

GEORGE MASON UNIVERSITY'S SMART LAB
Facilities Use and Services Agreement

This Facility Use and Services Agreement (“Agreement”), dated this _____ day of _____, 2013, (the “Effective Date”), is made by and between George Mason University (the “University”) and _____ (“Client”), a _____ for the purpose of expressly memorializing the intent, responsibilities and consideration of the parties with regard to utilization of the George Mason University Sports Medicine Assessment, Research & Testing Laboratory (“SMART Lab” or “Facility”). The University and Client are referred to individually as “Party” and collectively as “Parties.”

NOW THEREFORE, in consideration of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

A. Facility/Premises

Sports Medicine Assessment, Research & Testing Laboratory, (“SMART Lab”), located at 9438 Innovation Drive, Manassas, Virginia 20110. (Parking available in front of the building at no charge.)

B. Reservation

Your booking date and time are confirmed in the online reservation system. A confirmation of the online reservation is **Attachment A**, attached hereto and incorporated herein by reference. The Client warrants that Client has reviewed the confirmation email and that all the information is correct. The Client is responsible for notifying the SMART Lab staff of any errors or required changes.

C. Fees and Charges

The University agrees to permit Client to utilize the Facility/equipment/services on the date and times for the payment of the Facility fees and services listed in the online reservation confirmation. Payments will be made according to the following schedule:

\$ _____ per _____ per day will be paid upfront.

If a service not delineated in the online reservation confirmation is requested at a later date, a SMART Lab staff will make every attempt to satisfy the request. The SMART Lab may not be able to satisfy the request if sufficient time to make arrangements for the service has not been provided or if SMART Lab resources have been directed to other areas. The Client will be apprised of any additional costs associated with the requested service and will be asked to sign for additional costs. Additional fees may include technical support for use of University equipment or housekeeping charges if Facility is left in unacceptable condition.

D. Cancellation Policy:

If the Client finds it will not be using the Facility as scheduled, Client is required to promptly notify the SMART Lab. The cancellation policy is as follows:

1. If Client cancels a reservation, but reschedules for any other day/time there will be no penalty and the SMART Lab staff shall try to schedule a new date subject to availability.
2. If Client cancels at least 48 hours in advance, SMART Lab will refund the payment. For credit card payments, the refund is usually processed within 3 business days.
3. If Client cancels between 48 hours and 24 hours of their scheduled appointment, SMART Lab will refund 50% of the payment. For credit card payments, the refund is usually processed within 3 business days.
4. If Client cancels within 24 hours of your scheduled appointment, **there will be no refund.**
5. Clients running late must notify the SMART Lab staff immediately.

E. Terms and Conditions

1. The Client shall adhere to the designated times for use of the Facilities. The Facilities shall be cleared promptly at the end of the contracted time period and during any emergency.
2. Future requests for reservation of the SMART Lab will be denied and other fees will be imposed if i) the Client fails to pay damages incurred ii) Client misrepresents information in this Agreement and iii) Client fails to observe the rules and regulations of George Mason University and the Commonwealth of Virginia.

