



2015 SPECIAL EVENT AGREEMENT

1133 East Seventh Street, Bloomington, IN 47405-5401 (812) 855-8978 fax (812) 855-1023 musevent@indiana.edu

Please sign and return the original copy of this Agreement to the attention of the Manager of Special Programs & Events (ME) at the address above. A copy of the Agreement will be signed by the ME and returned to you. **Our facilities are not reserved for your event until this Agreement is fully executed.**

An Event Plan (Attachment A) must be confirmed and returned to the ME no later than 30 days prior to your event. Events will not be scheduled with less than 30 days' notice. Non-IU-affiliated users must pay a deposit of \$100, which is nonrefundable if the event is cancelled within 14 days of the Event Date listed below. **The balance due under this Agreement is due in full 14 days after your event.**

AGREEMENT INFORMATION

This Agreement is between the Trustees of Indiana University, on behalf of the Indiana University Art Museum ("Licensor"), and the person(s) or entity listed below ("Licensee").

Licensee Name: _____

Billing Address: _____

Address 2: _____

Phone: _____

E-mail: _____

EVENT INFORMATION

Event Date: M T W Th F Sat Sun _____, 20____

Time of Event: _____ to _____

Type of Event: Concert Luncheon Reception Dinner Reception/Dinner Other: _____

Estimated Attendance: _____ First-time User? yes / no

Location(s) Requested for Use: **First Floor Atrium** **Second Floor Atrium** **Sculpture Terrace**

Will you serve food? yes / no Will you serve alcohol? yes / no

Will you provide music? yes / no

AUTHORIZATIONS

Licensee's signature and initials on each page indicate that Licensee has read and accepted all Terms and Conditions.

Licensee Signature: _____

Printed Name: _____ Date: _____

Accepted by (Manager of Special Programs & Events): _____

Print Name: _____ Date: _____

FOR MUSEUM USE ONLY deposit, ck/PO# _____ date _____ final paid, ck/PO# _____ date _____

RATES & FEE SCHEDULE

Basic rental fees cover a period of **four hours**, which includes set-up and tear-down times. No event, including set-up time, may start before 7:00am or continue past midnight, including tear-down time. An Event Support Staffperson (ESS) and appropriate Security must be on-site for the duration of your event, including all set-up and tear-down times, and for receipt of all deliveries. Basic rental fees for the Atrium spaces and Sculpture Terrace include all costs of having one gallery open for your event. The cost for having additional galleries open is listed below.

| <u>BASIC RENTAL FEES</u> | <u>IU Dept. rate</u> | <u>Non-IU rate</u> |
|---|----------------------|--------------------|
| Atrium spaces (first and second floors) | \$ 750 | \$ 1,250 |
| Atrium plus Sculpture Terrace | \$ 900 | \$ 1,400 |

| | |
|---|----------------------------|
| Additional Hourly Rate (<i>After</i> standard times above) | \$150 per hour |
| Additional Staff Charge (<i>After</i> 2 ESS) | \$20 per hour |
| Additional Gallery Charge | \$150 per hour per gallery |

| <u>EQUIPMENT</u> | <u>AXCKNCDNG</u> | <u>PGGFED"</u> |
|-----------------------|------------------|----------------|
| Tables, rounds of 8 | 16 | _____a" |
| Tables, 6 ft. long | 4 | _____a" |
| Tables, 8 ft. long | 2 | _____a" |
| Tables, Cocktails | 6 | aaaaaaaaaaaaa" |
| Chairs, silver/black | 180 | _____a" |
| Podium | 1 | _____a" |
| PA system, 2 speakers | 1 | _____a" |

Licensee's Initials _____

IU Art Museum Terms and Conditions of Use

Any event held at the Indiana University Art Museum must be conducted in accordance with the following policies, procedures, and terms.

