

**LOYOLA UNIVERSITY NEW ORLEANS
FACILITIES LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into between Loyola University New Orleans (hereinafter referred to as "UNIVERSITY") and _____ (hereinafter referred to as "LESSEE") under the following terms:

1. For and in consideration of the rents and charges hereinafter provided, and the mutual agreements, contained herein, and subject to the terms and the conditions hereinafter stated, UNIVERSITY hereby leases to the LESSEE and the LESSEE hereby leases from UNIVERSITY the following facility on the campus of Loyola University New Orleans.

2. TERM- The term of the lease is the following day or days and the period during each day as shown:

Date: From _____ to _____

Time: From _____ am/pm to _____ am/pm.

3. USE - The LESSEE shall have the right to occupy and use said FACILITY for the following purposes and no other:

4. RENT - LESSEE agrees to pay UNIVERSITY as rent for said space a fixed rental fee of \$_____ for the leased time period.

5. DEPOSIT - An advance payment of \$_____ is required for the reservation of the FACILITY and should be submitted with and become a part of this Agreement. The deposit is non-refundable.

6. ADDITIONAL COSTS - The aforementioned rental payment does not include any costs other than rental costs. LESSEE may also incur additional costs, including but not limited to, costs associated with police, parking, setup, etc. The number and identity of persons to be used in these capacities shall be approved by the management of the FACILITY. All event operating expenses shall be the responsibility of the LESSEE.

7. SPECIAL EXPENSES -The aforementioned rental payment also does not include costs for equipment, audio services, video services or audio/video technician services. All event special expenses shall be the responsibility of the LESSEE.

8. INGRESS/EGRESS - All portions of the sidewalks, gates, doors roadways, vestibules, and all ways of access to public utilities and other areas of the FACILITY shall be kept unobstructed by LESSEE and shall not be used for any purpose other than ingress or egress to and from the premises by LESSEE.
9. TAXES - UNIVERSITY shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the LESSEE.
10. MANAGEMENT RIGHTS - It is understood and agreed that UNIVERSITY hereby reserves the right to control and manage the FACILITY and to enforce all necessary and proper rules for the management and operation of the same. The management of the FACILITY and UNIVERSITY employees shall have free access at all times to all space occupied by the LESSEE.
11. MODIFICATIONS - The LESSEE shall make no temporary or permanent modifications to the FACILITY without the express written permission of UNIVERSITY.
12. SUPERVISION OF YOUTH – All youth activities must be chaperoned and if residence halls are used chaperones must reside in the residence hall(s) with the youths. “Youth” shall be defined as any person 17 years of age or younger. All chaperones must be at least 18 years of age. UNIVERSITY reserves the right to designate the required ratio of chaperones to youths. The minimum required ratio of chaperones to youths is as follows:

<u>Chaperone: Youth Ratio</u>	<u>Age Group</u>
1:10	16-18
1:8	14-16
1:6	8-14

LESSEE shall provide UNIVERSITY with a list of all chaperones prior to the beginning of the term of this of this Agreement. All individuals charged with the care of youth should be appropriately screened and trained. No adult/chaperone should be permitted to be alone with a youth for any period of time. UNIVERSITY expects LESSEE utilizing its facilities to exercise due care in preventing child abuse and/or molestation.

13. INSURANCE - During the term of the agreement, the LESSEE at its sole cost and expense shall provide commercial insurance from an insurer with a current A.M. Best rating of no less than A- VIII, and of such type and with such terms and limits as may be reasonably associated with the agreement. At a minimum, the LESSEE shall provide and maintain the following coverages, limits and endorsements:

Commercial General liability Insurance (Broad Form) including but not limited to Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Products Liability, Ongoing and Completed Operations Liability and Property Damage Liability with a minimum limit of liability of \$1,000,000 per occurrence/ \$3,000,000 aggregate for bodily injury and property damage. Such insurance shall include UNIVERSITY as an Additional Insured for both on-going and completed operations and shall contain a Waiver of Subrogation in favor of UNIVERSITY.

LESSEEs conducting programs involving youth must ensure that they have Sexual Abuse and Molestation insurance with a minimum limit of liability of \$1,000,000 per occurrence/\$3,000,000 aggregate, and/or that such coverage is not specifically excluded under their policy or subject to limits of less than \$1,000,000 per occurrence/ \$3,000,000 aggregate.

(When Applicable) Workers' Compensation Insurance and Employers liability Insurance shall be provided which shall cover the LESSEE, their employees and including any subcontractors and its employees for injuries and/or diseases arising under all applicable Workers' Compensation laws including statutory limits in accordance with the Louisiana's Workers' Compensation Act. Employers' Liability coverage shall be included with a minimum limit of liability of \$1,000,000 per occurrence. Such insurance shall provide a Waiver of Subrogation in favor of UNIVERSITY.

