**Template Event Letter to Third Party Facility Users**

This template can be used by departments who are authorized to permit third parties to use their facilities and do not have to go through Conference Services to make the arrangements. **It is strongly recommended that if the department is collecting a fee for the use of the facility that they work with Conference Services and use a more formal agreement.** Departments should check with Conference Services if there is any question as to whether or not they are authorized to permit third parties to use their facilities.

**Please note: this IS a contract**. It must be signed in order to be valid. Do NOT permit the event without the signed agreement. Additionally, the department responsible for the contract is responsible for collecting and maintaining the certificates of insurance.

Pagination “Page 1 of 2” is recommended for the letter, perhaps in the header on page 2. Be sure to delete all comments and instructions when preparing the final agreement, as well as all text above the double line.

**[Event Holder Contact Name]**

**[Event Business if Applicable]**

**[Street Address]**

**[City, State, Zip Code]**

Re: **[Name of Event]**, **[Date of Event]**, **[Event Holder Name]**

Dear **[Name]**:

This is an agreement for your event and confirmation that you will be holding your **[name of]** event on the Smith College campus on **[date]** from **[time]** to **[time]**, at **[name of facility/ies]**. The College is providing the facility/ies **[free of charge]** to your organization. Please have one copy of this letter signed by an authorized person, and return it to **Conference Services Office, 51 College Lane, Northampton, MA 01063** no later than **[date]** with the requested certificate(s) of insurance.

In consideration of the value of the facilities provided, the **[Event Holder Name]** will, to the fullest extent permitted by Law, indemnify, defend and hold harmless Smith College, including its current and former trustees, officers, directors, employees, volunteers, 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 its operations or services, or any act, omission, claim or loss of any of its employees, agents, volunteers, participants, guests 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.

Additionally, **[Event Holder Name]** will provide the College with a certificate of insurance verifying the following insurance with these minimum limits of liability:

* Auto Liability - $1,000,000 CSL (including owned, non-owned and hired vehicles)
* General Liability - $1,000,000 CSL per occurrence / aggregate -- including products liability and $5,000 emergency medical
* Workers Compensation – Statutory
* Employers Liability - $500,000/$1,000,000/$500,000

If **[Event Holder Name]** carries higher limits, such limits must be shown on the certificate. In addition, **[Event Holder Name]** is required to add the College to its General Liability and Employers Liability insurance policies with the following wording "The Trustees of Smith College, including its current and former trustees, officers, directors, employees, students, volunteers, agents, and assigns is added to this policy as additional insured." Certificates must be filed with the College before **[Event Holder Name]** will be permitted on campus. This insurance requirement shall not be construed as limiting in any way the extent to which **[Event Holder Name]** 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 or has assumed liability.

If the College incurs costs due to your event for services provided by College departments including, for example, set-up, clean-up, custodial services, catering, etc., charges will be made for the services provided.

The College accepts no responsibility whatsoever for any property brought to the Premises by **[Event Holder Name]** or any of your guests or participants, and will have no liability for any loss, damage, or destruction of property that may be sustained by you, **[Event Holder Name]** in connection with the use of College facilities, regardless of the cause of the loss.

If the College’s Premises are damaged by the act, default or negligence of **[Event Holder Name]**, or of your agents, employees, patrons, guests, or any other person admitted to said Premises by you, you agree to and will pay to the College upon demand the amount necessary to restore said Premises to their previous condition.

You agree to advise your employees, guests or participants to park in designated areas only, and will be responsible for any damage to lawns or other areas where your employees, guests or participants park without permission.

Any changes to the program, including significant change to the number of attendees, times, etc. must be communicated to **[Name of Smith Events Management Contact]** at the Smith College Events Management Office by **[date]**. Major changes may not be able to be accommodated. While it is not our practice to do so, the College reserves the right to cancel the event at any time for any reason.

Please let us know if you have any questions about your event.

*Etc., etc.*

Sincerely,

**[College Representative Name]**

Agreed to and signed as an authorized signatory

**[Event Holder Representative Name]**