

INDIANA UNIVERSITY
AUDITORIUM



FACILITY LEASE AGREEMENT FOYER

1211 East Seventh Street, Bloomington, Indiana 47405-5501 • 812-855-9528 • Fax: 812-855-4244

Lease Agreement Information

This contract formed on DATE is between the Indiana University Auditorium (LESSOR) and the person or organization listed below as "Lessee" (LESSEE).

Lessee:

Billing Address:

Contact Person:

Phone(s):

Email:

Payment Method:

Tax Exempt Number*:

Event Information

Event Title: Admission: N/A

Date: Doors: Start Time: End Time: Curfew:

Estimated Attendance: Caterer: Other: _____

Estimated Charges

(1) Rent: (2) Performance Fee: (3) Stage Labor: (4) Equipment: **Total:**

*Unless Lessee provides tax exempt number, IN state sales tax of 7.00% is required on rent and equipment.

Nonrefundable Deposit

(Please make checks payable to IU Auditorium)

Authorization

Signatures indicate acceptance of the attached Indiana University Auditorium Terms and Conditions.

For the Lessee:

For the Trustees of Indiana University:

Signature: _____

Signature: _____

By (print name):

By: Maria Talbert

Title:

Title: Events Manager

Date: _____

Date: _____

Please sign and return all copies of this contract and any applicable deposit to: Maria Talbert, Events Manager, IU Auditorium, 1211 East Seventh Street, Bloomington, Indiana 47405, (812) 855-2300. One fully executed contract will be returned to you for your records. Please note that the IU Auditorium facilities are not secured for this event until the lease agreement is fully executed and the IU Auditorium has received any applicable deposit. Please do not advertise events intended for IU Auditorium facilities without a fully executed contract, unless you have received prior written permission from IU Auditorium management. We truly look forward to helping make your event a success.



Facility Information

Hall of Murals	Exhibition Space Reception Space Meeting Space	2028 sq. ft. 350 people 200 people theatrical style seating
Auditorium Foyer	Exhibition Space Reception Space Banquet Space Meeting Space	4157 sq. ft. 400 people 250 seats at 60" tables 10 people each 350 people theatrical style seating

Fees and Charges*

1. Daily Facility Rent Charge**

The daily facility rent charge is the fee for utilizing the facility. The rental charge covers a 24 hour period. The fee includes Box Office and ticketing services, provided exclusively by IU Auditorium Box Office. Labor, equipment, performance fees, and taxes are not included.

Category	Flat Rate	Percentage
Non-Ticketed Activity Day	\$1250	N/A
Ticketed Activity Day (includes Box Office)	N/A	10% of Gross Box Office Receipts (\$1750 minimum)

IU Auditorium Facility Usage Agreement Includes:

- Lights, heat, open and close of building, dressing rooms, showers, cleaning of foyers, etc.
- General stage lighting
- Permanent house sound system
- Podium, chairs (if required)
- Consultation with Stage Manager
- Consultation with House Manager
- Installation of accessible seating set-up
- Consultation with IU Auditorium Events Manager regarding front of house and budgeting

2. Performance Fee: \$775

The performance fee is charged for each performance. A performance is an event where the public or invited guests are entering the facility. The performance fee covers guest service and other front-of-house staff including ushers, ticket takers, usher managers, custodians, and the facility engineer. Events will be charged 10% of the applicable performance fee for each half-hour period over five (5) hours.

3. Equipment Rental

A complete inventory of equipment and rental prices can be provided upon request and can also be found on IU Auditorium's website, IUauditorium.com.

4. Stagehand Labor

Stagehand labor is charged at the rates found on the final page of this agreement. The use of union stagehands is a requirement of the IU Auditorium's agreement with the International Alliance of Theatrical Stage Employees (IATSE).

*Lobby packages are available. Please ask the Events Manager for details.

** IU Auditorium subsidizes the daily facility rent charge by \$3231.

Terms and Conditions of Foyer Use

Deposit

On execution and delivery of this Agreement by Lessor to ensure the faithful performance of Lessee's obligations, Lessee shall pay a non-refundable deposit in the form of cashier's check, certified check, or FIS Internal Bill document (60-414-01, 9406). Such deposits shall be made payable to the Indiana University Auditorium. The deposit shall be credited to the fees payable hereunder, additional charges, and any damages payable under this Agreement.

Settlement

A final billing statement will be sent to you within 30 calendar days. Payment is due within 30 days of receipt of the final billing statement. IU Auditorium reserves the right to assess penalties and interest on any invoiced amount not received by due date.

