SMITH COLLEGE CONTRACT

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 _______ (hereinafter “Client”).

College confirms that it will provide services to Client from ________________, 2014 for Client’s ________________ (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.

To guarantee the reservation, a deposit of 50% of the total charges on the Initial Estimate attached is due with this signed Contract on or before ____________, 2014 and is non-refundable after 30 days prior to Program start date.

At the completion of the Program, a final invoice is prepared within 60 days 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. Please submit requests for additional spaces or services not specified in the enclosed estimate to reserve these spaces/services and obtain pricing.

Alcohol and smoking are prohibited in Smith buildings. Food and beverages are prohibited in ALL classrooms. Client is responsible for ensuring that each Participant undertakes good care and proper use 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. As between the College and Client, Client remains solely responsible for the actions and wellbeing of its Participants.

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 or the Program, 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, including the Program.

General Liability coverage is required for everyone renting space at College, covering the actual dates and times of the event(s), 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

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.

A map of accessible parking spaces across campus is available from Public Safety by calling 413-585-2490. Individuals with state issued disability plates or placards may use these spaces.

A pay text telephone (TTY) for public use is available on the lower level of the Campus Center near the elevator. 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.

Camp License
If Program participants are primarily 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 stating that the Program is not considered a Camp under the 105 CMR 430.020 Recreational Camps for Children.

Cancellation
If Client cancels prior to 60 calendar days before program start, immediate payment shall be made to College equal to the total of all non-recoverable costs. If Client’s written notice of cancellation is received by College less than 30 days prior to program start, Client agrees to pay College 50% of total fees and charges stated in this Contract based on the minimum guaranteed attendance.

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 are listed on Addendum 1 attached, which must be signed by both parties. It is understood and agreed that e-mail 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.

**Logos and Trademarks**
No party to this Contract shall, without express written consent in each case, use any 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”.

**Program Content**
If the Program is being promoted to children or teenagers, the content of the program must be age-appropriate.

**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 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:

<table>
<thead>
<tr>
<th>College:</th>
<th>Client:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peg Pitzer</td>
<td>Phone: (413) 585-2892</td>
</tr>
<tr>
<td>Events Management Office</td>
<td>Fax: (413) 585-6990</td>
</tr>
<tr>
<td>51 College Lane</td>
<td>E-mail: <a href="mailto:summer2@smith.edu">summer2@smith.edu</a></td>
</tr>
<tr>
<td>Northampton, MA 01063</td>
<td></td>
</tr>
</tbody>
</table>

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 terms.

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 Summer Conference Services Manager at 51 College Lane, Smith College, Northampton MA 01063 by __________, 2014:

• Signed and initialed Contract
• Signed Initial Estimate
• Deposit check
• Certificate of insurance
• Copy of 501(c)3 letter

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

Signed as a sealed instrument,

For Client

________________________________________  ______________________

________________________________________  ______________________

Date

For College

Peg Pitzer  
Director, Events Management  

________________________________________  ______________________

Date

Attachments:
Initial Estimate
Addenda
1 Changes
A Athletics Facilities
C Computer Resources
D Dining and Catering
E Emergency Procedures
H Housing
O Other Services and Agreements
S Sage Hall
V Vendor Operations

2014CLIENT  Initial ______
ADDENDUM 1
Additional Terms and Changes

As of (date):

1.

• Deposit percentage and timing?
• Damage deposit?
• Cancellation fee?

For Client

________________________________________

____________________

Date

For College

________________________________________

______________________________

Date

Peg Pitzer
Events Management Office

2014CLIENT

Initial ______
ADDENDUM A
Athletics Facilities

Usage
The Athletics complex includes two gyms, 5 squash courts, pool, 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 available for the entire group of Participants only, not a part thereof
- Is subject to a minimum fee of $5.00 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, outdoor 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)

Pool
College policy is that there must be one lifeguard for every 20 people in the pool. If a group of more than 20 wants to use the pool, the request must be made in advance and an additional fee will be charged for additional staffing.

Boathouse
The Boathouse may be reserved during closed hours subject to:

- Rental request in advance
- Availability of the facility and staffing
- Payment of associated use and staffing fees

Reservation includes private use of the Boathouse facility and bathrooms, canoes, kayaks, lifejackets and paddles. Instructional staff is included. The minimum age is 4 years old and there must be at least one adult for every 3 children. The size of the group may not exceed 30 in total or 10 children under the age of 12.

