FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement"), made by and between The Board of Trustees of the University of Illinois, a public body politic and corporate of the State of Illinois, on behalf of UIC Venues and Events with its principal offices at 525 S. Racine Avenue, Chicago IL 60607, hereinafter referred to as "University" for the use of the Credit Union 1 Arena Facilities of the University of Illinois ("Facilities"), and the Organization ("Organization"), identified as follows:

ORGANIZATION:	J Sterling Morton High School District 201
BUSINESS ENTITY	Government - Local
STATE OF DOMICILE	ILLINOIS
ADDRESS:	5801 W. Cermak Road,
	Cicero, Il 60804
NAME OF CONTACT PERSON:	Natalie Kozlowski
CONTACT PERSON'S TITLE:	Director of Student Activities
CONTACT PERSON'S PHONE:	708-780-4000 x2513
CONTACT PERSON'S EMAIL: ADDRESS:	NKozlowski@jsmorton.org
ADDRESS OF PRINCIPAL OFFICES :	
(if different than above)	

Organization and University agree to the following terms and conditions governing the use of the Facilities, as defined herein, and further agree that the terms and conditions set forth in each of the exhibits attached to this Agreement as set forth in Article 20 shall apply and shall be incorporated herein and made a part of this Agreement. The Facilities shall, at all times, remain the property of University under its control and direction.

ARTICLE 1. PURPOSE/EVENT

Organization shall only use the Facilities for the following purpose ("Event"):

Morton East and West High School Graduations. 11:00 am and 3:00 pm. Doors open 1 hour prior.

Organization shall identify names of performers, if any. The nature of the Event may not be changed without the prior written consent of the University.

ARTICLE 2. RESERVED FACILITIES

University shall furnish the Facilities as listed below for the specified duration.

NAME OF FACILITIES	DAY/DATE
Credit Union 1 Arena	Sunday, May 23, 2027

University reserves the right to relocate the Event to other University facilities at no additional cost to Organization with the understanding that, if possible, comparable facilities will be provided when a

relocation is necessary.

ARTICLE 3. TIME

Organization may use the Facilities only at the times stated below:

☒ Event use shall Start 11:00 am on May 23, 2027 and End at 5:00 pm on May 23, 2027.

☒ Production Start and Move-In and Move-Out Time

The move-in period shall begin at 8:00 o'clock a.m. on May 23, 2027.

The move-out must be completed by 8:00 o'clock p.m. on May 23, 2027.

ARTICLE 4. FEES AND PAYMENTS

4.1. Fees

Organization agrees to pay University rental fee in the amount of $44,200.00 the use of the Facilities. Organization shall also pay, in addition to the base rental fee, reimbursable costs, if any, as estimated in *Exhibit A Fees and Costs*. Organization agrees to pay $5,000.00 upon the return of this signed Agreement as a deposit and further agrees that additional required payments will be made as follows:

Balance due 30 days prior to event date.

4.2. Deposits and Payments

Organization shall make all deposits by certified check, ACH or other acceptable forms of payment made payable to *University of Illinois*. Organization agrees to make any additional deposits, upon receipt of written notice, as required by University to cover extraordinary expenses for use of the Facilities.

University will use its best efforts to make all requests for additional deposits at least thirty (30) calendar days prior to the commencement of use of the Facilities.

4.3. Settlements

All fee settlements shall be made by the end of the contracted use. Settlements shall include payment of the estimated reimbursable costs assessed by University plus a ten percent (10%) contingency fee charge. Any unused portions will be returned to Organization upon final settlement of all accounts no later than ten (10) working days after the rental.

ARTICLE 5. ORGANIZATION'S RESPONSIBILITIES

Organization shall exercise due care and reasonable control over its staff, employees and contracting parties. Organization agrees not to allow any individual to render services to the Organization under this Agreement while under the influence, or in the possession of alcoholic beverages and/or illegal or controlled substances. Organization agrees that activities occurring within the Facility shall be with persons behaving in a manner acceptable to University. Should an employee, agent or contractor of the Organization fail to comply with this standard of behavior, University may request, and the Organization must assure, that the individual cease all work for the Organization at the Facilities for the duration of the Event.

ARTICLE 6. ORGANIZATION'S PROPERTY AND STORAGE

University shall not be liable for the damage or destruction of any personal property of the Organization or its agents or employees. Organization will indemnify University from any claims resulting from any losses arising from any third party for loss or damage to property on the premises as a result of this Agreement. Organization assumes all responsibility for Organization's goods or materials in storage at the Facilities before, during or after Event.