Scheduling Requirements

Set-up requirements and program details must be worked out and approved by the Auditorium Management. No changes can be made within forty-eight (48) hours of the scheduled event. If Lessee desires to modify their facility usage schedule, the schedule must be submitted in writing to the Events Manager so as to assure proper staffing and billing at the end of the usage period. A minimum notice of twenty-four (24) hours or, in the case of weekend events, prior to 5:00 p.m. on the Friday preceding the event, submitted in writing, is required to be given to the Events Manager for any additional hours scheduled. Auditorium Management reserves the right to lease the building to more than one lessee on the same day.

Alcohol

Indiana University policy prohibits alcohol at all public events. However, alcohol may be served by a properly licensed caterer at private functions held in approved facilities. Questions regarding the service of alcohol and proper licensing should be directed to the Events Manager.

Catering

The IU Auditorium staff may suggest caterers for your event; however, the Lessee will be responsible for paying all catering costs in a timely manner. All caterers in the IU Auditorium must be pre-approved by IU Auditorium management and possess all valid Indiana licenses for foodservice and the service of alcoholic beverages (if applicable). The caterer must carry commercial general and auto liability insurance, including a products-completed operations endorsement, with minimum limits of \$1,000,000 per occurrence / \$2,000,000 Aggregate. If alcohol is being served the caterer must also carry dram shop liability with minimum limits of \$3,000,000. Lessee must be in compliance with all other university regulations regarding food service including, but not limited to, completing the University Office of Environmental Health & Safety's Temporary Food Service application, if necessary. Also, "The Trustees of Indiana University, its officers, agents and employees" must be named as an additional insured on the Certificate of Insurance for both Commercial General Liability and Automobile Liability coverage. The Certificate of Insurance must be submitted to Indiana University for review and approval at least fourteen (14) working days prior to the scheduled date of the event.

Stage Labor

IU Auditorium has an agreement with IATSE Local 618 to provide audio services for all functions in IU Auditorium facilities. Sound and/or lighting requirements must be communicated in writing to the Events Manager a minimum of one week before the scheduled event.

Sound System

If the Lessee has contracted for audio services through another agent (band, outside company, etc.), IU Auditorium reserves the right to assign a member of IATSE Local 618 to be present for the event, in accordance with the governing labor agreement.

Box Office Charges

The IU Auditorium Box Office reserves the right to provide ticketing services for all public events held in the IU Auditorium.

Liability

The Lessee assumes the risk of all damage, loss, cost, and expense, and agrees to indemnify and hold harmless the Lessor and its employees from and against any and all liability, damage loss, cost, and expense which may accrue to or be sustained by the Lessor or its employees on account of any claim, suit, or action made or brought against the Lessor and/or its employees, for the death of or injury to persons or destruction of property involving the Lessee, sponsor, its employees, agents, and representatives, sustained in connection with this agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Lessor or its employees acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor and its employees from and against any and all claims for death of or injury to persons or destruction of property in connection with or relating to any actions, claims, or demands by third parties, in tort, to the extent that such actions, claims, or demands are based upon the acts, defaults, or neglects of the Lessee and/or any of its officers, agents, or employees.

Damage Caused by Lessee

No items may be attached to the floor, walls, or ceilings in any area of the IU Auditorium without prior written approval of the IU Auditorium management. Decoration guidelines are available to the Lessee upon request. It is agreed that should any damage be caused by Lessee or its staff to the IU Auditorium or equipment, Lessee will be responsible for the payment of the cost of any repairs or replacement required, and it is further understood that Lessor will furnish Lessee with a detailed statement, no later than 60 (sixty) days following engagement, of all such damages and cost of repair, normal wear and tear expected, provided said damage is reported to Lessee's representative and proof of responsibility is established no later than engagement date. It is further agreed and understood that the Lessee will pay on demand for any loss or damage to the Auditorium, Auditorium equipment, or equipment belonging to professional talent brought in by the Lessee.

Access and Theatre Aisles

Standing room is not available and is not permitted in the IU Auditorium. All crosswalks, aisles, corridors, and vomitoriums must be kept clear in the event of an emergency. This includes all cameras and tripods, video and film equipment, production equipment, production scenery, production props, production lighting, wheelchairs, walkers, crutches, strollers and baby carriages. All media must be authorized and must be in an authorized location or in a pre-arranged seat as provided by the Lessee. All handicap equipment may be stored in the organ cage, handicap section, or in coat check without charge. No portions of the sidewalks, entries, passages, vestibules, halls, or stairs shall be obstructed by the Lessee, or permitted to be used for any purpose other than ingress and egress to and from the building. The doors, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, and passageways shall in no way be obstructed by the Lessee. Exit lights, emergency lights, house lights, aisle lights, stairway, and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way. Full-time employees of the IU Auditorium shall have complete and total access at all times and in all areas of the facility including but not limited to dressing rooms, stage, production booths, and theatre.

