



## NEAL-MARSHALL BLACK CULTURE CENTER

DIVERSITY, EQUITY & MULTICULTURAL AFFAIRS

### INDIANA UNIVERSITY FACILITY LICENSE AGREEMENT

This Facility License Agreement (“Agreement”) is made as of \_\_\_\_\_, by and between THE TRUSTEES OF INDIANA UNIVERSITY (“Licensor”), a statutory body politic created and existing under the laws of the State of Indiana, and \_\_\_\_\_ (“Licensee”) (collectively, the “Parties”).

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: \_\_\_\_\_ (the “Licensed Facility”).

#### **1. DATE, TIME and PURPOSE OF USE**

- a. Licensee shall have access and use of the Licensed Facility on \_\_\_\_\_, between the hours of \_\_\_\_\_.
- b. Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the Parties, specifically for purpose described herein and/or in the NMBCC Facility Rental Information Sheet and Rental Rules, which is hereby incorporated into this Agreement, available at this link: <https://blackculture.indiana.edu/space-rental/policy.html> (the “Event”).
- c. Licensee’s use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor’s other use or occupation of the space or Licensor’s other property or premises.
- d. Set up requirements and program details must be worked out and approved by the Facility/NMBCC Contact. Set up details may be specified in the NMBCC Facility Rental Information Sheet and Rental Rules (available at the link in section b. above).

#### **2. LICENSING FEES**

- a. Licensee shall pay Licensor the following fee for use of the Licensed Facility: \$\_\_\_\_\_ (see rate chart, Attachment A). Licensee also agrees to be responsible for any applicable sales tax associated with this Agreement. Further, in the event that Licensee cancels this rental reservation within seventy-two (72) hours of the anticipated date and time (as specified in Section 1 above), then Licensee shall pay Licensor a Cancellation Fee as provided in Attachment A.
- b. Licensees with tax-exempt status must provide Licensor with a current and valid tax exempt certificate.
- c. Within thirty (30) days following Licensee’s use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor’s repair or cleaning of the Licensed Facility pursuant to this Agreement. Licensee shall settle any

outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor's failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver of Licensee's responsibility for damage. Licensee shall also be responsible for any attorney's fees associated with Licensor's collection of any outstanding balance.

### **3. CATERING AND ALCOHOL SERVICE**

In accordance with Licensor's policies, any food or beverage served at the Event must be provided by Licensor's dining services or by a properly licensed caterer approved by Licensor. No other food or beverages may be brought by Licensee or Licensee's guests to the Licensed Facility. The approved caterer must comply with all other Indiana University policies regarding food service, including, but not limited to, completing the University Office of Environmental Health & Safety's Temporary Food Service Application. Any outside caterer must carry commercial general liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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.

For any insurance policies required under this Agreement, the insurance must be issued by a company acceptable to Licensor, and "The Trustees of Indiana University, its officers, agents and employees" must be named as an additional insured on each policy. Certificates of insurance for any required policies must be submitted to Licensor for review and approval at least fourteen (14) days prior to 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.

### **4. INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licensor proof of, insurance under the following terms and conditions:

a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licensor a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.

b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The Trustees of Indiana University, its officers, agents, and employees" as an additional insured

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 Licensors.

c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensors and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Licensors no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensors reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensors's Facilities. The Parties agree that Licensors 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.

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

e. If Licensee has difficulty obtaining proper insurance coverage, Licensee may contact the IU Office of Insurance, Loss Control & Claims about participating in Licensors's TULIP program. At Licensors's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

## **5. INDEMNITY**

Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensors, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensors 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 Licensors of this Agreement.

## **6. COMPLIANCE WITH APPLICABLE LAWS AND INDIANA UNIVERSITY POLICY**

This Agreement shall be governed by the laws of the State of Indiana. Licensee will comply with all laws of the United States, the State of Indiana, all rules and requirements of the police and fire

department or other authorities of the city, county or state, and all policies of Indiana University. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or University policies.

## **7. CONTROL OF FACILITY AND RIGHT TO ENTER**

a. In permitting the use of the Licensed Facility, Licensors do 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 Licensed Facility. Licensee shall permit Licensors to enter the Licensed Facility 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 Licensors' obligations under this Agreement.

b. Licensors reserves the right to eject, or cause to be ejected, from the premises, any person or persons behaving in a disruptive manner. Licensors will not be liable to the Licensee for any damages that might be incurred through the exercising of this right.

## **8. DAMAGE CAUSED BY LICENSEE**

a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.

b. If the premises, furnishings, or any portion of the building during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licensors upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for cleanup of the Licensed Facility. The costs for any labor of Licensors' employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licensors' standard hourly rate.

## **9. 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/administrationoperations/public-safety-institutional-assurance/PS-01.shtml>.

## **10. LICENSING COPYRIGHTED MATERIAL**

Securing licenses for any copyrighted material used at the Event is the responsibility of Licensee. Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, agents, 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 of any copyrighted material during the Event.

