



WONSOOK KIM COLLEGE OF FINE ARTS

Illinois State University

Center for the Performing Arts

CENTER FOR THE PERFORMING ARTS FACILITY AGREEMENT FOR SPONSORED REGISTERED STUDENT ORGANIZATIONS

Client:	
Space Requested:	
Dates(s):	
Time(s):	
Event Description:	

This Agreement (“Agreement”) between the “Client,” named above, and the Board of Trustees of Illinois State University on behalf of its Center for the Performing Arts (“Venue”), shall commence and expire on the above stated date(s) and times. The parties agree to the following terms and conditions.

University regulations, rates, and policies are subject to changes and additions. Such changes and additions shall be officially posted on the [Center for the Performing Arts Rental Rate Sheet](#) and shall constitute actual notice to the Client. Rates are typically reviewed and increased yearly and such changes and additions shall become part of the Agreement.

I. CLIENT TYPE AND AUTHORIZED USER INFORMATION

The Venue will have sole discretion to determine the client type. The Client is bound by the procedures and rates as outlined by the client type.

Any persons designated as authorized users above can request services for this event(s) in the name of the Client. As the Client, and by providing all authorized users’ names, the Client is agreeing to pay for any services requested by the Client and/or authorized users associated with the Client’s event(s).

If any of the Client’s contact or authorized user information changes or any details of an event change, the Client must contact the CPA Coordinator by email or phone at 309-438-3586.

Sponsored Registered Student Organizations (RSO) must meet the following criteria. If not, the Venue can change the client type before booking the event, or cancel the event:

1. The Sponsored RSO must currently be registered and remain registered with the University.

2. The Sponsored RSO must be in good standing with the Venue, the Dean of Students Office, and the University.
3. If paying by a university account number, the account number will be used to pay for the full cost of the event(s).

II. EVENT DETAILS

Please review the detailed information outlined above to assure that this accurately reflects the event's requirements. The Venue reserves the right to adjust space(s) based on space utilization and availability. Every effort will be made to notify the Client in advance and to accommodate the Client in alternate location(s) on campus.

The Client needs to provide preliminary details of their event(s) needs (i.e. room layout, estimated attendance, stage requirements, equipment needs, and/or any special needs) no later than 15 business days prior to the event. Major events, as defined by the Venue, and all conferences must provide preliminary details 30 business days prior to the event. Final details must be provided five business days prior to an event. The Venue will do its best to accommodate requests made less than five business days prior to an event but under some circumstances may not be able to fulfill the Client's request and will notify the Client if the request cannot be accommodated.

III. CATERING

All catering within the Venue must follow University Policy found at <https://policy.illinoisstate.edu/health-safety/Policy/5-3-11> or approved by the CPA Coordinator. Any group that brings unapproved food or beverage will be asked to remove the item(s) immediately. University and State of Illinois Health Code policy and liquor licensing regulations prohibit the removal of catered food or beverage from any event.

1. Venue recommends all catering to be contracted through Illinois State University Event Services and Catering.
2. Venue must be notified of final catering plans five business days prior to event.
3. With the exception of bottled water, all food and beverages are strictly prohibited inside the CPA Concert Hall and Theatre. All catering must remain in the Lobby.

IV. FINALIZING EVENT

The Client must meet all requirements by the deadline specified, including, but not limited to, any Event Review Committee requirements, providing any required documentation (i.e. insurance documents for outside entities, signed Agreement), and/or providing applicable payments. If all requirements are not met the event may be cancelled or postponed.

If less than five business days before an event, equipment services, room charges, catering services, and labor are reduced or cancelled, the Client is responsible for 100 percent of the charges before the reduction or cancellation of services. Due to limited resources, requests or changes to an event may not always be accommodated. When they can be accommodated, late requests may incur additional fees.

V. PAYMENT

Events charging less than \$5 must be paid in full five business days before the event. Events charging \$5 or more will be sent a final invoice after the event within five business days. Client must pay in full within 30 days of the invoice date. All payments made to the Venue are non-refundable. Public Clients can pay by check or credit card. Nonprofit organizations can pay by organizational check or credit card. Taxes will be charged unless tax-exempt status is provided before any payment is made. Checks should be made payable to Center for the Performing Arts and mailed to Center for the Performing Arts, Campus Box 5600, Normal, IL 61790-5600 or dropped off at the CPA Box Office located at the CPA. Credit card payments can be processed by calling 309-438-3586 or in person at the CPA Box Office. Please include the invoice number when making a payment.