ARTICLE 7. RETURN OF PREMISES

Organization agrees to vacate Facilities no later than the time set forth in Article 3 above. Organization further agrees to leave Credit Union 1 Arena Facilities in the same condition as Facilities were at the date/time Organization began occupancy and use of Facilities began, ordinary wear and tear excepted.

ARTICLE 8. DAMAGES AND NON-ROUTINE CLEAN-UP

8.1. Organization shall pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this Agreement in order to restore Facilities or any part thereof to the same condition as Facilities were at the date/time Organization began occupancy and use of Facilities began.

8.2. Organization shall pay all reasonable costs associated with non-routine clean-up of Facilities in order to restore the Facilities or any part thereof to the same condition as Facilities were at the date/time Organization began occupancy and use of Facilities began.

8.3. University shall not release any monies to Organization in settlement of amounts that may be due to Organization hereunder until a thorough check of the Facilities has been made and the condition of the Facilities has been determined by the University to be acceptable.

ARTICLE 9. TERMINATION

9.1. Termination without Cause by Organization

In the event of termination without cause by Organization:

A. If Organization elects to terminate this Agreement less than sixty (60) calendar days prior to the first day of Event, Organization shall owe University the rental fee(s) as set forth in Article 4 above as liquidated damages and shall also owe the total of any service and reimbursable costs incurred as of the date of termination as determined in University's sole discretion. Organization's deposit, if any, shall be applied to any amounts due under this paragraph and all balances will be separately billed and due upon receipt.

B. If termination occurs at least sixty (60) calendar days prior to the first day of Event, Organization shall owe University only those service and reimbursable costs that have been incurred as of the date of the termination, as determined in the University's sole discretion.

9.2. Termination without Cause by University

University reserves the right to terminate this Agreement at any time, for no reason or any reason excluding subsequent scheduling of a different event, University may terminate this Agreement upon no less than thirty (30) days prior written notice to Organization. In the event University exercises this right, Organization's sole and exclusive remedy shall be a refund of any fees paid or, as the case may be, a release from all liability for payment of any amount for which Organization would have been liable hereunder. Should University exercise said right, Organization shall forego any and all claims for damages, breach of contract and loss of income against University and waives any and all rights which might arise by reason of the terms of this Agreement and any and all recourse against University in relation to its contract for the third party.

9.3. Termination for Cause

Upon breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement upon 30 days written notice, unless during such notice period the breaching Party fully cures its breach. The waiver of any right to terminate for breach shall not constitute a waiver of any right to terminate for future breaches, whether of a similar or dissimilar nature.

A. If the Event conflicts in any way with the policies or regulations of University

regarding meetings on the campus or if it violates any federal, state, or local law.

B. Should University institute suit or any action or proceeding against Organization as a result of failure to comply with any terms of this Agreement, University shall recover all damages provided by law, costs and disbursements, including reasonable attorney's fees and court costs.

9.4. Immediate Termination

In the event the Facilities or any part thereof is destroyed or damaged by any cause, or if any other casualty or unforeseen occurrence shall render use of the Facilities impossible, in the sole judgment of University, then this Agreement shall terminate. Organization hereby waives any claims for damages or compensation resulting in termination of use due to the causes described herein, and may leave all exhibits, equipment or materials in the Facilities in the event of causes described herein.

ARTICLE 10. INDEMNITY

Organization agrees to indemnify and hold harmless The Board of Trustees of the University of Illinois, its trustees, employees, volunteers, executors, heirs and assigns, including its Facilities from and against all loss, damage, expense, costs and reasonable attorney's fees, which any of them may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property caused by or through the performance of this Agreement by Organization, its agents, employees or students or due to or arising in any manner from the wrongful act or negligence of Organization, its agents, employees or students. In the event of any injury, including death, or loss or damage, or claim therefore, Organization shall give immediate notice thereof to University.

ARTICLE 11. INSURANCE

Organization shall provide at its expense public liability insurance issued by a company licensed to do business in the State of Illinois and acceptable to University. University reserves the right to increase the required insurance limits after a comprehensive risk assessment for the Event. At minimum, the insurance coverage shall be in the following amounts:

A. Comprehensive General Liability Insurance, including Bodily Injury, Property Damage, Contractual and Products Liability:

   a. $1,000,000 per occurrence;

   b. $2,000,000 aggregate

   c. No sexual molestation exclusion allowed.

   d. The Board of Trustees of the University of Illinois shall be named as additional insured.

