



BROOKLYN FRIENDS SCHOOL

AGREEMENT FOR FACILITY LICENSE

Agreement made this _____ day of _____, 20___, between Brooklyn Friends School (“BFS”) and (User Name).

WHEREAS, Brooklyn Friends School is the owner of certain premises and facilities at 375 Pearl Street on which it operates an educational institution, (hereinafter “BFS” or “School”); and (User Name) (User’s Address) and

WHEREAS, (User Name) wishes to use certain facilities of the School for (Specific Use) (“Event”) on the following date(s) and time(s): (Date); (Timeframe), for a total of (Number of Services) rental dates .

NOW THEREFORE, the parties mutually agree as follows:

1. BFS hereby grants a license to User to use the following described facilities (“Facilities” or “Licensed Premises”) on the terms and conditions set forth below: [SPACE], together with entrances/exits to the School, hallways required for ingress/egress, restrooms, [Elevator/Other]; .
2. (User Name), through its representative, has toured and inspected the facilities to be used, or has otherwise satisfied itself as to the suitability and safety of said facilities for its purposes, and is satisfied and agrees to accept said facilities in its “as-is” condition.
3. (User Name) shall pay BFS a license fee in the amount of \$Total Fee, one third of which is due upon signing this Agreement, the remainder according to the attached schedule. User may cancel this Agreement and seek a refund of the License Fee no later than one week prior to the rental date, after which the License Fee shall be non-refundable. Unless otherwise specified in this Agreement, (User Name) will be completely responsible for the provision of all speakers, monitors and other services to be provided for at the Event. If User reasonably requests BFS to provide services, and BFS agrees, User shall pay BFS all costs for such services, which shall be billed to and reimbursed by the User at BFS’s standard rates. BFS has no responsibility for the content, quality, conduct or supervision of the Event or User’s employees, agents, contractors, licensees, guests and invitees.
4. In the event that (User Name) sells, provides or arranges to sell, provide any goods, services or performance for its participants or the public for which any federal, state or local sales tax is required to be imposed or collected, (User Name) agrees that it shall have the complete obligation for the collection and payment thereof and (User Name) promises to indemnify, defend and hold BFS harmless from any responsibility or liability for payment of any fees, taxes, penalties or interest. The User warrants that no music, literary or artistic work or property protected by copyright will be performed, reproduced, or used in connection with its activities at the Facilities unless the User, its employees, agents or contractors have obtained permission from the copyright holder or have obtained appropriate licensing to use such works.
5. The User shall not use BFS’s name or trademark in its advertising in such a way as to suggest that BFS is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except to identify BFS’s address as the location of same. The User must conspicuously disclose to all attendees that the Program is not sponsored or controlled by, or otherwise affiliated with BFS.

6. BFS shall not be responsible for any loss of property/possessions due to fire, theft or any other cause unless such occurs solely as a result of the gross negligence or intentional misconduct of BFS, its agents or employees. However, even in the event of such case, insurance of (User Name) shall be primary over any BFS responsibility.
7. (User Name) agrees that if BFS or any of its agents, employees or students should receive or handle on behalf of (User Name) any property of any kind delivered to the school or placed in BFS custody at any time that this is solely as an accommodation for (User Name). Neither BFS nor such others shall be liable for any loss, damage, injury, destruction or theft of such property.
8. In addition to Workers Compensation and other statutorily required coverage, (User Name) shall obtain and keep in force, at its sole cost and expense, comprehensive general liability insurance, including contractual coverage, from an approved insurance company authorized to do business in New York State, naming BFS as an additional insured. Such policy shall insure against liability in connection with all activities of User and its employees, agents, contractors, licensees, guests and invitees at the Facilities, including for personal injuries (including death) and property damage (including liability for damage to property of BFS) in amounts of at least One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Five Hundred Thousand Dollars (\$2,500,000) in the aggregate. (User Name) shall deliver to BFS a signed copy of this Agreement, along with a copy of the Certificate of Insurance in effect for the period in question. (User Name) warrants that its insurance shall be primary over any other insurance that BFS might have available to it. The insurance shall provide for immediate notice to BFS a signed copy of this Agreement along with a copy of the Certificate of Insurance.
9. (User Name) hereby agrees to defend, indemnify and hold harmless BFS, its officers, trustees, agents, employees and students from any and all claims or demands whatsoever, including associated costs, expenses and reasonable attorneys' fees, arising out of the User's use and/or occupancy of the Licensed Premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death, whether in or about the Licensed Premises, that may be asserted by User's employees, subcontractors, and agents; employees of User's subcontractors or agents; User's guests, invitees and participants; or any other persons; for loss, damage, death, or injury to persons or property arising in any manner out of or incident to User's utilization of the Facilities and/or User's performance or nonperformance of this Agreement. (User Name) acknowledges that as a condition precedent to the execution of this Agreement by BFS, (User Name) agrees that it shall have no cause whatsoever against BFS, except that which may result solely from the acts of BFS.
10. (User Name) and its employees, agents, contractors, licensees, guests and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of the Licensed Premises. The User and its employees, agents and contractors shall obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies.

(User Name) shall be responsible to ensure that its employees, agents, contractors, licensees, guests and invitees abide by all BFS rules and regulations, a copy of which has been provided to User.
11. (User Name), its employees, agents, contractors, licensees and invitees shall not:
 - A. Injure, damage mar or deface the Licensed Premises or BFS property, nor make or allow to be made any alterations of any kind.