If it becomes necessary for the University to take legal action to collect the Client's unpaid balance, the Client agrees and understands they will be responsible for all costs incurred by University related to such action, including, but not limited to, Not Sufficient Funds (NSF) charges, finance charges, attorney's fees, and any other associated costs.

VI. CHARGES

A. TICKETING

If a ticket price exceeds \$5.00, Ticketmaster guidelines must be followed. The Client must contact the CPA Coordinator for assistance at least 30 business days prior to the desired on-sale date. No other ticketing systems are allowed. Rates are available on the the [Center for the Performing Arts Rental Rate Sheet](#).

B. DAMAGE CHARGES

The University shall use its best efforts to furnish, at its expense, reasonable temperature control, water, lights and electric power for ordinary use only, unless requested in writing by the Client and agreed to before the Event. Promptly after the final presentation of the Event, Client shall clear and leave the Venue in a condition equal to or better than the condition it was in when the Client first entered it.

Client shall pay the University for any damages, maintenance, repairs or replacement, other than normal wear and tear, resulting from or made necessary by the occupancy of Client or its representatives, agents, cast members, workers, employees, independent contractors or invitees.

No nails or screws shall be directly inserted into stage floor. Any set pieces effacing the floor will result in a damage fee to be determined by ISU Facilities and billed to Client.

C. LABOR CHARGES

Additional charges for the event may be incurred by the Client if the University or Venue determines more personnel or equipment is required for the event. This includes, but is not limited to, ticketing, front of house, security, EMT, facilities, safety personnel, or as the result of a risk assessment.

All labor charges will be incurred by the Client in 30 minute increments. If the event ends early, labor will be charged for the event's scheduled time.

If, on the day of the event, the Client requests a room set-up that is different than the one originally agreed upon, they will be billed per labor hour to re-set the room. Rates are available on the [Center for the Performing Arts Rental Rate Sheet](#).

VII. VENUE SERVICES AND REQUIREMENTS

A. A/V SERVICES

The Venue has a limited range of A/V and production equipment and services available for rental, depending on the space requested. Rates are available on the [Center for the Performing Arts Rental Rate Sheet](#).

B. SHIPPING AND STORAGE

The Venue strongly discourages shipping items to the Venue's facilities. If a shipment is necessary, the Client must contact their event planner for approval and instructions. The Venue cannot accept responsibility for any damaged or lost items.

All items including, but not limited to, props, displays, risers, instruments, etc., must be brought in and removed within the contracted time by the Client, unless previous arrangements have been made with their event planner. The Client will be billed for any and all charges associated with the removal and disposal of items left behind following the Client's event(s).

C. DECORATIONS AND ACTIVITIES

Stapling, pinning, taping, or affixing decorations to any surface is not allowed. This includes, but is not limited to, posters or banners on the CPA Lobby walls or windows.

Smoke machines or other items producing smoke or haze by any method are only allowed in the CPA Theatre and must be approved at least 30 business days prior to the event. If approval is given, the Client must follow specific guidelines provided by the Venue and will be charged for any associated costs.

Any damage or excessive cleanup needed on walls, floors, decorations, windows, tables, or other surfaces or furnishings due to decorations, signage, or activities will be corrected at the expense of the Client.

D. ROOM AND TABLE USE SAFETY

In order to keep guests and staff safe during an event, the Client and the Client's guests must follow the rules listed below.

1. The number of guests in a room must not exceed the room's capacity.
2. All aisles/areas leading to exit doors must be kept clear and unobstructed guests and tables. All tables in the CPA Lobby must remain in their assigned locations unless approved by the CPA Coordinator.
3. Exit doors must not be fastened or obstructed to ensure that the doors can be readily opened.
4. No poster or banners can be hung on the CPA walls or windows without approval by the CPA Coordinator.

E. LICENSES AND ROYALTIES

Client shall obtain all necessary licenses and pay all royalties, fees, fines, and/or penalties required to be paid by law or by any contractual arrangements with respect to the presentation of the Event. Client warrants and represents that all copyrighted materials to be presented at the University during the Event have been or will be duly licensed and authorized.

VIII. POLICIES, PROCEDURES AND GUIDELINES

The Client agrees to follow all local, state, and federal law and regulations and abide by all University Policies and Procedures, some of which are outlined below. Violation of these or any other University policies may result in suspension of reservation privileges for up to one academic year. Please refer to the University Policy and Procedures website at <https://policy.illinoisstate.edu> for more information.

