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**UMDNJ**  
UNIVERSITY OF MEDICINE &  
DENTISTRY OF NEW JERSEY

For Legal Review

**CONTRACT APPROVAL FORM**

RECEIVED

JAN 14 2009

UMDNJ  
Office of Legal Management

Date: January 9, 2009

Vendor Name: Caldwell College

Requisition#: R 0180025

Contract#: C09-361

Bid/Waiver#: None

Buyer Scott McGowan

Comments: Facility Cost for 12 trainings  
Food Cost- February-December 2009

*ok for Prostate  
sign and initial in 2 locations*

*ms 1/14/09*



R0180025

**OFFICE OF CONFERENCE & EVENTS**

**9 Ryerson Avenue  
Caldwell, New Jersey 07006**

**CONTRACT DATE: December 2, 2008  
CONTRACT CONTACT: Ronda Marrimon  
ORGANIZATION: UMDNJ**

**PHONE NUMBER: (732) 235-9347  
ADDRESS: 151 Centennial Avenue  
Piscataway, New Jersey 08854**

This document represents an agreement between Caldwell College and UMDNJ for classes to be held from March through December, 2009. **One (1) original version of this contract must be returned to the Conference and Events Office**, at least two weeks prior to March 11, 2009 at which time this booking will be confirmed. If you do not send this signed contract prior to that date, the space will be released. Should you have any questions regarding this contract, please feel free to contact the Coordinator of Conference and Events, Nancy McGarrity at (973) 618-3594.

**TERMS OF RENTAL:**

Facility / Facilities	Dates	Time	Rates	Extra Services
Academic Lecture Hall	3/11, 4/22, 5/20, 6/23 7/23, 7/28, 8/18, 9/22, 10/14, 10/29, 11/12, 12/16	8:30 – 4:30 p.m. With the exception of April 22 <sup>nd</sup> 8:30 – 3:00 p.m.	\$225 Per Day	Audio/Video

Caldwell College may make its facilities available for rental or use subject to availability and approval by the College. To ensure the success of your event, these guidelines and policies must be followed:

**USAGE GUIDELINES AND POLICIES:**

- No alcoholic beverages are permitted on the premises. Smoking is permitted only in designated areas.
- Caldwell College must approve all outside vendors prior to the event.
- Prior to printing, Caldwell College requests that you submit a "proof" of your event/conference invitation for our review.
- Caldwell College reserves the right to refuse rental at its sole discretion. All fees are subject to change and modification at Caldwell College's discretion.
- Live music is permitted on campus, but Caldwell College must approve the location. Live music is subject to all city codes regarding decibel level, curfew restrictions, etc.
- Caldwell College Food Services Department is the exclusive caterer for all events held at Caldwell College.
- Additional charges will apply if a student technician is needed to operate AV equipment, if guest counts exceed original expectations or if damages occur.
- Rental charges are applicable to all groups (profit and non-profit). The fees cover expenses incurred by Caldwell College to execute your event including: room set-up, standard cleaning, heating/cooling, staffing, trash removal, emergency maintenance, electricity, water, rest rooms, supplies, etc.
- 50% of Rental Fee and all completed paperwork are required to reserve space.
- In no event shall any materials or equipment be allowed to block emergency exits in any of Caldwell College's facilities.
- Nothing may be affixed to any walls or other surfaces without prior written consent of Caldwell College.
- Unauthorized equipment may not be used in any facility area, i.e. spot lights, fog machines, specialized stage equipment, etc.
- Any materials being used during the event must be approved by Caldwell College, i.e. decorations, balloons, art supplies, etc.
- Regarding advertising, your organization (not Caldwell College) should be listed as the contact.

- For one-day conferences, events or programs, attendees are directed to park in the Main Parking Lot (see Campus Map & Directory) PARKING ON CAMPUS IS NOT GUARANTEED for events. Handicap arrangements need to be made in advance with the Coordinator.
- Caldwell College is not responsible for stolen articles.
- Any property damages incurred while using Caldwell College's facilities will be included on the final invoice.
- Caldwell College provides liability insurance for events sponsored by a University Department. Other organizations must submit a *Certificate of Liability Insurance*.
- All groups must pay New Jersey Sales Tax on food and meeting services. Sales tax is not levied on campus housing. However, if a group furnishes the proper *State Exemption Certificate* 30 days before event, tax will not be charged on meeting services. The State will not honor *Exemption Certificates* for the sale of food.

**DEPOSIT:**

Caldwell College requires a deposit of 50% of your total rental fee. Please make checks payable to Caldwell College. The deposit is due with the signed contracts. The remaining 50% as well as any additional charges will be invoiced.

**NAME AND LOGO:**

Nothing in this agreement shall be construed as conferring any right upon UMDNJ to use or otherwise reproduce any name, trademark, trade name, service mark, logo, symbol or design (whether or not registered) of Caldwell College for any purpose unless approved by Caldwell College. All printed material containing any name or trademark of Caldwell College should be forwarded to the Coordinator of Conference and Events Office for approval prior to distribution.

**LICENSE AGREEMENT:**

Req # R0180025

1. Insurance. Licensee shall, at its sole cost and expense, at all times during the Term of the license, maintain in force a policy or policies of insurance, written by one or more insurance companies authorized to do business in the state in which the Facilities are located with a financial rating of at least an "A" as rated in the most recent edition of Best's Insurance Reports, approved by Licensor, which will insure against liability for injury to or death of persons or loss or damage to their property occurring in or about the Facilities during the Term of the license. The liability under such insurance shall be not less than One Million (\$1,000,000.00) Dollars for bodily injury and property damage and One Million (\$1,000,000.00) Dollars excess umbrella. **On or before the Effective Date and thereafter during the Term, not less than fifteen (15) days prior to the expiration dates of said policy or policies, Licensee shall provide copies of policies or certificates of insurance evidencing the coverage required hereunder.** The aforesaid insurance limits may be increased or decreased from time-to-time by Licensor. ~~All policies of insurance shall name Licensor as an additional insured and shall provide that no material change or cancellation of said policies shall be made within thirty (30) days prior written notice to Licensor and Licensee.~~ INITIAL HERE
2. Indemnification of Licensor. ~~Licensee agrees to indemnify, defend, save and hold harmless Licensor and Licensor's officers, directors, agents, employees, successors and assigns (the "Indemnified Parties") from and against, and to reimburse the Indemnified Parties with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and expenses, court costs and costs of appeals) asserted against or incurred by the Indemnified Parties by reason of or arising out of the grant of the license to Licensee or Licensee's use of the Facilities.~~ INITIAL HERE
3. Licensor's Liability. Licensor shall not be liable to Licensee for any damage or injury to Licensee or Licensee's property, whether such damage or injury is direct, incidental or consequential, whether occasioned by Licensee's use or misuse of the Facilities, or whether such damage or injury is caused in whole or part by the negligence of Licensor. Licensor's maximum liability for failure to make the Facilities available to Licensee during the Term or for revocation of the license shall be limited to return of the License Fee (if any), unless the unavailability of the Facilities or the revocation of the License is caused in whole or part by the negligence or willful misconduct of Licensee, its officers, directors, agents, employees, members, patrons, successors or assigns, or for Licensee's breach of the Agreement.

Please indicate your acceptance of all terms and conditions by signing and returning this agreement within two weeks of the contract date.

**CALDWELL COLLEGE**

By: Randy Joe Savitz  
 Name:  
 Title: Coordinator of Conference and Events

**UMDNJ**

By: Francis E. Colford  
 Name:  
 Title: Vice President for Finance and Treasurer