College as a result of their failure to be in compliance with any such laws, rules or regulations and agrees to reimburse College if any such fines or fees are charged to College.

Smith Child Safety

If the Program involves minors, the program must be consistent with the College's Policy on Safety and Well Being of Minors [www.smith.edu/about-smith/risk-management/child-safety/policy].

Camp License

If any Program participants are under the age of 18, Client must provide to College from the City of Northampton Board of Health either 1) a copy of the Recreational Camp for Children license or 2) a letter from the City of Northampton Board of Health stating that the Program is not considered a Camp under the 105 CMR 430.020 Recreational Camps for Children. If the program is not considered a camp under the 105 CMR 430.020 Recreational Camps for Children, the program must still run the program according to state regulations, to meet health and safety standards at Smith College.

Assignment

Neither party shall have the right to assign this Contract without the prior written consent of the other party.

Choice of Laws / Jurisdiction

The laws of the Commonwealth of Massachusetts shall govern the validity, construction and effect of this Contract. All lawsuits arising out of this Contract, wherever derived, shall be resolved in Hampshire County in the Commonwealth of Massachusetts.

Entire Contract

This Contract and the Attachment and Addenda appended to it, constitute the entire Contract and there are no oral or other representations regarding the subject of this Contract that are binding on either party. **All changes to this Contract must be submitted in writing, attached to this contract and must be signed by both parties. It is understood and agreed that email correspondence shall not constitute "a writing" under the terms of this Contract.**

Force Majeure

In the event that College is unable to perform its obligations under this Contract as a result of a Force Majeure, College shall not be liable to Client for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of College. Should a travel advisory be issued any time during the period of one month before the Program through the time of the Program, performance by either party may be forgiven without liability.

Smith Staff

Smith staff, including members of the Events Management Office and the Facilities Management Office, will have access to all buildings during Client's stay on campus. These spaces include but are not limited to classrooms, performance spaces, and houses. College will make every effort to enter space when Client is not utilizing it. Staff will be in marked Smith College attire or name badge and enter spaces on an as-needed basis only.

Anti-Bullying

Bullying and cyber-bullying are prohibited. Bullying is defined as the repeated use of a written, verbal or electronic expression or a physical act or gesture or any combination which is directed at a victim and: (i) causes physical or emotional harm to the victim or damage to the victim's property; (ii) places the victim in reasonable fear of harm to self or of damage to property; (iii) creates a hostile environment at the program for the victim; (iv) infringes on the rights of the victim at the program; or (v) materially and substantially disrupts the education process or the orderly operation of the program. For the purposes of this policy, bullying shall include cyber-bullying. Client agrees to be responsible for each participant and understands that if bullying occurs on campus College reserves the right to ask participant to leave the program. Client will share campus with several other groups during their stay. Client agrees to be respectful and polite with all groups visiting campus, as well as Smith staff.

Logos and Trademarks

No party to this Contract shall, without express written consent in each case, use any Smith College logo, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context.

Publicity

When publicizing the Program in any media, the name and location must be stated, for example, "John M. Greene Hall at Smith College."

Printing & Copy Services

Smith College and the Office of Summer Programs do not provide printing and copying services. Local services are available in Northampton.

Program Content

If the Program is being promoted to children or teenagers, the content of the program must be age-appropriate. The Office of Summer Program may at any time request to view program curriculum.

Non-waiver

The failure or delay of either party to exercise any of its rights under this Contract for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Contract shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Contract unless specifically agreed in writing.

Notice

Any notice under this Contract shall be in writing and be delivered in person to the Summer Programs and Conference Services Office or by public or private courier service or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

College:
Rhonda Davis
Summer & External Events Manager
Events Management Office
51 College Lane
Northampton MA 0106
Phone: (413) 585-3736
Fax: (413) 585-2152
Email: rdavis2@smith.edu

Client:

Address:

Phone:

Fax:

Email

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

Relationship of the Parties

It is agreed that Client, its agents and/or employees are solely responsible for their own actions and have no relationship to College as partners, joint ventures, employees, or agents.

Severability

The terms of this Contract are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Signature Authority

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Contract on behalf of Client and that this Contract is binding upon Client in accordance with its term.

