

INDIANA UNIVERSITY
AUDITORIUM



FACILITY LICENSE AGREEMENT THEATRE

1211 East Seventh Street, Bloomington, Indiana 47405-5501 • 812-855-9528 • Fax: 812-855-4244

License Agreement Information

This contract formed on 6/29/2015 is by and between the Indiana University Auditorium (LICENSOR) and the person or organization listed below as "Licensee" (LICENSEE).

Licensee:

Billing Address:

Contact Person:

Phone:

Email:

Payment Method:

Tax Exempt Number*:

Event Information

Event Title:

Admission:

Date:

Doors:

Start Time:

End Time:

Curfew:

Est. Attendance:

Theatre Capacity:

Caterer:

Other:

Estimated Charges

(1) Facility and Box Office Charge*:

(2) Performance Fee:

(3) Stage Labor:

(4) Equipment*:

Total:

*Unless Licensee provides tax exempt number, IN state sales tax of 7.00% is required on rent and equipment.

Nonrefundable Deposit:

(Please make checks payable to Indiana University)

Authorization

Signatures indicate acceptance of the attached Indiana University Auditorium Facility Use Terms and Conditions, IU Auditorium Facility and General Information, and that the above "Estimated Charges" are for estimate purposes only. Licensee acknowledges receipt of the IU Auditorium rate sheet.

For the Licensee:

For the Trustees of Indiana University:

Signature: _____

Signature: _____

By (print name):

By: Maria Talbert

Title:

Title: Associate Director

Date: _____

Date: _____

Please sign and return all copies of this contract. One fully executed contract will be returned to you for your records. Please note that the IU Auditorium facilities are not secured for this event until the license agreement is fully executed and the IU Auditorium has received any applicable deposit. Please do not advertise events intended for IU Auditorium facilities without a fully executed contract, unless you have received prior written permission from IU Auditorium Management. We truly look forward to helping make your event a success.

INDIANA UNIVERSITY AUDITORIUM



Facility Information

IU Auditorium	Theatrical Productions, ceremonies, and other events.	Orchestra Balcony Capacity	2012 seats <u>1142 seats</u> 3154 seats
	*an additional 46 seats can be located in the orchestra pit at the sole discretion of IU Auditorium Management.		
Hall of Murals	Exhibition Space	2028 sq. ft.	
	Reception Space	350 people	
	Meeting Space	200 people theatrical style seating	
Auditorium Foyer	Exhibition Space	4157 sq. ft.	
	Reception Space	400 people	
	Banquet Space	250 seats at 60" tables 10 people each	
	Meeting Space	350 people theatrical style seating	

Fees and Charges

1. Facility and Box Office Charge*

The daily facility fee for utilizing the facility covers a 24 hour period. The fee includes Box Office and ticketing services, provided exclusively by IU Auditorium Box Office. Labor, equipment, and performance fees, and taxes are not included.

Category	Flat Rate	Percentage
Non-Ticketed Activity Day	\$1250	N/A
Ticketed Activity Day (includes Box Office)	N/A	10% of Gross Box Office Receipts (\$1750 minimum)

Facility Usage Includes:

- Lights, heat, open and close of building, dressing rooms, showers, cleaning of foyers, etc.
- General stage lighting
- Permanent house sound system
- Podium, chairs (if required)
- Consultation with Stage Manager
- Consultation with Guest Services Manager
- Installation of accessible seating set-up

2. Performance Fee

The performance fee is charged for each performance in addition to the facility fee. A performance is an event where the public or invited guests are entering the facility. The performance fee covers guest service and other front-of-house staff including ushers, ticket takers, usher managers, custodians, and the facility engineer. Events will be charged an additional 10% of the applicable performance fee for each half-hour period over five (5) hours.

Areas Used	Cost
Lobby Activity Only	\$875
Front Orchestra Seating Only	\$1500
Orchestra and Mezzanine (Main Floor)	\$1750
Orchestra, Mezzanine, and Balcony (Full House)	\$2000

3. Stagehand Labor

Stagehand labor is charged at the rates found on the final page of this agreement. The use of union stagehands is a requirement of the IU Auditorium's agreement with the International Alliance of Theatrical Stage Employees (IATSE).