B. Workers' Compensation and Employer's Liability:

   a. Part A: Statutory, in accordance with the terms of the Illinois Workers' Compensation Act.

   b. Part B: Employer's Liability coverage with a minimum of $500,000.

Each of the afore-mentioned policies must be written by a company with a rating of at least B+:VI in the most recent edition of BEST's RATING GUIDE. Each policy shall provide that ten (10) business days written notice be given to the University if the policy is changed or cancelled. Organization shall furnish University a copy of the policy and a Certificate of Insurance signed by a licensed agent of the insurance company no less than fourteen (14) calendar days prior to commencement of the Event. If said policy is not timely

provided, the Event will be CANCELLED and this Agreement shall automatically terminate.

ARTICLE 12. NOTICE OF EVENT REQUIREMENTS

One complete copy of a floor plan set-up for the Event must be submitted to University no less than fourteen (14) days before the Event, when applicable. No activity can commence until such plan has been approved by University. Failure to submit such plan may result in cancellation of this Agreement.

ARTICLE 13. COMPLIANCE WITH REGULATIONS

Organization will comply with all applicable Federal, State and local laws and ordinances and University regulations applicable to its use of the Facilities.

ARTICLE 14. CERTIFICATIONS BY ORGANIZATION

By signing this Agreement, Organization attests to the following certifications. Willfully falsifying certifications or affirmations may subject Organization to criminal penalties including fines and/or imprisonment. Organization shall inform University immediately if it would no longer be able to make these certifications or representations at any time during the term hereof.

14.1. Bribery Certification Clause. Organization certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has the Organization made an admission of guilt of such conduct which is a matter of record.

14.2. Conflict of Interest. Organization shall disclose, to the best of its knowledge, any potential conflict of interest between it or its financial interests and the University.

14.3. Certification Statement. The undersigned hereby certifies that its business entity has not been barred from engaging in this license as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961.

14.4. Non-Discrimination and Equal Employment Opportunity. Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

14.5. Exclusions Party Lists. Organization certifies that neither it nor any of its directors, officers, employees, agents or subcontractors who may provide services pursuant to this Agreement (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Organization shall provide University immediate written notice if Organization learns that this certification was erroneous when made or if Organization or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. Organization further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. See the following websites: http://exclusions.oig.hhs.gov/ and http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx. University may terminate this Agreement immediately without any penalty to University if either of these certifications was erroneous when made and/or becomes no longer valid during the term of this Agreement.

14.6. Abused and Neglected Child Reporting Act. Organization certifies that it is familiar with the Abused and Neglected Child Reporting Act (ANCRA) (325 ILCS 5/1 et. seq.) and shall comply with all applicable provisions.

ARTICLE 15. ANNOUNCEMENTS

University reserves the right to make announcements during, before, and after the Event about any subject whatsoever. Organization shall cooperate and aid in delivery of announcements for public safety.

ARTICLE 16. NON-ASSIGNMENT

Organization shall not assign, transfer or sublet this Agreement or its right, title or interest herein without University's prior written approval which may be granted or withheld by University's sole discretion.

ARTICLE 17. NON-WAIVER

Either party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

ARTICLE 18. NOTICE

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Organization shall be sent to:

J Sterling Morton High School District 201
5801 W. Cermak Road
Cicero, Il 60804
Attention: Natalie Kozlowski
Phone: 708-780-4000 x2513
Email address: NKozlowski@jsmorton.org

Notices to University shall be sent to:

UIC Venues & Events
525 S. Racine Avenue
Chicago, IL 60607
Attn: Matthew Liskh
Phone: 312-413-5700
Email Address: mliskh@uic.edu

ARTICLE 19. GOVERNING LAW

This Agreement is governed and interpreted in accordance with the laws of the State of Illinois without regard to its conflicts of law rules. Both parties agree that jurisdiction and venue for the formal resolution of any claims against University arising out of or relating to this Agreement shall lie exclusively in the Illinois Court of Claims.

ARTICLE 20. INTEGRATION

This Agreement, with its accompanying exhibits, attachments, addenda and agreed upon riders if any constitutes the entire agreement of the parties. It is expressly understood and agreed that the University makes no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary, or conflict with the provisions hereof. Any purported outside representations or

agreement have no force or effect upon the rights or duties of the University hereunder. No term, provision, or condition of this Agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. The Exhibit(s) below are expressly incorporated by reference into and made a part of this Agreement.

