

PART B

STANDARD TERMS AND CONDITIONS

- Term and Termination:** This Agreement will be binding upon execution and will terminate on the consummation of all contemplated obligations. Either party may also terminate this Agreement immediately if the other party fails to perform any of its obligations and such failure has not been remedied within three (3) days after notice has been communicated in writing to such party.
- Event Fee and Other Costs:** The balance of the Event Fee is due and payable as set forth on page one of this Agreement. College is authorized to charge to your credit card the following: the Deposit; the balance of the Event Fee; the cost of all business or food services set forth on the Event Confirmation Form; and any additional business or food services requested by you. The Event Fee covers the costs for: your use of the rooms, building spaces and equipment (collectively, the "Facilities"); and the business services and the food services listed in the Event Confirmation Form. The Event Fee does not include applicable taxes or any additional costs for additional rooms, equipment or business services not listed in the Event Confirmation Form. College will not be responsible for payment of any taxes in any way related to your use of the Facilities and you agree to pay to College on demand an amount sufficient to discharge any such taxes that may become due. If any amounts due under this Agreement (including, without limitation, the Event Fee, the Cancellation Fee, optional/variable costs or costs of damages) remain unpaid after thirty (30) days from their due date, you agree to pay, in addition to the balance due to College, a late payment charge equal to the lesser of 1½% per month, or the highest rate permitted by law, on the remaining balance until paid in full. Checks should be made payable to "Cuyahoga Community College" and mailed to the attention of Manager, Corporate Events, Corporate College, 4400 Richmond Road, Warrensville Heights, OH 44128.
- Deposit:** The amount of the Deposit set forth on page one of this Agreement must accompany delivery of a signed copy of this Agreement to College. No rooms will be booked or held for your Event unless the Deposit is paid. The Deposit is non-refundable. Failure to timely pay the Deposit or the balance of the Event Fee makes this Agreement terminable at the option of College without any liability or further obligation on its part.
- Cancellation Policy:** College is reserving the Facilities for use by you. If you cancel this Agreement, College will necessarily incur financial losses, including, for example, lost revenue from having turned away other groups. You may cancel an event date at any time on or before seven (7) days prior to the event start date without any additional liability to College; provided, however, if you cancel an event date less than seven (7) days prior to the event start date, you are responsible for payment of all event fees set forth in this Agreement and the Event Confirmation Form. The parties agree that these sums are not a penalty and represent a reasonable effort on behalf of College to establish its loss prospectively and represent liquidated damages.
- Use of the Facilities:** Subject to the terms and conditions of this Agreement, College hereby grants permission to you to use the Facilities. You will use the Facilities in a safe and careful manner and only for the purpose specified on page one of this Agreement. You will not conduct or permit any other use or subject the Facilities to any use that may cause damage. You may use the Facilities only during the hours specified in the Event Confirmation Form. You agree to take good care of the Facilities and to maintain and return them in as good of condition and order as they were prior to your use. College reserves the right, upon not less than 24 hours prior notice to you, to change the specified rooms or building spaces assigned to you in order to accommodate the needs of College. You will not make or permit to be made any alterations, additions or improvements whatsoever to the Facilities. You will not store or possess any hazardous substance at any College premise. Upon completion of your Event, you will remove all property and materials of you or your employees, invitees, guests and agents. Unless special arrangements have been made with College, any of your property left at College's premises for more than three (3) business days after termination of this Agreement will be deemed to be abandoned and become the property of College to be disposed of or utilized at College's discretion. If the Facilities are damaged or left excessively dirty, you agree to pay all costs of any damages, repairs or cleaning service upon receipt of an invoice from College. You will (and will instruct and require your employees, invitees, guests and agents to) comply with all applicable laws, ordinances, rules and regulations and all applicable policies and procedures of College, including without limitation, those relating to fire and safety, traffic and parking, solicitation or sales, alcoholic beverages or "no smoking." You will ensure that your employees, invitees, guests and agents conduct themselves in a manner so as not to disturb or interfere with any activities of College at the premises. No food or beverages may be brought onto College's premises without prior written approval of College. Leftover food may not be removed from the premises. College reserves the right to control and manage its premises and to enforce all policies and procedures necessary for the proper management and operation of its premises. If you breach this Agreement, then College may evict you from its premises.
- Use of Computer Equipment and Systems:** You will not install any software on College's computer equipment, or use any non-College software on any of such equipment, without the prior written approval of College. You assume responsibility for any and all losses and damages (including, without limitation, damage to computer equipment and systems, any loss of data, and special and consequential damages) arising out of or in any way related to the improper use of College's computer equipment, including, but not limited to, the unauthorized use of software and the installation of defective software by you or your employees, invitees, guests or agents.
- Service Marks:** The trademarks, service marks and trade names of College are the exclusive property of College. Any unauthorized use of College's trademarks, service marks or trade names is prohibited. You agree not to use any trademark, service mark or trade name of College in connection with any advertising, sales promotion, press release, or other public communication without the prior written consent of College. You agree to copy College's Contact Person on all mailings that include any trademark, service mark or trade name of College.
- Liability and Indemnification:** You agree to assume all risk of: damage to, or destruction, loss or theft of, any property of, you, College or any third party; and any injury or death in any way related to your use of the Facilities. You waive all claims against College. You will hold harmless and indemnify College and its trustees, officers, employees and agents from and against any and all actions, claims, costs, demands, expenses, losses and