(When Applicable) Automobile liability and Property Damage Insurance, Symbol 1, including hired and non-owned vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury, death, and/or property damage. Such insurance shall name UNIVERSITY as an Additional Insured and shall include a Waiver of Subrogation in favor of UNIVERSITY.

(When Applicable) Professional Liability insurance covering acts, errors, mistakes, omissions arising out of the work or services performed by the LESSEE, or any person employed by the LESSEE, with a limit of not less than \$1,000,000 each claim. Professional Liability insurance must be in place for at least the applicable prescriptive period defined by the laws of Louisiana.

LESSEE must furnish UNIVERSITY with certificates of insurance evidencing the above insurance requirements prior to commencement of operations under the agreement. Additional Insured endorsements and Waivers of Subrogation must name UNIVERSITY as follows: Loyola University New Orleans, its Board of Trustees, officers, representatives, agents and employees. If LESSEE is conducting a program involving youth, certificate shall also evidence Sexual Abuse and Molestation insurance as required above. Certificates shall specify that in the event of cancellation or material change in coverage, written notice of such cancellation must be given in accordance with policy provisions. All coverage of the LESSEE must be primary without contribution from UNIVERSITY. Failure of UNIVERSITY to request a certificate of insurance or acceptance of a non-conforming certificate does not waive the insurance requirements under the agreement. All certificates of insurance should be mailed to: Loyola University New Orleans, Attn: Risk Management, 6363 St. Charles Ave., New Orleans, LA 70118; Facsimile: (504) 865-2999.

Providing and maintaining adequate insurance coverage is a material obligation of the LESSEE and is a condition precedent to the agreement. All such insurance shall satisfy all applicable laws of the State of Louisiana. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Louisiana.

The LESSEE shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Louisiana laws or the agreement. The limits of coverage under each insurance policy maintained by the LESSEE shall not serve to limit the LESSEE's liability to the UNIVERSITY under the agreement.

14. INDEMNIFICATION - LESSEE shall indemnify and hold UNIVERSITY, its governing board, officers and employees harmless from and against all claims, liability, and loss arising out of the use of the FACILITY, negligent acts of its employees or agents, or the subject matter of this Agreement. This clause shall survive the termination of this Agreement.
15. UNIVERSITY shall indemnify and hold LESSEE, its governing board, officers and employees harmless from and against all claims, liability, and loss arising out of the use of the FACILITY or the subject matter of this Agreement. This clause shall survive the termination of this Agreement.
16. SAFETY COMPLIANCE - The LESSEE shall use and occupy said premises in a safe and careful manner and shall comply with 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.

A CERTIFIED ATHLETIC TRAINER ON STAFF IS REQUIRED FOR ALL TOURNAMENT SPORTING EVENTS.

17. SUCCESSORS AND ASSIGNS - This rental agreement and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors and assigns.
18. TERMINATION - This agreement may be terminated in whole or in part in writing by LESSEE for its convenience, provided that UNIVERSITY is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. If termination for convenience is effected by LESSEE, an equitable adjustment in the price provided for in this agreement shall be made, but:
 - A. No amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and
 - B. Any payment due the LESSEE at the time of termination may be adjusted to the extent of any additional costs occasioned to UNIVERSITY by reason of the LESSEE's default.

However, the equitable adjustment for any termination shall provide for payment to UNIVERSITY for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by UNIVERSITY relating to commitments which had become firm prior to the termination.

19. SECURITY - All event security and law enforcement shall be provided by LESSEE.

20. OTHER PROVISIONS

- A. This agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements.
- B. This agreement may be amended only by written amendments duly executed by UNIVERSITY and LESSEE.
- C. The person signing below on behalf of UNIVERSITY and LESSEE warrant that he/she has the authority to execute this agreement according to its terms on behalf of UNIVERSITY and LESSEE.
- D. LESSEE agrees not to discriminate on the basis of religion, race, color, sex, national origin, age, disability status, ethnicity, military/veteran status, sexual orientation, gender identification, genetic information, marital status, citizenship status, or any other characteristic, unless required by law.
- E. It is agreed between the parties hereto that the place of this agreement, its venue and forum, shall be Orleans Parish, Louisiana, and in said Parish and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.
- F. The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by mediation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses.
- G. In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, UNIVERSITY may terminate this agreement by written notice following such casualty and UNIVERSITY shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Loyola University New Orleans.

IN WITNESS WHEREOF, the parties hereby execute this Agreement through the undersigned duly authorized representatives, this the ____ day of _____, 20____.

LESSEE: _____

LOYOLA UNIVERSITY NEW ORLEANS

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____