

RELEASE AND INDEMNIFICATION OF CLAIMS

This Release and Indemnification of Claims (the "Release Agreement") is given to Luzerne County Community College ("LCCC"), located at 521 Trailblazer Drive, Nanticoke, PA 18634, which owns and/or operates a building known as Educational Conference Center (the "Facility") for which _____ ("Client"), having an address of _____ desires to use solely for _____ purposes (the "Event").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Client hereby agrees as follows:

1. **License.** LCCC does grant a license to the Client for purposes of preparation for, conducting of and cleaning up from the Event (and for no other purposes whatsoever), which Event is to occur on _____, 20____. The Client agrees to comply with LCCC's policies with respect to the Event, which are attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Waiver and Release.** Client does hereby, for itself, its heirs, personal representatives, administrators, executors, successors and assigns (collectively, "Releasing Party") (a) acknowledges and agrees that Releasing Party will not be providing any goods or services for which LCCC, its successors, assigns, subsidiaries, affiliates, officers, directors, owners, representatives, employees, and agents (collectively, the "Released Parties") have agreed to or otherwise will be responsible, and (b) releases, forgives, waives and forever discharges LCCC and the other Released Parties from any and all claims, basis for claims, demands, suits, actions, causes of action, liabilities, complaints, damages, judgments, or any other loss or harm of any nature whatsoever (including, without limitation, claims for compensation for goods or services and also claims for attorneys' fees and expenses), arising directly or indirectly from Client's conducting of the Event at the Facility or on any other party of the property owned or operated by LCCC, or otherwise, including personal injury, property damage and/or death, whether known or unknown, foreseen or unforeseen, asserted or unasserted, and caused in any manner, except for the gross negligence or willful misconduct of LCCC, through the date of this Release Agreement and forever hereafter (collectively, "Claims" or individually, a "Claim").

3. **Indemnification.** The Client, for itself and all Releasing Parties, further, hereby agrees, at Client's expense, utilizing counsel reasonably satisfactory to the Released Parties and their respective insurance carriers, to defend, indemnify and hold harmless the Released Parties from and against any and all Claims. The Released Parties shall be permitted to cooperate in the conduct of any such Claim and in any negotiations and/or settlements thereof. The Client further agrees that any or all of the Released Parties may, at its/their option, jointly participate in the defense of any Claim at the expense of the Client, and in all cases, no Claim for which indemnification is sought shall be compromised or settled without the prior written consent of the Released Parties.

4. **Insurance.** At all times during which the Client is preparing for, conducting and cleaning up from the Event, the Client shall procure and maintain in force, at the Client's sole cost and expense, general liability insurance in the amount of \$1,000,000, naming LCCC as an additional insured and including an endorsement so indicating, including, without limitation, (a) such insurance as is reasonably necessary to protect the Released Parties from liability arising from or incident to the conducting of the Event at the Facility; (b) such insurance as is required under applicable law; and (c) any other insurance reasonably required by LCCC. Simultaneously with the execution and delivery of this Release, the Client shall furnish to LCCC Certificates of Insurance evidencing the insurance coverage, which shall provide for not less than thirty (30) days' written notice by the insurer to LCCC of any cancellation or material alteration of such insurance. In addition, the Client shall promptly notify LCCC of any cancellation or other material alteration in the amount or scope, of the insurance coverage required under this Section 4.

5. **Miscellaneous.** The Client acknowledges and agrees that the Client shall comply with applicable law and LCCC's policies and procedures during the time Client is providing services at the Facility. This Release Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, and any dispute related hereto shall be adjudicated in the Court of Common Pleas of Luzerne County.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Client has executed and delivered this Release and Indemnification as of this _____ day of _____, 20_____.

