

Memorandum of Understanding

(Sample only: please modify as needed)

To:

From:

Date:

Subject: Agreement for use of the XX Facilities, Faculty of Fine Arts



1. DATES/HOURS OF ACCESS:

Dates:

Hours of usage will be limited to when the studio is monitored.

2. FACILITIES:

- _____ (location)
- Facilities are rented as is, without technical support or equipment, and use of facilities is restricted to the _____ area.
- Each Participant is required to clean the _____ Facilities after each working session.

3. ACCESS TO FACILITIES:

This project will be carried out in consultation with and under the direction of Professor _____, and the agreement covers the period noted above. Access is strictly for the purpose of participating in this project.

4. RENTAL FEE

\$ ___ per month

5. TERMS OF PAYMENT

Cash or Money Order made payable to York University upon signing of contract and prior to beginning this project.

6. CONDITIONS of USE:

The day-to-day schedule for the period that you will be using the facility will be determined by the area course schedule and in consultation with Professor _____. Access will be limited to the times that staff or a monitor is present. The Participant is authorized to access studio area and is not to bring or allow others into area at any time.

The Participant will:

- Have access to the facilities and equipment in the _____ facility for the designated (see under #2 Facilities) activities deemed acceptable by York University;
- be responsible for providing all materials used during the term of this agreement;
- be responsible for the repair or replacement costs due to any damage of equipment caused by or resulting from the Renter's use of facilities or equipment, and will sign a Damage Collection Policy Waiver agreeing to such;
- carry on activities in the Facilities in a reputable manner;

- exercise all due and reasonable care in the use of the Facilities and keep them at all times in a clean and tidy condition;
- observe and comply with all occupational, environmental, health, fire and safety laws and bylaws;
- not interfere with or compromise the activities of other authorized occupants;
- comply with all rules, regulations, policies, procedures and guidelines of York University;
- **Report any facility issues and/or incidents to the Technical staff and Facilities Manager, immediately: _____ (contact info of Facilities Manager)**
- **Security Urgent Matters: ext 33333 or 416-736-5333**
- **Non-Urgent: ext 58000 or 416-650-8000**
- **Facilities Emergency ext 22401**

7. LIMITATION of LIABILITY and INDEMNITY

The Department of Visual Arts, York University shall not be liable for any injury or damage, including death, to the Renter, or for the loss of or damage to the property of the Renter, in any manner based upon, occasioned by or in any way attributable to the Renter’s use of the Facilities under this Agreement, unless the injury, loss or damage is caused directly by the willful or negligent act or omission of the Department of Visual Arts, York University or any of its directors, officers, employees or agents while acting in the scope of their duties.

The Renter agrees to indemnify York University, its governors, officers, directors, employees, students, and agents, from and against all liability, claims, damages or expenses due to or arising out of (1) any act, omission or neglect in connection with the use of the Facilities by the Renter, or (2) due to or arising out of any breach by the Renter of the provisions of this Agreement to the extent not caused directly by the willful or negligent act or omission of The Department of Visual Arts, York University or any of its directors, officers, employees or agents while acting within the scope of their duties.

This contract will become null and void should any of the conditions be violated and can be revoked at any time without refund.

Agreed to and accepted per York University:

Name of Facilities Manager (Print)

Name of Department Chair (Print)

Signature of Facilities Manager

Signature of Department Chair

Date _____

Date _____

To denote your agreement with the terms and conditions outlined above:

Name of Renter (Print)

Address: _____

Phone: _____ Email: _____

Signature of Renter Date _____