Acceptance

Print and sign this Contract, initial each page and addenda, as applicable, to signify approval and acceptance of this Contract. The following documents must be delivered to the Events Management Office at 51 College Lane, Northampton MA 01063 by **TBD**:

- Signed and initialed Contract
- Signed Initial Estimate
- Deposit check
- Certificate(s) of insurance

Upon receipt of the above, a fully executed Contract will be sent to Client.

Signed as a sealed instrument,

For Client

Date

For College

Date

Rhonda Davis
Summer & External Events Manager
Attachment Initial Estimate

Addenda:

- | | |
|------------------------|---------------------------------|
| A Athletics Facilities | M Mendenhall Facilities |
| C Computer Resources | O Other Services and Agreements |
| D Dining and Catering | S Sage Hall |
| E Emergency Procedures | V Vendor Operations |
| H Housing | |

ADDENDUM A

Athletics Facilities

Facilities

The Athletics complex includes two gyms, 5 squash courts, fitness center, and indoor track and tennis courts.

The use of these facilities:

- Must be requested at least thirty days in advance of Program's arrival
- Is authorized only during open hours
- Is subject to a minimum fee of \$10.00 per person per week

Proper attire is required for the use of all facilities (non-marking shoes on the tennis and squash courts, closed toe shoes in the fitness center, and swim suit in the pool.)

The Athletics fields, outdoors track and tennis courts, indoor track and tennis courts, and the pool and gymnasium during closed hours may be used subject to:

- Rental request in advance
- Availability of space and staff
- Fee for use of space
- Fee for staffing the event (monitors, lifeguards, supervisor, and/or custodian)

ADDENDUM C

Computer Resources

Smith College provides information technology resources to students, faculty and staff for academic purposes and for their use while engaged in college business. These resources may include authenticated access to college electronic services; access to college-owned computers and mobile devices such as tablets and phones; network file storage; electronic mail (email); voice mail; and space for web pages. The college has established standards and policies for the acceptable use of these resources and expects users to be familiar with and honor them.

In addition, members of the Smith College community may have access to third-party electronic resources through their affiliation with the college, including the resources of the other institutions of Five Colleges, Inc. (Amherst College, Hampshire College, Mount Holyoke College, and the University of Massachusetts Amherst). Use of these resources by members of the Smith College community is governed by this Acceptable Use Policy and any applicable policy or restriction of the third-party provider.

The college's computer systems, data networks, and information technology services may only be used for lawful purposes and in a manner consistent with college policies. Actions normally prohibited by law and/or this Acceptable Use Policy includes but is not limited to:

- Sharing your account or password with anyone.
- Unauthorized access or disclosure of confidential information or invasion of personal privacy.
- Infringing upon the rights of other Smith and Internet users, attempting to gain access to other users' accounts, private files, or email, or harassing other users in any way.
- Use of Smith's computer resources to engage in any illegal activity.
- Copying software, documents or other intellectual property in violation of state and federal laws.
- Downloading, or making available for download to others, audio and video files without the permission of the copyright owner.
- Use of copyrighted audio, video, images, text, or software without permission of the copyright owner.
- Use of audio, pictures, videos, movies, or likenesses of people without their written consent.
- Use of computer resources in such a manner that might cause congestion of the network or that incapacitates, compromises, or damages college resources.
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- Sending or forwarding "junk mail" to individuals who did not specifically request such material ("spam").
- Unauthorized use or forging of email header information.
- Capturing or "sniffing" Smith network traffic content without prior consent of Information Technology Services.
- Implementation of network services or devices, such as DHCP services or wireless access points that conflict with authorized college services.
- Use of computer resources for the purpose of commercial or profit-making activities not relevant to the mission of the college.
- Fundraising and advertising by groups or individuals other than officially recognized campus organizations.
- Capturing or storing sensitive data such as credit card and social security numbers on college servers without prior consent of Information Technology Services.
- Use of the college's name and logos in ways that suggest or imply the endorsement of other organizations, their products, or services.
- Smith College does not approve of the use of images or text that are abusive, profane, or obscene in email or on web pages.

The college reserves the right to access the contents of users' files on College resources such as PC disk drives, network drives, email, voicemail and other electronic storage media, to disclose the contents when it has a legitimate work-related need to do so, and to preserve the contents in response to litigation, potential legal claims, subpoenas, or other investigations. The College also reserves the right to disclose the contents to law enforcement officials.