Climbing Wall
The Climbing Wall may be reserved during closed hours subject to:

- Rental request in advance
- Availability of the facility and staffing
- Payment of associated use and staffing fees
- Execution by each participant of a waiver of liability

Reservation includes private use of the Fitness Studio and stereo, climbing wall, ropes, harnesses, and shoes. Instructional staff is included. Children must be at least age 5 and weigh a minimum of 40 pounds. Children should bring sneakers. Adults can use Smith climbing shoes (socks are required). The size of the group may not exceed 25 in total.
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 electronic devices such as PDAs, cell phones, and digital cameras; network file storage; electronic mail (e-mail); 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 include but are 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 e-mail, 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 e-mail 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 e-mail 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, e-mail, 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 Executive Director of Information Technology Services with appropriate consultation must review and approve in advance any request for access to the contents of electronic files 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 the college's:
- Copyright Policies
- Copyright and the Classroom
- Electronic Mail Policy
- Wireless Network Policy
- Procedures for Notification of Copyright Infringement under the Digital Millennium Copyright Act
- Appropriate sections of the Student Handbook and Staff Handbook.

Approved by ITCC, February 12, 2008
ADDENDUM D
Dining and Catering

A minimum guarantee in writing of Participant numbers for meals and catering must be provided 30 days prior to the start of the program. An additional deposit will be required if the updated count is greater than 10% above the count provided by Client for the purpose of this initial estimate. A final update is required no later than 15 days prior to the program start. Forms for 30-Day and 15-Day Counts will be provided in a subsequent mailing for this purpose. The program charges will be a minimum of the guaranteed number of Participants stated in the 30-Day Count. The number of Participants in the 15-Day Count may be higher, but may not be lower than the number on the 30-Day Count. Should attendance increase, the College will invoice Client accordingly. A complete list of names, including both residential Participants and commuters, must be sent to the Summer Conference Services 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:

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

Dining Services staff 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 Conference Services 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 OneCards that are programmed and must be presented at each meal. Cash is also accepted at the dining halls for any meals. All OneCards must be returned to the Summer Conference Services office. There will be a $20.00 charge added to the final bill for each OneCard not returned within 72 hours of check out. Lost cards present security risks to Client’s and other participants and mandate prompt reprogramming for the safety of all.

**Dining Services Manager:**
Name ____________________
Phone ____________________
E-mail ____________________

2014CLIENT Initial _____
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.

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

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

Medical Facilities
The Cooley Dickinson Hospital, located one mile north of College at 30 Locust Street (Route 9), is available for emergency care. OnCall Urgent Care is located two blocks north of the hospital at 6 Hatfield Street and is available for non-life-threatening illness or injury. Participants are responsible for their own transportation as well as all applicable fees for services received.

H1N1 Influenza Information
College has a plan to ensure that the campus is prepared to respond effectively and appropriately to any H1N1 cases that emerge. For additional information, visit http://www.smith.edu/influenza/.

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 telephone and electronic mail. Events Management 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 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 telephone number to contact in the event of an emergency.
4. Have a cellular telephone, provide the number to the Summer Conference Services 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 OneCards and may choose to supply them to Participants.

2014CLIENT Initial _____
ADDENDUM H
Housing

Cost:

A minimum guarantee in writing of residents must be provided 30 days prior to the start of the program. An additional deposit will be required if the updated count is greater than 10% above the count provided by Client for the purpose of this initial estimate. A final update is due no later than 15 days prior to the program start. Forms for 30-Day and 15-Day Counts will be provided in a subsequent mailing for this purpose.

The program charges will be based, at a minimum, on the number of Participants stated in the 30 Day Count. The number of Participants in the 15-Day Count may be higher, but may not be lower than the number on the 30-Day Count.

Due to College’s fixed costs, the total price and the estimated per-person-per-day rate may increase with an additional house and/or a different (higher or lower) number of Participants. This estimate is based on ____ house with ____ residents. Request pricing for other assumptions, if necessary.

