

Carnegie Mellon University

Silicon Valley

CONFERENCE ROOM USER ACKNOWLEDGMENT AND AGREEMENT

The undersigned (“User”) requests permission from Carnegie Mellon University (“Carnegie Mellon”) to use one or more of Carnegie Mellon’s conference and/or similar room(s) located in the NASA Research Park, Bldgs 19 and/or 23, Moffett Field, CA 94035, and any associated facilities or equipment located in those room(s), for general office or meeting purposes (the “Purpose”). In consideration of Carnegie Mellon’s granting of that permission, intending to be legally bound, User acknowledges and agrees to and for the express benefit of Carnegie Mellon, that:

1. User will be permitted to use the conference and/or similar room(s) and any associated facilities or equipment located therein only as designated by Carnegie Mellon from time to time (individually and collectively, the “Conference Room”) and only during the times designated by Carnegie Mellon and only for the Purpose. Notwithstanding the foregoing, the Conference Room may be unavailable for reasons beyond the control of Carnegie Mellon or other unforeseen reasons, such as reasons due to force majeure.

2. Entry and use of the Conference Room will be limited to User and/or its employees, contractors, agent and invitees (collectively, “Permitted Persons”), up to the maximum number of Permitted Persons designated by Carnegie Mellon. User’s contractors, agents and invitees will be at all times accompanied by User and/or its employees. Use of the Conference Room by User and its Permitted Persons must not unreasonably interfere with the business and operations of Carnegie Mellon. While on Carnegie Mellon’s premises and/or using the Conference Room, User will comply, and will cause all other Permitted Persons to comply, with all applicable laws, and all applicable Carnegie Mellon security, access procedures and other restrictions and requirements applicable to the premises and/or the Conference Room, if any, of which User is or should be aware. Carnegie Mellon may terminate User’s and/or any and all Permitted Persons’ use of the Conference Room at any time, for any reason.

3. Use of the Conference Room shall be at the sole risk and expense of User. In no event shall Carnegie Mellon or its officers, trustees, employees, agents or representatives be liable for loss or damage to User and/or User’s property while on any of Carnegie Mellon’s premises, including the Conference Room.

4. User must reimburse Carnegie Mellon for all out of pocket costs incurred by Carnegie Mellon from use of the Conference Room (e.g., long distance charges from User’s use of any telephone equipment located in the Conference Room, if permitted by Carnegie Mellon and cleaning charges) IMMEDIATELY UPON DEMAND. Immediately after each use, User will remove all of its equipment, materials and personnel from the Conference Room, and will return the Conference Room to its original condition.

5. Use of the Conference Room does not constitute an endorsement, recommendation or favoring by Carnegie Mellon of User or any of its employees, agents or contractors or any of its products or services. User is not granted the right to use the name Carnegie Mellon for advertising or product/service endorsement purposes or otherwise. User has no right to film, photograph and/or record in any manner any Carnegie Mellon property or personnel by virtue of this User Acknowledgment and Agreement. User is solely responsible for seeking and obtaining the appropriate authorizations required for User to use, in the manner desired by User (in conformance with the Purpose), the names, likenesses, images and other similar items of all persons and materials filmed, photographed and/or recorded by it.

6. THE CONFERENCE ROOM AND ANY OTHER PROPERTY, SERVICES AND/OR RIGHTS GRANTED AND/OR PROVIDED BY CARNEGIE MELLON PURSUANT TO THIS USER ACKNOWLEDGMENT AND AGREEMENT ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. USER IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CARNEGIE MELLON RELATING TO ANY MATTER. CARNEGIE MELLON WILL NOT BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS USER ACKNOWLEDGEMENT AND AGREEMENT (INCLUDING ANY REFUSAL OR FAILURE TO PROVIDE ANY CONFERENCE ROOM) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CARNEGIE MELLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

7. User will indemnify, defend and hold harmless Carnegie Mellon and its trustees, officers, employees and agents from and against any and all claims, suits, actions, demands, liabilities, injuries, losses, costs, damages and/or expenses (including, without limitation, charges imposed for any violation of any law, regulation or ordinance and attorneys' fees and court costs) arising out of or relating to the use of the Conference Room by User or any of the Permitted Persons and/or any property, services and/or rights granted hereunder and/or any entry on Carnegie Mellon's premises by User and/or an of the Permitted Persons, including without limitation claims of personal injury (including without limitation, death), damage to property, active or passive negligence or violation of any law, regulation or ordinance. The foregoing indemnity includes, but is not limited to, indemnification by User for the negligence of Carnegie Mellon or its trustees, officers, employees or agents, but does not include indemnification by User for the willful misconduct of Carnegie Mellon or its trustees, officers, employees, attorneys or agents.

8. If User is an entity, as a condition to entry and use of the Conference Room, User shall procure and/or maintain, at its own expense, the following types of insurance with limits of liability shown below with licensed insurance carrier(s) that are reasonably acceptable to Carnegie Mellon:

Commercial General Liability--	\$2,000,000 General Aggregate,
But not limited to, products,	\$1,000,000 Each Occurrence
contractual, completed operations,	\$100,000 Fire Damage
personal injury, damage to premises	
and medical payments;	

User agrees to name Carnegie Mellon as an additional insured on policies listed above. If User fails to maintain such insurance as described above, Carnegie Mellon shall have the right, but not the obligation, to purchase such insurance at User's expense (which shall be reimbursed by User IMMEDIATELY UPON DEMAND by Carnegie Mellon).

User agrees to apply its insurance or self-insurance on a "primary" basis with respect to any and all property, services and or rights granted and/or provided under this User Acknowledgment and Agreement. One (1) current Certificate of Insurance is to be sent/faxed to Carnegie Mellon to

the attention of the following person upon execution of this User Acknowledgement and Agreement and such other times as Carnegie Mellon may reasonably request:

Carnegie Mellon University
5000 Forbes Avenue
Pittsburgh, PA 15213
Attn: Director of Risk Management and Insurance, 4th Floor Warner Hall
FAX (412) 268-2070

9. The acknowledgments and agreements made in this User Acknowledgment and Agreement will be governed by and construed under the laws of the State of California, without regard to conflict of law provisions in that or any other jurisdiction. This User Acknowledgment and Agreement may not be amended, modified or revised in any manner except by a written instrument executed by User and Carnegie Mellon. There are no other agreements between Carnegie Mellon and User concerning the subject matter of this User Acknowledgment and Agreement.

10. If User is a person, User represents that User is at least eighteen years of age. If User is an entity, the undersigned represents that it is duly authorized to make the acknowledgements and agreements specified in this User Acknowledgment and Agreement on behalf of User.

Acknowledge and agreed, this _____ day of _____, 20_____:

PRINTED NAME AND ADDRESS OF USER:

SIGNATURE OF USER:

If USER is a person:

If USER is an entity:

By: _____

Name/Title: _____