A. General Policies

- 1. Museum Use:** All events are expected to harmonize with the character and mission of the IU Art Museum. Events may not create any hazard or impose any undue hardship on the IU Art Museum and its collections, facilities, staff, or visitors. Events must conform to established regulations and not interfere with IU Art Museum functions. The IU Art Museum reserves the right to refuse use to any individual or organization at its discretion. Typically, special events are held only during hours when the museum is not regularly open to the public.
- 2. Liability and Indemnity:** The Licensee assumes the risk of all damage, loss, cost, or expense that may arise in the performance of this Agreement. Licensee, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless Licensor, its successors, assigns, directors, officers, employees, agents, and any other person for whom Licensor may be legally liable (“Indemnified Parties”), from and against any and all costs, expenses (including attorney’s fees), interest, losses, obligations, liabilities, or damages paid (“Losses”) which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings (“Claims”), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Licensee further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all Claims for death or injury to persons or destruction of property in connection with or relating to any Claims by third parties, in tort, to the extent such Claims are based on acts, defaults, or neglects of the Licensee and/or any of its officers, agents, employees, guests or affiliates. Licensee further agrees to indemnify and hold harmless the Licensor and its employees from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by Licensee, Licensee’s guests, or Licensee’s subcontractors on account of any cancellation by the Indemnified Parties.
- 3. Damage to Premises:** Licensee assumes liability for any and all damages sustained to the IU Art Museum building, premises, and collections during the performance of this Agreement. This shall include the interior of the building, as well as the Sculpture Terrace and other areas connected to the museum. If the premises, collections, or any portion of the Museum is damaged by the acts, omissions, or negligence of the Licensee or of Licensee’s agents, employees, guests, or other person admitted upon the premises by Licensee, Licensee will pay to Licensor upon demand such sum as shall be necessary to restore said premises to their present condition.
- 4. Force Majeure:** Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party’s performance impossible.
- 5. Compliance with Applicable Laws and IU Policies:** Licensee agrees to comply with all the laws of the United States, the State of Indiana, and all rules and policies of Indiana University and the IU Art Museum in the performance of this Agreement. Licensee will not do or cause to be done anything on the IU Art Museum premises in violation of such laws, rules, requirements or University policies.

Licensee’s Initials _____

6. **IU Policy Concerning Programs Involving Children:** Licensee acknowledges that the University has adopted a policy entitled Programs Involving Children (“Policy”). By executing this Agreement, Licensee is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. The Policy, along with additional resources and information concerning the Policy, may be found at: <http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>.
7. **Guest Behavior:** IU Art Museum reserves the right to eject, or cause to be ejected, any person or persons behaving in a destructive manner. IU Art Museum Management will not be liable to the Licensee or to Licensee’s guests for any damages that might be incurred in exercising this right.
8. **Reservation and Deposit:** No event will be scheduled with less than **30 days’ notice**. Receipt and acceptance by the ME of a signed contract along with a deposit of \$100 for non-IU-affiliated Licensees reserves the date and space for your event. Cancellations with less than 14 days’ notice will forfeit the \$100 deposit. For IU affiliated events, a signed contract and provision of an IU account number for billing reserves the date and space for your event.
9. **Capacity:** The maximum number of people using the two floors of Atrium space for an IU-affiliated event, corporate conference, or other special event is 100 for a seated dinner and 350 for a standing reception, per fire code limitations.

B. Event Support Staff & Security

1. **Event Support Staff:** The IU Art Museum will assign an Event Support Staffperson (ESS) to each event who will work closely with the Licensee to ensure that the event proceeds smoothly and efficiently. The presence of an IU Art Museum ESS is *required* for all activities related to the event including set-up, receipt of deliveries, the event itself, and tear-down.
2. **Security:** An IU Art Museum Safety & Security Officer is required to be present in each gallery and in the location of the event when in use by the public. The charge for this service is included in the rental fee structure. The provision of security services by the IU Art Museum is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants.

C. Catering and Other Third Party Service Providers

1. **Third Party Service Providers:** It is Licensee’s sole responsibility to make arrangements with and pay any third party vendor providing services for the event (caterer, bartender, musicians, or other service provider). It is Licensee’s responsibility to ensure that all third party service providers are informed of and comply with all of the Terms and Conditions herein set forth. Licensee agrees to provide Licensor with a copy of any contracts that Licensee enters into with any such third party service providers for the purposes of the event. Licensee also agrees to provide any third party service provider with a copy of this Agreement.
2. **Catering & Alcohol Service:** All caterers must be approved by both Indiana University and IU Art Museum management and possess all required licenses and permits for food service and the service of alcoholic beverages (if applicable). No other food or beverages may be brought by Licensee or Licensee’s guest to the event. The approved caterer must comply with all other IU policies regarding food service, including, but not limited to, completing the University Office of Environmental Health & Safety’s Temporary Food Service Application (Application may be found at: http://www.ehs.indiana.edu/Food_Protect/Temporary%20Food%20Service%20Application.pdf). The caterer must provide all personnel, materials, and supplies required for the service of food and beverages (i.e. tablecloths, utensils, serving trays, etc.). The Licensee will be solely responsible for paying all catering and alcohol service costs.