4. Equipment Rental

A complete inventory of equipment and rental prices is located in the Indiana University Auditorium Facility and General Information Guide.

* IU Auditorium subsidizes the daily facility fee by \$3231.

LICENSEE INITIALS

Terms and Conditions of Use

Deposit

On execution and delivery of this Agreement by Licensor, to ensure the faithful performance of Licensee's obligations, Licensee shall pay a non-refundable deposit in the form of cashier's check, certified check, or FIS Internal Bill document (60-414-01, 9406). Such deposits shall be made payable to the Indiana University. The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this Agreement.

Settlement

All receipts from ticket sales, including any advance sales, shall be retained by Licensor and shall not be turned over to Licensee until after the engagement is complete, and all fees and other expenses have been paid in full from such receipts. Licensor shall have first lien on Box Office receipts to cover Licensor fees, additional charges, damage to property, liquidated damages and other damages for breach of this Agreement. If, at the time of settlement, Licensor has determined that there has been damage to the Auditorium for which Licensee is responsible, Licensor may withhold from the Box Office receipts such additional sums as Licensor reasonably determines will compensate for such damage, and Licensor shall apply such sums to compensate for any such damage when the cost of such damage has finally been determined. Licensor's failure to make a determination of damage at the time of settlement shall in no way constitute a waiver of Licensee's responsibility for damage. The balance due the Licensee in the form of an Indiana University check will be mailed five to ten business days after the event settlement has been completed. If the balance due to the Licensor is greater than the balance due to the Licensee, then the Licensee will be sent a final billing statement within 30 calendar days. Payment is due within 30 days of receipt of the final billing statement. IU Auditorium reserves the right to assess penalties and interest on any invoiced amount not received by due date.

Programs Involving Children

Licensee acknowledges that Indiana University has adopted a policy entitled Programs Involving Children ("Policy"). By executing this Agreement, Licensee is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. The Policy, along with additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>.

Scheduling Requirements

Stage requirements and program details must be worked out and approved by the Auditorium Management. No changes can be made within forty-eight (48) hours of the scheduled event. If Licensee desires to modify their facility usage schedule, the schedule must be submitted in writing to the Production Stage Manager and Auditorium Management so as to assure proper staffing and billing at the end of the usage period. A minimum notice of twenty-four (24) hours or, in the case of weekend events, prior to 5:00 p.m. on the Friday preceding the event, submitted in writing, is required to be given to the Production Stage Manager and Auditorium Management for any additional hours scheduled. Auditorium Management reserves the right to license the building to more than one licensee on the same day.

Alcohol

Indiana University policy prohibits alcohol at all public events and at any function where it is reasonable to expect consumption by persons under the age of twenty-one. However, in Licensor's sole discretion, alcohol may be served by a properly licensed vendor/caterer approved by Licensor's Office of Insurance, Loss Control & Claims at private functions. If alcohol service is being provided, the vendor/caterer must carry insurance coverage, either as part of the general liability policy or a separate policy, for dram shop operations with a minimum limit of \$3,000,000. Questions regarding the service of alcohol and proper licensing should be directed to Auditorium Management.

Catering

The IU Auditorium staff may suggest caterers for your event; however, the Licensee will be responsible for paying all catering costs in a timely manner. All caterers in the IU Auditorium must be pre-approved by Auditorium Management and possess all valid Indiana licenses for food service and the service of alcoholic beverages (if applicable). The caterer must carry commercial general and auto liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence / \$2,000,000 Aggregate. Licensee must be in compliance with all other university regulations regarding food service including, but not limited to, completing the University Office of Environmental Health & Safety's Temporary Food Service application. In addition, "The Trustees of Indiana University, its officers, agents and employees" must be named as an additional insured on the Certificate of Insurance for both Commercial General Liability and Automobile Liability coverage. The Certificate of Insurance must be submitted to Indiana University for review and approval at least fourteen (14) working days prior to the scheduled date of the event. If Licensee's vendor/caterer fails to comply with any of the requirements described in this section, the vendor/caterer will not be permitted to serve food or alcohol at the Event and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

Stage Labor

The Auditorium Production Stage Manager and the Licensee in conjunction with the Auditorium Management shall determine the number of employees necessary for the call. Manpower must be maintained until such time as work in all departments is fully completed. All requests for manpower must be submitted in writing forty-eight (48) hours prior to load-in. Indiana University Auditorium is under contract with IATSE Local #618. Licensee agrees to abide by the rules of this agreement governing stage labor.

