



## OFF-CAMPUS EVENT/TRANSPORTATION AGREEMENT

This Off-Campus Event Agreement (this “Agreement”), dated as of the “Contract Date” set forth in **Exhibit A** attached to this Agreement, is entered into by and between Loyola University of Chicago (“Loyola”) and the organization set forth in **Exhibit A** (“Organization”). If Loyola and Organization are parties to any other agreement (together with any specifications, contract riders or similar documents attached thereto or submitted therewith, an “Other Agreement”) in connection with the event identified in **Exhibit A** (the “Event”), this Agreement modifies each Other Agreement as set forth in this Agreement, and if this Agreement conflicts with the provisions contained in any Other Agreement, the provisions in this Agreement will control. Loyola and Organization hereby agree as follows:

**1. Event.** Organization will provide and operate the Event for Loyola. Organization will, at all times and during the Event: (a) provide and operate the Event in a safe, sound and professional manner; (b) exercise the highest degree of care in providing and operating the Event; and (c) provide and operate the Event in accordance with this Agreement, all Applicable Policies (as defined below) and all Applicable Laws (as defined below). Organization, at its sole expense, will take prompt corrective action upon notice from Loyola of any concern, problem or other issue in connection with the Event. Organization expressly assumes responsibility for the Event. **Exhibit A** sets forth certain specific details and information relating to the Event. As used in this Agreement: (a) “Applicable Laws” means all applicable laws, rules, regulations and legal requirements governing or relating to this Agreement or any Other Agreement, the Event or the duties, obligations or business practices of Organization; and (b) “Applicable Policies” means all applicable policies, rules, regulations, systems, processes, programs and equipment of Loyola that Loyola requires compliance with.

**2. Organization Personnel.** All Organization Personnel (as defined below) at the Event will be employees of Organization who at all times and during the Event: (a) are safe, sound and professional; (b) exercise the highest degree of care; (c) have all necessary, appropriate and/or applicable permits, registrations, approvals, permissions, consents, certifications, licenses, rights, credentials, competences, qualifications, skills, capabilities, training, knowledge, experience, education and/or certifications (collectively, “Qualifications”) to provide services in connection with the Event; and (d) will provide services in connection with the Event in accordance with this Agreement, all Applicable Policies and all Applicable Laws. Organization, at its sole expense, will maintain, and make available to Organization Personnel and Loyola during the Event, an adequate staff of its administrative, supervising and management Organization Personnel with all necessary, appropriate and/or applicable Qualifications. Organization, at its sole expense, will provide evidence that Organization Personnel have taken and passed all training, tests, examinations, certifications or other requirements of Organization or any Applicable Law, including any such requirements in connection with providing services for the Event. Organization, at its sole expense, will provide all Event instruction to Loyola, whether required, appropriate and/or useful, in a safe, sound and professional manner and with the highest degree of care and with such instruction being provided by Organization Personnel who have all necessary, appropriate and/or applicable Qualifications to provide such instruction. Organization, at its sole expense, will take prompt corrective action upon notice from Loyola of any concern, problem or other issue in connection with Organization Personnel. Organization expressly assumes responsibility for Organization Personnel. As used herein, “Organization Personnel” means (a) any workers, personnel and employees of Organization or any Organization affiliate, subsidiary or parent, (b) any other workers, personnel, staff, employees, directors, trustees, officers, agents, consultants, subcontractors or affiliates of Organization or Organization’s affiliates, subsidiaries or parents, and (c) any other individuals or entities with whom Organization or Organization’s affiliates, subsidiaries or parents contract or who are otherwise acting on behalf of Organization or whose acts Organization may otherwise be liable for, including without limitation any independent contractors, consultants and subcontractors.