liabilities (including without limitation, attorneys' and legal fees and other costs of defense) in any way related to the acts or omissions of you or your employees, invitees, guests or agents, or the breach by you of this Agreement.

9. **Insurance:** You represent and warrant that you have and will maintain in full force and effect general liability insurance that will cover any and all losses to your property, College's property, property of third parties or personal injuries caused by the acts or omissions of you or your employees, including coverage for blanket contractual liability, in amounts not less than \$1 million, combined single limit, written on an occurrence basis. Insurance carried by you will be primary and noncontributory to any insurance carried by College. You waive all rights of subrogation against College.
10. **Force Majeure:** Neither party will be liable for a breach of this Agreement if such party's performance is prevented or made substantially impracticable as a result of any Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means a war, act of nature, destruction of property, interruption of utility services, act of God, act of terrorism or the public enemy, civil disturbance, military action, action of a court or public authority, or strike or labor dispute. If a Force Majeure Event occurs, the party whose performance is prevented must promptly notify the other party of the existence of the Force Majeure Event.
11. **No Representations or Warranties:** You have examined the Facilities and agree to accept them in their "AS-IS, WHERE-IS" condition. COLLEGE DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. COLLEGE DISCLAIMS ANY IMPLIED WARRANTIES, PROMISES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE, WHETHER AS TO ANY OF THE FACILITIES (INCLUDING WITHOUT LIMITATION, THE FUNCTIONALITY OF COLLEGE'S COMPUTER EQUIPMENT OR SOFTWARE) OR ANY OTHER EQUIPMENT OR MATERIALS PROVIDED BY COLLEGE.
12. **LIMITATION OF LIABILITY:** IN NO EVENT WILL COLLEGE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, AND THE LIKE, INCURRED BY YOU IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF COLLEGE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLEGE BE LIABLE FOR DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT: (A) TO THE EXTENT THAT ANY DAMAGES ARE COVERED BY YOUR INSURANCE; OR (B) IN AN AMOUNT IN EXCESS OF THE LESSER OF: THE TOTAL AMOUNT OF COMPENSATION PAYABLE BY YOU UNDER THIS AGREEMENT; OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY YOU.
13. **General Provisions:** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Ohio without regard to its conflicts of law principles. You hereby irrevocably consent to the personal jurisdiction of, and exclusive venue for any legal proceedings or actions undertaken by, or on behalf of, you in, the state and

federal courts located in Cuyahoga County, Ohio. This Agreement will be interpreted neutrally, and not as if drafted by one party's legal counsel. No joint venture, partnership, employment, or agency relationship exists between you and College. College will not be deemed to have waived or modified any of the provisions of this Agreement except by a writing signed by its duly authorized representative. You may not sublet, sublicense, assign, transfer, encumber or dispose of your rights under this Agreement to any third party without the prior written consent of College. Any attempted sublease, sublicense, assignment, transfer, encumbrance or other disposal without such consent will be null and void. The rights and obligations of College under this Agreement shall inure to the benefit of and be binding on its successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any party other than you and College. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. All notices to College relating to any legal claims or matters must be made in writing to Cuyahoga Community College District, District Administrative Services, 700 Carnegie Ave., Cleveland, OH 44115-2878, attention: General Counsel, and will be deemed given as of the day they are received either by messenger, delivery service, or in the United States mails, postage prepaid, certified or registered, return receipt requested, and addressed to the party signing this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by a duly authorized representative of each party. In the event of a conflict between the provisions of Part B Standard Terms and Conditions of this Addendum I and any other provisions of this Agreement, the Event Confirmation Form or any attachment hereto, the provisions of Part B Standard Terms and Conditions of this Addendum I will control. No waiver by either party to this Agreement at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement does not constitute an offer by College and it will not be effective until signed by a duly authorized representative of each party. Sections 2-4 and 7-13 will survive any termination of this Agreement. This Agreement may be executed in multiple counterparts, all of which will be originals and which together will constitute a single agreement. Facsimile signatures will be considered original signatures.

I have read and understand the above said terms and conditions of this Agreement:

Signature: Authorized Representative of Entity

Date: