



the Event Manager, 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.

- f. An invoice itemizing all charges as well as all applicable credits will be sent to Facility User no more than twenty (30) 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.
- g. All payments will be made by Northwestern University chartstring 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.

### **3. ADVERTISING AND TICKET SALES**

- 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. No recorded music is allowed in the chapel area.
- c. All rehearsals must have a reservation.

## **6. CUSTODIAL SERVICE**

- a. Facility User must pay a \$150 custodial fee for any event on Saturday or Sunday.

## **7. INDEMNIFICATION**

- a. 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.

## **8. INSURANCE**

- a. 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.

## **9. 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.

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.

## **11. CANCELLATION**

- a. 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

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.

- b. 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.
- c. 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 (30 minutes mandatory) and tear-down (30 minutes mandatory).
- d. 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.
- e. 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.
- f. Facility User may not use any candles or pyrotechnics in the chapel area without consent from the Events Manager.
- g. 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.
- h. Facility User will be responsible for any additional security necessary in connection with Facility User's use of the Facility.
- i. 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,

**15. GOVERNING LAW**

- a. 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.

**16. ASSIGNMENT AND MODIFICATION**

- a. 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: \_\_\_\_\_

e: \_\_\_\_\_

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