3. **Event Equipment.** Organization, at its sole expense, will provide all necessary, applicable and/or appropriate equipment for the Event (collectively, the “Event Equipment”). Organization will, at all times and during the Event: (a) provide and use the Event Equipment in a safe, sound and professional manner; (b) exercise the highest degree of care in providing and using the Event Equipment; and (c) provide and use the Event Equipment in accordance with this Agreement, all manufacturer and other applicable directives and instructions, all Applicable Policies and all Applicable Laws. In connection with providing and using the Event Equipment, Organization will provide Organization Personnel who have all necessary, appropriate and/or applicable Qualifications to provide and use the Event Equipment. All Event Equipment will be thoroughly and appropriately inspected by Organization prior to any use, and Organization will provide adequate supervision of all Event Equipment use during the Event. Organization, at its sole expense, will take prompt corrective action upon notice from Loyola of any concern, problem or other issue in connection with the Event Equipment. Organization expressly assumes responsibility for all Event Equipment.

4. **Event Premises.** Organization, at its sole expense, will provide the premises, properties, locations and facilities for the Event (the “Event Premises”). Organization will, at all times and during the Event: (a) provide, use and maintain the Event Premises in a safe, sound and professional manner; (b) exercise the highest degree of care in providing, using and maintaining the Event Premises; and (c) provide, use and maintain the Event Premises in accordance with this Agreement, all Applicable Policies and all Applicable Laws. Organization, at its sole expense, will provide all Event Premise management and oversight during the Event and setup and clean up at the Event Premises for the Event. Organization, at its sole expense, will take prompt corrective action upon notice from Loyola of any concern, problem or other issue in connection with the Event Premises. Organization expressly assumes responsibility for the Event Premises.

5. **Event Content.** Organization, at its expense, will obtain all intellectual property rights necessary for the Event. Organization will ensure that the content of the Event is in accordance with the Catholic, Jesuit identity of Loyola and with the prohibitions against obscene, indecent and profane programming as set forth in any Applicable Policy and/or any Applicable Law.

6. **Payment.** Payments by Loyola pursuant to this Agreement and any Other Agreement may be made via check, wire transfer or ACH, as determined by Loyola in its sole discretion. For any wire transfer or ACH, upon Loyola’s request, Organization will provide Loyola with complete and accurate wire transfer or ACH instructions. As of the Contract Date, Organization has provided to Loyola a complete and accurate Internal Revenue Service Form W-9. Loyola will not make any deposits or advance payments or post any bonds, unless otherwise mutually agreed upon by Loyola and Organization. Loyola will not pay or reimburse Organization for any expenses of Organization in connection with the Event, unless otherwise mutually agreed upon by Loyola and Organization.

7. **Termination.** Either party may terminate this Agreement and any Other Agreement by giving written notice to the other party. Upon such termination, both parties will be relieved of their obligations under this Agreement and any Other Agreement (including Loyola’s payment obligations) except as follows: (a) if Organization notifies Loyola of such termination less than 30 days prior to the Event and such termination is for reasons other than a Force Majeure Event (as defined below), Organization will return any deposit made by Loyola for the Event and will reimburse Loyola for its out-of-pocket expenses within 14 days of Organization’s receipt from Loyola of a written statement of such expenses; and (b) if Loyola notifies Organization of such termination less than 30 days prior to the Event and such termination is for reasons other than: (i) a Force Majeure Event; (ii) Organization’s breach or violation of this Agreement or any Other Agreement; or (iii) Organization’s failure to return signed versions of this Agreement and any Other Agreement to Loyola by 5:00 p.m. CST, three business days prior to the Event date, Loyola will pay the agreed price for the Event to Organization within 14 days of the termination.

