

**UNIVERSITY OF TENNESSEE
CONTRACT FOR LEASING SPACES IN ALUMNI MEMORIAL
BUILDING**

The Alumni Memorial Building on the Campus of The University of Tennessee accommodates three categories functions, and there is a Different agreement for each category of use:

- 1) Performances by University groups or individuals, institutional ceremonies, and meetings of university groups (including registered student organizations) and meetings or ceremonies sponsored by University entities at which individuals from inside or outside The University may speak. Admission charges may or not be made to such events. This category of use requires a scheduling agreement in which the University group scheduling the event agrees to pay the fees for services used and agrees to pay for any damage which occurs, and The University agrees to allow the facility be used at the times scheduled. No rent is charged for such activities.***

- 2) Performances, speakers, or activities of community or external groups or organizations (even if partially sponsored by a University Department or registered student organization) whose audience is principally individuals external to The University (e.g., activities for conference participants scheduled by the Conference Department) or for which tickets are sold (e.g., a non-UT ballet company, orchestra or theatre group). Use of the facility for such purposes requires a contract in which the external group agrees to pay both rent and service fees and to indemnify The University for any liability arising out of use of the facility.***

- 3) Performances and other activities organized by entities external to The University (although they may be partially sponsored by a University entity) which have the general public as their targeted audience and which would be expected to carry insurance for their tour. Use of the facility for such activities requires a contract in which the external group agrees to pay both rent and service fees, to indemnify The University for any liability arising out of use of the facility, and to add The University as an additional insurance at a level of insurance specified by The University.***

**THIS AGREEMENT IS FOR CATEGORY 3 USE OF SPACE IN
ALUMNI MEMORIAL BUILDING**

**CONTRACT AND/OR LICENSE FOR USE OF SPACE AND SERVICES
BETWEEN
THE UNIVERSITY OF TENNESSEE
AND**

(NAME OF CONTRACTOR)

(ADDRESS, TELEPHONE NUMBER AND E-MAIL ADDRESS OF CONTRACTOR)

This contract/license, entered into this

_____ day of _____, 20_____

between The University of Tennessee, hereinafter referred to as University,

and _____
hereinafter referred to as Contractor or Licensee.

WITNESSETH

In consideration of the mutual promises contained herein, the parties agree to enter into this contract and license, and to be bound by the terms and conditions in accord with the provisions contained herein.

1. Licensee as promoter, performer, artist, entertainer, sponsor, University Department, or recognized University Student Organization agrees to provide the following event during the period and under the terms of this lease agreement:

a. Event and purpose for which facility is to be used:

b. Facility leased: Alumni Memorial Building, room: _____

c. Date of event: _____

d. Start and finishing time of event: _____

e. Move-in and move-out times of event: _____

f. Names of artists, orchestra, band(s), entertainers, performers, speakers, or groups which shall be presented:

g. Other: _____

2. **PAYMENT TERMS:**

a. Licensee agrees to the payment terms listed on the approved schedule of fees for this facility, which is attached to and made part of this Contract and/or License and to the payment of the stated rental charge listed in the attached. Payment of fees and rental charges, less any remaining deposit, is due 30 days after the end of the event.

b. Deposit required: 10% upon execution of contract.

c. Licensee agrees to pay for any and all damages to the building as a result of the scheduled event, including restoration of the facility after each use to the original conditions, normal wear and tear excepted.

3. **DEFAULT:**

If Licensee cancels the event more than 15 calendar days before the move-in date, the Licensee will forfeit its deposit and agrees to pay for any expenses incurred by the University in preparation for the event, including services provided by the University Departments. Unless the University is able to relicense the space, if the cancellation is within 15 or fewer calendar days of the scheduled event, licensee agrees to pay 50% of the difference between the forfeited deposit and license amount, as liquidated damages, and not as a penalty, which amount licensee hereby agrees is reasonable, in addition to any services already rendered by the University. The University is not obligated to seek or accept alternative use of the facility and may do so in its sole discretion.

4. **INSURANCE:**

The Licensee is required to provide policies of insurance issued by companies authorized to do business in the State of Tennessee. Said Licensee must also provide certificate of insurance (liability) naming The University of Tennessee as an additional insured under the policies in the following amounts:

Minimum policy limits of \$300,000 per person and \$1 million per occurrence, the term of such coverage to coincide with the dates of this agreement including move-in and move-out.

