

# Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between The Administrators of the Tulane Educational Fund, a Louisiana not-for-profit corporation and 501(c)(3) tax exempt organization with an address of 6823 St. Charles Avenue, New Orleans, LA 70118 (“Lessor”), and \_\_\_\_\_ (  individual;  organization), with an address of \_\_\_\_\_. (“Lessee”). Lessor and Lessee are each a “Party” to this Agreement and collectively are referred to as “Parties”.

**WHEREAS**, Lessee desires to utilize Lessor’s the following facility (“the Facility”) for the purpose of \_\_\_\_\_ (“Event”) and for no other purpose whatsoever.

## **Check Appropriate Box:**

- Lavin-Bernick Center - **Location Code 4086**
- McAlister Auditorium - **Location Code 4087**
- Myra Clare Rogers Memorial Chapel- **Location Code 4090**
- Reily Recreation Center - **Location Code 4088**
- Diboll Conference Center - **Location Code 4241**
- Quads/Green Spaces- **Location Code 4683**
- Newcomb Art Gallery and/or Woodway Way- **Location Code 4089**
- Devlin Fieldhouse - **Location Code 4093**
- Turchin Stadium - **Location Code 4092**
- James Wilson Center - **Location Code 4242**
- Hertz Center - **Location Code 4243**
- Other Athletic Facilities - **Location Code 4244**
- Dixon Hall or Dixon Annex Recital Hall- **Location Code 4216**
- Theatre Venues (Lupin or McWilliams Lab Theatre, McWilliams Hall) - **Location Code 4091**
- McWilliams Hall Dance Studios- (Rooms 105, 300, 301, 302) - **Location Code 4568**
- Stone Auditorium - **Location Code 4589**
- Freeman Auditorium - **Location Code 4681**
- Bea Field Alumni House – **Location Code 4408**
- Richardson Memorial Hall- **Location Code 4450**
- Ruth U. Fertel/Tulane Community Health Center (community room/grounds)- **Location Code 4505**
- Tidewater Gallery Room and/or Auditorium – **Location Code 4506**
- Weinmann Hall - **Location Code 4675**
- Goldring/Woldenberg I or II - **Location Code 4676**
- School of Medicine Auditorium - **Location Code 4678**
- Bowers Auditorium - **Location Code 4679**
- Debakey Center - **Location Code 4680**
- Elmwood Campus Classrooms - **Location Code 4677**
- Uptown General Pool Classrooms- **Location Code 4556**

Woldenberg Art Center Classrooms- **Location Code 4686**

Studio in the Woods **Location Code 4696**

Other (Describe) \_\_\_\_\_

**WHEREAS**, Lessor, for and in consideration of the performance by Lessee of all covenants, conditions, terms and agreements hereinafter contained, agrees to grant Lessee the non-assignable right to use the Facility in its present condition.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Term:** The term of this Agreement shall to be for the inclusive date(s) and time(s) listed: \_\_\_\_\_ .

2. **Deposit/Use Fees:** To secure a reservation for the Facility, Lessee shall pay a security deposit as defined in the attached Addendum, which amount shall be refunded to Lessee upon conclusion of the Event except as otherwise provided in Item 4. In addition, Lessee shall pay Lessor a Use fee as defined in the attached Addendum, which fee is to be paid to Lessor no later than 10 days before the Event.

Any additional fees that may be applicable (e.g., custodial services, security, event personnel, equipment, etc.) shall be set forth in the attached Addendum. Other than the use of the Facility, Lessor shall not be responsible for providing any services, personnel, equipment, or other items unless specified in the attached Addendum.

3. **Compliance with Laws and Lessor Policies:** Lessee agrees to comply with all federal, state and municipal laws, statutes, regulations or ordinances and all agencies thereof, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions or in any way connected with the Event. Lessee agrees to indemnify Lessor against any and all liability, claim, loss or payment of any kind by reason of Lessee's failure or omission to comply with any such law, statute, regulation or ordinance. Lessee further agrees to comply with all rules or requirements of the local police and fire departments, and to obtain and pay for any and all required permits and licenses (i.e. health department, liquor licenses, etc.). Lessee understands that there are occupancy limitations in the Facility and agrees that there shall not be admitted to the Facility a larger number of persons than the seating and/or fire capacity thereof will accommodate.

Lessee agrees to abide by and enforce all the rules and procedures that Lessor has established for the Facility's use, and any and all other rules or policies that apply to Lessor, including but not limited to the following:

a. The Facility may not be used exclusively for fundraising activities, including for any political campaign, nor may it be used to solicit goods or services that can be measured in monetary terms.

b. The Lessee may not sub-let any portion of the Facility, regardless of whether or not for monetary gain.

c. Smoking is prohibited in the Facility and Tulane University's Tobacco Free Campus Policy, located at <http://tulane.edu/studentaffairs/upload/Tulane-Tobacco-Free-Campus-Policy-Final.pdf>, shall be adhered to at all times.

d. Weapons are prohibited on University property. (See, <http://tulane.edu/administration/policies/weaponspolicy.cfm>).

e. The University is a Drug Free Zone and illegal drugs are prohibited on University property. (See, <http://tulane.edu/publicsafety/drug-and-alcohol-policy.cfm>).

f. Milk, fresh brewed coffee or tea, smoothies, or fresh squeezed juices are acceptable, other non-CocaCola products are prohibited in the Facility or otherwise on Lessor's property (see Item 10).

