

**AMERICAN UNIVERSITY
KATZEN ARTS CENTER FACILITY RENTAL AGREEMENT**

This Facilities Rental Agreement (“Agreement”) is made this _____ day of _____, 200_, between American University (“University”), located at 4400 Massachusetts Avenue NW Washington DC 20016, and _____ (“User”) for rental of the _____ situated within the Katzen Arts Center at the University located at 4400 Massachusetts Avenue., NW, Washington, DC 20016.

RECITALS

- A. University owns certain facilities as described in this Agreement which, from time to time, are available for rent; and
- B. User desires to rent those premises for the purposes contained in this Agreement; and
- C. University is willing to extend to User the use of the facilities on the terms and conditions herein.

TERMS

In consideration of the mutual promises and other good and valuable consideration, University and User agree as follows:

1.0 Grant.

1.1 University hereby grants permission to User to use the _____ (“Facilities”) situated within the Katzen Arts center and User hereby agrees to rent Facilities for the sole purpose of _____

1.2 Use for any other purpose not described in this Agreement is prohibited without first obtaining the written consent of University. User will conform to and comply with University’s guidelines, regulations and policies outlined in the attached Katzen Arts Center Scheduling and Usage Policies and the additional requirements contained in this Agreement as well as all applicable municipal, state and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any university policy, applicable municipal, state or federal law, nor in such a manner as may tend to increase the existing rate of fire or liability insurance for the premises.

1.3 User shall include all Users’ authorized agents, employees, or representatives associated with:

Name: _____

Address: _____

City: _____ State/Zip: _____/_____ Country: _____

Primary Contact and Phone Number: _____

Alternate Primary Contact: _____

Single Proprietor: Social Security Number _____-_____-_____

OR

Corporation Federal EIN _____-_____

Evidence of non-profit status: _____

2.0 Term.

2.1 User may only use the Facilities in the Katzen Arts Center as defined below:

Event Information.

Event Title: _____

Event Description: _____

Facilities to be Used: Recital Hall, Recital Hall Lobby, Studio Theatre, Dance Theatre, Rotunda
other _____ (circle all that are applicable)

Event Date/Time(s): _____

Move-in Date/Time: _____

Move-out Date/Time: _____

2.2 University and User agree to the following financial terms:

2.2.1 University shall receive 100% of gross concession sales.

2.2.2 University shall receive ___% of gross ticket sales.

2.2.3 User shall receive 100% of gross merchandising sales.

2.2.4 User shall use The Katzen Arts Center's preferred ticketing agency, currently Tix.com, and/or the controlling box office for this event. User is responsible for all ticket-related services, including the printing of the tickets.

2.2.4.1 User agrees that it will not distribute, or permit to be distributed in any manner, tickets in excess of seating capacity, nor admit a larger number of persons than can safely and freely move about in the space contracted for; and the decision of University in respect to questions raised under this paragraph shall be final.

3.0 Reservation, Deposit, and Fees.

3.1 User shall pay a base rental fee of \$_____ ("Rental Fee").

3.1.1 The Rental Fee does not include any costs other than rental costs. User may also incur additional costs, including but not limited to, costs associated with police, parking, setup, etc. Any Special & Additional Services Fees will be attached to this Agreement as the Theatre Equipment and Labor Estimate.

3.1.2 Additional costs may be charged for damages to the facilities or grounds or for additional services provided which exceeded the estimated costs. Such additional costs shall be due and payable within ten (10) days following the date of the event.

3.1.3 Requests for equipment or service that will add more than 10% to the estimated cost must be approved by User representative listed in section 1.3.

3.2 An advance payment of \$_____ ("Deposit") is required for the reservation of the Facilities and should be submitted with and become a part of this Agreement. **The Deposit is non-refundable per section 6.4 of this Agreement.**

3.2.1 If University does not receive the Deposit by ____/____/200__, the reservation is canceled and the University is free to rent the Facilities to other parties.

3.2.2 The Deposit shall be withheld to offset any amounts owed to University by User, and the remaining balance will be returned to User after expiration of this Agreement.

3.3. User agrees to pay all amounts due under this Agreement in cash, certified check, or bank cashier's check.

3.4 All payments due under this Agreement shall be made ten (10) business days after the holding of each event or a multiple day engagement. Late charges will be applied to fees not received within ten (10) business days at 1% per month of the outstanding balance.

3.5 It is further agreed and understood that University shall have first lien on all box office receipts to cover all payments due to University under the terms and conditions of this Facilities Use Agreement.

4.0 Use and Control of Premises.

4.1 User is responsible for determining suitability of the Facilities and services for its Event. User agrees that it shall use the Facilities only for the purposes set forth in this Agreement and that it accepts the Facilities "as is." User agrees that University retains control of and has access to the Facilities at all times. University may schedule other events in the Facilities as long as such events do not interfere with User's Event.

4.2 User shall use and occupy said premises in a safe and careful manner and shall comply with University policies and all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period.

4.3 University and User agree that University hereby reserves the right to control and manage the Facilities and to enforce all necessary and proper rules for the management and operation of the same. The management of the Facilities and university employees shall have free access at all times to all space occupied by User.