The Vice President for Information Technology or the Director of Information Security with appropriate consultation, must review and approve in advance any request for access to the contents of electronic files or folders on institutional information technology resources without the consent of the user.

Students, faculty and staff who use their personal computer, PDA, cell phone, portable memory media, or other electronic device for college-related business may be required to provide access to intact business-related information and possibly the devices themselves when the college has a legally-required reason.

The College reserves the right to access the contents of students' electronic files during the course of an investigation and to disclose the contents during student judicial proceedings.

Violations of College policies are adjudicated according to procedures outlined in the Student Handbook and the Staff Handbook, and may result in the removal of computer access privileges and/or more serious sanctions. Some offenses are punishable under state and federal laws. A repeat copyright violation will result in the immediate removal of computer access privileges.

For more information on related college policies and sanctions, please refer to Smith College:

- [Copyright Policies](#)
- [Copyright and the Classroom](#)
- [Acceptable Use Policy](#)

Approved and Reviewed by ITCC, January 12, 2017

ADDENDUM D Dining and Catering

IMPORTANT NOTICE: A guarantee in writing of the **minimum number of Participants** for meals and catering must be provided 30 days prior to the start of the program (30-day count). The College cannot guarantee accommodations for increases over 10% after the 30-day count. A final update is required no later than 15 days prior to the program start (15-day count). Forms for 30-day and 15-day counts will be provided in a subsequent mailing for this purpose.

The minimum cost of the program will be based on the number of Participants stated in the 30-day count. Should the 15-day count be higher than the 30-day count, the College will invoice Client accordingly. A complete list of names, including both residential Participants and commuters, must be sent to the Events Management Office no later than 15 days prior to the start of the program.

Dining Services will be in the _____ consolidated dining room. Meals are served cafeteria-style with participants of other Summer Programs and diners are responsible for busing their own dishes. Menus include fresh cuisine prepared by College staff, and a fresh salad bar and vegetarian items are included at all meals. Standard serving times are below and are subject to change.

Breakfast	7:15 a.m. – 8:30 a.m.
Lunch	11:30a.m. – 1:30 p.m.
Dinner	5:30 p.m. – 7:00 p.m.

Client may be assigned a specific dining time within the meal service window, allowing dining to serve meals with limited congestion in the dining areas. Client may request dining times, but the **requested times are not guaranteed.**

The Events Management Office will inform Client of the exact location and serving times (within the standard times) in the dining room. The dining room is closed between meals. Service will **begin with MEAL on DATE and end with MEAL on DATE.**

If Client wishes **any** special dining service arrangements, such as alcohol receptions, bag lunches, coffee or juice breaks, special dietary needs, etc., notify the Summer Programs Office in writing with specific requests at least 30 working days prior to program to determine if the request can be accommodated. The cost of these additional services will be added to the final invoice as outlined in this Contract.

In order to access the dining room, Participants will be provided with Access Cards that are programmed and must be swiped at each meal. Cash and walk-in participants will not be accepted at any meals. All participants must be included in the 15-Day Count. All Access Cards must be returned to the Summer Programs Office. **There will be a \$24.00 charge added to the final bill for each Access Card not returned within 24 hours of check out.** Lost Access Cards present security risks to Client's and other participants and mandate prompt reprogramming for the safety of all.

ADDENDUM E

Emergency Procedures

Security

College's Department of Public Safety provides protection and services to the College community, visitors and guests. This Department performs police and service-related functions 24 hours a day, year-round.

NOTE: Any life-threatening situation, including one requiring an ambulance or the Northampton Fire Department, should be reported to:

413.585.2490	from any phone (OR)
Ext. 800	from an internal phone

Medical Facilities

The Cooley Dickinson Hospital, located one mile north of the College at 30 Locust Street (Route 9), is available for emergency care. Baystate Health operates an on-call urgent care center at 325 King Street (413-387-4100), available for non-life-threatening illness or injury. Participants are responsible for their own transportation as well as all applicable fees for services received.

Notification Steps

In the event of a campus emergency, the Department of Public Safety will use College's Emergency Notification System to notify all College employees via voice and text messages to a cellular phone and electronic mail. Summer Programs staff members will notify Client of the situation and next steps. Client is responsible for ensuring that their staff and all other Participants are aware of the emergency and directing them to evacuate as necessary.