• **Smoking and alcohol are prohibited in all rooms and residences.**

• **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 $2.10 per pillowcase.

• **Cards and keys** for access to the residence house and rooms will be provided by the Summer Conference Services office. Client is responsible for distribution and collection of cards and keys. All cards and keys are to be returned to the Summer Conference Services office. A card or keys not returned will be charged at the rate of $20.00. **Cards and keys not returned within 72 hours of check-out are deemed lost and are charged to Client on the final invoice.** Lost cards and keys present security risks to Client’s and other participants and mandate prompt reprogramming and core changes for the safety of all.

• **Room assignment, including emergency contact information,** is required with the 15-Day Count.

• **Roster:** A complete list of names of all persons associated with Client’s program on campus is required with the 15-Day Count.

• **Supervision of youth programs:** If Client’s program includes youth, 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 10:00 a.m. and **check out time** is no later than 12:00 p.m.
• **Accessibility:** Most of the residence halls, due to their age, are not accessible. Client must inform College at least 60 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. If timely notice is not provided, College may not be able to accommodate the request.

• **Housekeeping 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.**

• **Fans** are available, and 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.

• **Telephones** are located in each residence room and are programmed for basic service that includes access to local, on campus and toll-free calling. Long distance calling is available only with a pre-paid card or calling card with toll-free access. Information on telephone extension numbers and requests for voice mail service will be provided in a subsequent mailing.

• **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 other than that provided by College’s Dining Services or with special consent by this office. Dorm kitchenettes and 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 animals that are required for assistance with special needs.

• **Personal items** left in rooms and residence halls are not the responsibility of College.

**Building Services Manager:**
Name Linda LaFlam
Phone (413) 585-2457
E-mail llflam@smith.edu

2014CLIENT Initial ______
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 Summer Conference Services office 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. Forms will be provided in a subsequent mailing.

Signage
All non-college temporary signs, banners, decorations and other display materials at events on College property must be approved by the Events Management Office (EMO). All materials must meet State Fire Code provisions and City of Northampton regulations. The plan for exterior postings must be provided to the EMO 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, and familiarize Participants with these specific areas. There is no charge for campus parking. However, it is expected that Participants receiving tickets will pay the fine prior to departure. If tickets are not paid, these fees will be added to Client’s final invoice.

Welcome Packets
Client will be given at arrival reference guides, campus maps, house, room keys and OneCards as applicable, parking permits and other materials about College and Northampton. Room keys and OneCards must be returned to the Summer Program Office to avoid penalty fees. Client is strongly encouraged to return other materials for use by subsequent clients.

Registration
Client is responsible for program registration. Please provide one complete registration packet to the Summer Conference Services office.

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

Media Consent
Client grants College permission to photograph and/or record likenesses and voices using video, audio, photographic, digital, electronic or any other medium (collectively referred to as ‘the recordings’) as part of participation in the Program. Client acknowledges that all rights, title and interest to the recordings belong to College. College may also use, reproduce, exhibit or distribute in any medium (e.g. print publications, video tapes, CD-ROM, on-line, podcasts, transcripts) these recordings for any purpose that College, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. These recordings will be placed in College’s archives.

2014CLIENT

Initial ______
ADDENDUM S
Conditions for the Use of Sage Hall:
Sweeney Concert Hall and Earle Recital Hall

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). Violation of these regulations will result in charges and/or denial of permission to use Sage Hall facilities.

1. The hall must be used and 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. 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.

5. 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.

6. Concert pianos must remain covered when not in use. They must not be sat upon or otherwise abused.

7. Lighting set-ups must not be changed.

8. Electricity is expensive. Client agrees to not use unnecessary lights and to turn off lights when through with hall.

9. 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.

10. The shades in Sweeney Hall are delicate and do not work well. Do not try to adjust them. If Client wishes them to be drawn or raised, ask the custodian to do it. Be aware that it is not always possible to adjust the shades.

IMPORTANT: SHOULD THE SPACE NO LONGER BE NEEDED, PLEASE NOTIFY THE MUSIC DEPARTMENT IMMEDIATELY SO THAT IT IS MADE AVAILABLE FOR OTHER USE.

CLIENT
Initial ______
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, safe keeping and storage of all of its merchandise, paperwork, receivables, cash and property of any kind.