

**VINCENNES UNIVERSITY  
FACILITY USE AND INDEMNIFICATION AGREEMENT**

**Purpose of Use** \_\_\_\_\_

Vincennes University (University) hereby agrees to permit \_\_\_\_\_ (Organization or Individual) to use the following University premises: \_\_\_\_\_ from \_\_\_\_\_ (Date) \_\_\_\_\_ (Time A.M./P.M.) to \_\_\_\_\_(Date) \_\_\_\_\_(Time A.M./P.M.) but only for the purpose listed above.

**Agreement**

**NOW, THEREFORE**, “Organization” agrees as follows:

1. **User Fee.** To pay a fee of \_\_\_\_\_ plus Indiana tax of 7% except if “Organization” is tax exempt and provides tax exempt number and a copy of a ST105, then no tax will be charged.
2. **Damage to Premises.** “Organization” agrees to pay all repair and/or replacement costs for any and all damages arising from or related to its use of the facilities.
3. **Limitations of Access.** Prior to the Event, the designated University representative must approve all use of locations. The scheduling of use of campus facilities for this Event must avoid conflicts with previously planned campus activities.
4. **Use of University Name and Advertisement or Sponsorship by University.** The use of the Vincennes University name, trademarks, logos, insignias, all campus landmarks, and certain exteriors of campus buildings must be approved by the Office of External Relations prior to any event. Advertisement or monetary sponsorship by the University at the “Organization’s” or “Individual’s” Event shall not constitute, imply or denote responsibility or liability on the part of the University for the event. Neither shall such advertisement or monetary sponsorship change, alter, amend or void the “Organization’s” or “Individual’s” responsibility and duty of Indemnification to the University as articulated in Paragraph 12 of this Agreement.
5. **Expenses.** All event-related expenses, including but not limited to, police, security, equipment rental, staging, custodial, electrical, catering, electronics, carpentry, set-up/take down, administrative oversight, etc. shall be reimbursable to University. All expenses will be billed on actual cost basis.
6. **Public Safety.** “Organization” agrees that it shall at all times conduct its activities with full regard for public safety and shall observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and by authorized representatives of University.
7. **Parking.** Parking in the vicinity of the facility will be in accordance with University policy. Guaranteed parking is not part of this contract.

8. **Compliance.** “Organization”, its agents, employees, and sub-contractors and their employees shall comply with all laws, ordinances, rules, and regulations established by federal, state, and local governments and their agencies, and with all University rules, policies, and regulations.
9. **Decision Regarding Usability.** Any decision with respect to whether the premises are or are not usable, whether as a result of a need determined by the University or damage, destruction, an event beyond the control of either party, or otherwise, shall be made solely by University.
10. **Smoking and Alcohol Consumption.** Smoking, use of tobacco products, and consumption of alcoholic beverages must be in accordance with University guidelines.
11. **Insurance.** General Liability, “Organization” agrees to provide the University, at the time of the approved reservation, an acceptable certificate of general liability insurance in which University is an Additional Insured with minimum policy limits of One million dollars (\$1,000,000.00) for each occurrence of injury, including death, and property damage. Coverage should coincide with the use date specified herein.
  - a. Workers Compensation: “Organization” must also be covered by adequate Workers Compensation insurance at required statutory limits, (if applicable).
  - b. Personal Events not for “Organizations”: For small personal events, consult your Homeowners for coverage. Certificates from your personal homeowners must be approved by the office of Risk Management.
  - c. Additional Option for Coverage: Coverage can be purchased using a TULIP policy through <https://tulip.ajgrms.com>. If such coverage is not obtained, University reserves the right to obtain such insurance at Organization’s expense.
12. **Indemnification.** “Organization” or Individuals using Facilities shall defend, indemnify and hold University, its trustees, officers, employees and agents harmless from any and all claims or causes of action in conjunction with the Event and related activities, including reasonable attorney's fees, court costs and expenses, arising directly or indirectly from, or relating to Organization’s use and/or actions under this Agreement or from actions of its agents or employees.
13. **Non-Assignment.** “Organization” may not assign any rights or obligations of this Agreement without prior written consent of the University.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Amendment.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.
16. **Severability.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17. **Relationship of Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Organization and University, nor shall Organization have the right, power or authority to create any obligations or duty, express or implied, on behalf of the University.<sup>1</sup>

18. **Notice.** Any notice given pursuant to this Agreement shall be in writing and delivered and sent by United States mail to the parties at their respective addresses below:

University:  
Vincennes University  
Attn: Michael Morrison  
Director of Risk Management  
1002 N 1<sup>st</sup> Street  
Vincennes, IN 47591

19. **Governing Laws and Jurisdiction.** The terms of this Agreement shall be governed and construed under the laws of the State of Indiana. Organization agrees to be subject to the jurisdiction of the Courts of Knox County, Indiana, and agrees further that Knox County shall be the venue for any and all legal actions brought under this Agreement.

**BY SIGNING BELOW, THE ORGANIZATION’S OFFICER AFFIRMS THAT HE OR SHE IS AUTHORIZED TO OBLIGATE THE ORGANIZATION TO PERFORM ALL OF THE ABOVE TERMS OF THIS AGREEMENT.**

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

**Approved by Vincennes University:**

\_\_\_\_\_  
Organization Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

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

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

Phone Number \_\_\_\_\_

The original agreement will be keep in the issuing office with a complete copy sent to the Office of Risk Management at least two (2) weeks prior to event.

Risk Management Review Date and Approval \_\_\_\_\_

<sup>1</sup> Dated June 2014