Licensee’s Initials _____

Alcohol must only be handled and served by a caterer or bartender licensed by the State of Indiana's Alcoholic Beverage Commission with an "off-premises" permit, a copy of which must be submitted to the IU Art Museum no later than 30 days prior to the event. No alcohol will be served at events organized by undergraduate student organizations or where the audience is likely to include people under the age of twenty-one.

Any caterer must carry commercial general liability insurance, including products, with minimum limits of at least \$1,000,000 per occurrence. If alcohol is being served, the alcohol vendor/caterer must be approved by IU's Office of Insurance, Loss Control & Claims and must carry insurance coverage, either as part of a general liability policy or as a separate policy, for dram shop operations with a minimum limit of \$3,000,000. All insurance policies shall be with a company acceptable to Licensor and shall name "The Trustees of Indiana University, its officers, agents, and employees" as an additional insured. All certificates of insurance must be submitted at least 14 days prior to the event, to the IU Art Museum and the IU Office of Insurance, Loss Control & Claims at 400 E. 7th Street Room 705, Bloomington, IN 47405. A caterer's failure to provide certificates of insurance or copies of any required license or permit may, in Licensor's sole discretion, result in the cancellation of this Agreement, and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

3. **No Cooking on Museum Premises:** No food may be cooked upon the IU Art Museum premises. This includes portable electric stovetops. Sterno are allowed to keep food warm, but only two sterno are permitted per chafing dish.
4. **Work Space:** Prep areas are limited, but space is provided to caterers in Atrium hallways if needed. There is also kitchen space, with access to water and refrigeration on the 1st and 2nd floors. The second floor kitchen is part of the Angles Café & Gift Shop. During regular hours of museum operation, the use of these spaces, particularly the Angles kitchen, may be limited. The museum staff member on duty has the ultimate decision-making authority regarding the use of the Angles kitchen space and its equipment. At no time may the Licensee or the catering staff use supplies or materials available in the Angles kitchen, including but not limited to such items as ice, soda, cups, condiments and linens. If a caterer is found using these items, the Licensee will be held responsible for any replacement costs, and the caterer will be banned from future use of the Angles kitchen space. The only available equipment that may be used by catering staff in the Angles kitchen are the sinks, table/counter spaces (though no equipment may be moved), and trash/recycling cans (see also item #6).
5. **Deliveries and Pick Ups:** The Licensee will provide detailed information on any scheduled deliveries and pick-ups no later than 30 days prior to the event as part of the Event Plan. All deliveries must be approved by the IU Art Museum ME. Receipt of deliveries should be scheduled as a part of the set-up time, and will only be accepted on the day of the event. All external rental items, equipment and personal items of the Licensee or guests should be removed by the end of tear-down. Any exceptions to this rule must be approved in writing by the IU Art Museum ME.

The IU Art Museum reserves the right to refuse any delivery items that might prove detrimental to its facilities or collections. Organizations may not bring or caused to be delivered:

- anything that produces flame or smoke, including portable stoves and candles (Sterno cans are permitted);
 - live animals; or
 - any organic materials, such as potted plants (cut floral arrangements are permitted).
6. **Removal of Garbage:** Licensee must ensure that all equipment, including the special event carts, and all areas used are clean and restored to the condition in which they were found. Dirty dishes, all garbage, and all recycling must be removed from the premises immediately following the event. A "Kitchen Closing Checklist," available in the Angles kitchen, provides a list of required tasks that must be performed after each use. This document should be signed by the Licensee's representative, a representative of the caterer, and the ESS on duty.

Licensee's Initials _____

E. Decorations and Rentals

1. **Set up and Removal:** All decorations and rental items must be approved by the IU Art Museum's ME. The Licensee is responsible for decoration set-up, tear-down, and prompt removal. The ESS must be on site to oversee any and all decorating.
2. **Restrictions:** Nothing may be affixed to the walls. Helium balloons, candles, confetti, glitter, fog machines, bubbles, and organic materials (excluding cut flowers) are not permitted.