IU Auditorium Facility Usage Policies

It is further agreed and understood that all of the Facility Usage Policies including all addenda published by the date of this Agreement are hereby incorporated as part of this contract and the Licensee has received a copy of the Indiana University Auditorium Facility and General Information. **Please initial here:** _____

Sound System

If sound equipment is carried by the performing company, artist, or conference, the Indiana University Auditorium Production Stage Manager, after consultation with representatives of the company, may permit use of the company's equipment in conjunction with the house system. If Licensee is to mix sound system from the road sound mixing position, mixing stacks and/or equipment to be no higher than 48 (forty-eight) inches from the floor.

Front Lighting

There are no balcony rail house lighting positions in the Indiana University Auditorium.

Box Office Charges

The IU Auditorium Box Office reserves the right to provide ticketing services for all public events held in the IU Auditorium. All customary charges, including credit card commissions, ticket printing, outlet, and phone commissions are included in the daily facility fee. The final decision as to when tickets will go on sale will be made by the Auditorium Box Office Manager in cooperation with Ticketmaster and the Licensee.

Facility Fee

IU Auditorium collects \$2.50 from each ticket sale for any event held at IU Auditorium and places it into a special reserve account. Funds in this account are used for facility capital purchases and improvements. The funds are also used to cover the costs of extraordinary repairs and maintenance.

Administrative Complimentary and Purchased Tickets

It is understood that twenty (20) complimentary tickets, within the first 21 center rows per performance, will be furnished to the Auditorium for use at Management's discretion. Additionally, Auditorium Management may hold up to forty (40) tickets in the top price level or within the first 21 center rows for purchase. These tickets will be purchased or released one week prior to the first performance of the engagement. It is further understood that the rental of the IU Auditorium does not include the two viewing rooms located at the rear of the orchestra seating area. Auditorium Management reserves the right to use or rent the Viewing Rooms for any performance or event held within the facility. Any use of the Viewing Rooms on the Mezzanine level will be determined solely by the Auditorium Management. Auditorium Management will ensure any visitors to the Viewing Rooms will be ticketed audience members or staff working the event.

Liability

Licensee assumes the risk of all damage, loss, cost, and expense. Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable ("Indemnified Parties"), from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims"), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee's guests, or Licensee's subcontractors on account of any cancellation by Licensor of this Agreement.

Concession Rights

Concession rights belong to the Licensor as explained in the Indiana University Auditorium Facility and General Information Guide. If event-related merchandise is to be sold, this must be arranged through the Auditorium Management. All sales are subject to Indiana State Sales Tax of 7%, which will be deducted from the gross sales, yielding adjusted gross sales. These sales are also subject to the standard house commission of 20% of adjusted gross sales if a seller is provided by the Licensee, or 30% of the adjusted gross sales if the IU Auditorium provides a seller.

Copyright

Securing of payment for performing rights licenses is the responsibility of Licensee. Licensee shall furnish to the Events Manager of the Auditorium documented evidence, copy of license(s) of such performing rights not less than three weeks prior to the scheduled date of performance.

Failure to provide such evidence may result in cancellation of this Agreement to provide said facilities with no penalty to the Indiana University Auditorium or Indiana University.

Licensee agrees to indemnify and hold harmless and to defend Indiana University Auditorium, Indiana University and its Board of Trustees, its officers, and employees for and against any and all claims, demands, or suits that may be made or brought against them with respect to the use and/or performance of any copyrighted material during the above mentioned engagement.

Insurance and Taxes

During the engagement the Licensee agrees to carry and maintain the following insurance:

A. Workmen's Compensation and Disability Insurance covering Licensee's employees, and all other employees for which the Licensee becomes responsible as stated in this contract with the Attraction being presented. Public Liability Insurance insuring the Licensee and Licensor with limits \$500,000.00 for injury to one person, \$1,000,000.00 for injury to more than one person in a single incident, and \$250,000.00 for property damage. The Licensee agrees to furnish to the Licensor, on demand, certificates of such policies of insurance and to require independent contractors engaged by or on personal property contained therein to carry and maintain Workmen's Compensation insurance covering their employees doing and working or performing such services, and Public Liability insurance insuring the Licensee with limits of \$500,000.00 for injury to one person, \$1,000,000.00 for injury to more than one person in a single incident, and \$500,000.00 for property damage and on demand to furnish certificates to the Licensor.