Preparedness

To ensure the safety of all Participants, Client will:

1. Read and sign consent to follow the "Summer Programs Emergency Plan".
2. Attend, or designate other staff or coordinators to attend, a mandatory 30-minute Safety Orientation prior to the start date or time.
3. For each residential Participant, including members of its staff, provide a name, relationship and phone number to contact in the event of an emergency.
4. Have a cellular phone, provide the number to the Summer Programs Office, and keep it turned on at all times while on campus.
5. Carry a current roster at all times.
6. Agree to keep residence hall entry doors locked at all times. Client will receive front door and room keys and/or Access Cards and may choose to supply them to Participants.

ADDENDUM H Housing

IMPORTANT NOTICE: A guarantee in writing of the **minimum number of Residential Participants** must be provided 30 days prior to the start of the program (30-day count). The College cannot guarantee accommodations for increases over 10% after the 30-day count. A final update is required no later than 15 days prior to the program start (15-day count). Forms for 30-day and 15-day counts will be provided in a subsequent mailing for this purpose.

The minimum cost of the program will be based on the number of Participants stated in the 30-day count. Should the 15-day count be higher than the 30-day count, the College will invoice Client accordingly. A complete list of names, including both residential Participants and commuters, must be sent to the Events Management Office no later than 15 days prior to the start of the program.

Due to College's fixed costs, the total price and the estimated per-person-per-day rate will increase with an additional house.

Housing accommodations will be in _____ House

- **Bed linens** will _____ be provided and will be exchanged on a weekly basis. Beds will _____ be made. Linens not returned will be charged at the rate of \$6.00 per sheet, \$3.00 per towel and \$2.00 per pillowcase.
- **Access Cards and keys** to the residence house and rooms will be provided by the Events Management Office. Client is responsible for distribution and collection of Access Cards and keys. All Access Cards and keys are to be returned to the Events Management Office within two hours of checkout. **Cards and keys not returned within 24 hours of check-out are deemed lost and are charged to Client on the final invoice.** The charge for a lost Access Card is \$24.00 per card and for a lost key is \$120.00 per key. Security risks to Client and other participants mandates prompt reprogramming and core changes.
- **Room assignment, including emergency contact information,** is required with the 15-day count.
- **Roster:** A complete list of names and emergency contacts of all persons associated with Client's program on campus is required with the 15-day count. Rosters are shared with Campus Police to abide by safety protocol.
- **Supervision of youth programs:** If Client's program includes participants under the age of 18, the program director must reside with Participants and staff the program to meet the minimum staff/participant ratio and all other requirements of the State Sanitary Code 105 CMR 430.000 Ch. IV.
- **Check-in time** is no sooner than **3:00p.m.** and **check-out time** is no later than **10:00 a.m.**
- **Accessibility:** Most of the residence halls, due to their age, are not accessible. Client must inform College at least 90 days in advance of the need for accessible housing or other facilities or services. Wheelchair accessible rooms and rooms with communication accessibility features for the deaf or hard of hearing are available, but not all College buildings, sleeping rooms, and other facilities are fully accessible. College will make every effort to arrange accessible options in the most integrated way possible, but separate accommodations may be necessary depending on space available.

