

Alice Millar Chapel & Jeanne Vail Chapel Memorial Service Rental Agreement

NORTHWESTERN UNIVERSITY, ("University") on behalf of its Religious & Spiritual Life ("RSL"), and ("Facility User") hereby enter into this Religious & Spiritual Life Facilities Use Agreement ("Agreement") effective as of 01/01/2020 ("Effective Date") for the temporary use of Alice Millar Chapel/Jeanne Vail Chapel ("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)

- a. 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.

2. DEPOSIT AND RENTAL FEES

Facility User will pay the University a rental fee according to the following structure:

Alice Millar Chapel (NU alumni, staff, faculty)	\$800 (3 hours)
Jeanne Vail Chapel (NU alumni, staff, faculty)	\$700 (3 hours)
Reception (Parkes 122)	\$700 (4 hours)
Church in the Chapel Congregation	No cost with NU Chaplain presiding
All current NU students	No cost with NU Chaplain presiding

- a. All external clients must submit a **\$300 non-refundable deposit** is due at the signing of this Agreement.
- b. 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.
- c. This Agreement and associated rental fee provide only for the use of a clean, temperature-controlled, and lighted facility plus the available inventory of chairs, podia, music stands, and tables. And access to the parking lot 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. All fees must be paid immediately upon receipt of an invoice from the Religious & Spiritual Life Office. At the discretion of 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.

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8. 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.

9. FORCE MAJEURE

- a. 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.

10. 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 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.

11. SPONSORSHIP

- a. 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.

12. FACILITY USER'S OBLIGATIONS

- a. 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

agree to the exclusive jurisdiction of courts sitting in Cook County, Illinois, for the resolution of disputes arising under this Agreement.

15. 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: _____

Client's Signature: _____

Date Signed: _____