5. **INDEMNITY:**

Licensee agrees to indemnify, defend, and hold harmless The University from all demands, claims, suits, actions, or liabilities resulting from injuries or death to any

persons of property of loss by Licensee, University, or any person, howsoever caused,

during the period in which the contract covers, for use of rental space, or occurring as a result of the use of such space during the agreed period.

6. **NONASSIGNMENT:**

Licensee will not assign or transfer this contract without University's prior written approval.

7. **LICENSEE RESPONSIBILITIES:**

Attached to this document and made part of it are the policies that govern the use of facilities within the Alumni Memorial Building. The Licensee specifically agrees to adhere to all policies and to ensure that all policies are enforced. Additionally, in the case of performances, the Performer will have sole and exclusive control over the selection of musical compositions, and shall be responsible for the supervision, direction, and control of the services of the musicians and/or of the other entertainers and artists performing under performer's control. Performer agrees that all musicians under performer's control shall abide by the rules and regulations of The University of Tennessee, the policies attached and made part of this contract, and the laws of the State of Tennessee in matters relating to public conduct, sanitation, dress, and safety, public conduct, and decorum shall rest with the appropriate University official. If the musicians required to perform this engagement have not been chosen or hired by the performer prior to the signing of this agreement, it shall be the performer's responsibility to obtain such additional musicians as required.

8. **RIGHT OF ENTRY:**

In permitting the use of space herein mentioned, University retains the right to enforce all necessary and proper rules for the management and operations of such premises. Duly authorized representatives of University may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of the permit, and all parking areas shall at all times be under the charge of The University.

9. **PAYMENT FOR DAMAGES:**

Licensee agrees to pay costs of repair or replacement for any and all damages of Whatever origin or nature that may have occurred during the term of this contract. Licensee agrees to pay within _____ days of the invoice for damages.

10. **ADVERTISING:**

Licensee agrees that all advertising of the event will be true and accurate. Furthermore, Licensee agrees that all new releases, publicity material, radio or television announcements or other such public notices issued shall refer to The University *only* by "The University of Tennessee". All advertising space in or on University buildings and

grounds is the exclusive property of University, and all receipts shall accrue to University.

11. **ANNOUNCEMENTS:**

The University reserves the right to make announcements during intermission of at other appropriate times that relate to future attractions, concessions, etc. University is also entitled to make announcements in the interest of public safety. Licensee agrees that it will cooperate with and will cause its agents and performers to cooperate with the delivery of such announcements for public safety.

12. **BROADCAST AND RECORDING RIGHTS:**

The University reserves all rights for television and radio broadcasts and recordings originating from facility during the term of this agreement. Should University grant Licensee such privileges, University may require payment in addition to rental and Service charges. Such permission must be obtained in writing prior to broadcast date.

13. **COPYRIGHTS:**

Licensee will assume all costs arising from the use of patented, trademarked,, franchised or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event.

If music is to be performed in conjunction with the use of the equipment, the parties Agree to abide by the following copyright and performance provisions:

1. The Licensee hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, SESAC, and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this agreement.
2. The Licensee agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
3. The Licensee agrees to indemnify, hold harmless and defend the Institution and the State of Tennessee from and against any and all claims, demands or suits which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court cost or attorney's fees incurred by the Institution as a result of such infringement.
4. The Institution shall promptly notify the Licensee of any such claims brought against the Institution of the State of Tennessee. The settlement or compromise of any claim brought against the Institution of the State shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section 20-13-103.

14. **INTERMISSION:**

Licensee agree that all public ticket selling events will have at least one intermission of not less than twenty minutes in duration.

15. **EVENT REQUIREMENTS:**

At least seven (7) days before the first performance of the event, Licensee shall provide a full and detailed outline of all services required, including, but not limited to those listed on the attached schedule of payments for services, and will provide such other information as necessary for successful coordination of the event.

16. **CONCESSIONS:**

- a. University reserves the right to control the sale of all concessions, including food, beverage, parking, or any service connected with the Alumni Memorial Building. The attached list of policies sets forth information about food and drink within the facility. No free samples may be distributed at Alumni Memorial Building without the approval, in writing, of The University.
- b. *Programs and novelties:* Licensee may be permitted to sell novelties, programs, records, or tapes provided The University is given written notice at least five (5) days prior to the event. Include the name and telephone number of the Licensee's concession representative.