Taxes

Lessees with tax exempt status must provide Lessor with current and valid tax exempt certificate.

Guest Behavior

Auditorium Management reserves the right to eject, or cause to be ejected, from the premises, any person or persons behaving in an objectionable manner. Auditorium Management will not be liable to the Lessee for any damages that might be incurred through the exercising of this right.

Security and Staffing

The IU Auditorium Management reserves the right to set and modify security and staffing calls up to the time of performance at the cost of the Lessee. All staffing requirements should be discussed and approved by IU Auditorium management one week prior to the date of the event. The IU Auditorium management reserves the right to assign and direct all security personnel in and around the facility at all times.

Discrimination

It is understood that the Lessee 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.

Closed Circuit Audio and Video Feed

IU Auditorium reserves the right to provide closed circuit audio and video feed of events in the lobby as a service to patrons.

Storage

Limited space is available for storage of Lessee equipment needed for events. Storage of items before and after scheduled rental date(s) must be preapproved and arranged in advance through Auditorium management. IU Auditorium is not responsible for any lost, stolen, or damaged items.

Smoking

It is understood that smoking is NOT PERMITTED anywhere within the interior walls of the Indiana University Auditorium. ANY INFRACTION OF SMOKING REGULATIONS CAN BE CAUSE FOR ENDING AN EVENT, CLEARING AND CLOSING THE FACILITY. THE IU AUDITORIUM WILL NOT BE FINANCIALLY OR IN ANY OTHER RESPECT LIABLE FOR THE EXECUTION OF THIS RIGHT.

Force Majeure

Except as otherwise provided in other sections of this agreement, neither the Lessor or Lessee will be held liable for failure to perform, present, or appear if such failure is caused by or due to serious illness, accident, riot, strike, acts of God, or any other legitimate conditions beyond their control.

Remedies

In the event that Lessee fails to appear, perform, and/or present, or defaults in performance of the provisions of this contract for reasons other than those stated in other sections of this agreement, the Lessee shall be entitled to all payments due as if the agreement had been fulfilled.

Alcohol and Drug Use

This contract is subject to the rules and regulations and the statutes governing the Board of Trustees of Indiana University. University regulations restrict the use of alcohol and prohibit the use of illegal drugs on University property.

Contract Agreement

This agreement constitutes the complete understanding of both parties regarding this usage. It is understood that any changes, additions, or deletions must be in written form signed by both parties as an addendum to this agreement. It is further understood that this agreement cannot be assigned or transferred.

SAMPLE

LESSEE INITIALS

IATSE Stage Labor Rates for IU Auditorium

All stage labor will be charged at the rates below plus payroll taxes and benefits. Rates are current as of the date of this agreement.

Position	Description	Regular Rate	Overtime rate
Stage Manager	John DeLong	\$31.19/hr	\$46.79/hr
Stage Technician, Lights	EJ Ernsberger	\$27.69/hr	\$41.54/hr
Stage Technician, Sound	Gene Frazier	\$27.69/hr	\$41.54/hr
Stage Technician, Flyman	Don Erwin, Jr.	\$27.69/hr	\$41.54/hr
Deckhand	Stagehand	\$14.55/hr	\$21.83/hr
Performance Hand	Weekdays and Saturdays	\$58.23	N/A
Performance Hand	Sundays and holidays	\$73.36	N/A
Performance Hand	Start time after 10:30 p.m.	\$65.01	N/A
Loader	Truck loading (in)	\$45.68/truck	N/A
Loader	Truck loading (out)	\$55.42/truck	N/A
Loader	Sunday or Holiday (in or out)	\$69.29/truck	N/A
Television/Video	8 hr. Minimum	\$18.09/hr	\$27.14/hr
Set Building	Weekdays and Saturdays	\$14.55/hr	\$21.83/hr
Projectionist	5 hr. Minimum	\$14.55/hr	\$21.83/hr
Rigging	4 hr. Minimum	\$21.14/hr	\$31.71/hr
Rigging	Saturday, Sunday, Holidays	\$42.28/hr	N/A
Department Head	add to regular or OT rate	\$2.50	\$3.75

LESSEE INITIALS

SAMPLE