- ☒ Exhibit A – Fees and Costs
- ☒ Exhibit B - Regulations for Use of UIC Facilities
- ☐ Exhibit C – Performers and Merchandise Policy
- ☐ Exhibit D – Food and Beverage Concessions Policy
- ☐ Exhibit E – Ticket Policy
- ☐ Exhibit F – Guest Accommodations Policy
- ☐ Exhibit G – Youth Group Policy
- ☐ Exhibit H – UIC Athletics and Recreational Facilities Use Policy

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and acknowledge that they have authority to bind their respective parties.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____

Paul N. Ellinger, Comptroller

Date:

J Sterling Morton High School District 201

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Legal Form by OUC

Exhibit A

FEES AND COSTS

ORGANIZATION shall pay all usual and customary charges established by UNIVERSITY for the use of equipment and services incident to the use of the Facilities. ORGANIZATION will be assessed charges for extra services, such as set-ups, additional furniture, or transportation, and will be assessed charges for identifiable increments to UNIVERSITY's operations and maintenance expenses brought about by the use of Facilities. Such charges are estimated below. Actual charges may vary depending on actual services provided for the Event. UNIVERSITY reserves the right to require advance payment of all or any portion of such anticipated charges.

ORGANIZATION estimates the attendance for the Event is expected at 5,000. UNIVERSITY reserves the right to adjust the estimated charges as set forth in this Exhibit A if actual attendance exceeds estimated attendance.

Customary Charges:

Flat rate of $44,200.00 includes building rental, our operations staff (set-up, cleaning, teardown), our house staff (ushers and ticket takers), medical personnel (in case a spectator needs medical attention), security (both inside and traffic control), receptionist, ticketing(if needed), audio and graphics staff, LED and Marquee equipment (permanently affixed to building), house electrician, house engineer, stage rental, back drop rental and 75 parking passes

Additional Charges:

Any items not covered above will be charged at rates current at time of event.

Reimbursable Costs:

Read and agreed to by: _____ Date: _____

Exhibit B

UIC Regulations for Use of Facilities

The following regulations are applicable to all ORGANIZATIONS using UIC facilities ("Facilities") and to Events that are held at the Facilities. Capitalized terms used herein shall have the same meanings assigned to them in the Facility Use Agreement. Additional information about safety and other applicable rules and regulations are available at the applicable UIC Facilities office. ORGANIZATIONS that are granted permission to use Facilities will be expected to comply with all applicable UNIVERSITY rules and regulations and city, state, and federal laws. These rules and regulations shall include, but are not limited to the following:

PRODUCTION

A. ORGANIZATION shall authorize, in writing, the name of representative(s) of ORGANIZATION who are authorized to request and approve production change orders and revisions including the acceptance of incremental costs to the ORGANIZATION.

B. All existing UNIVERSITY and Campus rules and regulations shall be applicable to use of the Facilities.

C. ORGANIZATION and Facilities shall mutually agree on delivery times locations for event materials. Duly authorized representatives of the Facilities shall enter all premises at any time and on any occasion without restriction.

D. Lost articles shall be collected and kept in custody by Facilities.

E. ORGANIZATION agrees not to allow any of its employees or agents to render services to ORGANIZATION in the Facilities while under the influence of, or in possession of, alcoholic beverages and/or illegal controlled substances. Should an employee or agent not comply with this standard of behavior, UIC may request, and ORGANIZATION must comply, that the individual cease all work in the facility and leave the premises. Further, ORGANIZATION agrees that employees shall behave in a manner acceptable to UNIVERSITY. Those employees who do not comply with these standards will be asked to cease all work and leave the premises.

F. Facilities equipment may not be used by ORGANIZATION's employees unless specific authorization is obtained from UIC.

ALTERATIONS OF FACILITIES:

Any changes to the Facilities must be approved in writing by UNIVERSITY. Such changes may include, but will not be limited to the removal, relocation, or addition of equipment, furniture, decorations, or stage properties. Alterations of Facilities may result in service charges to ORGANIZATION. Requests for such changes will be honored only with the stipulation that ORGANIZATION will assume necessary costs. Any unauthorized changes to Facilities will be corrected by UNIVERSITY at the expense of the ORGANIZATION. Special equipment will be provided with the stipulation that necessary charges will be assumed by the ORGANIZATION.

