

Tulane University
Lavin-Bernick Center/McAlister Auditorium
Agreement for Rental of Facilities

This Agreement for rental of facilities is made the -- day of ---, 200- between the Administrators of the Tulane Educational Fund, dba Tulane University, on behalf of its Department of Campus Life (hereinafter "Lessor") located in Suite 218, Lavin-Bernick Center and -----(hereinafter "Lessee").

Lessor, for and in consideration of the payment by Lessee of the payments and deposits hereinafter set forth, and of the performance by Lessee of all covenants, conditions and agreements hereinafter contained, hereby grants to the Lessee the nonassignable lease to use in its present condition, the following described premises:

----- (hereinafter called the Facility) to be used by Lessee for the purpose of ----- (hereinafter "event", whether one or more) and for no other purpose whatsoever. The term of this lease is to be for the inclusive dates listed: ----- Lessee covenants and agrees to each of the following:

1. To pay Tulane University a rental fee of \$---- for use of the Facility. This fee shall be due no later than 10 days before the event.
2. To reimburse Lessor for all direct labor costs incurred by the Lessor, which are deemed by the Facility Manager as necessary to properly maintain and operate the Facility during the term of the lease. The purpose of this payment is to reimburse Lessor for services and/or personnel required, including, though not limited to, custodial service, set-up and strike service, physical plant services, security, traffic control, facility supervision and equipment use. (Specifics to be provided in a separate document).
3. To abide by and enforce all the rules and procedures that Lessor has established for the Facility's use, and any rules or policies that apply to the University. Neither Lessee nor any person associated with the same, including Lessee's guests attending any event contemplated in this Agreement, shall not bring onto or possess on the University premises any animals, weapons, contraband, explosives, fireworks, or other controlled substances.
4. To leave the Facility, and its vicinity, in the same condition as it was at the commencement of the lease term. The Lessee agrees to pay any extra charges for labor and/or materials when an excessive amount of cleaning is required by the Lessor to return the Facility to its prior condition. Lessee also agrees to pay Lessor for any damages to the Facility suffered as a result of Lessee's use the Facility.
5. That during the lease term, only the Lessee shall have use of the Facility; possession, control and ownership of the Facility shall remain with Lessor. However, the Lessee will be the sole authority in the direction of its event and Lessor agrees not to interfere unless otherwise provided for in this lease or in the event of danger to life and/or property, in which case intervention may be made by Lessor's authorized staff member or appropriate emergency personnel.
6. To refrain from painting or exhibiting any signs or other advertising materials except with express permission of Lessor.
7. To comply with all federal, state or municipal laws, statutes, regulations or ordinances and all agencies thereof, and all rules or requirements of the local police and fire departments, and to obtain and pay for all required permits and licenses.
8. To permit the agents of the Lessor to enter into the leased premises at any time.
9. That there shall not be admitted to the premises a larger number of persons than the seating capacity thereof will accommodate, and the decision of the Lessor in this respect shall be final.
10. That all broadcasting and telecasting privileges are reserved to the Lessor, and the Lessee shall not broadcast or telecast or permit to be broadcast or telecast in any way from the leased premises without the written consent of the Lessor.
11. That printed programs or literature, if any, shall be provided by the Lessee at its sole expense. Any such sale of these programs or literature may be done at the Facility, with all revenues accruing to Lessee, as long as the items are sold by Lessee's personnel. The Lessee agrees that no program, literature, or any publicity used to promote its events shall indicate Lessor to be a sponsor unless such a written agreement has been executed.
12. To indemnify, protect, defend and hold harmless Lessor and Lessor's former and current administrators, trustees, officers, directors, employees, volunteers, agents, assigns, representatives and students (hereinafter "Lessor Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities (including attorneys' fees associated with same) arising in favor of or asserted by or on behalf of any person or entity for bodily injury, personal injury, death or property damage arising out of or related to the use of the Facility by Lessee or the services provided with its use, regardless of whether caused, in whole or in part, by negligence, strict liability or other legal fault of any of the Lessor Indemnified Parties.

13. That any participant using the Facility under Lessee's direction has either insurance protection covering injuries that may occur during the event or has provided a signed waiver releasing Lessee and Lessor from any and all liability.
14. That Lessee shall provide and maintain, at its sole cost and expense, Commercial General Liability insurance providing coverage in the case of bodily injury in an amount not less than \$1,000,000 for each occurrence and in the aggregate, and in the case of property damage, not less than \$100,000 for each occurrence, and including coverage for contractual liability assumed under this Agreement. Lessee shall name Lessor (specifically, the Administrators of Tulane Educational Fund and the Department of Campus Recreation and Student Centers) as an additional insured on this policy and shall waive any rights of subrogation or recourse against Lessor. If Lessee does not have a commercial general liability policy with the required limits, Lessee shall purchase Tenants and Users Liability Insurance Policy arranged by Lessor to cover Lessee's use of the Facility with the required limits. Lessee shall go to <http://urmia.bene-marc.com> and use pass code 32311766 to access the site. After registering, Lessee shall follow the instructions to purchase the required insurance. Any questions should be directed to 800-247-1734, x 319. By requiring this insurance, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the terms of this Agreement.
15. To furnish to Lessor, no less than ten (10) days in advance of the commencement of the lease, a certificate of insurance executed by a duly authorized representative of the insurer, showing compliance with the insurance requirements set forth above. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Lessor may choose to maintain. The certificate(s) shall provide for thirty (30) days' written notice to Lessor prior to non-renewal, cancellation or material change of any insurance referred to in the certificate.
16. To comply with all Federal, State and Municipal laws, statutes, ordinance or regulations relating to the payment of taxes or other charges on tickets, admissions or in any way connected with use by Lessee, and to make returns and to pay all such taxes or charges immediately when due, and to indemnify Lessor against all liability, claim, loss or payment of any kind by reason of Lessee's failure or omission to comply with any such law or regulation and/or to pay any such taxes or charges. The Lessor reserves the right to report the nature of the event described herein to the U.S. Collector of Internal Revenue.

Lessor covenants and agrees to each of the following:

1. To provide all heat or air conditioning as required by the weather, lighting for ordinary use, and water utilities, as part of the rental cost.
2. Lessor does not assume responsibility for damage to or loss of any materials or equipment left in the Facility for either storage or display.

General Provisions

1. In the event the Facility or any substantial part shall be destroyed or damaged by fire, the elements, utility interruption, or other like cause beyond the control of either party, or for any reason whatsoever is rendered unfit for occupancy either prior to the beginning or prior to the expiration of the term of the Agreement herein granted, or if Lessor is unable to give Lessee possession because of national or local emergency, calamity, epidemic, strike or other such causes, this Agreement shall be suspended for the period during which the Facility shall be rendered unfit for occupancy, or during which possession cannot be delivered to Lessee. Lessor shall return to Lessee any advance payment less any expenses or costs actually incurred by Lessor and a pro rata portion of the total payments due hereunder for the use, if any, made of Facility prior to such termination event.
2. No alcohol shall be served or otherwise provided by Lessee during the event(s).
3. Only caterers specifically approved by Lessor shall be allowed. Any such approved caterer shall be named as an additional insured on Lessee's insurance policies set forth above.
4. This Agreement constitutes the entire agreement between Lessor and Lessee in respect of the subject matter thereof and this Agreement supersedes all prior and contemporaneous leases and agreements for use of the Facility. This lease may be modified only by written agreement signed by both Lessee and Lessor.

The Administrators of the Tulane Educational Fund,
DBA Tulane University (Lessor)

By: _____

Title: _____

Date: _____

Lessee: _____

By: _____

Title: _____

Date: _____