B. If the Licensee shall fail to comply with the provisions in Paragraph A above, the Licensor may (in addition its other rights and remedies) procure such insurance at the cost of the Licensee and in the case of Liability Insurance, may procure and carry at the expense of the Licensee, Contingent Liability Insurance coverage in the name of the Licensee. Licensor also reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The Parties agree that Licensor will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.

C. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

D. Notwithstanding anything contained in Paragraph (A) hereof, the Licensee further agrees to name "The Trustees of Indiana University, its officers, agents, and employees" as additional named insured on all liability policies with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The Licensee further agrees to indemnify, exonerate, and hold harmless the Licensor from and against all liability, obligation, or expense incurred in connection with or relating to any actions, claims, or demands by third persons in tort or contract based upon any acts, defaults, or neglect by the Licensee.

E. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, and other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.

F. The payment by Licensor of any payroll, payroll taxes and/or other charges with respect to any of Licensee's employees shall not constitute or be construed to constitute Licensor to be the employer of any such employees. Licensee is and shall remain the employer of such employees for all purposes.

G. Lessees with tax exempt status must provide Licensor with current and valid tax exempt certificate. Licensee agrees to pay any applicable sales tax associated with this Agreement.

Damage Caused by Licensee

No items may be attached to the floor, walls, or ceilings in any area of the IU Auditorium without prior written approval of the Auditorium Management. Decoration guidelines are available to the Licensee upon request. It is agreed that should any damage be caused by Licensee, its employees, agents, representatives, invites or guests to the IU Auditorium or equipment, Licensee will be responsible for the payment of the cost of any repairs or replacement required. It is further understood that Licensor will furnish Licensee with a detailed statement, no later than 60 (sixty) days following engagement, of all such damages and cost of repair, normal wear and tear excepted, provided said damage is reported to Licensee's representative and proof of responsibility is established no later than engagement date. It is further agreed and understood that the Licensee will pay on demand for any loss or damage to the Auditorium, Auditorium equipment, or equipment belonging to professional talent brought in by the Licensee.

Access and Theatre Aisles

Standing room is not available and is not permitted in the IU Auditorium. All crosswalks, aisles, corridors, and vomitoriums must be kept clear in the event of an emergency. This includes all cameras and tripods, video and film equipment, production equipment, production scenery, production props, production lighting, wheelchairs, walkers, crutches, strollers, and baby carriages. All media must be authorized and must be in an authorized location or in a pre-arranged seat as provided by the Licensee. All handicap equipment may be stored with an usher manager or in coat check without charge. No portions of the sidewalks, entries, passages, vestibules, halls, or stairs shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the building. The doors, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors and passageways shall in no way be obstructed by the Licensee. Exit lights, emergency lights, house lights, aisle lights, stairway, and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way. Full-time employees of the IU Auditorium shall have complete and total access at all times and in all areas of the facility including but not limited to dressing rooms, stage, production booths, and theatre.

Audience Behavior

Licensee's conduct and performance shall not be such as to encourage the audience to leave their seats. Should the audience become disorderly and move out of their seats, the Licensor shall stop the program and/or performance and request the audience to return to their seats. Auditorium Management reserves the right to eject, or cause to be ejected, from the premises, any person or persons behaving in a disruptive manner. Auditorium Management will not be liable to the Licensee for any damages that might be incurred through the exercising of this right.

Control of Facility and Right to Enter

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licensor's obligations under this Agreement.

Orchestra Pit Restrictions

Auditorium Management must approve and govern the use of the orchestra pit as an audience seating area.

Security and Staffing

Auditorium Management reserves the right to set and modify security and staffing calls up to the time of performance at the cost of the Licensee. All staffing requirements should be discussed and approved by Auditorium Management one week prior to the date of the event. Auditorium Management reserves the right to assign and direct all security personnel in and around the facility at all times. The provision of security services by Indiana University, if any, is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants

Closed Circuit Audio and Video Feed

IU Auditorium reserves the right to provide closed circuit audio and video feed of events in the lobby as a service to patrons.