WITNESS/ATTEST:

CLIENT:

By: _____

Print (Name, Position, Organization)

EXHIBIT "A"

Educational Conference Center at Luzerne County Community College Catering and Facility Policies

Deposits and Payments

The Educational Conference Center at Luzerne County Community requires a \$200.00 deposit when booking facility space and/or food service. This fee is non-refundable unless the College is forced to reschedule/ cancel a function due to unforeseen circumstances. At the time of booking the following required documents must be submitted including ***Tax Exempt documentation (if applicable) and Liability Insurance***. All functions will be invoiced within 7 business days of the close of the function and payment is expected within 30 days of receipt. Payments may be made by either check or credit card. A \$100.00 fee will be added to the invoice monthly if not paid within 30 days of receipt. All food service items are subject to a 6% Pennsylvania sales tax fee.

Food and Beverage Policies

The Educational Conference Center at Luzerne County Community College requires that all functions use the College's Food Service for any refreshment needs. At no time will guests or event organizers be permitted to bring outside food/beverages into the facility. In addition, due to health and safety concerns post-function food service items will not be permitted to be removed from the building. All final/guaranteed food service guest counts are due 7 business days prior to the function. This number provided is the minimum that will be billed unless guest counts are higher than provided. Cancellations are required to be submitted 7 business days prior to the function. Cancellations less than 7 business days prior to the event will result in full charges for the guaranteed guest count.

****Please note that the Educational Conference Center is NOT a peanut or tree-nut free environment. We do process nuts in our kitchen which creates the potential for cross-contact and contamination.***

Service Standards

The Educational Conference Center at Luzerne County Community College and its staff take pride in providing high-quality, exceptional service and the freshest of food service choices. In order to achieve this goal, food service items will be available for guest consumption for 2 hours. Additional time may be requested and a refresh fee will be added to ensure item freshness.

Room Assignment/ Set Up

The Educational Conference Center at Luzerne County Community College reserves the right to assign and re-assign function space according to the number of guests expected. If guest numbers are lower than expected, a smaller yet suitable space will be provided. Typically, room set up times are a maximum of 2 hours prior to the scheduled function. If more time is needed, 48 hour notice is required. The use of confetti, streamers, artificial snow, glitter, silly string and items attached to the walls are prohibited. Damage to the facility and its contents will result in an additional facilities charge.

Catering and Facility Policies Continued

Drug and Alcohol Policy

The consumption or possession of alcoholic beverages on or about the campus at any time is forbidden. By state law, anyone under the age of 21 who purchase, or attempts to purchase, possesses, consumes or transports any alcoholic beverage is subject to a fine, imprisonment, or both. The possession, use or sale of illegal drugs is not allowed at any time on campus. Any members of the college community caught consuming, using, selling, providing, or possessing any illegal drug will be turned over to the local or state police for prosecution and may also be subject to dismissal from the college. The College's alcohol and drug policies, including disciplinary procedures and possible sanctions are further described in the College student handbook and policy manuals. Smoking is prohibited on all College property.

Firearms and Other Weapons

The possession or use of firearms, explosives, chemicals, and other lethal weapons on college property by unauthorized persons is strictly forbidden. Also prohibited are any CO2 and spring propelled guns. Individuals who have a permit to carry a concealed firearm may not bring the firearm on campus or to college sponsored events on or off campus. Only authorized on duty law enforcement or campus security personnel may possess a firearm on college owned property.

Emergency Situations

In the rare event that the Educational Conference Center must close due to an emergency situation, paid deposits will be refunded or applied to a rescheduled event.

Inclement Weather

When booking an event at the Educational Conference Center between the months of November and March, event organizers are strongly encouraged to select an alternative snow date. If an alternative snow date is not selected and a weather emergency is a possibility, the Educational Conference Center will do everything possible to reschedule your event within an appropriate timeframe for guests to be notified of the change. If the College is running on a Compressed Schedule, 8:00AM events and functions will begin at 10:00AM. If the College is closed on the date of the scheduled event, the Educational Conference Center will follow College policy and the event will be cancelled and rescheduled for a later date.

We look forward to planning your next conference, meeting or special event!

The Educational Conference Center at Luzerne County Community College
916 Conference Way Nanticoke, PA 18634
1(800) 377-5222 ext. 7476 or 7602
www.luzerne.edu/ecc