- B. Overload or cause to be overloaded any wall, floor, ceiling, stage, electric wiring or circuitry or other BFS property, or exceed the maximum permitted occupancy of the Licensed Premises.
 - C. Do or cause any act to be done which will injure or harm any person or persons.
 - D. Cause or permit others to cause the use of alcohol (unless permitted by BFS with location and conditions specified in this Agreement or a written addendum thereto) or illegal substances.
 - E. Post any signs on the School without prior written approval or affix any attachments to BFS property.
 - F. Allow any animal or pet of any nature (with the exception of seeing-eye dogs) to be brought in the Facility.
 - G. Move any furniture or equipment from room to room or building to building without permission.
12. At the end of the Event or the termination of this Agreement for any reason whatsoever prior thereto, (User Name) shall quietly and peacefully vacate the Licensed Premises and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Premises so that the Licensed Premises are in the same condition as at the commencement of the Event, ordinary wear and tear excepted. Any property or items of User or its employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by BFS as it sees fit in its sole discretion, at User's expense. User agrees that BFS shall have no liability for any disposal of property that is deemed abandoned. Repairs caused by negligence or abuse of the premises shall be at (User Name) expense.
13. Neither party shall be liable to the other party for failure to perform any of the terms and conditions of this Agreement when such failure is attributable to or caused by an act of God, by the government taking possession of the School or other government rules, regulations or actions, including but not limited to war, strikes, riots and/or civil disorder or other major force not under the control of such party. However, if BFS cannot perform, it will either refund all fees prepaid, or on a pro rata reasonable basis for actual use.
14. A material violation of this Agreement by User Name shall allow BFS at its option to declare (User Name) in breach of this contract and cause (User Name) and all persons connected with such use, to promptly leave the School. In this circumstance, there shall be no refunds made by BFS and no abatement of moneys due and owing under this Agreement.
15. This Agreement is not assignable by either party.
16. Any notices, consents or approval required or permitted hereunder shall be properly given in writing and delivered in person or by registered or certified mail, return receipt requested, addressed to the following:
In the case of BFS to:

David Kleiser – Brooklyn Friends School
375 Pearl Street, Brooklyn, New York 11201, (718) 852-1029, ext. 201

In the case of (User Name) to:
(Contact Name,)



(Address, Telephone Number)

17. This Agreement is not intended to create nor shall it be construed as creating a joint venture, partnership, or any other relationship, than a lease or permit to use.
18. Delay or failure of either party to assent or exercise any right, remedy or privilege hereunder shall not constitute a waiver of any such right, remedy or privilege. To be effective, a waiver must be in writing and shall be effective only in the specific instance for which given
19. This Agreement consists of the entire understanding between parties and may not be modified or amended orally, but only by an instrument signed by authorized representatives of both parties (excluding email).
20. User agrees that BFS's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Agreement.
21. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part thereof.
22. This Agreement shall be governed by the laws of the State of New York, and any action brought relative to this Agreement shall be in the Supreme Court, Brooklyn, New York.
23. (User Name) shall guarantee through its contractual representative, (Contact Name), responsible adult supervision at all times, to ensure that:
 - The BFS computers will not be used or tampered with.
 - The windows are closed and secure upon departure of the school supervisor.
24. (User Name) shall provide, in attendance, at least one supervisor/representative who is certified in the administration of CPR and is AED certified.
25. (User Name) shall provide to the front desk the names of the participants and coaches who represent the User's organization.

Your signed copy of the contract is acknowledgment that the (User Name) Organization accepts all conditions listed in this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective, duly authorized representatives as of the date first above written.

For: Brooklyn Friends School

For: (User Name)

By: David E. Kleiser
Title: CFO

By: (Contact Name)
Title:

Signature

Signature

Date

Date



**Please sign both copies of the Agreement and return both to BFS. A signed copy will be returned to you*

PAYMENT TERMS

| Date | Amount |
|----------------|---------------|
| Payment 1 Date | Payment 1 Amt |
| Payment 2 Date | Payment 2 Amt |
| Payment 3 Date | Payment 3 Amt |

1. (Renter Name) shall obtain and keep in force, at its sole cost and expense, comprehensive general liability insurance, including contractual coverage, from an approved insurance company authorized to do business in New York State, naming both BFS and (Renter Name) as insured for the period of time of rental from the arrival of anyone connected to the rental to the departure of the last person. Such policy shall insure against liability for personal injuries, including death and for property damage, including liability for damage to property of BFS in amounts of at least One Million Dollars (\$1,000,000.00) for any one occurrence. (Renter Name) shall deliver to BFS a signed copy of this Agreement, along with a copy of the Certificate of Insurance in effect for the period in question. (Renter Name) warrants that its insurance shall be primary over any other insurance that BFS might have available to it. The insurance shall provide for immediate notice to BFS a signed copy of this Agreement along with a copy of the Certificate of Insurance.

(Renter Name) hereby agrees to defend, indemnify and hold harmless BFS, its officers, trustees, agents, employees and students from all claims for bodily injury or property damage arising from or out of the presence of (Renter Name) including its employees, agents, representatives, guests and others present because of (Renter Name)'s activities in or about BFS including entrances, lobbies and exits of its property, the sidewalks, streets and approaches adjoining the School or any portion of the School used by anyone in connection with the classes or event. (Renter Name) shall be responsible for all costs of defense, including reasonable attorney's fees, and shall pay all fines or recoveries against BFS. (Renter Name) acknowledges that as a condition precedent to the execution of this Agreement by BFS, (Renter Name) agrees that it shall have no cause whatsoever, except that which may result from the acts of BFS.