Storage

Limited space is available for storage of Licensee equipment needed for events. Storage of items before and after scheduled rental date(s) must be preapproved and arranged in advance through Auditorium Management. Indiana University is not responsible for any lost, stolen, or damaged items.

Discrimination

It is understood that the Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status, or sexual orientation.

Smoking and Incense

It is understood that smoking and burning of incense is NOT PERMITTED in any interior or exterior location on the Indiana University campus.

The Stage Manager and Auditorium Management must be notified in advance if the script calls for smoking or the use of any fire effects, so that necessary precautions may be taken. ANY INFRACTION OF SMOKING REGULATIONS CAN BE CAUSE FOR ENDING AN EVENT, CLEARING, AND CLOSING THE FACILITY. INDIANA UNIVERSITY WILL NOT BE FINANCIALLY, OR IN ANY OTHER RESPECT, LIABLE FOR EXERCISING THIS RIGHT.

Force Majeure

Neither Licensor nor Licensee shall be considered in breach of this Agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.

Remedies

In the event that Licensee fails to appear, perform, and/or present, or defaults in performance of the provisions of this contract for reasons other than those stated in other sections of this Agreement, the Licensor shall be entitled to all payments due as if the Agreement had been fulfilled. Licensee's violation of any term(s) of this Agreement may result in cancellation or termination during the course of the Event of this Agreement by Licensor and/or loss of future facility use opportunities. Any damages Licensee may receive as a result of such cancellation or termination shall be limited solely to Licensee's Event deposit and/or any licensing fee that has been paid.

Alcohol and Drug Use

This contract is subject to the rules and regulations and the statutes governing The Board of Trustees of Indiana University. University regulations restrict the use of alcohol and prohibit the use of illegal drugs on University property. Therefore, no use of alcohol or illegal drugs by any of the performers, members of the performers group, or employees or agents of the Licensee will be allowed during the performance and while the performers are present on the premises of University property. In the event of noncompliance, on the part of the performing group or their employees or agents, legal sanctions may result.

Complete Agreement & Severability

This Agreement constitutes the entire agreement between the Parties and replaces any and all prior written and oral agreements between the Parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both Parties as an addendum to this Agreement. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Monroe County, Indiana.

Other Terms and Conditions

- A. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- B. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- C. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- D. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- E. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor (caterer, musicians, or other service provider) providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.

LICENSEE INITIALS

IATSE Stage Labor Rates for IU Auditorium

All stage labor will be charged at the rates below plus payroll taxes and benefits. Rates are current as of the date of this agreement.

Position	Description	Regular Rate	Overtime rate
Stage Manager	John DeLong	\$32.45/hr	\$48.68/hr
Stage Technician, Lights	EJ Ernsberger	\$28.80/hr	\$43.20/hr
Stage Technician, Sound	Gene Frazier	\$28.80/hr	\$43.20/hr
Stage Technician, Flyman	Don Erwin, Jr.	\$28.80/hr	\$43.20/hr
Deckhand	Stagehand	\$15.00/hr	\$22.50/hr
Performance Hand	Weekdays and Saturdays	\$60.05	N/A
Performance Hand	Sundays and holidays	\$75.65	N/A
Performance Hand	Start time after 10:30 p.m.	\$67.04	N/A
Loader	Truck loading (in)	\$49.50/truck	N/A
Loader	Truck loading (out)	\$57.15/truck	N/A
Loader	Sunday or Holiday (in or out)	\$71.46/truck	N/A
Television/Video	8 hr. Minimum	\$18.66/hr	\$27.99/hr
Set Building	Weekdays and Saturdays	\$15.00/hr	\$22.50/hr
Projectionist	5 hr. Minimum	\$15.00/hr	\$22.50/hr
Rigging	4 hr. Minimum	\$21.80/hr	\$32.70/hr
Rigging	Saturday, Sunday, Holidays	\$43.60/hr	N/A
Department Head	add to regular or OT rate	\$2.50	\$3.75

LICENSEE INITIALS