

**Ivy Tech Community College/
John Waldron Arts Center
Facility Use Agreement**

The Facility Use Agreement ("Agreement") is made and effective _____ (Date), by and between Ivy Tech Community College of Indiana ("the College") and _____ ("Renter").

Renter's contact information:

Individual/Organization's Name: _____
Billing Address: _____
City, State and Zip code: _____
Phone: _____
Email: _____
Payment Method: _____
Contact Person: _____

Event Information:

Event Title: _____
Event Location/Room: _____
Date: _____ Start Time: _____ End Time: _____
Estimated Attendance: _____

If Multiple Dates*, please list dates or describe the recurrence pattern:

***Total agreed upon days must be equal to or less than 50.**

Open to (check all that apply):

Students Campus Community Businesses General Public Other _____

Purpose of Event

Personal Corporate Community Development Educational
 Entertainment Other _____

Charges

Rent _____
Security and Damage Deposit (refundable): _____
Payment due dates: _____

(Please make checks payable to Ivy Tech Community College)

The College is the owner of land and improvements commonly known as the Ivy Tech Community College/John Waldron Arts Center located at 122 S. Walnut Street, Bloomington, Indiana 47401 (the "Building" or "Leased Premises").

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Terms**

- A. The term of this agreement shall be based on the rental set forth per the College's published rental price structure and guidelines, applicable to all organizations renting space in the Building. The prevailing published **Rental Terms and Conditions (Schedule A) and Rental Rates (Schedule B)** form part of this agreement.
- B. Refundable Damage Deposit: The Renter shall leave the Leased Premises in the same condition as when they entered the Building prior to their use of the Building. Should the Leased Premises be damaged or left in poor condition, the damage deposit shall be used to correct such damage or condition. In the event that the damage deposit is insufficient to adequately correct such condition the Renter shall be responsible for the difference, payable in full within 30 days of notification. In the event that any deposit is left after the correction of any damage or poor condition the balance shall be returned to the Renter.
- C. Use of Alcohol: Laws of the State of Indiana pertaining to the use of alcohol apply. A permit issued by the Indiana Alcohol and Tobacco Commission is required to be displayed at the event and appropriate bartender/server permits issued by the Indiana Alcohol and Tobacco Commission should be available at the event/performance. A copy of the permit is required to be submitted to the College thirty (30) days prior to the event. Renter must secure liquor liability insurance and have the College named as a co-insured.
- D. Renters using copyrighted materials and royalty protected works should provide the College with documentation that rights to these works have been obtained.
- E. Renter has access to Fractured Atlas programs for one year through their association with The College.

2. **Rental**

Rental fees: 50% due first day of rental; 50% due day after rental to The College at 200 Daniels Way, Bloomington, Indiana 47404. If payment is not received by the dates provided, the College may terminate this rental agreement and preclude renter from any and all access to the facility.

3. **Use**

The Renter is to use the Leased Premises for events or theatrical/musical performances and related activities as specified in this agreement and for no other purpose.

4. **Catering**

If food service or catering will be provided at this event, the Renter will be responsible for securing appropriate staff. All caterers must be pre-approved by the College. Caterers brought in by Renter shall carry adequate liability insurance coverage in an amount not less than \$1,000,000.

4. Food

Foods, beverages, or substances that may stain or otherwise damage any interior surface of the building are not permitted in rented space. Examples of prohibited foods/beverages include fresh berries, and artificially colored drinks, and cola. No food or beverage, other than water, is allowed in any of the performance spaces during a performance, unless it is part of the performance.

5. Sublease

Renter shall not sublease any part of the Leased Premises.

6. Other Uses

The College retains the sole right unconditionally and irrevocably to use the Building as it deems fit at any time. During the term of the lease, The College maintains the right to rent other locations in the Building.

7. Repairs

During the Lease term, Renter shall make, at Renter's expense, all necessary repairs to the Leased Premises for any damages incurred to floors, wall, ceilings, and other parts of the Leased Premises as a result of the Renters activities in the Leased Premises including but not limited to the construction of sets. Should the Renter cause damage and the cost of repair or cleaning of the Building be more than the above referenced deposit then Renter shall reimburse the College for all additional costs associated with repair or cleaning of the Building following its use by Renter.

