

NORTHWESTERN UNIVERSITY, ("University") on behalf of its Religious & Spiritual Life

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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)**



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 payh8 Tf1 0 0 1become a balance due to Univeast due balances will be assessed

## **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, il. reBbnBT/pf1nplitiesoe9nam

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



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**