PUBLIC SAFETY:

ORGANIZATIONS using Facilities shall be responsible for exercising due care and reasonable control to ensure the safety and protection of persons and property at the ORGANIZATION's Event and shall cooperate with and comply with UNIVERSITY efforts to ensure same.

A. UNIVERSITY Facilities retain the right to determine and assign all appropriate security and

staff personnel necessary to properly serve and protect the public. This shall include all reasonable efforts to ensure compliance with UNIVERSITY rules and regulations pertaining to public safety and protection by all persons in attendance at the Event. An ORGANIZATION may be charged for the cost of extra police or other security personnel retained by UNIVERSITY if in the reasonable judgment of UNIVERSITY such additional security is warranted by the Event. The number of such personnel shall be determined by UNIVERSITY on the basis of the nature of the proposed Event, the number anticipated to be in attendance, and the past experience of UNIVERSITY with respect to similar events. Any staff provided by Organization shall be under the jurisdiction of the UNIVERSITY.

B. In the interest of personal safety of guests of UNIVERSITY, students, and staff, Facilities shall not be used in excess of the normal capacity and shall be used as normally equipped. It is further agreed that all safety and fire prevention regulations posted at the Facilities will be followed.

C. ORGANIZATION shall not bring or allow into Facilities or surrounding premises, any material, substance, equipment or object which is possibly or likely to cause injury to and/or endanger the life or health of any person in Facilities which may constitute a hazard to the surrounding property. Such materials shall include, but not be limited to, materials which are flammable or combustible, toxic, corrosive or gaseous, pyrotechnics or explosives, or objects too heavy for the structure or parts thereof.

D. Organization or its agent shall notify the artist, artist's production company, and event planners that the use of open flame, pyrotechnics, or other displays and effects involving combustion must be in compliance with the University's policy on the use of Pyrotechnics and require the express written approval of the University's Environmental Health and Safety Department and the Facility Manager.

E. UNIVERSITY reserves the right to enforce all necessary and proper rules for management and safe operation of the Facilities (including parking lots), at all times, including, but not limited to, those rules made available to ORGANIZATION or published in any UNIVERSITY handbook or code of conduct. Enforcement may entail emergency interruption of any Event requiring evacuation of the Facilities. UNIVERSITY employees so authorized may enter the Facilities at all times without any restrictions whatsoever.

F. ORGANIZATION shall cooperate with and comply with UNIVERSITY efforts to insure such safety.

G. ORGANIZATION agrees to open doors for Event in accord with advertised times, unless UNIVERSITY deems, for safety/health reason that door opening time must be adjusted.

H. UNIVERSITY retains the sole right to determine such matters as interruption of performance or evacuation of facility in the interest of public safety. If the UNIVERSITY Chancellor or his/her designee determines that for any reason adequate safety or protection of persons or property at the event cannot be ensured through reasonable security and other precautions, he/she may deny, withdraw, or further qualify permission for the use of Facilities at any time.

I. Consumption of alcoholic beverages is prohibited in the Facilities except as authorized in advance by UNIVERSITY personnel and under Event written agreement.

J. Gambling is prohibited in UNIVERSITY Facilities or on the University Campus.

K. Fire regulations prohibit smoking in other than allowed areas. See Paragraph on Smoking, below.

L. Aisles and walkways must be kept clear at all times.

M. All rules and regulations must be adhered to while using UNIVERSITY Facilities or any facility on the UNIVERSITY campus including but not limited to athletics and recreational facilities.

N. Anyone using any UNIVERSITY facility must conduct themselves appropriately (examples of inappropriate behavior include but are not limited to fighting, verbal abuse, and sexual misconduct). Anyone not conducting themselves appropriately will be asked to leave the facility. Failure to do so will result in immediate assistance from the UNIVERSITY Police.

ANNOUNCEMENTS

UNIVERSITY reserves the right to make announcements during, before, and after all Events about any subject whatsoever. ORGANIZATION shall cooperate and will cause its agents and performers to aid in the delivery of announcements for public safety.

NOTICE OF EVENT REQUIREMENTS

ORGANIZATION shall provide UNIVERSITY a full outline of all Event requirements, including facility setups and support requirements at least fourteen (14) calendar days before the first day of the Event(s) and no activity can commence until such plan has been approved by UNIVERSITY.