- **Housekeeping services** are available from 8 a.m. – 1:30 p.m. If you need assistance, call the Events Management Office at 413-585-3736. Services consist of daily cleaning of public space, corridors and bathrooms. Rooms are not cleaned once occupied. Any special housekeeping requests or services will be added to the final invoice. Each single room has a bed, nightstand, desk, chair, bureau, closet and fixed overhead light. Linens include sheets, blanket, pillowcase, bath towels and wash cloths. Participants are encouraged to utilize recycling containers located on the first floor of the house. More detailed information on Smith’s recycling policy will be provided in the house.
- **Early arrivals or late departures are not permitted unless arranged in advance and may be subject to additional fees.**
- ***Smoking is prohibited in all rooms and residences and within 20 feet of any building.***
- **Air Conditioning** is not provided in most of the buildings and houses on campus. Window units that provide air conditioning may be available if requested 90 days before the program start date. Availability is not guaranteed. Additional fees will be charged for air conditioning units and houses with central air.
- **Fans** are available on a limited basis and are not guaranteed. It is the responsibility of Client to verify the count, to deliver to the appropriate rooms, and to return to the living room on the first floor of the residence house assigned. Requests for fans must be indicated on the 30-day and 15-Day Count forms. Participants are permitted to bring their own fans.
- **College rules and regulations:** College retains the right to designate specific employees to enter any room for the purpose of inspection, maintenance or emergency; the right to reassign residents within a residence hall, after timely notification, to accomplish necessary repairs or renovations of the building; and the right to revoke the campus privilege of any Participant if, solely in our opinion, his/her conduct becomes injurious or potentially injurious to the academic community. Notwithstanding the foregoing, Client remains ultimately responsible for all Participants.
- **Cooking** is not allowed in any residence hall dining room other than that provided by College’s Dining Services. Cooking is permitted in house kitchenettes. Dining Rooms (other than the assigned consolidated dining rooms) will remain locked and unavailable for use. Grilling is forbidden.
- **Pets** of any kind are prohibited in residence halls with the exception of service animals. Proper documentation and notification of the use of a service animal must be submitted in advance.
- **Personal items** left in rooms and residence halls are not the responsibility of the College.

ADDENDUM M

Conditions for the Use of Mendenhall Facilities

Client is given a copy of these regulations so that there is no misunderstanding regarding the use of Mendenhall Facilities. By initialing below, Client acknowledges acceptance of and agreement to these rules. Client agrees to accept responsibility for the group using the designated space(s). Violation of these regulations will result in additional charges and/or denial of future rental of space. Regulations apply to Theatre 14, Hallie Flanagan and all other studio space in Mendenhall.

1. The space must be left as found. No materials of any kind may be attached by any method to the walls, floors or seating areas. Upon request, exceptions may be granted in some studio spaces.
2. No food or drink may be brought into Theatre 14 or Hallie Flanagan. Water is permitted in studio, rehearsal and classroom space.
3. In order to ensure soundproofing between the theatre spaces/studios and other rooms in use, all doors must remain closed at all times.
4. Client agrees to make sure group members and visitors of the group treat the spaces with respect. If members are seated in the audience, feet are not to be put on chair backs. Client agrees to make it clear that everyone must stay in the reserved space(s) and not wander into other areas of the building.
5. Prior to officially contracting with Smith College for any theatre space, client is required to meet with the Lighting and Sound and/or Technical Director of Smith College. Client must have *their* Lighting and/or Technical directors walk through the rental space with the Smith College above mentioned directors in order to assess productions needs and technical skill level. Smith technical personnel need to approve outside technical personnel as qualified at least two months prior to event.
6. Smith College reserves the right to deny use of a theatre space if it is found that the technical needs cannot be adequately supported.
7. Rental of a theatre space does not include access to set pieces, scene shop, props, costumes or the costume shop. If Client attempts to access these unauthorized areas without written permission from the Chair of the Theatre Department, Client will not be permitted back onto campus for future rentals and additional charges may apply.
8. Aside from the Lighting, Sound, and Technical walk-through, rental of a theatre space does not include any technical support from Smith College.

ADDENDUM O

Other Services and Agreements

Publicity and Brochures

To ensure that the facilities and services of College are accurately represented, a draft of all publicity and brochures to be used in announcing or promoting the program must be reviewed and approved by the Office of Summer Programs (OSP) before printing and distribution.

Event Services Request

Requests for room set-ups, tables and chairs, technology equipment and services, computing and printing needs must be made at least 30 days in advance of program.

Signage

All non-college temporary signs, banners, decorations and other display materials at events on College property must be approved by the OSP. All materials must meet State Fire Code provisions and City of Northampton regulations. The plan for exterior postings must be provided to the OSP at least 30 days prior to the Program and may only be installed only by members of College's Facilities Management staff.