8. **Indemnification.** Organization hereby releases and agrees to indemnify and hold harmless Loyola, its affiliates and their respective trustees, directors, officers, employees, representatives, agents, volunteers, successors and assigns (collectively, the “Loyola Parties”) from and against any claims, demands, suits and causes of action of every kind or character, and any resulting or related liabilities, obligations, incidental and consequential damages, costs, fines, and expenses, including reasonable attorney’s fees (or, at the option of Loyola, Organization will provide a defense), related to or arising out of: (a) the Event, Organization Personnel, the Event Premises or the Event Equipment; (b) the performance of Organization or any Organization Personnel under this Agreement and any Other Agreement; (c) Organization’s or any Organization Personnel’s alleged or actual breach or violation of any representation or warranty in this Agreement, any

Other Agreement or otherwise; (d) any alleged or actual infringement on or violation of, in whole or in part, any patent, copyright, trademark, trade secret or intellectual property or other proprietary right or interest of any other person or entity by Organization or any Organization Personnel; or (e) any act, error or omission of Organization or any Organization Personnel. This Section 8 will survive the termination and expiration of this Agreement and any Other Agreement.

**9. Liability.** Any provision in any Other Agreement requiring Loyola or any Loyola Party to indemnify, release, defend or hold harmless Organization, any Organization Personnel or any other party is stricken. Any provision in any Other Agreement making Loyola or any Loyola Parties liable or otherwise responsible for any damage or injuries caused by Organization, any Organization Personnel, a third party, Loyola Event attendees or a Force Majeure Event is stricken. Any provision in any Other Agreement whereby Loyola or any Loyola Party makes representations and/or warranties of any kind is stricken. The individuals signing any Other Agreement and this Agreement on behalf of Loyola assume no personal liability for the obligations assumed by Loyola. Any provision in any Other Agreement disclaiming or limiting Organization's liability for Organization's or any Organization Personnel's acts, errors or omissions is stricken. Any provision in any Other Agreement whereby Organization disclaims or limits any of Organization's representations or warranties is stricken. Organization is fully liable and responsible for the acts, errors and omissions of Organization and all Organization Personnel. This Section 9 will survive the termination and expiration of this Agreement and any Other Agreement.

**10. Insurance.** Organization and its subcontractors will purchase and maintain, at all times during the term of this Agreement and any Other Agreement and at its own expense, insurance as will protect Organization and Loyola from claims which may arise out of or result from the operations under this Agreement and any Other Agreement, whether such operations be by Organization or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All coverage set forth below will be placed with companies reasonably acceptable to Loyola, and at a minimum, will have an AM Best Rating of A-/VII. Prior to the Contract Date, and upon renewal of each policy required hereunder, Organization will provide Loyola with certificates of insurance showing compliance with the insurance requirements set forth below. Organization will provide for 30 days' written notice to Loyola prior to cancellation, or material change, of any insurance referred to therein. Organization will maintain the following insurance in the types and amounts described below. The limits of insurance may be satisfied by any combination of primary and excess insurance. The issuance or maintenance of insurance of any type will not be deemed or construed to release, limit, waive, or discharge Organization, or anyone for whose acts Organization may be liable, from any of the indemnities, obligations, liabilities or risks of this Agreement or applicable legal requirements.

(a) Commercial General Liability, and, if necessary, commercial umbrella insurance, covering injury or death of persons and damage to or loss of property arising from premises, independent contractors, ongoing operations, products-completed operations, personal-advertising injury, and all liability assumed under this Agreement with a limit not less than \$5,000,000 per occurrence or up to the policy limit, whichever is greater. This policy shall name Loyola University of Chicago, its affiliates and their respective trustees, directors, officers, employees, representatives, agents, volunteers, successors and assigns as additional insureds on a primary and non-contributory basis.

(b) Business Auto Liability Insurance, and if necessary, commercial umbrella insurance, with a limit not less than \$5,000,000 each accident covering liability arising out of any auto (including owned, hired, and non-owned autos).

(c) Workers Compensation Insurance with statutory limits and Employers Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury by accident, and \$1,000,000 each employee for bodily injury by disease, and including a waiver of subrogation in favor of Loyola University of Chicago.

**11. Force Majeure.** If either party is unable to perform its obligations under this Agreement or any Other Agreement due to unforeseen events beyond the party's control ("Force Majeure Event") and that party gives the other party prompt written notice of such inability, this Agreement and any Other Agreement will be deemed terminated and both parties will be relieved of their obligations under this Agreement and any Other Agreement (including Loyola's payment obligations).