If damage exceeds the amount of the deposit, any subsequent rental agreements already entered into between the College and renter will be held in abeyance by the College until the cost for the damages has been settled in full by the renter or renter's agent.

The College will ensure that the rented facilities are clean and in the standard configuration prior to the lessee's scheduled load-in. Equipment is designated to each performance space and should not move from space to space. Renter is responsible for returning the space to its original condition at the end of the rental period. This responsibility includes but is not limited to the following tasks: cleaning space of trash, placing trash in appropriate trash containers, and cleaning dressing rooms, backstage, and performance spaces. Failure to fulfill cleaning responsibility will result in a fee assigned to the lessee. A cleaning/damage fee will be assessed for any damages beyond the normal wear and tear to the facilities, and/or for any extra cleaning of any areas in the leases premises and/or for failure to return the space to its original configuration. The amount of the fees would depend on the damage, the cleaning to be done and/or staff time to return the room to the standard configuration. Please see the attached Fee Schedule for additional information.

8. Alterations and Improvements

Renter shall not have the right to remodel, redecorate or move any permanent or temporary items or structures, nor make additions, improvements and/or replacements of and to any part of the Leased Premises. Renter shall have the right to place and install personal property, equipment and other temporary installations in and upon the Leased Premises. The load limit on the grid is a maximum of 30 lbs/ft. All personal property, equipment, machinery and temporary installations, whether acquired by Renter at the commencement of the Lease term or placed or installed on the Leased Premises by Renter thereafter, shall remain Renter's property free and clear of any claim by The College. Renter shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Renter at Renter's expense. Anything not removed from the space within two weeks of a show closing will be disposed of by The College, and Renter will be charged for any costs associated with removal.

9. Early Termination

In the event that Renter fails to meet any obligations created under this agreement, the College reserves the right to insist that Renter cure such breach by providing written notice to Renter. In the event that such breach is not cured within 10 days the College shall have the right, in its discretion, to terminate this Agreement immediately and without further notice.

In the event of early termination permitted by this Agreement, Renter shall be entitled to a refund of any fees or pro-rata portion thereof paid by Renter for any remaining period of the Agreement from the date of termination.

10. Insurance

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Renter or any of Renter's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Renter shall be responsible for the costs of repair not covered by insurance.

B. The College shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as The College shall deem appropriate. Renter shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Renter and The College shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by The College, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The College shall be listed as an additional insured on Renter's policy or policies of comprehensive general liability insurance, and (10) days before the rental date or

earlier Renter shall provide The College with current Certificates of Insurance evidencing Renter's compliance with this Paragraph. Renter shall obtain the agreement of Renter's insurers to notify The College that a policy is due to expire at least (10) days prior to such expiration. The College shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

11. Signage

Signage is exclusively the domain of the College. Following The College's consent, Renter shall have the right to place on the Leased Premises, at locations and language mutually agreed upon by The College and Renter, signage which is permitted by applicable zoning ordinances and private restrictions. The College may refuse consent to any proposed signage that is in The College's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Renter. Renter shall repair all damage to the Leased Premises resulting from the removal of signs installed by Renter.

12. Entry

The College shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided The College shall not thereby unreasonably interfere with Renter's business on the Leased Premises.

13. Management

- A. Renter shall comply with, and not at any time be in conflict with, the College's business, mission, vision and values. Renter will comply with the College's management practices, policies and procedures.
- B. Renter is prohibited from sharing The College's propriety information with any other party. The College is prohibited from sharing Renter's propriety information with any other party.
- C. In the interest of the best public relations and media practices, at no time will Renter speak for or on behalf of the College or its business. Any inquiry by the general public or media concerning the business of The College is to be directed by Renter without comment to the College. Likewise, at no time will The College speak for or on behalf of Renter and any inquiry by the general public or media concerning the business of Renter is to be directed without comment to Renter.