A. UNIVERSITY FACILITY AND SPACE USE POLICY AND USE OF VENUE FACILITIES AND PUBLIC SPACES PROCEDURE

The full procedures related to University Use of Facilities and Public Spaces Procedures are incorporated into this Agreement and are available at <https://illinoisstate.edu/about/facility-space-use/>.

B. ALCOHOL

Student groups are not permitted to have alcohol when reserving University facilities. Please refer to the Illinois State University Alcohol Policy at <https://policy.illinoisstate.edu/health-safety/5-1-20.shtml> for more details.

C. PROTECTION OF MINORS POLICY

Illinois State University is committed to ensuring a safe and secure environment when University faculty, staff, and students have Direct Contact with minors. The purpose of the Protection of Minors Policy is to ensure that minors are provided appropriate treatment and protections when participating in programs and/or activities being held on property owned or controlled by Illinois State University, or when agents/representatives of the University including but not limited to employees, students and/or volunteers have Direct Contact with minors. If an event involves Direct Contact with minors, the Client must also complete and submit the Protection of Minor's Space Reservation Form at <https://ehs.illinoisstate.edu/downloads/Outside%20Group%20Protection%20of%20Minors%20Space%20Requirements.pdf> for approval.

D. SALES

The Venue must approve the sale of all merchandise. All sales efforts must be consistent with state, local, and University regulations, including payment of any taxes or licensing fees, commonly accepted standards of decency, and must not present any potential danger to the consumer or to the University community. The Venue will not be held liable in any way for the

suitability, authenticity, quality, or safety of merchandise sold. Sales for promotional merchandise may be subject to commission.

Merchandise sales must be approved by the CPA Coordinator at the time of reservation.

Merchandise sales and promotional items involving the following are not allowed, including but not limited to:

1. Credit card companies, selling of alcohol or tobacco products, and gambling
2. Direct sales by off-campus groups for any services or products
3. Selling food or beverages

E. LICENSED MEDIA, GAMES, AND MOVIES

Most media, games, and movies are licensed for private or home use only. As a public venue, Venue facilities are restricted from making available rooms, spaces, and equipment for activities that involve illegal use of media, games, movies, etc. The Client who wishes to use games, media, movies, etc. must show proper authorization and licensing before reservations are accepted. The Client's event planner can provide more information.

F. SMOKE AND TOBACCO-FREE CAMPUS POLICY

The University is a smoke-free, tobacco-free campus. State law prohibits smoking, vaping, and the use of tobacco on campus property. Campus property includes buildings, grounds, and parking lots. Please refer to the Illinois State University Smoke and Tobacco-Free Campus Policy at <https://policy.illinoisstate.edu/health-safety/5-1-7.shtml>.

G. WEAPONS AND FIREARMS-FREE POLICY

All persons are prohibited from possessing any weapon or firearm on the property of the University except as provided in the Illinois State University Concealed Carry and Prohibited Weapons Policy at <https://policy.illinoisstate.edu/health-safety/general/5.1.1Concealed%20Carry.shtml>.

H. ANIMALS

Public health laws prohibit animals from food service establishments except for service animals. Please refer to the Illinois State University Dogs, Cats, and Other Animals Policy at <https://policy.illinoisstate.edu/health-safety/5-1-9.shtml> and the Student Access and Accommodation Services Policies and Procedures at <https://studentaccess.illinoisstate.edu/policies/>.

IX. CANCELLATIONS AND NO-SHOWS

A. WRITTEN NOTICE

The Venue can lose substantial revenue upon the unexpected cancellation or no-show of an event. The amount lost in these circumstances are often difficult or impossible to determine. Written notice of cancellation by either email or letter must be received by the Venue. The date that this notification is received by this office will be considered the cancellation date. If a client cancels an event, all deposits or advance payments made to the Venue are non-refundable. The

Client can refer to their Agreement to determine what is owed to the Venue if they cancel an event. The following rules apply:

1. If cancelling a ticketed event in the CPA, and the ticket sales have already begun, the Client will be billed a cancellation fee of \$1,000 in addition to \$0.30 per ticket sold.
2. If cancelling more than six months before the event, no additional cancellation fees are due except Client will be charged 100% for any specialty items ordered for the event.
3. If cancelling between six business days and six months before the event, 50 percent of the total equipment and room charges are due in addition to 100 percent of any specialty items ordered for the event.
4. If cancelling five business days before the event or if the client fails to show up for an event, 100 percent of the total equipment and room charges are due.

B. FORCE MAJEURE

The Venue in its sole discretion reserves the right to cancel an event. No claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of the Venue, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware services) ("a Force Majeure Event"). In the event of a Force Majeure Event, the Client will be responsible for payment of all nonrecoverable expenses incurred by the Venue prior to the date of the cancellation.

