



FACILITY LICENSE AGREEMENT

CONRAD PREBYS AMPHITHEATER

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

License Agreement Information

This contract formed on DATE 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(s):

Email:

Payment Method:

Tax Exempt Number*:

Event Information

Event Title:

Admission:

Dates: Dead Record

Start Time:

End Time:

Curfew:

Estimated Attendance:

Caterer:

Other: _____

Estimated Charges

(1)

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 Facility Use Terms and Conditions and that the above "Estimated Charges" are for estimate purposes only. Licensee acknowledges receipt of the Amphitheater rate sheet.

For the Licensee:

For the Trustees of Indiana University:

Signature: _____

Signature: _____

By (print name):

By: Maria Talbert

Title:

Title: Managing 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 facility is not secured for this event until the License agreement is fully executed and IU Auditorium has received any applicable deposit. Please do not advertise events intended for the Amphitheater 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.

CONRAD PREBYS AMPHITHEATER

Facility Information

Capacity:
Limestone Terrace 280 seats
West Meadow 500 seats
Stage Size: 1303 sq. ft.

Fees and Charges*

1. Daily Facility Rental

University events: \$225

This fee is charged for each Indiana University event where the public or invited guests are using the facility. This fee covers guest service and other service staff necessary for the event. Events will be charged 10% of the applicable event staffing fee for each half-hour period over five (5) hours. This rate is only available for Licensees paying with an Indiana University account (including IU Foundation and Student Organization accounts).

Non-University events: \$1,200

This fee is charged for each event where the public or invited guests are entering the facility. This fee covers guest service and other service staff necessary for the event. Events will be charged 10% of the applicable event staffing fee for each half-hour period over five (5) hours.

2. Stagehand Labor

Stagehand labor is required for some events where lighting, sound, and staging is utilized, and is dependent upon the specific event details. The use of union stagehands is a requirement of Indiana University's agreement with the International Alliance of Theatrical Stage Employees (IATSE). An estimate of the stagehand labor charges can be provided in advance of the event upon request.

3. Ticketing Fees

Ticketed events are subject to fees related to ticket printing, box office labor, and other commissions (credit card, outlet, and phone). For ticketed events, the use of Auditorium Box Office services is a requirement of Indiana University's agreement with Ticketmaster. An estimate of the ticketing fees can be provided in advance of the event upon request.

*Wedding Packages are available. Please ask the Auditorium Management for details.

LICENSEE INITIALS

Terms and Conditions of the Conrad Prebys Amphitheater 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, KFS Internal Bill document (60-414-88, 9406), or credit card. Such deposits shall be made payable to the Indiana University Auditorium. The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this Agreement.

Cancellation Policy

If the Licensee decides to cancel or postpone the event within 24 hours of the event start time, the entirety of estimated fees are subject to collection by the Licensor.

Settlement

A final billing statement will be sent to Licensee 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.

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 venue 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.

Scheduling Requirements

Set-up requirements and program details must be worked out and approved by 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 Events Coordinator 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 Events Coordinator for any additional hours scheduled. Auditorium Management reserves the right to license the facility to more than one Licensee on the same day.

Programs Involving Children

In keeping with IU policy PS-01, Programs Involving Children, for events during which volunteers will be facilitating interactive activities for children, licensee shall ensure that volunteer contact information (i.e. phone number, address, email address, etc.) is documented, a list of volunteer names is provided to project leads and event liaisons, volunteers will be supervised by a background-checked person, volunteers sign-in and sign-out from the event and present a valid photo ID upon arrival, and volunteers are only interacting with minors in public spaces.

Alcohol

Indiana University campuses, schools and programs may occasionally host events at which alcoholic beverages may be appropriate. The serving of alcohol requires attention to compliance with legal obligations as well as the responsibility to minimize any inherent risk arising from misuse of alcohol. The serving of food and alcoholic beverages on university property and/or in conjunction with university functions is also limited by other university policies including financial policies, environmental health and safety policies, and the Code of Student Rights, Responsibilities and Conduct. 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 select 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

Auditorium Management may suggest caterers for your event; however, the Licensee will be responsible for paying all catering costs in a timely manner. All caterers at the Amphitheater 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. If alcohol is being served, the caterer must also carry dram shop liability with minimum limits of \$3,000,000. 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, if necessary. 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.

Staging and Stage Labor

Indiana University has an agreement with IATSE Local 618 to provide stagehand labor for all functions in the Amphitheater. It is the responsibility of the Licensee to procure a pre-approved vendor for any sound and/or lighting equipment. If the Licensee has contracted for audio services through another provider (band, outside company, etc.), Auditorium Management reserves the right to assign a member of IATSE Local 618 to be present for the event, in accordance with the governing labor agreement. Sound and/or lighting requirements must be communicated in writing to the Events Coordinator a minimum of one week before the scheduled event. Licensee agrees to abide by the rules of this agreement governing stage labor.