F. Planning, Setup, and Clean Up

1. **Event Plan:** An Event Plan (Attachment A) must be returned to the ME no later than **30 days prior** to the event. The Event Plan must fully comply with the Terms and Conditions. Failure to submit a timely Event Plan, or failure to submit a complete Event Plan, may, at the sole discretion of Licensor, result in cancellation of this Agreement. Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.
2. **Set Up and Tear Down:** The Licensee must arrange for set-up and tear-down times with the ME no later than 30 days prior to event. Event set-up and tear-down must not interfere with IU Art Museum activities. Please allow two-hours for set up and one-hour for tear down, unless otherwise specified by the ME. Additional time may be required, and Licensee agrees to pay Licensor for additional tear down or clean up time.
3. **Rehearsal and Sound Checks:** Please note that acoustics in the Atrium are very challenging. Events that have special sound requirements that necessitate on-site rehearsals should be planned well in advance as times for rehearsals will be extremely limited. Any rehearsal time is subject to the same requirements for staffing as the event and will be billed at the same \$150 per hour rate.
4. **Clean Up:** Following event clean up and tear-down, the caterer's representative, Licensee's representative, and ESS will walk through the event areas to ensure the facilities have been returned to their original state.

G. Invitations and Printed Materials

1. **Use of Logos:** Use of the IU, IU Art Museum, and/or Angles Café & Gift Shop brand, logo, and/or any image reproduced of the museum building or from its collection or exhibits is expressly prohibited unless prior written approval for use and reproduction has been obtained from the ME.
2. **Content:** The content of printed materials relating to the event, including invitation copy, programs, and any promotional materials, must be submitted to IU Art Museum for review and approval before being printed.

H. Loading Dock & Parking

1. **Loading Dock:** Catering vehicles may park in the loading dock on the west side of the building on the service road between the IU Art Museum and the HPER building. Up to two vehicles fit inside the dock, with an additional space outside the dock. All vehicles must be parked on the right side of the dock.
2. **Parking:** The IU Art Museum is located close to three pay parking areas, including the lots at the Indiana Memorial Union, Jordan Avenue, and Fee Lane. The Licensee may also consider checking with IU's Parking Division as some lots are free to the public after hours and on weekends. Additional meter parking is available in the IU Library parking lot. The Licensor will not be responsible for any catering or guest vehicles that are ticketed or towed. For more information regarding parking, please contact the ME.

I. Electrical Needs

1. **Outlets:** Electrical power and outlets at the IU Art Museum are limited. Special electrical requirements such as sound systems, lights, and catering equipment must be arranged in advance and may result in an additional charge.

Licensee's Initials _____

J. Payment

1. **Deposit:** For non-IU-affiliated Users, a **\$100 deposit is required to hold your reservation** and is due at the time this agreement is signed and returned. IU departments and other affiliates may supply an IU account number in lieu of the \$100 deposit. Cancellations of less than two weeks' notice will forfeit the \$100 deposit.
2. **Payment:** Non-IU-affiliated Users will receive an invoice for the balance due, which Licensee shall pay in full no later than 14 days after the event. If payment is not received by that date, this Agreement may be cancelled. Non-IU-affiliated Users will be responsible for paying for any applicable sales tax. For IU affiliated users, a purchase order or account transfer must be received within 30 days after your event. A late fee of 1.5% per month will be added to all past due accounts.
3. **Additional Charges:** Licensee may incur additional charges relating to housekeeping, electrical usage, and damage to property or collections, including payments for any IU and IU Art Museum deductible insurance limits, in the event of excessive or extraordinary usage or damage. Licensor will prepare an invoice regarding such charges, if any, and will submit it to Licensee within 30 days after the event. Licensee will have 30 days after the date of the invoice to pay the balance for any such charges.
4. **Methods of Final Payment:** Checks should be made payable to the *IU Art Museum*. Please keep one copy of the invoice for your records, and return one with your payment. If paying by a transfer of funds from a University account, please transfer funds into account number 23-200-71 sub account EVENT.

