INDIANA UNIVERSITY
AUDITORIUM

FACILITY LICENSE AGREEMENT

PRESIDENTS HALL

1211 East Seventh Street, Bloomington, Indiana 47405-5501 • (812) 855-9528 • IUauditorium.com

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:

Name: Phone: Email:

Payment Method: Tax Exempt Number*:

Event Information

Event Title: Admission:

Date:

Doors: Start Time: End Time: Curfew:

Estimated Attendance: Caterer: Other:

Estimated Charges

(1) Daily Facility Rental:
(2) Equipment Rental:
(3) Event Staffing:
(4) Stagehand Labor:

Total:

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

Nonrefundable Deposit: $1,900

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 IU Auditorium rate sheet.

For the Licensee:

Signature: _____

By (print name):

Title:

Date: _____

For the Trustees of Indiana University:

Signature: _____

By: Maria Talbert

Title: Executive Director

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 Presidents Hall facility is 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.

SAMPLE

INDIANA UNIVERSITY
AUDITORIUM

PRESIDENTS HALL

Facility Information

Exhibition Space	5,187 sq. ft.
Reception Space	335 people
Banquet Space	320 seats at 72" tables 10 people each
Meeting Space	335 people theatrical style seating
Lecture Space:	385 people theatrical style seating (50 of which are standing room only)

Fees and Charges*

1. Daily Facility Charge: $1,900
The daily facility fee for utilizing the facility covers a 24 hour period. Labor, equipment, event staffing fees, and taxes are not included.

Facility Usage Includes:

- Lights, heat, open and close of facility, etc.
- Custodial and changeover services
- Permanent technology
- General stage lighting
- Consultation with Events Coordinator

2. Event Staffing Fee: $865
The event staffing fee is charged for each event where the public or invited guests are entering the facility. The event staffing 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.

3. Equipment Rental
A complete inventory of equipment and rental prices can be provided upon request.

4. 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.

*Pricing packages are available. Please ask IU Auditorium Management for details

SAMPLE

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 KFS Internal Bill document (67-414-87, 9406), or credit card. Such deposits shall be made payable to Indiana University. The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this Agreement.

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.

Scheduling Requirements
Set-up requirements and program details must be worked out and approved by IU 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.

Use of Nearby Buildings and Rooms
Use of nearby rooms in Franklin Hall for event preparation or other activities is not allowed without prior arrangements made directly with the Media School. While Media School additional space rental fees may be included in the final invoice provided by IU Auditorium, this does not constitute a rental license agreement for those spaces between IU Auditorium and Licensor. Exclusive use during the period of license agreement only includes Presidents Hall (BL007, room 101). The entry lobby can be used for pre-approved event activities but is considered a shared space with the rest of Franklin Hall. Standing room is not available and is not permitted in the entry lobby of Presidents Hall. Should Presidents Hall reach its capacity, Auditorium Management reserves the right to deny entry into Presidents Hall and its connected entry lobby. Auditorium Management cannot restrict entry into other areas of Franklin Hall due to its use by the University as a student building.

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
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 Presidents Hall must be pre-approved by IU 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.

Stage Labor
IU Auditorium has an agreement with IATSE Local 618 to provide audio services for all functions in the Presidents Hall. Sound and/or lighting requirements must be communicated in writing to the Events Coordinator a minimum of one week before the scheduled event.

Sound System
If the Licensee has contracted for audio services through another provider (band, outside company, etc.), IU Auditorium reserves the right to assign a member of IATSE Local 618 to be present for the event, in accordance with the governing labor agreement.

Box Office Charges
The IU Auditorium Box Office reserves the right to provide ticketing services for all public events held in Presidents Hall.

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.

Damage Caused by Licensee
No items may be attached to the floor, walls, or ceilings in any area of Presidents Hall without prior written approval of the IU 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 Presidents Hall 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 Presidents Hall, 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

SAMPLE

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, 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 facility. The doors, stairways, or openings that reflect or admit light into any portion of the facility, including hallways, corridors, and passageways, shall in no way be obstructed by the Licensee. Exit lights, emergency lights, stairway, and hallway security lights or any other lights necessary for the safe occupation of the facility shall not be obstructed in any way. Full-time employees of IU Auditorium shall have complete and total access at all times and in all areas of the facility.

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.

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
The IU 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 IU Auditorium management one week prior to the date of the event. The IU 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
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.

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.

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

SAMPLE

IATSE Stage Labor Rates

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
Head Carp		$41.64	$62.46
Stage Tech, Lights		$36.98	$55.47
Stage Tech, Audio		$36.98	$55.47
Stage Tech, Flyrail		$36.98	$55.47
Stagehand/ Deckhand	General Stagehand Labor	$21.46	$32.19
Performance- Stagehand	Weekdays and Saturday	$26.53	n/a unless over 40 OVT
Performance- Stagehand	Sundays and Holidays	n/a	$39.80
Truck Loader	Weekday, In or Out. 26.53 per truck with a 2.5 hours min per truck results in:	$66.33 per truck	n/a unless over 40 OVT
Truck Loader	Sunday/Holiday, In or Out; 26.53 at 1.5x with 2.5 hour min per truck results in:	n/a	$99.49 per truck
Video In/Out	4 hour minimum for In / 3 hour minimum for Out	$23.57	$35.36
TV Hand	4 hour minimum for In / 3 hour minimum for Out	$29.00	$43.50
Set Building	4 hour minimum	$23.57	$35.36
Projectionist	4 hour minimum	$23.57	$35.36
Rigging	Weekdays and Saturday, 4 hour minimum In / 3 hour minimum Out	$32.53	$48.80
Rigging	Sundays and Holidays: 4 hour minimum in / 3 hour minimum Out	n/a	$48.80
Dept Head- Stagehand	Add to regular or premium/OT rate	$2.75	$4.13
Dept Head- Wardrobe	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 1.5 premium waived		
Load-Out Rates	3 hour minimum at 1.5 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 8am		

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