Box Office Charges

The IU Auditorium Box Office reserves the right to provide ticketing services for all public events held at the Amphitheater. All customary charges, including credit card commissions, ticket printing, outlet, and phone commissions will be included in the offsite ticketing fees. The final decision as to when tickets will go on sale will be made by the Auditorium Director of Ticketing and Sales in cooperation with Ticketmaster and the Licensee.

Pre-box Ticket Sales

IU departments or organizations must first complete a Revenue Producing Activity training before pre-box tickets may be sold by any members of the organization. Non-IU departments or organizations may only sell pre-box tickets using cash or check.

Liability

The 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.

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 or staked into any area of the Amphitheater 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 Amphitheater or equipment, Licensee will be responsible for the payment of the cost of any repairs or replacement required, and it is further understood that Licensor will furnish Licensee with a detailed statement, no later than sixty (60) 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 Amphitheater, equipment, or equipment belonging to professional talent brought in by the Licensee.

Access and Aisles

Auditorium management reserves the right to set, modify, or otherwise limit the capacity of the venue to facilitate the safe use of the venue based on guidance from university or public health officials. All crosswalks, aisles, and corridors 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. No portions of the sidewalks, entries, passages, 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 facility. Full-time employees of IU Auditorium shall have complete and total access at all times and in all areas of the facility.

No passenger or utility vehicles access to or on the stage or immediate non-road surrounding areas to the Amphitheater

Taxes

Licensees 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.

Guest Behavior

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.

Amplified Sound

In order to prevent disruption to businesses, offices, classes, and neighboring residential areas, programs on campus involving amplified music are allowed only during the following times: Sundays: 12 p.m. – 9 p.m.; Mondays-Thursdays: 6 p.m. – 9 p.m.; Fridays-Saturdays: 12 p.m. – 10 p.m.

Use of Campus Buildings

Use of nearby campus buildings for wedding party preparation, guest restrooms, or other activities is not allowed.

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.

Security and Staffing

Auditorium Management reserves the right to set and modify security and staffing calls up to the time of the event 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.

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.

Storage

There is no designated space available for storage of Licensee equipment needed for events. Onsite 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.

Smoking

It is understood that smoking (including e-cigarettes) and burning of incense is NOT PERMITTED in any interior or exterior location on the Indiana University campus. 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.

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.

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, pandemic, 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.

COVID-19

Licensor has mandated that all of its students, faculty, and staff receive COVID-19 vaccinations subject to applicable exemptions. The Parties understand and agree that Licensee has taken and will take reasonable steps to mitigate the risk of COVID-19 infection that adhere with current information, guidance, and regulations. The Parties understand and agree that the Licensee will take reasonable steps to mitigate the risk of COVID-19 infection as well. If either Party identifies a bona fide safety concern related to COVID-19, it shall immediately notify the other Party, and the Parties will cooperate to address the concern. The Parties also understand that the elimination of such risk is impossible. Accordingly, the Parties understand that during the performance of their respective duties under the Agreement, there is a potential of exposure to and/or contraction of COVID-19. The Parties each agree to assume these risks for themselves including all risks related to exposure to and infection of COVID-19, including the risk of permanent injury and death.

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.

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 the Conrad Prebys Amphitheater

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	Premium/OT Rate
Stagehand / Deckhand	General Stagehand labor	\$ 16.32	\$ 24.48
Performance-Stagehand	Weekdays and Saturdays	\$ 22.50	n/a unless over 40 OT
Performance-Stagehand	Sundays and Holidays	N/A	\$ 33.75
Truck Loader	Weekday, In or Out; \$22.50 per hour with 2.5 hour min per truck results in:	\$ 56.25 per truck	n/a unless over 40 OT
Truck Loader	Sunday/Holiday, In or Out; \$22.50 per hour at 1.5x with 2.5 hour min per truck results in:	N/A	\$ 84.38 per truck
Television/Video	4 hour minimum In / 3 hour minimum Out	\$ 19.64	\$ 29.46
Set Building	4 hour minimum	\$ 19.64	\$ 29.46
Projectionist	4 hour minimum	\$ 19.64	\$ 29.46
Rigging	Weekdays and Saturday. 4 hour minimum In / 3 hour minimum Out	\$ 28.00	\$ 42.00
Rigging	Sundays and Holidays.; 4 hour minimum In / 3 hour minimum Out	N/A	\$ 42.00
Department Head	Add to regular or Premium/OT rate	\$ 2.50	\$ 3.75
All Performance rates	3 hour minimum starting at 1/2 hour before scheduled curtain. Over 8 in a day 1.5x premium waived		
Load-out rates	3 hour minimum at 1.5x premium rate except truck loaders and wardrobe at regular rate		
All positions except truck-loaders	Meal penalty after 5 hours. 1.5x premium after 8 hours in a day except performances. 1.5x premium between midnight and 8:00 AM.		