The WALDORF SCHOOL of GARDEN CITY

BUILDING & GROUNDS USE LICENSE AGREEMENT

This Agreement is made as of the _____day of _____, 20____between the Waldorf School of Garden City, 225 Cambridge Avenue, Garden City, New York 11530, herein called "the School" and_____.

Fee:
For valuable consideration the school hereby grants to the Licensee the use of the School's facilities as hereinafter described:

Liability and Risk:

A. The Licensee shall at all times keep the facilities in a neat, clean and orderly condition.

B. Licensee assumes full responsibility for the proper use by its participants, personnel and others attending its program at the School facilities granted under this Agreement, and shall restrain all such person from entering or utilizing other areas or facilities of the School not included by this Agreement. School rules and regulations shall be observed. No drugs, alcoholic beverages or any controlled substances shall be permitted. Any participants, including personnel, attending Licensee's program using any of the above mentioned substances shall be removed from the School immediately.

C. Licensee accepts the licensed facilities and agrees that the School shall, not in any event whatsoever, be held liable for any injury or damage to any person on or about the licensed premises, or arising out of the exercise of the license, except for intentional or gross negligent acts of omissions of the School. The Licensee shall indemnify and shall save harmless the School, its servants, agents, and employees from and against any and all liability, loss, cost, expense or damage, including reasonable counsel fees for the School and punitive damages, and from and against any and all suits, claims, and demands of every kind and nature, by or on behalf of any person, firm, association or corporation, arising out of the based upon any accident, injury or damage however occurring, which may happen on or about the licensed premises or arisen out of the exercise of this license. Such liability shall not be limited to the insurance coverage herein provided.

D. **Certificate of Insurance & Endorsement:** During the term of this Agreement, the licensee will provide to the School, A Certificate of Insurance and a corresponding endorsement, which evidences Worker's Compensation Insurance in accordance with the laws of the State of New York, and Commercial General Liability with limits no less than $2,000,000 aggregate and $1,000,000 per occurrence for bodily and property damage and participant liability. The Certificate of Insurance and endorsement for general liability policies must name the school as an additional insured and state that the Licensee's insurance is "primary" to the School's. **This Certificate of Insurance and endorsement must be provided no less than ten days before the Licensee's event begins to: *The Waldorf School of Garden City, 225 Cambridge Avenue, Garden City, NY 11530,* or email: owensg@waldorfgarden.org.** The Certificate of Insurance must provide 30 days' notice of any material change or cancellation. Any words limiting notice "to best efforts, endeavor to advise, not responsible to notify, etc.," will result in certificate being rejected. Please review specific wording as shown previously.

E. Licensee shall comply with all Safety and Parking Regulations.

F. If for any reason beyond the School's control, including but not limited to mechanical failure, natural disaster or disease, whereby any of the scheduled sessions must be canceled, the School's sole remedy shall be either a mutually agreeable "make up" date(s) or a full refund of payments received for session(s) not conducted.

G. The School reserves the right to alter the scheduled session(s) in the best interest of the School by giving appropriate notice to the Licensee. This Agreement is personal to the Licensee, and the license may not be assigned or used by any other person or

party without the prior written consent of the School. Should written permission be granted, a separate contract will be issued requiring all elements listed herein.

H. The terms and conditions of this license may not be changed or amended orally but only by an agreement in writing, signed by the parties hereto.

I. The Licensee's use of the School's facilities during hours not explicitly specified in the License Agreement shall not conflict with the academic schedule of the School. Should a conflict arise, permission to use the facility in question shall be granted to the School' academic program or department requesting its use.

J. Written approval of all advertisements referring to this license must be obtained from the School prior to publication.

K. This license may be revoked by the Licensor for cause without prior notice.

L. This license may be terminated by the Licensor upon 30 days written notice to the Licensee.

M. **Assumption of Risk**: The undersigned assumes all risks which are foreseeable and involved with or arise out of the use of the equipment or facilities, the activity itself, the acts of others, or the unavailability of emergency care.

N. **Renter Responsibilities**: In order to maintain a safe and secure environment within the building and on the grounds of The Waldorf School of Garden City, all renters and renting organizations must require that their event participants comply with the Rules, Regulations and Responsibilities for our school as outlined below. Please read each of these requirements carefully and share them with your group as you deem appropriate.

- **All Renters must** schedule a meeting with a school official to review the School's emergency procedures, prior to the day of your event.

  Basic Security Procedures:
  1. Prior to using the building, please identify the outer entrances and inner rooms and restrooms that will be used.
  2. Know the location of first aid kits and defibrillators, fire extinguishers and nearest hospital.
  3. As all doors to the school must remain locked, please designate a member of your group to monitor and open doors for your participants. NO UNATTENDED DOOR PROPPING ALLOWED.
  4. Make sure all potential and designated fire exits (windows and doors) are kept clear.
  5. Please make sure your group stays in the areas that you have arranged to use.
  6. Be courteous and make others using the building during your scheduled time aware of your departure time, who is securing the area and decide who will lock-up any shared spaces.

- **All Renters must** be responsible for the security of participants and the school during the event. Please provide an individual who will be responsible for monitoring all persons entering and exiting the building during and its related set-up and clean-up, including the securing of all entrances used by the group before leaving the premises. We strongly recommend that two people be responsible for evening security by completing the lock-up procedures and walking to their cars together.
- **Renters sponsoring athletic events** must have at least one designated person who carries a current **CPR and AED certificate**. *Evidence of certification must be provided with your completed lease agreement.*
- **Renters who access the kitchen** must have at least one person who carries a current **Food Handler certificate** and one person with current training in the **Heimlich maneuver**. *Evidence of certification must be provided with your completed lease agreement.*
- **All Renters must** park only in designated parking spaces. Vehicles may not be parked on the grass or in the handicapped parking spaces (delineated in blue) without the appropriate permit.
- **All Renters must** adhere to the campus-wide smoking ban, in the building and on the grounds. Alcohol and illegal drugs are prohibited.
- **All Renters must** respect School property. Be sure any equipment used is returned to its proper place. All windows must be closed and all lights turned off upon leaving.
- **All Renters must** use the recycling and garbage bins and deposit trash accordingly. All areas of the School used must be left in a clean condition.
- **All Renters must** obey all traffic signs located throughout the property.
- **All Renters must** supervise their students/participants at ALL times.
- **Renters and their guests must** never wear cleats inside the building at any time.

_____	_____
Licensee Representative	*Director of Finance*
_____	_____
Date	*Date*