EVENT FOOD AND BEVERAGE

The serving and preparation of food and beverages in UNIVERSITY's Student Centers, other than by Campus Dining Services, is prohibited. All food or refreshments must be arranged with the catering manager or designated representative of Campus Dining Services. No other food may be brought into any Facilities without the approval of the UNIVERSITY. Service of alcoholic beverages may be permitted under certain circumstances in UNIVERSITY's sole discretion. Inquiries on this subject should be directed to the UNIVERSITY Facilities office.

UNIVERSITY reserves the right to control all concessions and sales, food/beverage services and parking privileges, the cost of which shall be set forth in Exhibit A. Any deviation must be contained in a written agreement signed by both parties.

SIGNS

ORGANIZATION shall not post, or allow to be posted any signs, cards, posters, banners, advertisements, notices or announcements, except on such display areas as provided by and approved by UNIVERSITY. Use of such areas is non-exclusive and all materials so posted are subject to approval by UNIVERSITY. Advertisements for products or services will not be allowed without written permission by UNIVERSITY.

DISTRIBUTION OR SALE OF PRINTED MATERIAL AND USE OF UNIVERSITY IMAGES

UNIVERSITY shall have complete control over the distribution and sale of all printed material at all times in the Facilities. Any deviation from this policy for commercial purposes shall be subject to separate written agreement. UNIVERSITY's name, logo or identifiable images may not be used by ORGANIZATION in any printed or visual materials (including still or motion recordings) without UNIVERSITY's prior written permission.

DECORATIONS

All combustible decorative material including curtains, scenery, and acoustical material, with the exception of floor covering, will be flame-proofed. Materials will be considered flame-proofed if they do not ignite when subjected to the flame produced by burning an ordinary wood match.

Open flames, such as candles or torches, may not be used unless written approval is first obtained from UNIVERSITY. If approval is granted, candles used on tables shall be firmly supported in candlesticks and placed well away from combustible materials. It is not permissible to carry lighted candles.

SMOKING REGULATIONS

The University is a tobacco-free campus (including smokeless tobacco products). Tobacco product use and the sale of tobacco products are prohibited on all University buildings, facilities, campus grounds, in all campus and Campus Auxiliary-owned properties, and in all university-owned vehicles and in private vehicles while on campus.

EXITS

All aisles leading to exit doors must be kept clear and unobstructed. During the period of use, no required exit door may be fastened so that the door cannot be opened readily from the inside. Required exit ways serving the room shall be adequately lighted at all times during which the room is occupied. No part of an exit way will be used in such a way as to obstruct its use as an exit or to present a fire hazard. Musical instruments, cases, trucks, or props shall not be stored in an exit way or passageway.

EVACUATION

Where evacuation plans have been developed and approved for ORGANIZATION's Event, ORGANIZATION hereby agrees to pay all expenses associated with the implementation of such plans including hiring, training, and assignment of necessary ushers.

COPYRIGHTS AND LICENSES

ORGANIZATION shall assume all liability and costs arising from the use of copyrighted, patented, trademarked, or franchised, rights used on or incorporated in the Event(s). ORGANIZATION agrees to indemnify, defend and hold harmless UNIVERSITY from any and all claims or costs, including legal fees, which arise from the use of any such materials.

PERFORMANCE APPROVAL

UNIVERSITY retains the right to approve performances, speakers, exhibitions or entertainment offered during the Events and may cease any and all activity which UNIVERSITY determines is inconsistent with UNIVERSITY's mission or which in any way violates any applicable laws, rules, and regulations, or advertising, promotion or other rights reserved and protected under this Agreement. In addition, ORGANIZATION must maintain a valid contract with the performing artist, speaker, or entertainer for the duration of this Agreement, a copy of which shall be provided to UNIVERSITY upon written request.

UTILITY CONNECTIONS

Provision of any utility connection, other than that in existence within the Facilities must be approved in writing by UNIVERSITY. Any additional work required for such connections shall be provided by UNIVERSITY at the sole expense of ORGANIZATION. UNIVERSITY reserves the right to determine such costs as they occur.

ORGANIZATION'S PROPERTY AND STORAGE

UNIVERSITY shall not be liable for the damage or destruction of any personal property of ORGANIZATION or its guests, agents or employees who will hold harmless UNIVERSITY from any claims resulting from any such losses ORGANIZATION assumes all responsibility for goods or materials in storage at the Facilities before, during or after Event(s).

Read and agreed to by: _____ Date: _____