4.4 Time shall be of the essence of this Agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of University; and all additional time shall be paid for according to the schedule of fees as established from time to time by University.

4.4.1 User shall be solely responsible for the set-up, removal and other handling of any equipment provided by User for the performance, unless University expressly assumes such responsibility in an Exhibit attached to and made part of this Agreement.

4.4.2 At least five (5) days prior to the performance, User shall notify the University in writing of the time that User crew and equipment are expected to arrive. If the crew and/or equipment are late, User shall reimburse University for expenses incurred because of the delay.

4.5 User understands and agrees that during the term of this Agreement other events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and User shall so conduct its activities so as not to interfere.

4.6 University reserves the right to provide alternate facilities if the original site is unavailable due to circumstances beyond the control of the University or if inclement weather precludes a scheduled event.

4.7 User shall not televise or broadcast User's event without University's approval in writing; and if User desires to televise or broadcast its event, User agrees to pay University an additional fee equal to ____ % of the consideration received by User and in addition thereto to pay all cost in connection with the televising or broadcasting of the event.

4.8 User must secure the written permission of the Facilities Manager for the use of volunteer or paid service staff if other than University personnel are to be used, and such employees shall be under the jurisdiction of the Facilities Manager and subject to all rules and regulations applicable to regular employees. User shall remove from service upon the request of Facilities Manager any employee not adhering to the rules and regulations relating to their conduct. User is responsible for the actions of those volunteer and paid service staff and hereby indemnifies, releases, and discharges University from any and all liability for loss, injury or damages to person or property that may be sustained by said actions.

5.0 Cancellation.

5.1. User agrees that cancellation or postponement of the event or activities for which the Facilities is being rented, unless permitted by University, in writing, may be considered by University as breach of the original Agreement of rental and all costs, advances, fees, charges and rents appertaining to such events or activities shall be due upon demand by University from the User.

5.2 University may cancel the Event for any of the reasons stated below:

5.2.1 User is substantially late or fails to arrive for a performance (curtain time).

5.2.2 User arrives at the performance site under the influence of intoxicating beverages, narcotics, or other illegal drugs.

5.2.3. User uses or consumes intoxicating beverages, narcotics, or other illegal drugs anywhere on the University's property.

5.3 User agrees to reimburse University for expenses incurred by University in connection with the performance. These expenses include, but are not limited to, promotion, set-up, and tear-down.

5.4 Except for the forfeiture of the Deposit and reimbursement for expenses set forth in Section 5.3, neither party shall have any further obligations to the other.

6.0 Termination.

6.1 University may terminate this Agreement by giving written notice to User at least thirty (30) days in advance of the Event if University, in its sole judgment, believes that the Event may be illegal, or it is not possible to provide the appropriate Facilities or services, or for other good cause.

6.2 University may terminate this Agreement in the event of a breach by User of any term or condition herein, including but not limited to failure of User to pay the required fee, which breach is not cured within ten (10) days following written notice to User of same.

6.3 University or User may terminate this Agreement at any time, upon giving not less than thirty (30) days written notice to the other party.

6.4 If termination occurs under Section 6.0, University shall have the option of finding another date which is suitable for User. University may refund the Deposit to User upon University's termination for convenience only. Except for the return of the Deposit, neither party shall have any further obligations to the other.

7.0 Concessions.

7.1 All concessions and catering rights are reserved to University and its assigns, and concessionaires will have the privilege of canvassing, selling, delivering, and servicing: wares, novelties, merchandise, food stuff and beverages.

7.2 University reserves the right to require User to have an intermission of at least _____minutes during each sport, theatrical, musical or similar type activity for such purpose.

7.3 User shall not sell or cause to be sold programs and/or other novelties in or about the described facilities, except on terms and conditions established by University.

8.0 Alteration and Decorations.

8.1 User shall not injure, mar, or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.

8.2 User agrees that before contracting with a decorating firm, the name of the firm, the type of decorations and the booth layout will be submitted to University for approval, and User and decorator shall be responsible to University for any damage to the building through the erection of such booths or decorations. University agrees to receive display materials and equipment but only for one week prior to the opening of the show and only to the extent that such space is available; however, University shall not be responsible for damage to or loss of such material and equipment.

8.3 User agrees that it will not use University's equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving University's approval.

9.0 Liabilities.

9.1 Damages to the premises, equipment or properties of the University and/or its contractors caused by User or User's agents, employees, or representatives shall be paid for by User. University reserves the right to withhold any payments to User until the extent of the damages has been determined, and subtracted from any User's sales.

9.2 It is further agreed that if User fails to hold such event or events as covered in this Agreement at the agreed time or terms, said User shall pay to University the sum of _____ dollars (\$ _____) as liquidated damages, and that University may retain the deposit made under provisions in this Agreement to apply to said liquidated damages.

9.3 University assumes no responsibility whatsoever for any User property placed in said premises, and University is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of said premises under this Agreement.