K. Additional Terms

1. **No Smoking Policy:** Indiana University is tobacco free. Smoking and the use of tobacco is not permitted anywhere on campus, except within the confines of a private vehicle.
2. **Choice of Law/Choice of Venue:** This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the Parties:
 - (i) Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana;
 - (ii) Consent to the personal jurisdiction of such courts; and
 - (iii) Waive any defense of forum non conveniens.
3. **Licensor Retains All Rights to Premises:** Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
4. **Revocation:** Licensor may revoke this Agreement at any time, at Licensor's pleasure. In the event the license granted herein is revoked, Licensee shall be entitled to recover only the consideration paid as of the date of Licensor's revocation, and no other remedies shall be allowed.

Licensee's Initials _____



SPECIAL EVENT PLAN – ATTACHMENT A – page 1

1133 East Seventh Street, Bloomington, IN 47405-5401 (812) 855-8978 fax (812) 855-1023 musevent@indiana.edu

Please complete and return the original copy of this Event Plan to the attention of the Manager of Special Programs & Events at the address above. This Event Plan must be submitted no later than 30 days prior to the event.

EVENT INFORMATION

Event Date: M T W Th F Sat Sun _____, 20__

Time of Event: _____ to _____

Set-up Start Time: _____ Tear-down End Time: _____

*Please allow at least 2 hrs for set up for catered events. Tear down is a min. of 1 hr.

Type of Event: Concert Reception Dinner Reception/Dinner Other:

Estimated Attendance: aaaaaaaaaa First-time User? yes / no

Location(s) Requested for Use: First Floor Atrium Second Floor Atrium Sculpture Terrace

Will you serve food? yes / no Caterer's Name: _____ Arrival Time: _____

Will you serve alcohol? yes / no Bartender Service/Name: _____ Arrival Time: _____

Will you provide music? yes / no Type of Music & Provider: _____ Arrival Time: _____

Any other deliveries? yes / no Type of Delivery & Provider: _____ Arrival Time: _____ e.g. linens and decorations

Please carefully review the attached "IUAM Terms and Conditions of Use" pertaining to food service, alcohol, music, and building usage. Once this Event Plan is submitted, it is subject to, and a part of, the Terms and Conditions. Note that service of food and alcohol require proof of licensed vendor and appropriate insurance.

RATES & FEE SCHEDULE

Basic rental fees cover a period of four hours, and should include set-up and tear-down times. No event, including set-up time, may start before 7:00am, nor continue past midnight, including tear-down time. An Event Support Staffperson (ESS) and appropriate Security must be on-site for the duration of your event, including all set-up and tear-down times, and for receipt of all deliveries. Basic rental fees for the Atrium spaces and Sculpture Terrace include all costs of having one gallery open for your event. The cost for having additional galleries open is listed below.

Please mark below which galleries you want open for your event, noting the times they are to be open.

None Special Exhibitions "Africa, Oceania, Americas Art"

"Ancient & Asian Art" Western Art

Licensee's Initials _____



SPECIAL EVENT PLAN

BASIC RENTAL FEES

IU Dept. rate

Non-IU rate

| | | |
|---|-----------|-------------|
| Cvtkw o "urcegu*htuv"cpf"ugeqpf"hnqqtu+ | ""&""750" | ""&""1,250" |
| Cvtkw o "rnwu"Uewnrvtg"Vgttceg" | ""&""900" | ""& 3.400" |
| CFFKVKQPCN" JQWTN ["TCVGU"*After"6/jqwt"Uvcpctf+"?"&352"rgt"jqwt""z"aaaaa"jt*u+0""?"&"aaaaaaaaa" | | |
| CFFKVKQPCN"UVCHH"EJCTIG"*After"4"GUU+"?"&40"rgt"jqwt""z"aaaaa"jt*u+0""z"aaaaa"uvchh""?"&"aaaaaaaaa" | | |
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TOTAL ALL FEES""?"&"aaaaaaaaaaaaaaaaa"*****

This amount will be invoiced to your department or organization after the event and due 14 days after receipt.

| <u>GSWKROGPV""</u> | <u>Cxckncdng"*****</u> | <u>PGGFED"</u> |
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To ensure compliance with the IU Art Museum terms and conditions of use, please make sure the following documents are received by the Manager of Special Programs & Events in a timely manner. Licensee is responsible for ensuring third party compliance with the terms and conditions of the Special Event Agreement.

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