X. MISCELLANEOUS

A. USE OF SPACE

The Client may use the identified University Facility for the limited purpose of the event(s) for the date(s) of the event(s).

B. EFFECTIVE DATE

This Agreement shall become effective upon signature of both parties and shall remain in effect through the specified date(s) of the event(s).

C. INSURANCE

Depending upon the type of event and related activities, all vendors may be required to provide proof of appropriate insurance coverage and/or additional loss prevention measures according to the procedures of the Event Review Committee. Client may also be required to provide insurance as specified in the University Facility Insurance Requirements. Evidence of insurance coverage must be provided to the event planner no later than 10 business days prior to the event.

D. LIABILITY

The Client shall indemnify and hold harmless the Board of Trustees of Illinois State University its trustees, officers, agents and employees, from and against any and all suits, actions,

proceedings, claims, demands, assessments, judgments, costs, losses, liabilities and recoveries for injuries or death to any person including guests and invitees of the Client and for damage to property arising from the Client's use of the University Facilities. The Client shall defend against such suits, actions, proceedings, or claims provided, however, that such cause of action does not arise out of the direct negligence of the University or its agents.

E. ASSUMPTION OF RISK

The Client shall be responsible for the personal conduct, safety and welfare of its agents, cast members, employees, volunteers, independent contractors, and invitees. The Venue may, in its sole discretion, take whatever action it deems advisable with respect to such conduct. The Venue assumes no responsibility for any Client property brought into University Facilities by the Client and/or its invitees and the Client releases the Venue from all liabilities for any loss, theft, injury, or damage to such property that the Client may sustain.

F. VENUE LIMITATION OF LIABILITY AND DAMAGES

The Client agrees to clear and leave the University facilities in a condition equal to or better than the condition when the Client entered the premises. The Client also reimburses the Venue for the cost of any repair (other than normal wear and tear) to the facilities that arises out of or is in any way connected with the Client's use of the facilities. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party. The Venue shall not be responsible for any consequential, incidental, indirect, special or punitive damages or for any lost profits, lost revenues or costs of cover. These limitations apply regardless of the legal theory under which such liability is asserted and regardless of foreseeability. For other claims, the Venue's maximum liability will not exceed in the aggregate the total charges paid by the Client under the Agreement.

G. FAILURE OF ENFORCEMENT AND SEVERANCE

The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or either party's right to enforce the terms of the Agreement.

H. ADVERTISING

Client is responsible, at its expense, for any advertising and promotion of the Event. Client must submit all proposed advertising or promotion to the Venue and obtain the Venue's written approval before publication.

I. BREACH

Failure to comply with any of the requirements of the Venue or this Agreement shall constitute a material breach of this Agreement and shall entitle the Venue to cancel this Agreement. In the event of such cancellation, the Venue shall be entitled to any money deposited as well as the reimbursement for any expenses it incurred pertaining to the Agreement. A waiver by the Venue of any breach of these conditions or any other condition in this Agreement shall not be held to constitute a waiver of any other breach or failure on the part of the Client.

J. UNIVERSITY POLICIES, COMPLIANCE, AND GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of Illinois.

The Client agrees to comply with all applicable government laws and regulations and agrees to comply with all policies, rules and regulations of Illinois State University (including but not limited to restrictions regarding smoking on premises, access to premises, and use and sale of alcohol on University premises).

K. MODIFICATION AND AMENDMENT

This Agreement (and all attachments thereto) shall constitute the entire Agreement between the parties. The Agreement may not be assigned by either party without prior written consent of the other party. The Agreement may not be modified by either party unless agreed by both parties in writing.

L. NOTICES

All notices from one party to the other must be in writing and must be delivered by hand, first class mail, or email to the following addresses:

Notices to the Venue shall be sent to:

Email: nebenso@ilstu.edu, CPA Coordinator

Mailing Address: Wonsook Kim College of Fine Arts
Center for the Performing Arts
Campus Box 5600
Normal, IL 61790-5600

Notices to the Client shall be sent to:

Email:

Mailing Address: _____

M. AUTHORIZED SIGNATURES

By signing this Agreement, the Client acknowledges and agrees that they are an authorized agent of the Client and that the Client will be held financially responsible and liable for all services incurred by Illinois State University for this Agreement. Further, the Client agrees they have read and will abide by the guidelines for events on the campus of Illinois State University and within the Venue as described in this Agreement and elsewhere. In addition, by signing below, the signer attests that they are the Client or an authorized agent of the Client.