- g. Campus Security may be required for the Event, as deemed necessary by the Facility. Lessee shall be responsible for any additional cost in meeting this requirement.

Lessor may impose additional or special restrictions on the Facility usage as deemed necessary and/or as specified within the attached Addendum.

4. **Use of Facility:** During the term of this Agreement, only Lessee shall have use of the Facility; however possession, control and ownership of the Facility shall remain with Lessor. Lessee shall permit Lessor's employees, agents, or authorized representatives to enter into the Facility during the term of this Agreement at any time. Lessee will be the sole authority in the direction of the Event and Lessor agrees not to interfere unless otherwise provided for in this Agreement 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.

Lessee shall leave the Facility, and its vicinity, in the same condition as it was at the commencement of the term of this Agreement. Lessee agrees to pay any extra charges for labor and/or materials when an excessive amount of cleaning is required by Lessor to return the Facility to its prior condition. Lessee also agrees to pay Lessor for any damages as a result of Lessee's use of the Facility. The security deposit shall be applied toward any amount due by Lessor for excess cleaning and/or repair of damage.

5. **Responsibility for Lessee's Property:** Lessee will be required to set up and remove its own equipment and personal property at its own expense. Lessor shall not be responsible for damage to or loss of any equipment or property left in the Facility by Lessee or Lessee's guests or invitees.
6. **Publicity:** Lessee agrees that all broadcasting and telecasting privileges are reserved for Lessor and Lessee shall not broadcast or telecast or permit to be broadcast or telecast in any way from the Facility without the written consent of Lessor. The filming or photography of Event activities or of the Facility for commercial purposes requires prior written approval of the University Communications Department and may require compensation to the University and compliance with a filming/photography agreement.

Unless Lessor has executed a written agreement in which it specifically agrees to be a sponsor of the Event, Lessee agrees that all promotional and advertising material for the event shall include the following disclaimer in bold and capital letters: **"THIS IS NOT A TULANE UNIVERSITY PROGRAM OR EVENT"**. Printed programs or literature, if any, shall be provided by 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.

Lessee shall be prohibited from exhibiting any signs or other advertising material in or about the Facility except with the express permission of Lessor.

7. **Use Of Lessor Name/Logo:** Lessee may not use the name or any logo, trademark or other indicia of Lessor without the prior written consent of an authorized representative of Lessor. Written consent may be obtained by contacting the University Communications & Marketing Office via email to [trademark@tulane.edu](mailto:trademark@tulane.edu).
8. **Indemnity by Lessee:** Lessee agrees to fully indemnify, protect, defend and hold harmless Lessor and Lessor's affiliates, trustees, officers, directors, employees, volunteers, agents, representatives and students ("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 Event

or to the use of the Facility by Lessee (including, but not limited to, Lessee's contractors, subcontractors, service providers, guests and invitees), regardless of whether caused, in whole or in part, by negligence, strict liability or other legal fault attributable to any of the Lessor Indemnified Parties.

9. **Insurance Requirements:** Lessee shall provide and maintain, at its sole cost and expense, Commercial General Liability insurance, or equivalent insurance as determined by Lessor, 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 and Lessor Indemnified Parties as additional insureds on this policy and shall waive any rights of subrogation or recourse against Lessor and Lessor Indemnified Parties, to the extent of Lessee's defense and indemnity obligations set forth in this Agreement. 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 this Agreement.

Lessee shall furnish to Lessor, no less than ten (10) days in advance of the commencement of the Event, 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.

If Lessee does not have the required insurance, Lessee shall purchase a Tenants and Users Liability Insurance Policy arranged by Lessor to cover Lessee's use of the Facility with the required limits. Lessee shall log on to <https://tulip.ajgrms.com/> and click on "Get A Quote For Your Event". Lessee shall follow the instructions on the site, which will allow Lessee to purchase and pay for the required insurance by credit card. Any questions should be directed to 800-333-3231 and press 5.

Additional insurance requirements for an Event with food and/or alcohol are described in Item 10.

10. **Food, Alcohol and Non-Alcoholic Beverages:** In the event **food** is permitted in the Facility, Lessee must use Lessor's official caterer, Olive Blue Catering, or a caterer that is specifically approved by Lessor through the VP of Campus Services. The caterer must have in effect the following insurance:
- 1) Commercial General Liability including products- completed operations hazard with a minimum limit of \$1,000,000 per occurrence, which policy shall name Lessor and Lessor Indemnified Parties as additional insureds and shall waive any rights of subrogation or recourse against Lessor and Lessor Indemnified Parties; and
  - 2) Workers' Compensation providing statutory benefits as required by law covering all persons employed by the caterer, which policy shall waive any rights of subrogation or recourse against Lessor and Lessor Indemnified Parties.