17. **TICKET PROCEDURES:**

1. University will at all times control ticket office, ticket personnel, and ticket receipts for all commercial public events until settlement.
2. Until a valid contract has been entered into between the Licensee and the artist and a valid technical sheet specifying service requirements (see attached list of fees) no tickets may be sold and no public announcements concerning the event may be made.

18. **COMPLIMENTARY TICKETS:**

Unless otherwise agreed to by The University, complimentary tickets should be limited to an amount consistent with good practice, but recommended not to exceed 3% of the Printed tickets for the event as taken from the certified manifest.

19. **EMPLOYER-EMPLOYEE RELATIONSHIP:**

Licensee expressly denies the existence of any employer-employee relationship or agency relationship between Licensee (or any musicians or other performers or entertainers performing under this agreement) and The University, its officers, employees and agents. Licensee expressly warrants that he or she and the performers

under this contract in the above scheduled performance shall be Licensee's or Licensee's performers, employees, agents, or servants.

20. **FACILITY UNAVAILALBILITY:**

If the facility is damaged or otherwise unavailable because of unforeseen causes beyond the control of The University, including but not limited to, such as acts of God, war, riots, strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, The University has no liability to licensee and is hereby released from any and all damages. The University has no obligation to provide alternative facilities. In the event the facility is unavailable for circumstances beyond the control of The University, licensee's deposit will be returned, less any monies expended or contracted for but which The University can not cancel, on behalf of licensee's event.

21. **RETURN OF CONTRACT:**

The University reserves the right to void this contract if it is not properly signed and return to The University within ten business or working days.

22. **CONTRACT BINDER:**

This contract shall not be binding on the parties until it has been signed by an officially-authorized representative of The University.

IN WITNESS WHEREOF the parties have executed this contract on the aforementioned date.

THE UNIVERSITY OF TENNESSEE

By _____
(for The University)

By _____
(Licensee)

Licensee's contact at The University of Tennessee for this engagement:
Auditorium Manager, Alumni Memorial Building

Telephone: (865) 974-2200 E-Mail: ssatterf@utk.edu

ALUMNI MEMORIAL CHARGE POLICY

Charge for services required for an activity are levied against all groups, including on-campus groups, other than regularly scheduled classes, final examinations, and mid-term examinations. Rental fees are levied for all outside groups sponsored by a University entity. The Division of Student Affairs, for example, would not pay a rental fee to host a performance sponsored by the All-campus Events Committee or Cultural Attractions Committee. It would, however, pay rental fee if it is sponsoring an event of another university or entity.

Only those services required will be billed to the group.

SERVICE	RATE PER DAY	NOTES
Piano use	\$75.00	applies only to use of a University piano. Groups that bring their own keyboards or Pianos are not subject to this charge.
Piano tuning	\$100.00	If a University piano is to be used, it will be Tuned before the performance.
Projector, screen, and Electronic podium	\$75.00	Any combination of these will trigger the charge
Stage Labor	Rates available upon request	The Auditorium Manager and the individual making arrangements for the event will determine the amount of stage labor required. In no case will "volunteer" labor be allowed for set-up or operation of equipment. Professional stagehands brought with traveling shows are acceptable in lieu of the fee.
House Manager	\$20.00 per hour	This charge will apply when more than one of the auditoria are in use at the same time, requiring personnel in addition to the Auditorium Manager. The Auditorium Manager and the individual making The arrangements for the event will determine the time required for load-in performance, and load-out. If two venues are in use at the same time, the charge will be first levied upon use of the large auditorium, next upon Alumni 210, and last upon Alumni 32. This charge does not apply to meeting scheduled in Which no services are required.
Ushers	Rates available upon	At least four ushers are required for events with printed tickets. Cultural attractions may supply its own ushers, provided they report to the hall 45 minutes prior to the scheduled start of the performance. No outside organization may furnish its own ushers.
Microphones and Sound System	\$100.00	If the entity brings its own sound system and microphones, and those meet safety standards for use, they may be used instead of incurring this fee.
Dressing Room Security	\$20.00 per hour	This applies only to groups using the dressing rooms or group warm-up room.
Theatre Lights	\$100.00 per rehearsal or performance	This does not apply to Alumni 27, which does not have theatre lights.
Lamp Fee	\$30.00	
Cleaning Fee	\$100.00-\$500.00	This per-day fee will be established by the Auditorium Manager based on the level of cleaning that will be required. In cases in which the routing cleaning by Facilities Services will be sufficient (such as for a meeting) no charge will be levied.