3. Use or provision of resources, facilities, goods, and services not listed specifically herein are understood by all Parties to be excluded from this Agreement.
4. Client will notify the SMART Lab of the contact names of all personnel, staff and subjects that may be on the premises. Identification of any individual on the premises of the University may be required at any time at the discretion of an administrative officer of the University or University Police.
5. Client acknowledges that the SMART Lab will be used by the University or others and the University reserves the right to reschedule Client's reserved time due to an unforeseen conflict with scheduling of the Facility. Notification of any need to reschedule will be made to the Client as soon as possible.
6. The Client shall make a reasonable effort to maintain areas and equipment used in good condition, with reasonable wear and tear expected. The Client agrees to pay for all damages to the University's property, which arises out of Client's use of space. There is no storage area in the SMART Lab. Client will remove all their equipment/supplies from the SMART Lab prior to vacating the Facility. Client further agrees to pay for all expenses incurred by the University in connection with the removal and disposal of any property or substance left in the Facility.
7. A SMART Lab staff member will assist in resolving any difficulties that occur while Client is on campus and using the Facility. Please contact SMART Lab's Executive Director at 703-993-4638 with any issues relating to the space. Your organization understands that while SMART Lab staff will be present for the duration of your entire event that he/she may not be present for all or emergency situations. For emergency situations, please contact campus police at 703-993-8370, and state that you are at the SMART Lab location behind the Comcast Building at 9438 Innovation Drive, Manassas, Virginia 20110.
8. Areas in the SMART Lab used by Client may not be utilized in a manner that disrupts other clients or functions.
9. Non-University ("External Clients") affiliated organizations agree to comply with applicable regulations governing human subjects research. No later than seven (7) days prior to use, External Clients that have a Federalwide Assurance must provide an approved notice from their institutional review board.
10. Consumption of food or beverages is not permitted in the Smart Lab
11. The Client shall be responsible for the safety and conduct of its trainers, participants, employees, agents, and volunteers and their compliance with the University and Commonwealth of Virginia rules and regulations regarding the use of the Facility. It is the responsibility of the Client to communicate the terms of this Agreement to its staff, volunteers, participants, and employees.
12. The University reserves the right to cancel Facility reservations for any activity if it is determined, while the Client's event is in progress, that the Facility equipment and/or furnishings are being damaged as a result of the Client, or if it determined that the Client is endangering the health or safety of patrons, interfering with the processes of the University or infringing on the rights of others.
13. Client is required to observe the posted restrictions on smoking.
14. Client agrees to be aware of and abide by fire safety regulations and procedures, including the proper exit procedures, room capability, and room setup requirements.
15. The Client shall provide adult supervision at all times and in all areas used by youths under 18 years old.
16. The Client agrees to notify the University immediately of any safety concerns, hazards or conditions affecting the health, welfare, or safety of participants or the public.
17. The Client shall not sublet any portion of the Facilities provided under the terms of this Agreement.
18. The Client shall not permit any area assigned for its use to be used for any disorderly or unlawful purpose.

19. The Client is prohibited from turning lights off or on, entering restricted areas, or operating equipment or controls without the expressed written consent of the University.
20. The University shall have the right to close the SMART Lab in the event of inclement weather.
21. Client or authorized staff of the Client attests to the accuracy of all information provided.

F. General.

1. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Party.
2. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. Client agrees that it shall at all times comply with all applicable federal and state laws and regulations.
3. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.
4. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
5. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
6. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
7. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. The University does not sponsor, endorse, or make any express or implied warranties for Client.
8. Publicity. Except as specifically provided for herein, Client shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
9. Nondiscrimination. Both parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law.
10. Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.
11. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
12. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

13. Third-Party Beneficiaries. No third Party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third Party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
14. Collection Costs. Client shall pay to the University any attorney's fees and collection fees incurred in enforcing this Agreement or pursuing and collecting past-due amounts under this Agreement.
15. Remedies. If Client breaches this Agreement, in addition to any other rights or remedies, the University may terminate this Agreement without prior notice.
16. Insurance. Client shall procure and continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with \$1,000,000 coverage per occurrence and a \$2,000,000 umbrella policy. These policies will name George Mason University, the Commonwealth of Virginia, and their employees and agents, as Additional Insured. In locations where it is required, Workers Compensation coverage shall also be maintained. Client shall furnish the University with certificates of insurance indicating such coverage. Client agrees to keep the University advised of any changes in this policy and to provide the University with a copy of the Additional Insured endorsement of the policy.
17. Indemnification. Client shall indemnify and hold harmless the University, the Commonwealth of Virginia, and their officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. The University shall promptly notify Client of any claim or action brought against the University in connection with this Agreement.

WITNESS the following signatures of the Parties.

GEORGE MASON UNIVERSITY

CLIENT:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "A"
On-Line Confirmation of Event Reservation