

# MUHLENBERG

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## COLLEGE

### **Insurance Requirements, Liability and Damage and Loss Information for External Meeting and Summer Camp and Conferences.**

#### **Muhlenberg College requires all external clients to provide the following insurance coverage with the signed rental agreement:**

**Insurance** Licensee shall obtain, at its expense, liability insurance in which both the College and Licensees are named as insured with minimum policy limits of one million dollars for personal injuries, including death and one million dollars in aggregate for all property damage, the term of such coverage shall coincide with the term of the Agreement. Programs involving participants under the age of eighteen (18) must also provide evidence of Sexual Molestation coverage. Said policies of insurance shall contain a provision which states that it cannot be canceled except upon fifteen (15) days express written notice to all insured. The College shall be furnished with a copy of said policy or certificates of insurance fourteen business days (14) prior to the effective date of the Agreement. The College reserves the right to require different limits and/or coverages depending upon the nature of the program or activity.

**Liability** Licensee assumes any and all risk of loss, damage or liability whatsoever Licensee, its officers, agents, and employees or invites, may sustain while using the facilities and resources licensed hereunder. The College, its officers, agents, and employees, shall not be liable for any injury, damage or loss of personal property resulting from any deviation from the agenda developed for the conference and which occurs on or about the licensed resources and facilities caused by negligence or misconduct of Licensee; its officers, agents and employee, or invitees. Licensee shall defend, indemnify and hold harmless the College from any and all losses, expenses, demands, actions, suits, claims or liabilities or whatsoever nature resulting from any injury or death to any persons or any property damage, except that resulting from negligence of any College employee or agent.

**Damages and Loss** In the event the facilities and resources licensed hereunder incur any loss or damage as a result of Licensee's negligence or that of guest(s) of Licensee, the College shall make repairs and/or replacement of damaged or lost property required to restore it to the condition it was prior to such damage or loss, and shall provide Licensee with an invoice representing the costs of the College of making said repairs and/or replacement, said invoice due and payable upon receipt. Licensee, under this paragraph, is deemed to have accepted the facilities and resources in the condition existing prior to the effective date of this license, excepting there from latest, undisclosed defects of which the college had knowledge but did not disclose to Licensee at the time of occupancy or use. Licensee is not liable for losses or damages to the premises due to the sole negligence of the College.