RENTAL	<p><i>Auditorium:</i> \$1,000 per day or any part of a day</p> <p><i>Alumni 210:</i> \$350.00 per day or any part of a day</p> <p><i>Alumni 32:</i> \$200.00 per day or any part of a day</p> <p><i>Alumni 27:</i> \$150.00 per day or any part of a day</p>	Rental charges apply only to off-campus groups being sponsored by a campus entity, including Conferences.
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POLICIES FOR USE OF ALUMNI MEMORIAL BUILDING

23. All scheduling of alumni Memorial Building space will be by the Auditorium Manager (974-2200). Priorities for scheduling the space will be those for scheduling general academic space at The University, with the priority order being: regularly-scheduled credit course, mid-term examinations, final examinations, School of Music classes and concerts, functions of other academic departments, functions of the Division of Student Activities, meetings or activities of recognized student organizations, and use by non-University groups sponsored by a University entity (this last category includes Conferences). Under no circumstances may evaluation of the facility set-up, performance, or take-down take place during regularly-scheduled classes, mid-term examinations, or final examinations.

24. “Blackout periods” will be established by the Registrar’s Office to include 1) mid-term examination periods, 2) final examination periods, 3) institutional ceremonies such as those surrounding Commencement, 4) times at which the building is closed for security reasons (e.g., home football games). Nothing may be scheduled into any space in Alumni Memorial Building during these periods until the examination schedules or ceremony schedules are set and nothing will be allowed that has the potential for disturbing students who are taking examinations or participating in university ceremonies (e.g., a rock concert or organ practice in the main auditorium would be Incompatible with examination-taking elsewhere in the building, and would not be Allowed). Nothing may be scheduled in any space during security closing of the Building.

25. There is to be no food and drink in any of the auditoria or classrooms. Lobby refreshments during concerts of performances (if any) must be limited to soft drinks, coffee, tea, and water, and must be arranged for through ARAMARK, The University’s Dining Services provider. There is to be no use of tobacco (smoking, chewing, snuff) in the facility, including in the dressing rooms and warm-up rooms. Groups, including regularly-scheduled classes and examinations, which violate any of these provisions will be barred from future use of the facility and will be given a low scheduling priority for

alternate space. If a contract with an outside group requires provision of certain foods

within the facility for the performers, service must be limited to the group warm-up room and coordinated through ARAMARK. No alcoholic beverages are permitted, and no controlled substances are permitted.

26. All loading into the facility must be from the rear, through the freight elevator. No equipment of any kind is to be brought in from Middle Drive.
27. All groups (other than regularly-scheduled classes) wishing to use Alumni Memorial must sign an agreement to do so, agreeing to abide by the policies relating to food, drink, and smoking; agreeing to any charges which are appropriate for the activity [*See Charge Policy*] and providing a University of Tennessee Account from which the charges will be deducted; and agreeing to assume financial responsibility for any damage to the facility as a result of use by the group. The Auditorium Manager will be glad to walk through the facility with a group representative prior to the event to ensure that no previous damage is assessed to the group using the facility.
28. The Auditorium Manager is The University official in charge of the facility during set-up, performance, and take-down. He or she will have the authority to assess additional charges for unexpected requirements of the event, refuse improper delivery of equipment, deny use of University equipment not previously arranged for, and request UT Police to escort violators of University policies from the building. The Auditorium Manager will oversee preparations and take down for the events.

RIDER

This rider is to the Alumni Memorial contract for room usage revised 10/16/2003.

- 1. Additional expenses (as needed)
 - A. Maintenance, electrical, carpentry, plumbing, and HVAC personnel
(rates available upon request)
 - B. All advertising costs
 - C. Transportation charges
 - D. All costs of stage hands, spot operators and any required Union workers
 - E. Any and all Insurance costs
 - F. Performers fees
 - G. Any and all catering expenses
 - H. Any and all Security costs
 - I. Any and all Emergency personnel
 - J. Any and all spotlight rentals
 - K. Forklift operator(s)
 - L. Fire Inspection
 - M. Any and all state and local amusement taxes
 - N. Any additional expenses required for the presentation of this engagement
As agreed by lessee and University
 - O. Telephone expenses
 - P. Lessee shall be responsible for any costs incurred by Parking Services

Agreed and Accepted:

By: _____
The University of Tennessee

By: _____
Lessee

Lessee Federal Identification Number