

FACILITIES USE AGREEMENT

This **Facilities Use Agreement** (the “**Agreement**”) is dated _____, 20____ (the “**Effective Date**”), by and between the University of Louisville, for its Event and Conference Services, an agency of the Commonwealth of Kentucky (the “**University**”), and _____, a company/organization located at _____ (the “**Licensee**”).

For good and valuable consideration, the parties agree as follows:

Facilities

1.1 Grant of Use. The University grants permission to the Licensee to use the facilities (the “**Facilities**”) described in the Event Order Confirmation executed in connection with this Agreement (the “**Event Order Confirmation**”) only for the date(s)/time(s) specified therein (the “**Term**”). The Term shall not be extended without the written permission of the University.

Booking

2.1 Event Coordinator. The University shall provide an event coordinator to be the contact person for the Licensee during the booking and Term of this Agreement.

2.2 Reservation. The Licensee must sign and return an Event Order Confirmation to the event coordinator before any reservation will be guaranteed.

2.3 Details of Event. The University, through its event coordinator, shall work with the Licensee to finalize set-up needs, rental items, catering, and any other logistics needed for the Licensee’s event.

Fees

3.1 Fee. The Licensee shall pay the University the amount set forth in the Event Order Confirmation (the “**License Fee**”) for use of the Facilities during the Term of this Agreement. Payment of 100% of the License Fee is required at the time of booking.

(A) **Extended Term.** If the University provides written consent for an extension of the Term, the Licensee shall pay for all additional time according to the schedule of fees established by the University.

(B) **Extended Hours.** If the University provides written consent for extended hours for the Licensee’s event, the Licensee shall pay an additional surcharge of \$100 per hour. Weekend bookings may be subject to additional charges to be determined by the University.

(C) **Additional Room Setup.** Room rental fee includes one-time setup and tear down. There will be a \$100 labor charge for room re-set and/or setup changes on the day of the event.

3.2 Additional Costs. In addition to the License Fee, the Licensee shall pay any additional costs, including but not limited to, catering fulfilled by Louis Events and Catering or catering fulfilled directly by the University, equipment, or other rental items, damages, service fees and taxes, and, if applicable, TULIP insurance pursuant to Section 3.5(B) (collectively, “**Additional Costs**”). Upon request from the Licensee, the University shall provide an estimate of such Additional Costs.

3.3 Final Invoice(s). The University shall send a final invoice(s) to the Licensee after the Term has ended. The final invoice(s) shall include, as applicable:

- (A) All incidental charges incurred by the Licensee, including any Additional Costs fulfilled by the University, including house-fulfilled catering, pursuant to Section 3.2, payable to the University.
- (B) All charges for catering fulfilled by Louis Events and Catering, payable directly to Louis Events and Catering.

3.4 Payments. The Licensee shall pay the amount due on all invoices within thirty (30) days of receipt of the final invoice.

- (A) Payment of charges owed to the University shall be made by check made payable to the University of Louisville, or by credit card through Visa, MasterCard, American Express or Discover. Payment may also be made by ACH. Payments from other university departments must be made by journal voucher. *Note: The University is prohibited from keeping credit card information on file. If Licensee pays by credit card, the Licensee will need to submit the information each time an invoice is received.*
- (B) Payment of charges for catering fulfilled by Louis Events and Catering shall be made directly to Louis Events and Catering by check payable to Aramark, purchase order, or by credit card through Visa, MasterCard, American Express or Discover.

3.5 Insurance. The Licensee shall pay for and maintain at all times during its use of the Facilities commercial general liability insurance coverage with primary limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

(A) **Proof of Insurance.** The Licensee shall provide the University with a certificate of insurance no later than three (3) business days prior to the commencement of the Term of this Agreement. The certificate shall provide for a ten (10) day written notice to the University in the event of cancellation or material change in coverage. The Licensee shall name the University, its officers, trustees, agents and employees, the University of Louisville Foundation, its officers, trustees, agents and employees, and the University of Louisville Real Estate Foundation, its officers, trustees, agents and employees as additional insured parties.

(B) **TULIP Insurance.** If the Licensee fails to provide proof of insurance as required in Section 3.5(A), University will purchase Tenants' and Users' Liability Insurance Policy (TULIP) in the Licensee's name; the cost of this TULIP insurance, plus a 20% administrative fee, will be included in the final invoice as an Additional Cost.

3.6 Subcontractor. The Licensee shall at all times remain responsible for its subcontractors providing services or products at the Facilities, and shall maintain proof of insurance from its subcontractors identical to that as required of the Licensee.