**12. Status of Parties.** The parties agree that no legal relationship of any kind exists as a result of any Other Agreement or this Agreement, other than the covenants expressly contained therein and herein. Neither this Agreement nor any Other Agreement will constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties to any Other Agreement and this Agreement are independent parties and the personnel of one party

will not be deemed the personnel of the other. Each party will be solely responsible for payment of all compensation and employee benefits owed to each party's respective personnel, including payment of any taxes related to employment and workers' compensation insurance. Organization will be responsible for all Organization Personnel. Organization will be solely responsible for, and will indemnify and hold harmless Loyola from, fees, salaries, payroll, or other federal, state, and local taxes, unemployment insurance, workers' compensation coverages or other benefits or charges relating to any services furnished by any Organization Personnel on behalf of Organization under any Other Agreement or this Agreement. No Organization Personnel are employees, joint employees or agents or otherwise under the control or direction of Loyola. Organization will in no way indicate, suggest, state or otherwise imply that any Organization Personnel are employees, joint employees or agents or otherwise under the control or direction of Loyola. Loyola has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with respect to Organization Personnel. In no event will any Organization Personnel wear any uniforms or other clothing or display any other identification, item or other material that displays, contains or otherwise shows any Loyola Mark (as defined below) or otherwise states, implies, suggests or indicates that such Organization Personnel are Loyola students or Loyola Parties. Any provision in any Other Agreement making Loyola grant, license or otherwise provide Organization or any other party an exclusive right, license or interest is stricken. This Section 12 will survive the termination and expiration of this Agreement and any Other Agreement.

**13. Confidentiality.** All knowledge and information which Organization or any Organization Personnel may acquire from any Loyola Event attendees, any Loyola students or any Loyola Parties that is regarding Loyola students, that is Loyola financial or operational information that is not publicly available, that is personally identifiable information about any person or information protected by any Applicable Laws relating to privacy or any applicable industry standards ("Personal Information") and/or that is other information protected by any Applicable Laws (collectively, "Confidential Information") is regarded as proprietary and confidential information which is owned by Loyola. Organization agrees that Confidential Information will only be used by Organization for purposes of the performance of Organization under this Agreement and that Confidential Information will not be disclosed by Organization or any Organization Personnel to any other party directly or indirectly, during or subsequent to the term of this Agreement except as required by Applicable Law. Organization also agrees to comply with the Family Educational Rights and Privacy Act of 1974, as amended. Organization agrees that it will not infringe on the proprietary rights (including copyrights, patents, trademarks or trade secrets) of Loyola or any third parties. Organization agrees that if Organization violates this Section 13, Loyola will be irreparably harmed and entitled to equitable and any other appropriate relief. This Section 13 will survive the termination and expiration of this Agreement and any Other Agreement.

**14. Intellectual Property.** Organization recognizes Loyola's ownership and title to Loyola's names, logos, trademarks, service marks and trade names whether or not registered (collectively, the "Loyola Marks"). Organization agrees to not act to impair the rights of Loyola in and to the Loyola Marks. Organization has no license or other rights to print, display or otherwise use, and will not acquire any rights in, the Loyola Marks. Any unauthorized use or modification to the Loyola Marks is expressly prohibited. Nothing in this Agreement will confer upon Organization any right of ownership in the Loyola Marks, and Organization agrees to not represent or use the Loyola Marks in a manner that suggests that such rights are conferred.