Lessee shall furnish Lessor with the caterer's certificate of insurance no less than ten (10) days in advance of the commencement of the Event.

In the event **alcohol** is permitted to be served at the Event, Lessee must adhere to the specific requirements and guidelines indicated by and pertaining to the Facility. In addition to the insurance requirements set forth in Item 9 above, Lessee shall obtain host liquor liability insurance with limits not less than \$1,000,000, and Lessor shall be named as an additional insured on such insurance policy. Lessee must use an alcohol service

company (“Service Company”) that is specifically approved by Lessor. The Service Company must have in effect the following insurance:

- 1) Liquor Liability with a minimum limit of \$1,000,000 per occurrence, which policy shall name Lessor and Lessor Indemnified Parties as additional insureds and shall waive any rights of subrogation or recourse against Lessor and Lessor Indemnified Parties; and
- 2) Workers’ Compensation providing statutory benefits as required by law covering all persons employed by the Service Company, which policy shall waive any rights of subrogation or recourse against Lessor and Lessor Indemnified Parties.

Lessee shall furnish Lessor with the Service Company’s certificate of insurance no less than ten (10) days in advance of the commencement of the Event.

Lessor has an Exclusive Sponsorship Agreement with The Louisiana Coca-Cola Bottling Company, LLC that prohibits the distribution, service or sale of non-Coca-Cola brand of products (other than milk, fresh brewed coffee or tea, smoothies, or fresh squeezed juices) in the Facility or otherwise on Lessor’s property.

11. **Parking:** Lessor shall have no duty to provide parking to Lessee for the Event. Lessee and Lessee’s guests and invitees shall park at their own risk. **Parking permits may be required.** Lessee shall be responsible for understanding and agreeing to any parking rules and policies applicable to Lessor’s property. Traffic and parking regulations shall be in effect at all times. [http://tulane.edu/police/uptown/parking/traffic\\_office.cfm](http://tulane.edu/police/uptown/parking/traffic_office.cfm).
12. **Security:** Lessor shall not be responsible for the security of Lessee, its employees, subcontractors, participants, guests or invitees at any time before, during or after the Event.
13. **Force Majeure:** In the event the Facility or any substantial part of the Facility is 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 beginning or prior to expiration of the term of this Agreement or if Lessor is unable to give Lessee possession of the Facility because of national or local emergency, calamity, epidemic, strike or other such causes (a “force majeure event”), 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. If a force majeure event occurs, Lessor shall return to Lessee any advance payment less any expenses or costs actually incurred by Lessor, and less a pro rata portion of the total payments due hereunder for the use, if any, of the Facility prior to such force majeure event. The determination as to whether a force majeure event has occurred shall be in Lessor’s sole discretion.
14. **Mandatory Evacuation:** In the event that a mandatory evacuation is ordered by the City of New Orleans due to an approaching hurricane or other impending event, Lessor shall have no obligation to arrange for or assist with the evacuation of Lessee, its guests or invitees.
15. **Minors:** If any minors will be in attendance at the Event without a parent or guardian, Lessee shall be responsible for obtaining permission for any such minor to attend the Event from the minor’s parent or legal guardian.
16. **Termination:** In the event Lessee decides to terminate this Agreement prior to the commencement of or the conclusion of the scheduled Event, or in the event Lessor terminates this Agreement due to breach of any provision herein by Lessee, Lessee agrees to reimburse Lessor for any and all expenses reasonably incurred by Lessor in anticipation of the Event and/or in preparation of the Facility for the Event. If the Agreement is terminated by Lessee within 48 hours of the Event, Lessee shall forfeit the security deposit paid.

17. **Entire Agreement/Amendment:** This Agreement constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written arrangements any and all of which are hereby made null and void. This Agreement may be amended only by a written agreement executed by authorized representatives of both Parties and which specifically references this Agreement.
  
18. **Waiver:** No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving Party. No waiver with respect to a specific circumstance or event shall be deemed a waiver as to any other circumstance or event.
  
19. **Governing Law; Venue:** This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the internal laws of the State of Louisiana, without regard to its conflict of law provisions. Lessor and Lessee hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in the State of Louisiana with respect to any legal proceedings arising out of or relating to this Agreement.
  
20. **Severability:** If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision of this Agreement as a whole, which shall remain in full force and effect.
  
21. **Survival:** The following provisions shall survive any expiration or termination of this Agreement: Paragraphs 3, 5, 7, 8, 9 and 10.
  
22. Fireworks or Pyrotechnics of any kind are not permitted unless permission is provided in writing pursuant university policy or procedures.

**Lessor:**  
**The Administrators of the Tulane Educational Fund, dba Tulane University**

**Lessee:**  
 \_\_\_\_\_  
**(Full Name of Individual or Organization)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum: Fees**