3.7 Service Fee & Tax. All food and beverage orders are subject to the following:

(A) **Service Fee.** The Licensee shall pay a service charge of 20% or \$50.00, whichever is higher.

(B) **Service Tax.** The Licensee shall pay 6% sales tax, unless tax-exempt. If the Licensee is tax-exempt, the Licensee shall provide documentation to be placed on file with the University prior to the beginning of the Term.

3.8 Damages. If any portion of the Facilities is damaged by an act, default or negligence of the Licensee or Licensee's employees, agents, subcontractors, patrons, invitees, guests or any other person admitted to the Facilities by the Licensee, the Licensee will pay the University upon demand such sum as is necessary to restore the Facilities to their condition prior to the Term of this Agreement.

(A) **Notice.** The University will provide written notice of the sum to be paid by the Licensee for any damages within fourteen (14) days of the end of the Term.

3.9 Cancellation and Refund Policy. All event cancellations must be received in writing, and refunds will be provided as follows:

- Events cancelled more than ninety (90) days from the event start date will receive a full refund, minus a 3% processing fee.
- Events cancelled between forty-six (46) and ninety (90) days from the event start date will receive a 50% refund, minus a 3% processing fee.
- Events cancelled forty-five (45) days or less from the event start date will not be refunded.

Catering orders must be cancelled seven (7) or more days in advance of the event start date. Cancellations within seven days will be charged 100% of the catering bill, including service charges.

Condition & Use

4.1 Condition. The Licensee accepts the Facilities in “as is” condition. The University has no obligation to alter or change any of its physical facilities as a condition of or in consideration of this Agreement. The University shall provide cleaning of all indoor facilities before the Licensee’s event. The Licensee shall leave the Facilities in the same condition as when the Licensee took possession.

(A) **Cleaning Fee.** The University reserves the right to impose a cleaning fee of \$250 if deemed necessary by venue management.

4.2 Hours of Operation. The Licensee’s event(s) shall be held Sunday through Thursday from 7 a.m. to 9 p.m. and Friday through Saturday from 7 a.m. to 10 p.m.

(A) **Extended Hours of Operation.** Event hours may be extended by special arrangements in advance with prior written approval of the University, subject to the conditions provided in this Agreement.

4.3 Food and Beverage. The Licensee must use the University’s exclusive catering vendor for its food and beverage needs. The Licensee shall not sell any concessions or other items in the Facilities or on University property without prior written consent of the University. Menu items and prices are subject to change without notice based on market conditions. Event pricing will be guaranteed no less than thirty (30) days in advance of your event start date.

4.4 Alcohol. The Licensee shall not use, serve, sell or permit alcoholic beverages without prior written consent of the University. The Licensee must use the University’s exclusive catering vendor to provide and serve all alcohol.

4.5 Decorations. The Licensee shall not make any alterations, installations, or decorations to the Facilities without the prior written consent of the University upon submitting plans at least two (2) weeks in advance of the Term, and, if such consent is granted, must work with the University’s event coordinator including, but not limited to, with regard to the use of tape, tacks, screws, Velcro, nails or other types of adhesive to affix decorations to the Facilities.

4.6 Signs. The Licensee shall not attach any posters, banners or other informational signs to the walls, doors, windows, light poles or railings without the prior written consent of the University.

4.7 Prohibited Use. The University strictly prohibits the use of candles, fireworks, confetti, glitter, rice, rice bags, birdseed, smoke machines, fires and illegal substances. The University reserves the right to prohibit any use of the Facilities contrary to public health, safety and welfare.

(A) **Smoking & Tobacco.** The University strictly prohibits all forms of smoking and use of tobacco indoors.

(B) **Weapons.** The University strictly prohibits the carrying and use of weapons of any kind.

(C) **Balloons.** The University strictly prohibits the use of helium balloons in Founder's Union Ballroom (Room 218).

Termination

5.1 Termination. The University may terminate this Agreement immediately and revoke the Licensee's use of the Facilities at any time for failure to pay any sums when due, misconduct of individuals, falsification of information, misuse of property, or any other breach of this agreement.

5.2 Consequence of Termination. If terminated under Section 5.1, the Licensee forfeits any License Fee paid to the University.

5.3 Force Majeure. Neither party shall be held responsible for acts of God, riots, pandemic, unavailability of labor or materials, public unrest, utility disruption, severe weather, floods, earthquakes, or terrorism that prevents use of the Facilities for the Licensee's event.

