

Mobile Site Plan and Agreement

SLS SAMPLE DOCUMENT 07/17/17

This document sets out the basis on which [_____] ("Client") will carry out a healthcare-related event ("Event") on a site maintained by the Host named below:

Host information:

Organization name	[name] ("Host")
Contact person	
Phone and fax numbers	
E-mail address	
Mailing address	

Client information:

Contact person	
Phone and fax numbers	
E-mail address	
Mailing address	

Site information:

Site address	
Room (if applicable)	
Available utilities	
On-site parking	

Event information:

Event date(s)	
Event start end times	
Event title	
Event type	
Event services	

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Event promotion:

Client activities	
Host activities	

Site preparation:

Client activities	
Host activities	

Other terms:

Other terms	
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This document, which consists of this form (called "Site Plan") and the attached terms and conditions, creates a legal contract between Host and Client. By signing below, Client and Host each confirm that it understands and agrees to the terms of this Agreement.

[name of Host]

Client

Signature

Signature

Name (print)

Name (print)

Print title

Print title

Date

Date

Client is a nonprofit federally designated community health clinic that focuses on providing cost-effective, high quality primary health care to underserved low-income communities in the [_____] area, primarily [_____] County and [_____] County. Client thanks you for making the site available to us for this community event.

Terms and Conditions

1. Site Access

1.1 Use of Site

Host authorizes Client to use the Site for the Event during the period set out in the Site Plan.

1.2 Site Access

Unless otherwise provided in the Site Plan, Host will be responsible for providing Client access to the site, including unlocking the Site as appropriate and making utilities available to Client.

1.3 No Compensation or Charges

It is understood and agreed that Host is not compensating or otherwise paying Client to carry out the Event and that Host is making the Site and utilities access available to Client at no charge to Client.

2. Client Activities

2.1 Responsibility for Healthcare Activities

Client will have sole responsibility for the planning, management, and implementation of its Event activities including, without limitation, delivering healthcare services and maintaining patient records. Client personnel at the Event will be acting solely on behalf of Client.

2.2 Healthcare Equipment and Supplies

Except as otherwise provided in the Site Plan, Client will provide, at its sole cost, all durable and disposable medical, vision, and dental equipment, supplies, materials and other items necessary to carry out Event healthcare activities.

2.3 Maintenance and Standards

Client will act with due care to keep the Site in good order, condition, and repair.

2.4 Compliance

Client represents that it holds the licenses, permits, or registrations it needs for provision of the services set out in the Site Plan. In carrying out the Event, Client will act with due care and comply with applicable law.

3. Event Promotion

3.1 Name and Logo Use

Client and Host may use the other's name and logo for purposes of promoting the Event on their websites, marketing materials, and other outreach-oriented materials relating to the Event. For clarity, Client will obtain no rights to Host's name and logo, and Host will obtain no rights to Client's name and logo, except for such use as is appropriate in connection with the Event.

3.2 Materials

Client will provide materials identified in the Site Plan for use in publicizing and conducting Event activities (collectively, "Event Materials"). Materials may include brochures, posters, applications, educational handouts, and evaluation forms. Host will use Event Materials only

in connection with the Event and will not, without Client's written consent, otherwise use, copy or distribute Event Materials.

[3.3 Media Release

Subject to obtaining appropriate consents from individual attendees of the Event, Client may film, record, photograph, interview, and otherwise document the Event. All such materials created by Client will be the sole property of Client and may be made available by Client on Client's website or through any other media, in Client's sole discretion.]

4. Relationship

4.1 Cooperation

Client and Host will cooperate with one other in connection with the Event, including providing information about Site conditions, carrying out their respective responsibilities for Event promotion and other obligations on a timely basis, keeping each other advised about potential issues, and working in good faith to resolve problems.

4.2 Reporting and Recordkeeping

Client and Host will maintain appropriate records relating to the Event, and will make those records available for review by the other party for a period of three years after the Event, subject to notice and to customary confidentiality understandings.

4.3 No Rights in Host Property

Client's right to occupy and use the Site for the Event is a license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in any Host property.

4.4 Personal Property

Host will not be responsible for any personal property left behind by Client.

4.5 Independence

Client and Host are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Host has the power or authority to bind or obligate the other to a third party or commitment in any manner.

5. Insurance, Liability, and Indemnification

5.1 Insurance

Client confirms that it will maintain worker's compensation, professional liability, and general liability insurance covering Client personnel and activities at the Event. Host confirms it will maintain insurance specific to the Event, if any, specified in the Site Plan.

5.2 Liability

For purposes of Sections 5.2 and 5.3, the terms "Host" and "Client" include those entities and their respective

directors, officers, employees, and agents. Client will be solely responsible and liable for its own actions or inactions, and for any and all information, products, and services it provides, at the Event. Client will not be responsible for the condition of the Site as made available to Client.

[5.3 Indemnification

Client will defend, indemnify and hold Host harmless against all claims, liabilities, losses, damages, and expenses Host may suffer which arise, directly or indirectly, from Client's services or activities under, or breach of, this Agreement. Host will defend, indemnify, and hold Client harmless against all claims, liabilities, losses, damages, and expenses Client may suffer which arise, directly or indirectly, from Site conditions or Host's activities under, or breach of, this Agreement. Neither Host nor Client will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.]

6. Cancellation

6.1 Cancellation by Host

If Host wishes to cancel, Host will provide to Client written notice to that effect as promptly as possible following Host's decision.

6.2 Effect of Cancellation

Upon cancellation, Client and Host will promptly cease promotional activities, including use of the other's name

and logo. Sections 1.3, 4, 5.2-5.3, 6, and 7 will continue in effect.

7. General Provisions

7.1 Entire Agreement

This Agreement describes Client's and Host's entire agreement, represents the final, complete and exclusive statement of Client and Host and supersedes all prior or contemporaneous communications between Client and Host, whether oral or written, relating to the Event.

7.2 Amendment

This Agreement may be amended only as stated in a written document signed by both Client and Host stating that it is an amendment to this Agreement.

7.3 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Client and Host, and not for the benefit of any third party including, without limitation, any employee, Event attendee, or vendor of Client or Host.

7.4 Force Majeure

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by acts of God or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.