Agreement between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Yale University

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Sponsoring Organization] agrees to use \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Venue] located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Street Address] in New Haven, CT, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_[date], from \_\_\_\_\_\_ until \_\_\_\_\_\_ [am/pm] for a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Event] and pay a total of $\_\_\_\_\_\_\_\_\_\_ [Total sum] contingent upon the following:   
  
FEES

1. $\_\_\_\_\_\_\_\_ will be billed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Sponsoring Organization] and include:

\_\_\_ room rental

\_\_\_ entertainment/DJ

\_\_\_ staff (security/bartenders)

\_\_\_ all refreshments [including/excluding] alcoholic beverages

\_\_\_ clean up

\_\_\_ and all gratuities

1. OPTIONAL (Strike if not applicable): $\_\_\_\_\_\_\_\_\_ worth of ticket receipts will be used to cover alcohol expense and this charge will be invoiced separately from part I. (This arrangement is optional and is at the discretion of the Sponsoring Organization.)

ADMISSION AND ALCOHOL

1. Sponsoring Organization will provide Venue with a list of students who are 21 and over. This list will be used by their security personnel to check students at the door for admission and to administer bracelets to of students of drinking age. Venue is responsible for checking all students for appropriate identification and otherwise complying with all applicable Federal and State laws and regulations.
2. OPTIONAL (Strike if not applicable): Venue will serve an open bar from \_\_\_\_\_\_ to \_\_\_\_\_\_ am/pm.

INSURANCE COVERAGE

Prior to signing this Agreement, Venue must provide a certificate of general liability insurance with limits no less than $1,000,000 combined single limit per occurrence with Yale University listed as additional insured, proof of liquor liability insurance in an amount no less than $1,000,000 and documentation to Yale University Office of Risk Management, P.O. Box 208253, New Haven, CT 06520-8253 (or fax to 20-432-5432). If insurance is cancelled or revoked, Venue must provide notice of same immediately and event will not take place unless and until written proof of required coverage is provided to the University.

INDEMNIFICATION

Venue agrees to defend, indemnity release and hold harmless Sponsoring Organization, Yale University, and its trustees, directors, officers, employees and agents, from and against any and all loss, cost, expense, liability, suits, or claims made or threatened, or damage, including without limitation, all reasonable attorneys’ fees and court costs, resulting from any injury, disability or death, or from any loss or damage to person or property, arising out of or in any manner connected with Event, except to the extent arising from the gross negligence or willful misconduct of Sponsoring Organization. Notwithstanding the foregoing indemnification obligations, the indemnified parties shall have the right to choose their own counsel and control the defense or settlement of any negotiations or proceedings related to the events described above.

CERTIFICATE OF OCCUPANCY

Prior to an event, Venue must provide and/or have on file with Yale University a Certificate of Occupancy that includes a statement of a passing inspection by the New Haven City Fire Marshal’s Office. The event will be cancelled and no fees would be due if Venue does not provide this documentation prior to the event.

FORCE MAJEURE

Should any act of God, nature, riot, war, or other such circumstances make it impossible for the parties to fulfill their obligations under this agreement, they shall be released from their obligations under this agreement without penalty and any deposit paid to Venue shall be promptly returned.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and, except as set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by the parties to this Agreement. This Agreement shall prevail over prior communications between the parties or their representatives concerning the matters contained herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Venue representative authorized to sign]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Venue]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procurement Services

Yale University