5.4 University Closure. If the University officially closes, the University shall use its sole discretion to determine whether it is safe or prudent to continue to remain open for the Licensee's event.

(A) **Consequence of University Closure.** If the University determines the Licensee's event cannot proceed, the Licensee shall be entitled to a pro-rata License Fee, or any other acceptable arrangement mutually agreed to by the parties.

General Provisions

6.1 Trademarks. Neither party shall use any trademark, trade name, service mark, logographic, symbol, or any other device associated with the other party for any purpose, specifically as to the promotion, advertising and marketing of the Licensee's event. Licensee shall ensure all marketing for the event clearly states that the University does not endorse Licensee and Licensee's event. University shall have the right to approve all marketing and promotional materials for the event prior to use by Licensee for the purpose of compliance with this Section 6.1.

(A) All promotion, advertising or marketing of the event must include the following statement: “This event is not sponsored, presented or endorsed by or otherwise affiliated with the University of Louisville.” *Failure to abide by these provisions may result in an immediate cancelation of the event and/or prohibition on future reservations.* The University reserves the right to pre-approve any artwork or promotional materials for the event.

6.2 Publicity. University will not issue any press releases or publicity statements about the Licensee or the event without the prior written consent of the Licensee.

6.3 Governing Law. The laws of the Commonwealth of Kentucky, without regard to its conflict of law principles, govern all matters arising under or relating to this Agreement, including torts.

6.4 Compliance. The Licensee shall comply with all applicable laws, regulations and policies of the University, the Commonwealth of Kentucky, Jefferson County, and the city of Louisville.

(A) Public Health Guidance. Furthermore, Licensee agrees to:

(i) abide by then-prevailing federal, state, local, and/or University public health guidance (“Guidance”) while present on University premises, and

(ii) inform all event attendees of their responsibilities under the Guidance.

(B) Effect of Noncompliance. In the event of noncompliance with this Section 6.4, the University reserves the right to remove any individual or group associated with the Licensee from University premises or end the event early. If the event is ended earlier than the agreed upon end-time due to noncompliance, any payments made by the Licensee to the University will be nonrefundable.

6.5 Discrimination. The Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status, or sexual orientation.

6.6 Assignment. The Licensee may not assign any right under this Agreement or sublet the facility to any other person or entity without the prior written consent of the University.

6.7 Indemnity. The Licensee shall assume all risk of damages to, loss of, or theft of the Licensee’s property while at the University. The Licensee shall assume, defend, indemnify, protect, save and hold harmless the University and all of its members, officers, employees, agents, trustees and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from the use, occupancy, or leasing of the Facilities, including, without limitation, the claims of any employee, decorator, agent, subcontractor or other similar person of the Licensee, the claims of any person attending the event for which the Facilities have been leased, and the claims of any other person for damages for bodily injury, sickness, mental anguish or death, or claims for damages to the property of any such employee, agent or persons. If credit cards are accepted/processed electronically by Licensee for purchased goods or services, University is not liable for network communications, and Licensee agrees to indemnify and hold harmless University and all of its members, officers, employees, agents, trustees and assigns against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly from any breach of applicable laws, regulations,

University policy and the standards established by the PCI Security Standards Council (see https://www.pcisecuritystandards.org/security_standards/index.php). To the extent the Licensee, as a public institution, is prohibited under applicable state law from providing the indemnification set forth above, this provision shall only apply to the extent permitted by applicable state law.

6.8 Amendments. The parties may amend this Agreement only by the parties' written agreement that identifies itself as an amendment to this Agreement.

6.9 Authority. The individual signing this Agreement on behalf of the Licensee verifies that s/he has read and understands this Agreement, and possesses the authority to bind the Licensee.

6.10 Independent Contractor. The parties shall remain independent contractors, and nothing in this Agreement shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

6.11 501(c)(3) Representations. The University is a non-profit institution for higher education organized as a tax-exempt organization under the laws of the Commonwealth of Kentucky. As such, the Parties agree that by entering into this Agreement the University does not endorse, support, or promote Licensee and this Agreement shall not be construed as the University directly or indirectly engaging in any political campaign activities on behalf of or against Licensee. This Agreement shall be considered null and void in the event a Court of competent jurisdiction determines that this Agreement violates the University's status as a tax-exempt organization.

6.12 Additional Policies. Licensee agrees to all Event and Conference Services Policies outlined at <http://louisville.edu/conferenceservices/about/policies> and which are incorporated herein by reference.

ACCEPTED BY

Signature

Print Name and Date

Terms of Agreement Effective May 1, 2021