Parking

Parking regulations are strictly enforced. Client will be given parking permits that indicate specific locations where parking is permitted. Any vehicle not parked in the assigned areas will be ticketed. It is Client's responsibility to familiarize Participants with these specific parking locations. There is no charge for campus parking. However, it is expected that if a Participant receives a ticket, they will pay the fine prior to departure. If tickets are not paid, these fees will be added to Client's final invoice. **Parking is limited and availability cannot be guaranteed.**

A map of on-campus parking is available here:

<http://map.smith.edu/map/?id=774#!ct/23766,10823,11670>

Welcome Packets and Keys

Client will receive via email a campus guide & campus maps, parking permits prior to arrival. on campus. House, room keys and Access Cards as applicable, parking permits and other materials about College and Northampton. Room keys and Access Cards must be returned to the Events Management Office within two hours of checkout to avoid penalty fees.

Registration

Client is responsible for program registration. Please provide one complete registration packet to the Events Management Office.

Budget

Client is responsible for all charges associated with the program, such as salaries, stipends, supplies, phone fees, advertising and other expenses.

ADDENDUM S

Conditions for the Use of Sage Hall Facilities

Client is given a copy of these regulations so that there is no misunderstanding regarding the use of Sage Hall facilities. By initialing below, Client acknowledges acceptance of and agreement to these rules. Client agrees to accept responsibility for the group using the designated space(s), including Sweeney Concert Hall and Earle Recital Hall. Violation of these regulations will result in charges and/or denial of permission to use Sage Hall facilities.

1. The space must be left as found. No materials of any kind may be attached by any method to the walls, stage, pianos, furniture, or any other surface in these rooms.
2. No food or drink may be brought into concert rooms. No exceptions.
3. In order to ensure soundproofing between the hall and other rooms in use, all doors must remain closed at all times.
4. Tuning of pianos is the full responsibility of the program. At a minimum, tuning must be performed one time per instrument within 24 hours of the final day of program. Programs that heavily use of the pianos or have a run time longer than a week will be required to do additional tunings as determined by the Office of Summer Programs.
5. If Client wishes to use a concert piano, arrangements must be made in advance through the Music Department office. Arrangements for piano tuning must be made and paid for in advance.
6. The concert pianos, which roll very easily, and any other Smith College equipment must be repositioned with great care to protect both the equipment and the stage floors. Pianos must not be moved from or into the concert room without the help of someone associated with the Smith College Music Department.
7. Concert pianos must remain covered when not in use. They must not be sat upon or otherwise abused.
8. Client agrees to make sure group members treat the furniture in the hall with respect. If members are seated in the audience, feet are not to be put on chair backs. Client agrees to make it clear that everyone must stay in the reserved space(s) and not wander into other areas of the building. It is expected that only the restroom on the lower level near the main entrance to the concert halls will be used.

ADDENDUM V

Vendor Operations

College agrees that Client may host Vendors in College space that are associated with Program. Client is responsible for communicating to Vendor the College's requirements that Vendors consent to:

Insurance

General Liability coverage is required for each Vendor, covering the actual dates and times of Program, in the minimum limits of liability of:

- a. \$1,000,000 CGL per occurrence and \$2,000,000 general aggregate.

If Vendor brings vehicles and/or employees, the following coverage is also required in the minimum limits of liability of:

- b. Auto Liability - \$500,000 CGL (including owned, hired and non-owned vehicles)
- c. Workers Compensation – Statutory
- d. Employers Liability - \$100,000 / \$500,000 / \$100,000

Vendor must provide proof of insurance through the issuance of a Certificate of Insurance showing the above coverage and limits specified. If Vendor carries higher limits than those specified above, such limits must be shown on the certificate. College has the right to demand a certified copy of any insurance policy. Certificates must be filed with College before Vendor is permitted on campus.

Vendor is required to add College to its General Liability and Employers Liability insurance policies with the following wording: "*Smith College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as **additional insured.***" The **Certificate Holder** must be listed as "*The Trustees of the Smith College, Elm Street, Northampton MA, 01063.*"

This insurance requirement shall not be construed as limiting in any way the extent to which Vendor may be held responsible for the payment of damages to any persons resulting from its operations or the activities of any person or persons for whom it is liable.

Assumption of Risk

College is not responsible for the damage, loss or theft of Vendor's property for any reason whatsoever. Vendor assumes all risk related to its merchandise and equipment and all responsibility for the security, safekeeping and storage of all of its merchandise, paperwork, receivables, cash and property of any kind.

Any damage caused by vendor, vendor participants, or property is the sole responsibility of Vendor and Client.