

Religious & Spiritual Life Facilities Use Agreement

NORTHWESTERN UNIVERSITY, ("University") on behalf of its Religious & Spiritual Life ("RSL"), and Northwestern Office of __ ("Facility User") hereby enter into this Religious & Spiritual Life Facilities Use Agreement ("Agreement") effective as of 09/04/2019 ("Effective Date") for the temporary use of ____ ("Facility") on its Evanston Campus at 1870 Sheridan Road, Evanston, IL 60208. This document shall be valid for 30 days from the Effective Date, after which if it remains unsigned it shall become nonbinding and the Rental Date(s) listed below released from any holds unless agreed upon in writing that the Religious & Spiritual Life Office extends the period of validity.

In consideration of the mutual covenants and agreements hereinafter contained the parties agree as follows:

1. RENTAL DATE(S) & TIME(S)

- Date & Times

University agrees to allow Facility User to use the Facility solely on the Date(s) and during the Time Period(s) and Facility User agrees to use the Facility solely on the Date(s) and during the Time Period(s) indicated above.

2. DEPOSIT AND RENTAL FEES

- a. Facility User will pay the University a rental fee of:

- b. A non-refundable deposit is due at the signing of this Agreement in the amount of:

Outside Clients Only: _____

A signed contract and deposit must be returned to the Religious & Spiritual Life Office within fourteen (14) days of receipt unless a different timeframe is agreed upon in writing by the Management Office. Email confirmation is acceptable.

- c. This Agreement and associated rental fee provide only for the use of a clean, temperature-controlled, and lighted facility with related spaces as noted in [Exhibit B](#),

plus the available inventory of chairs, podia, music stands, and tables, plus free access to parking after 4:00PM on weekdays and all day on weekends.

d. Facility User is required to pay additional fees for labor, equipment rental, ticketing services, additional rental time and other services. An Estimate of Expenses is attached or has already been provided as [Exhibit B](#). All fees must be paid immediately upon receipt of an invoice from the Religious & Spiritual Life Office. At the discretion of the Management Office, Facility User may be required to provide an outside vendor for event requirements beyond the scope of the house PA system and standard lighting capabilities.

e. An invoice itemizing all charges as well as all applicable credits will be sent to Facility User no more than twenty (20) business days following the Event. University may apply the Facility User's deposits to the amount due and the difference will become a balance due to University which is payable immediately upon receipt of the invoice. The payment will be considered past due if it is not received by University within thirty (30) business days of the invoice date. Past due balances will be assessed a one and one-half percent (1.5%) per month finance charge for every month or portion of a month the payment is past due beginning on the invoice date. Facility User agrees to pay all collection and attorneys' fees incurred by University to collect outstanding balances.

f. All payments will be made by Northwestern University check or business checks payable to University and delivered to the Events Manager in the Religious & Spiritual Life Office located at Parkes Hall Room 139 (1870 Sheridan Road, Evanston, IL 60208). University may at its sole option require a certified cashier's check as the only acceptable form of payment.

ADVERTISING AND PROGRAMS

- a. All advertising shall be at the sole expense of Facility User, it being understood that University does not undertake and is under no obligation to advertise or promote the sale of tickets.
- b. University publicity materials within Facility, including but not limited to flyers, posters, banners, literature, signage, and other promotional items must remain in place and be visible, accessible, and available to the public during all events.
- c. Facility User agrees to consult with the Management Office prior to distributing any promotional material in order to ensure proper spelling, addresses, and other event information.
- d. Programs and all related expense shall be the sole responsibility of Facility User, and all programs must contain the following statements: Event Space provided by NU Religious & Spiritual Life.
- e. Smoking is prohibited in any Northwestern University building. Food and beverages are not permitted in the audience seating area.

MERCHANDISE

Facility User agrees not to sell such items as souvenir programs, books, photographs, apparel, or recordings on University premises without approval of University required at least 30 days in advance of event. If University approves such a request, University will provide a sales location and table for Facility User. Facility User shall provide any necessary concessionaire(s) and process all revenue from sales.

Facility User requests permission to sell merchandise on premises: _____

INDEMNIFICATION

Facility User releases University and any of its trustees, officers, employees, agents and subcontractors from any liability arising out of or in connection with its use of University's property, facilities or equipment, including without limitation the Facility, and hereby defends, indemnifies and holds harmless University, its trustees, officers, employees, agents, and subcontractors from and against any loss, cost, damage, or expense (including any associated attorney's fees) incurred as a consequence of (i) Facility User's negligent or wrongful conduct; (ii) Facility User's breach of this Agreement; or (iii) damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with Facility User's use of said property, facilities and equipment, together with any legal and related expenses (including attorney's fees) which may be incurred by University in defending such claims, unless such loss results solely from the negligent acts or omissions of University.

INSURANCE

If Facility User is not associated with Northwestern University, Facility User will procure at its own expense and deliver to University a Certificate of Insurance no later than thirty (30) business days prior to the start of the first Rental Date, naming University as an additional insured in the amount of THREE MILLION DOLLARS (\$3,000,000) per occurrence for bodily injury and ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage. Please note: University's Risk Management department offers insurance policies at competitive rates.

TAXES & LICENSING

- a. University is not liable for any taxes, licenses or permits of any kind imposed by any city, county, state or federal agency as a result of this Agreement. Any such taxes, including any applicable Cook County Amusement Tax, or other licenses or permits shall be solely the obligation of Facility User.
- b. University will not be liable for any licensing fees arising from the use of performance materials. If, in its reasonable judgment, University determines that it is or may become liable for such payments, University reserves the right to pay such fees and bill them to Facility User.