**15. Organization Representations and Warranties.** Organization represents and warrants to Loyola that: (a) Organization is fully authorized and empowered to enter into this Agreement and any Other Agreement; (b) entering into this Agreement and any Other Agreement has been approved by all requisite Organization action and requires no further authorization or consent; (c) the performance of Organization under this Agreement and any Other Agreement will not violate, breach or otherwise conflict with any agreement between Organization and any other person, firm or organization or any rights of any third party; (d) Organization is the fee simple owner of the Event Premises and the Event Equipment; (e) Organization has all necessary, appropriate and/or applicable Qualifications to enter and use the Event Premises and to provide and operate the Event at the Event Premises; (f) the Event Premises are lawfully zoned for the use permitted hereunder; (g) the Event Premises are not subject to any mortgage or other lien which, if foreclosed or enforced, could interfere with the Event; (h) Organization continually provides training and development programs for Organization Personnel at all organizational levels; (i) Organization has neither received gifts or gratuities from, nor given (and has no plans to give) gifts or gratuities to, any Loyola Event attendees, any Loyola students or any Loyola Parties, nor participated in any other unethical conduct in connection with this Agreement, any Other Agreement or the Event; and (j) that this Agreement and any Other Agreement are valid and binding obligations of Organization, enforceable in accordance with their provisions. This Section 15 will survive the termination and expiration of this Agreement and any Other Agreement.

**16. Background Checks and No Fraternalization.** Organization will conduct background checks on all Organization Personnel employed in, providing services in connection with or otherwise involved with the Event. Any person who does not pass a background check contemplated by this Section 16 will be prohibited from and/or immediately cease from being involved with the Event. Organization Personnel employed in, providing services in connection with, or otherwise involved with the Event are strictly prohibited from inappropriate or improper fraternizing, dating, becoming romantically involved with or having sexual relations with, whether in person, via social media, by cell phone or in any other medium or method of communication or interaction, with Loyola's students or any Loyola Parties. Organization will ensure that Organization Personnel employed in, providing services in connection with or otherwise involved with the Event abide by this Section 16. Any person who breaches this Section 16 will be prohibited from and/or immediately cease from being involved with the Event.

**17. Compliance.** Organization agrees to comply in all respects with all Applicable Laws and all Applicable Policies. Organization agrees to obtain any permits, certifications, licenses, accreditations, approvals and any other permissions (without material qualifications) necessary for or governing or relating to this Agreement or any Other Agreement, the Event or the duties, obligations or business practices of Organization. Organization agrees to not take any action in violation of any Applicable Law or any Applicable Policy that could result in liability being imposed on Loyola. Organization agrees to ensure that all Organization Personnel involved in carrying out the provisions of this Agreement or any Other Agreement comply in all respects with this Agreement, any Other Agreement, all Applicable Laws and all Applicable Policies. Without limiting anything in this Section 17, Organization will not discriminate against any student, employee, applicant, customer, guest or any other person at any time because of race, color, religion, national or ethnic origin, ancestry, sex, age, disability, marital status, parental status, sexual orientation, gender identity, military/veteran status or any other factor protected by any Applicable Law. Any provision in any Other Agreement requiring Loyola to comply with any standards, policies, procedures, protocols, practices, laws, regulations, rules, ordinances, orders or legal requirements is stricken.

**18. Dangerous Objects.** The possession, display, and/or use of dangerous objects including, but not limited to, firearms (including BB or pellet guns), fireworks, smoke bombs, explosives, ammunition, hunting knives, swords, sabers, or anything that could be perceived or misrepresented as a weapon is prohibited at the Event (collectively, "Dangerous Objects"). Organization acknowledges and agrees that no Organization Personnel will possess, display, and/or use any Dangerous Objects at the Event.

**19. Taxes and Tax Exemption.** Organization will at all times, at Organization's expense, be responsible for all applicable returns, reports, taxes and assessments arising out of the Event. Organization will specifically be responsible to bill, collect, file returns, remit and be liable for all sales and use taxes, if applicable, on all sales of food and beverages, other tangible items and services rendered from the Event. Organization acknowledges that Loyola is exempt from any Illinois sales or use tax. Loyola is organized exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At all times, the parties will operate the arrangements contemplated by this Agreement and any Other Agreement in furtherance of Loyola's exempt purposes and, in the event of a conflict between Loyola's exempt purposes and this Agreement or any Other Agreement, Loyola's exempt purposes will control. Notwithstanding any contrary provision of this Agreement or any Other Agreement, Loyola reserves the right to take any action regarding the arrangements contemplated by this Agreement or any Other Agreement necessary to protect Loyola's tax-exempt status.

