



OFF-CAMPUS EVENT 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 including 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 terms contained in any Other Agreement, the terms 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 standards, policies, procedures, protocols and practices (collectively, the "Applicable Policies") and all applicable laws, regulations, rules, ordinances, orders and legal requirements (collectively, the "Applicable Laws"). 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.

2. **Event Personnel.** Organization's leaders, instructors, guides and personnel for the Event (collectively, the "Event Personnel") 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 the Event Personnel and Loyola during the Event, an adequate staff of its administrative, supervising and management employees with all necessary, appropriate and/or applicable Qualifications. Organization, at its sole expense, will provide evidence that Event Personnel have taken and passed any and 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 Event 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 Event Personnel. Organization expressly assumes responsibility for the Event Personnel.

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 Event 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 any and 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, 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 of Section 5 of this 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, officers, employees, representatives, agents, volunteers, successors and assigns 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, the Event Personnel, the Event Premises or the Event Equipment; (b) the performance of Organization’s obligations under this Agreement and any Other Agreement; (c) Organization’s alleged or actual breach or violation of any representation or warranty in this Agreement, any Other Agreement or otherwise; or (d) any act, error or omission of Organization and all parents, subsidiaries, employees, workers, personnel, officers, directors, contractors, consultants, subcontractors and agents or Organization and/or any affiliate of Organization and any other person for whose acts Organization or any Organization affiliate may be liable, including without limitation all Event Personnel (collectively, “Organization Parties”). This Section 8 will survive the termination of this Agreement.

9. **Liability.** Any provision in any Other Agreement making Loyola liable or otherwise responsible for any damage or injuries caused by Organization, a third party, Loyola Event attendees or a Force Majeure Event is stricken. Any provision in any Other Agreement whereby Loyola 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 and any Organization Party'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 and omissions of Organization and all Organization Parties and for ensuring that the Organization Parties comply with any Other Agreement and this Agreement.

10. **Insurance.** Organization and its subcontractors will purchase and maintain, at all times during the term of this 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, 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 execution of this Agreement, 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.

(a) Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence, or up to the policy limit, whichever is greater. Loyola, its trustees, officers, employees and affiliates, including Mundelein College, will be included as an additional insured under the CGL; such insurance will apply as primary with respect to any other insurance or self-insurance programs afforded to Loyola.

(b) Business Auto Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover 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. Any Other Agreement and this Agreement will not constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties to any Other Agreement or 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 Parties. 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 Party on behalf of Organization under any Other Agreement or this Agreement. 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.

13. **Confidentiality.** All knowledge and information which Organization or any Organization Party may acquire from Loyola or Loyola's affiliates or any of their respective trustees, officers, employees, representatives, agents, volunteers, successors or assigns students, financial or operational information or any other matters pertaining to Loyola is regarded as proprietary and confidential information which is owned by Loyola. Organization agrees that such information will only be used by Organization for purposes of the performance of Organization's obligations under this Agreement and that such information will not be disclosed by Organization or any Organization Party 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, Loyola will be irreparably harmed and entitled to equitable and any other appropriate relief. This Section 13 will survive the termination of this 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.** The Organization represents and warrants to Loyola that: (a) Organization is fully authorized and empowered to enter into this Agreement; (b) entering into this Agreement has been approved by all requisite Organization action; (c) the performance of Organization's obligations under this 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 the Organization Parties, including without limitation Event Personnel, at all organizational levels; and (i) that this Agreement, when executed and delivered by Organization, will be a valid and binding obligation of Organization, enforceable in accordance with its terms. This Section 15 will survive the termination of this Agreement.

16. **Background Checks and No Fraternization.** Organization will conduct background checks on any Organization Party 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 Parties 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, faculty or staff. Organization will ensure that Organization Parties 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 with Laws.** Organization will comply in all respects with all Applicable Laws governing the duties, obligations, and business practices of Organization and has obtained and maintains any necessary, appropriate and/or applicable Qualifications for its operations and/or for the Event Premises, Organization Parties, the Event Equipment and/or the Event. Organization will not take any action in violation of any applicable legal requirement that could result in liability being imposed on Loyola. In performing this Agreement, Organization agrees to comply with all Applicable Policies and all Applicable Laws. Organization agrees to not discriminate against any employee, applicant for employment or customer at any time because of race, color, sex, sexual orientation, age, religion, national or ethnic

origin, non-disqualifying handicap or disability, marital status, or any other characteristic protected by any Applicable Law. Organization shall not take any action in violation of any Applicable Policy or Applicable Law that could result in liability being imposed on Loyola. 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. **Notice.** Any notices from 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 facsimile, overnight carrier or hand-delivery and will be deemed effective upon receipt.

19. **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. In the event that Loyola and/or the Organization obtains a release, waiver or other agreement or understanding, whether verbal or in writing, from any Loyola Event attendees or any faculty, staff or students or any other trustees, officers, employees, representatives, agents, volunteers, successors or assigns of Loyola or its affiliates in connection with the Event, such release, waiver, agreement or understanding will not amend, modify, supersede, replace, affect or otherwise change the terms 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 the Organization obtains from any Loyola Event attendees or any faculty, staff or students or any other trustees, officers, employees, representatives, agents, volunteers, successors or assigns of Loyola or its affiliates in connection with the Event.

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

IN WITNESS WHEREOF, the parties have executed 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: _____
 - c. Facsimile Number: _____
4. Address of Organization: _____
5. Loyola's Contact Person: _____
 - a. Title/Department: _____
 - b. Phone: _____
 - c. E-mail: _____
 - d. Facsimile-Number: _____
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): _____