FORCE MAJEURE

Performance of this Agreement by the parties hereto is subject to the occurrence of riots, strikes, destruction of the facility, utility disruption, epidemics, acts or orders of public authorities, and acts of God. University will make the final determination of what constitutes force majeure. Explicitly excluded from conditions of force majeure are instances where an event must be canceled or postponed because artists, presenters, participants or members of Facility User's organization are ill or unable to attend for any other reason. A party desiring to avail itself of the right to cancel this Agreement because of the occurrence of any of the aforementioned conditions of force majeure shall, as soon as reasonably possible, notify the other party thereof by written notification. In the event of such cancellation due to force majeure, each party shall be solely responsible for expenses each has incurred at the time of cancellation and shall not have any liability for any expenses of the other party. Penalties for cancellation for any reason other than force majeure as defined in this paragraph are covered in section m below.

CANCELLATION

If this Agreement is canceled for any reason except reasons determined by University to be force majeure (as defined in section l above), Facility User will incur penalty fees according to the following schedule: **cancellation one hundred eighty (180) days or more** in advance of the first (1st) rental date, Facility User will pay to University one thousand dollars (\$1,000) or the amount of the deposit, whichever is greater; **cancellation less than one hundred eighty (180) days and more than ninety (90) days** in advance of the first (1st) rental date, Facility User will pay to University an amount equal to fifty percent (50%) of the total estimated expenses; **cancellation ninety (90) days or less** in advance of the first (1st) rental date, the Facility User will pay to University an amount equal to one hundred percent (100%) of the total estimated expenses. Additionally, Facility User will pay to University any and all expenses incurred by University to notify patrons and refund patron tickets for events which University served as the Facility User's ticketing agent, including the Cook County amusement taxes, if applicable. Notification of cancellation must be made in writing and delivered to the Events Planning Manager.

SPONSORSHIP

Northwestern University and the Religious & Spiritual Life do not endorse and are not sponsors, co-sponsors or supporters of Facility User's events or organization. Facility User expressly agrees that no assertions or representations will be made concerning any endorsement, sponsorship, co-sponsorship or support of Facility User's organization or events by Northwestern University or Religious & Spiritual Life.

FACILITY USER'S OBLIGATIONS

1. Facility User agrees to abide by all specific room regulations outlined in [Exhibit B](#).
2. Facility User agrees to provide the Religious & Spiritual Life Office with a complete and comprehensive event details no less than forty-five (45) days prior to the first Rental Date. If the Agreement references multiple Dates, Facility User shall provide separate event details for each Date. Failure by the Facility User to provide Religious & Spiritual Life Office with a complete and comprehensive event details shall represent a material breach of this Agreement, and Religious & Spiritual Life may, at its sole discretion,

terminate this Agreement without liability to the University. Facility User must obtain Religious & Spiritual Life's final approval on all event details, and RSL reserves the right to require the hiring of an outside vendor or alterations to the event details if University is unable to support the event as presented. All revisions and edits to the event details must receive University approval prior to event execution.

3. Under no circumstances shall University be obligated to provide any equipment or support for Facility User's event not previously outlined in the University-approved event details.
4. Facility User is responsible for ensuring the event details accurately represents time periods, as also reflected in this Agreement, are sufficient for all activities inclusive of all set-up and tear-down.
5. Facility User agrees to attend an on-site production meeting with University to confirm logistics and technical needs, should the University, in its sole discretion, deem such a meeting necessary.
6. Facility User agrees that the typical duties of a production manager are met solely by Facility User, including the management and coordination of any outside vendors and contractors and communication with any artists regarding their needs.
7. Facility User event agents, employees, participants, support staff and attendees agree to abide by all facility rules and regulations and by all applicable federal, state, and local laws with respect to any activity Facility User undertakes pursuant to this Agreement or associated with its use of the Facility hereunder.
8. Facility User will be responsible for any additional security necessary in connection with Facility User's use of the Facility.
9. Facility User is responsible for returning the Facility to the same condition as found, reasonable wear and tear accepted. All outside materials belonging to Facility User must be removed from University campus by the conclusion of the rental Time Period or user will be subject to a late fee. Any trash or refuse produced must be either removed from the campus or placed inside trash receptacles available in the Facility. Only trash receptacles within the facility may be used for this purpose and any refuse exceeding the capacity of the receptacles must be removed from the University campus by the Facility User. Dumping of any waste or trash on University property is not allowed. Any damage to University property, facilities and equipment, including without limitation the Facility, resulting from Facility User, Facility User's agents or event participants, including clean-up costs beyond normal wear and tear, will be the responsibility of Facility User and billed to the Facility User.

NEGATION OF WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY

University makes no express or implied warranties of any kind, including without limitation any warranties of merchantability or fitness for any particular purpose. In no event will University be liable for consequential or indirect damages or for any amount in excess of the facility rental fee.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois, without reference to its rules governing choice of law or conflicts of laws, and the parties hereby irrevocably agree to the exclusive jurisdiction of courts sitting in Cook County, Illinois, for the resolution of disputes arising under this Agreement.

ASSIGNMENT AND MODIFICATION

This Agreement (a) may not be modified or amended except in writing signed by duly authorized representatives of both parties hereto; (b) may not be assigned by either party without the written consent of the other; (c) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous written, oral or implied understandings, representations and agreements of the parties relating to the subject matter of this Agreement.

ALL OF THE PROVISIONS SET FORTH AS "ADDITIONAL PROVISIONS" AND ALL OF THE REQUIREMENTS SET FORTH IN ANY EXHIBIT, RIDER, OR OTHER ADDENDUM ANNEXED TO THIS AGREEMENT ARE HEREBY INCORPORATED IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH SET FORTH ON THIS PAGE.

Clients Printed Name & Title: _____

Client's Signature: _____

Date Signed: _____