**20. Notice.** Any notices should be sent to the applicable contact persons set forth in **Exhibit A** and any other person identified in writing by a party from time to time. All notices will be sent by electronic mail, overnight carrier or hand-delivery and will be deemed effective upon delivery.

**21. Miscellaneous.** Neither party will assign or subcontract this Agreement or any Other Agreement, in whole or in part, without the prior written consent of the other party, and any assignment or subcontract made without consent will be null and void. This Agreement and any Other Agreement may be modified or amended only by written agreement executed by each of the parties, and any attempt by one party to unilaterally modify or amend this Agreement or any Other Agreement will be null and void. This Agreement and any Other Agreement will be governed by and construed under the laws of the State of Illinois. Any action relating to this Agreement or any Other Agreement will be brought in a court of

competent jurisdiction situated in the County of Cook, State of Illinois. Any provision in any Other Agreement requiring Loyola to submit to arbitration, mediation or other alternative dispute resolution is stricken. Nothing contained in this Agreement or any Other Agreement will be construed or interpreted as prohibiting, limiting, impairing or restricting Loyola from purchasing products or services of any kind from or contracting with other vendors or service providers of any kind. All performance undertaken and payments made prior to the Contract Date will be deemed to have been undertaken or made in anticipation of, and subject to, the provisions of this Agreement and any Other Agreement. All provisions of this Agreement and any Other Agreement that contain continuing obligations or that by their nature should survive expiration and termination of this Agreement and any Other Agreement, along with all representations and warranties made herein and therein, will survive the expiration and termination of this Agreement and any Other Agreement. In the event that Loyola and/or Organization obtains a release, waiver or other agreement or understanding, whether verbal or in writing, from any Loyola Event attendees, any Loyola students or any Loyola Parties in connection with the Event, such release, waiver, agreement or understanding will not amend, modify, supersede, replace, affect or otherwise change the provisions of this Agreement or any Other Agreement and will not amend, modify, supersede, replace, affect or otherwise change Loyola's rights under this Agreement or any Other Agreement or Organization's obligations under this Agreement (including without limitation Organization's obligations set forth in Sections 8 and 9 hereof) or any Other Agreement. Loyola will not be bound by or subject to any release, waiver, agreement or understanding, whether verbal or in writing, that Organization obtains from any Loyola Event attendees, any Loyola students or any Loyola Parties in connection with the Event.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Contract Date.

**For LOYOLA UNIVERSITY OF CHICAGO :**

**For ORGANIZATION:**

By: \_\_\_\_\_  
Name: Jane Neufeld  
Title: Vice President for Student Development

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Event**

1. Contract Date: \_\_\_\_\_
2. Organization: \_\_\_\_\_
3. Organization's Contact Person: \_\_\_\_\_
  - a. Phone: \_\_\_\_\_
  - b. E-mail: \_\_\_\_\_
4. Address of Organization: \_\_\_\_\_
5. Loyola's Contact Person: \_\_\_\_\_
  - a. Title/Department: \_\_\_\_\_
  - b. Phone: \_\_\_\_\_
  - c. E-mail: \_\_\_\_\_
6. Address of Loyola: \_\_\_\_\_
7. Event (name, topic and/or type): \_\_\_\_\_
8. Event date: \_\_\_\_\_
9. Event location: \_\_\_\_\_
10. Length of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
11. Organization to report to: \_\_\_\_\_ Time: \_\_\_\_\_
12. Number of Loyola Event Attendees: \_\_\_\_\_
13. Total agreed price for engagement of Organization: \_\_\_\_\_
  - a. Deposit :amount \_\_\_\_\_ due date (if any): \_\_\_\_\_
  - b. Non-deposit/remaining amount \_\_\_\_\_ due date: \_\_\_\_\_
14. Expenses paid/reimbursed by Loyola (if any): \_\_\_\_\_