14. Building Rules

Renter will comply with the rules of the Building adopted and altered by The College from time to time and will cause all of its agents, employees, invitees and visitors to do so.

15. Force Majeure

Except as otherwise provided in other sections of this Agreement, neither Ivy Tech nor the Renter will be held liable for failure to perform, present, or appear if such failure is

caused by or due to serious illness, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.

16. Marketing and Publicity

Renter agrees to advise The College in advance of publication of all marketing and publicity materials or circumstances in which the College's organization name and Building will be named. When included in marketing, "Ivy Tech John Waldron Arts Center" or "Ivy Tech Waldron" must be used.

17. Indemnification

Renter agrees to indemnify and hold harmless the College and its directors, officers, employees, agents or representatives from all claims and damages arising from Renter's activities, including renter's agents, employee, and invitees in conjunction with this event. Renter agrees to comply with all applicable Indiana workers compensation laws and hold Ivy Tech harmless from any damages arising from injury to any worker injured in relation to this event.

18. Litigation Expenses

If there is any litigation between the College and Renter arising out of this Agreement, and should the College prevail in the litigation it shall be entitled to have all of its costs and expenses, including attorneys' fees, paid by the Renter. The College is entitled to have judgment entered in the proceeding for all of those costs and expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Paul Daily Date
Artistic Director, Ivy Tech Community College/John Waldron Arts Center

Doug Giles Date
Executive Director for Administration, Ivy Tech Community College

Name, Renter Title Date

**Schedule A: Ivy Tech Community College/John Waldron Arts Center
Rental Terms and Conditions (Effective October 5, 2010)**

1. Deposits

- a. Deposits are per event, not per day. An event is a one-off occurrence or a run of a show.
- b. Deposits are due and will be deposited by the College thirty (30) days prior to the beginning date of the event or run of show.
- c. Deposits are not credited towards the rental payment.
- d. Damages, additional charges and unpaid rental fees will be taken out of the deposit. Charges from the fire department due to false alarms will also come from the deposit.
- e. Settlement of the deposit will take place within forty-five (45) days of the event ending to the contact name and address on the contract, as long as all terms and conditions of the contract have been honored by renter.
- f. Deposit fees are three hundred dollars (\$300) per event without food and drink, or five hundred dollars (\$500) per event with food and drink.

2. Hours

Normal rental hours occur between 9 am and 11 pm.

3. Capacity

- a. The Firebay can hold no more than 90 individuals.
- b. The Auditorium can hold no more than 200 individuals.

Schedule B: Ivy Tech John Waldron Arts Center Rental Rates

Rental Structure

	Auditorium	Firebay
Weekend	\$585.00	\$370.00
Thursday & Sunday	\$495.00	\$300.00
Monday, Tuesday, Wednesday	\$400.00	\$245.00
Weekly Rate	\$1,970.00	\$925.00
Holiday Rate*	\$860.00	\$555.00

Not-for-profit

	Auditorium	Firebay
Weekend	\$545.00	\$345.00
Thursday & Sunday	\$460.00	\$280.00
Monday, Tuesday, Wednesday	\$370.00	\$230.00
Weekly Rate	\$1830.00	\$860.00
Holiday Rate*	\$800.00	\$515.00

*The holiday rate is charged for dates the College is closed for a holiday. Weekly rates are not available for dates that include a College holiday.

Gallery Event Rental Rates

Rosemary P. Miller Gallery	\$180.00
Treasurer's Gallery	\$150.00
Education Gallery	\$170.00

FEE SCHEDULE

The following are fees charged for restoring specific items in the space:	
Curtains	\$200/curtain
Risers	\$500
Chairs	\$10/chair
Sound system	\$200
Lights in storage	\$250
Rigging	\$250
Cables	\$300

The following are fees charged if these are found in the space:	
Alcohol	\$200
Smoking	\$200
Food	\$500

All other charges are based on incident and hours worked. Renter's initials: _____