9.3.1 Unless special arrangements have been made between University and User any User property left in or on the premises by the User shall, two (2) days after the event, be deemed abandoned and become property of University to be disposed of or utilized at University's discretion.

10.0 Indemnification and Insurance.

10.1 User assumes sole and entire responsibility for any and all bodily and personal injury (including death) and damage to property that may be sustained in connection with or resulting from the User's use of the Facilities and the conduct of the Event at the Facilities. User shall indemnify and hold harmless the University from any claim or damage (including attorney's fees and expenses of legal proceedings) University may sustain or be required to pay, in connection with or arising out of the Event by reason of the act, omission, or negligence of any person associated with the Event or where presence in the Facilities is attributable to the Event, including, but not limited to, any violation by User of the terms and conditions contained in this Agreement. Such assumption of responsibility by User shall apply unless such damage or injury results from the sole negligence, gross negligence, or willful misconduct of University. University assumes no responsibility or liability for loss, theft of, or damage to personal property of User, its agents, employees, Event attendees, or guests while in or on University Facilities or property.

10.2 Without limiting University's right to indemnification, User shall, as its sole expense, procure and maintain through the term of this Agreement, policies of insurance from a Company authorized to do business in the District of Columbia, as follows:

10.2.1 Comprehensive General Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, written on an occurrence form.

10.2.2 Event Liability insurance for the specific event to include coverage for personal injury and death liability, property damage, fire damage, contractual liability and independent contractor's liability in not less than One Million Dollars (\$1,000,000) per occurrence, written on an occurrence form.

10.2.3 Comprehensive Automobile Liability Insurance including (as applicable) coverage for owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 per occurrence, written on an occurrence form.

10.3 Each insurance policy required under this Agreement shall include a requirement for notice to the University at least thirty (30) days prior to cancellation.

10.4 User shall provide the Certificates of Insurance to the University upon signing this agreement. User agrees that failure to provide the Certificates by this date shall be cause for immediate termination of the Agreement and forfeiture of the Deposit.

11.0 Taxes.

11.1 University shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by User. User shall be responsible and required to pay to University an amount sufficient to discharge all taxes which may arise from or in connection with User's use of the premises upon demand.

12.0 Advertising.

12.1 University has arrangements for advertising certain corporate sponsorships in its facilities. User agrees that its advertising and publicity shall not conflict with the University's corporate advertising and will conform to good taste and community standards, as determined by University.

12.2 University Name and Logos. Except as expressly agreed to in writing by an officer of the University, the University's name, logos, service marks, and/or symbols shall not be used in connection with the performance or its promotion.

13.0 Compliance with Applicable Law and Non-Discrimination.

13.1 User agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply with all non-discriminatory laws and policies which University promulgates and to which University is subject.

14.0 Force Majeure.

14.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control and without the

fault of negligence of the delayed or nonperforming party. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect, and shall use commercially reasonable efforts to minimize the impact of the force majeure condition.

15.0 Independent Contractor.

15.1 User is retained by the University and shall perform under this Agreement as an independent contractor. User shall not be considered under the provisions of the Agreement or otherwise as having an employee status or be extended coverage under unemployment and Workers' Compensation insurance, or be entitled to participate in any plans, arrangements or distributions by University pertaining to or in connection with any pension, bonus or similar benefit plan. User has no power or authority to act for, represent, or bind University in any manner. User is solely responsible for the payment of his/her self-employment taxes.

16.0 Modifications.

16.1 All additions and deletions to this Agreement and any incorporated exhibits shall be initialed and dated by both signatories in order for such modifications to be valid. Any other modifications to the Agreement must be made in writing and signed by both parties to be valid.

17.0 Notices.

17.1 Any notices required under this Agreement shall be addressed to the following:

To American University: Jason T. Lurie
Facilities Manager
Katzen Arts Center
American University
4400 Massachusetts Ave., NW
Washington, DC 20016-8149

To User: _____

18.0 Governing Law.

18.1 This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

19.0 Non-Assignment.

19.1 Neither party shall assign any right or interest in this Agreement to the other party without the express written consent of that other party and any attempted assignment shall be wholly void and absolutely ineffective for all purposes.

20.0 Severability.

20.1 If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, other than those to which it is held invalid or unenforceable, shall not be affected and each term or provision shall be valid and enforceable to the fullest extent of the law. This Agreement and the Exhibits represent the entire understanding of the parties and no terms may be modified except by mutual written consent signed by officers of both parties.

21.0 Non-Waiver.

21.1 The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

22.0 Captions.

22.1 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

23.0 Signatures.

23.1 Both parties represent that they have the authority to enter into this Agreement and that their respective performance of their obligations under this Agreement will not conflict with any other contracts, agreements or understandings to which they are a party. This Agreement is not binding upon the University and the User until countersigned by a University officer. The date of the Agreement shall be the date the Agreement is signed by the University.

With the consent of the parties, facsimile signatures will be considered originals in the execution of this Agreement.

For User:

[Printed name]

[Signed]

[Date]

[Title]

For American University:

Brian Blair
Director, Procurement & Contracts

Date

For User:

[Printed Name]

[Signed]

[Date]

[Title]