## **11. OTHER TERMS AND CONDITIONS**

a. 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.

b. 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.

c. 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.

d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.

e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.

f. Licensor 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 Licensor one week prior to the date of the Event. Licensor reserves the right to assign and direct all security personnel in and around the Licensed 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.

g. Neither party 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 nonperforming party that renders that party's performance impossible.

h. All access areas must be kept clear in case an emergency arises. 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. 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.

i. 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.

j. It is understood that Indiana University is tobacco free, and the use of all smoking or chewing tobacco products is prohibited except within the confines of one's personal vehicle. It is understood that smoking 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 the Event. Licensor will not be liable to the Licensee for any damages that might be incurred through the exercising of this right.

k. 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.

l. 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.

m. 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.

n. 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.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, which includes the NMBCC Rental Information Sheet and Rental Rules (as incorporated herein), as of the last date written below.

**LICENSOR:**

THE TRUSTEES OF INDIANA UNIVERSITY

By: \_\_\_\_\_  
Monica Johnson, Director

Date: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A- Rate Chart

### GRAND HALL

Capacity: Theatre= 170    Dinner w/Rounds= 160

(Tables and chairs included in cost)

<b>Rental Hours</b>  <i>Each rental includes a 1 hour buffer period (30 minutes prior to and following event for set up and clean up)</i>	<b>IU Department</b>	<b>Individuals/ Non-IU Organizations or Groups</b>	<b>IU Registered Student Organization</b>
<b>1-3 HOURS*</b>	\$500.00	\$600.00	\$200.00
<b>4-6 HOURS*</b>	\$600.00	\$700.00	\$300.00
<b>7+HOURS*</b>	\$700.00	\$800.00	\$400.00

***\*Events running past the scheduled time will be assessed \$50 per 30 minutes of overage. In the event that Licensee cancels this rental reservation within seventy-two (72) hours of the anticipated date and time, then Licensee shall pay a Cancellation Fee of \$200.***

### BRIDGWATERS LOUNGE

Capacity: Theatre= 60    Dinner w/ Round = 48

(Tables and chairs included in cost) Does not include the use of kitchen.\*

<b>Rental Hours</b>  <i>Each rental includes a 1 hour buffer period (30 minutes prior to and following event)</i>	<b>IU Department</b>	<b>Individuals/ Non-IU Organizations or Groups</b>	<b>IU Registered Student Organization</b>
<b>1-3 HOURS*</b>	\$300.00	\$500.00	\$100.00
<b>4-6 HOURS*</b>	\$400.00	\$600.00	\$200.00
<b>7+HOURS*</b>	\$500.00	\$700.00	\$300.00

***\*Events running past the scheduled time will be assessed \$50 per 30 minutes of overage. In the event that Licensee cancels this rental reservation within seventy-two (72) hours of the anticipated date and time, then Licensee shall pay a Cancellation Fee of \$100.***

### BRIDGWATERS LOUNGE (Catering Kitchen)

Requires rental of Bridgwaters Lounge. The kitchen may be used for staging, refrigerating, and warming of food. Cooking and extensive meal prep prohibited. Must leave area clean and in the condition found.

\$100
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## NMBCC CONFERENCE ROOM

Capacity: 10

(Conference table, Smart Screen, and Video Conferencing Capabilities)

<b>Rental Hours</b> <i>Each rental includes a 1 hour buffer period (30 minutes prior to and following event)</i>	<b>IU Department</b>	<b>Individuals/ Non-IU Organizations or Groups</b>	<b>IU Registered Student Organization</b>
<b>1-3 HOURS*</b>	\$75.00	N/A	N/A
<b>4-6 HOURS*</b>	\$150.00	N/A	N/A
<b>7+HOURS*</b>	\$300.00	N/A	N/A

***\*Events running past the scheduled time will be assessed \$50 per 30 minutes of overage.***

## COMPLETE CENTER RENTAL

(Includes Grand Hall, Bridgwaters Lounge and 2<sup>nd</sup> Floor meeting rooms)

<b>Rental Hours</b> <i>Each rental includes a 1 hour buffer period (30 minutes prior to and following event)</i>	<b>IU Department</b>	<b>Individuals/ Non-IU Organizations or Groups</b>	<b>IU Registered Student Organization</b>
<b>7-12 Hours*</b>	\$2500	\$3000	N/A

***\*Events running past the scheduled time will be assessed \$50 per 30 minutes of overage.***



<b>Equipment Rental</b>	<b>Bridgwaters Lounge</b>	<b>Grand Hall</b>
<b>Projector</b>	\$50	\$80
<b>Microphone (per item)</b>	X	Wired- \$20 Cordless Handheld -\$30 Lapel - \$40
<b>Podium</b>	\$25	\$50
<b>Stage (\$50 per piece)</b>	X	(up to \$200 total)
<b>Dance Floor</b>	X	\$150
<b>Standard Black Table Linens (per item)</b>	\$5	\$5
<b>Floor Length Black Table Linens (per item)</b>	\$25	\$25
<b>Custom Ordered Table Linens (per item)</b>	Market Price	Market Price
<b>Upright Piano Rental</b> <i>(Requires approval)</i>	\$150	\$150
<b>William Baby Grand Piano</b> <i>(Requires approval)</i>	X	\$200