XI. ITEMS TO BE COMPLETED BY THE CLIENT

A. UNIVERSITY PROTECTION OF MINORS POLICY COMPLIANCE

The Client must complete the following sections below (Refer to Section VII C for more information.)	
Does the event(s) involve minors (under 18)? <ul style="list-style-type: none">• Will your staff, volunteers or event guests have Direct Contact, interaction with, or access to minors (under 18) at the activity/event(s)?• Is the activity/event(s) primarily intended for minors (under 18) as guests?	
SELECT YES OR NO BELOW AND COMPLETE THE CORRESPONDING STEPS.	
<input type="checkbox"/> YES Complete the Protection Of Minors Space Reservation Form https://ehs.illinoisstate.edu/minors/outside-groups/ and attach it to this Agreement.	<input type="checkbox"/> NO STATEMENT: I agree that my activity/event(s) does not involve minors and I am not subject to the University Protection of Minors Policy. _____ Signature of Client _____ Date

XII. COVID-19 FACILITY USE REQUIREMENTS

While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all university and facility specific recommended public health rules and precautions. In addition, all participants/attendees also agree to follow any applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois, and the Illinois Department of Public Health. The individual or organization reserving the space is responsible for making sure that all participants/attendees are aware of the outlined risks and requirements.

These public health rules and precautions may include but are not limited to:

- Follow all face covering requirements which can be found at <https://ehs.illinoisstate.edu/safety/face-coverings>.
- Observe appropriate physical distancing practices at all times and remain at least six (6) feet apart from others.
- Follow good hygiene guidance such as regular hand washing and avoiding touching one's face.
- Limit gathering over a certain number and only if participants/attendees can follow facility capacity and all university and other public health guidelines at the time of the event.
- Observe any additional guidelines that may be posted or communicated at a university facility or website.

I understand that as the Authorized Representative I must ensure that each participant attending this event is required to sign the attached COVID-19 Acknowledgment of Risks for University Space Reservations attached as Exhibit A.

Signature of Client	(Please Print Name)	Date
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Signature of Advisor	(Please Print Name)	Date
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Provost and Vice President for Academic Affairs	Date
On behalf of the Board of Trustees of Illinois State University	

EXHIBIT A

COVID-19 Acknowledgment of Risks and Public Health Mitigation Measures for University Space Reservation Participants

COVID-19 Risks. The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 vaccines have been developed and are currently being distributed, but are not yet widely available to the general population. Individuals with underlying medical conditions or other at-risk populations are especially vulnerable to the virus. COVID-19's highly contagious nature means that exposure, especially through contact with others, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Illinois State University cannot guarantee a risk-free environment.

I understand that the University has put in place recommended public health rules and precautions in order to mitigate the spread of COVID-19, which may be updated at any time. These rules and precautions are reasonable practices recommended by public health and professional organizations, and state and national health authorities, including but not limited to, the Centers for Disease Control, the Governor of the State of Illinois, and the Illinois Department of Public Health.

By reserving this space, attending, or participating in the event, I acknowledge that it is impossible to prevent or fully mitigate the risk of COVID-19 infection, these rules and precautions are designed to reduce risk for Illinois State University students, faculty and staff, and member of the community they may or may not be effective in mitigating the spread of COVID-19. I agree to comply with such rules and precautions, including the items listed below. The University may continue to update or modify these safety measures and recommendations as circumstances evolve.

COVID-19 Facility Use Requirements: While on campus or using a campus facility, all participants/attendees must agree that they are responsible for abiding by all University and facility specific recommended public health rules and precautions. In addition, all participants/attendees also agree to follow any applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois and the Illinois Department of Public Health. The individual reserving the space is responsible for making sure that all participants/attendees are aware of the outlined risks and requirements.

These public health rules and precautions may include but are not limited to:

- Follow all face covering requirements which can be found at <https://ehs.illinoisstate.edu/safety/face-coverings/>.
- Observe appropriate physical distancing practices at all times and remain at least six (6) feet apart from others.
- Follow good hygiene guidance such as regular hand washing and avoiding touching one's face;
- Limit gathering over a certain number and only if participants/attendees can follow faculty capacity and all University and other public health guidelines at the time of the event.
- Observe any additional guidelines that may be posted or communicated at a University facility or website

In addition, the Student Code of Conduct requires students to comply with all University policy, rules and regulations. (Section VI.A.12.) In addition, failure to comply with reasonable and lawful requests or directives of University officials or law enforcement officers acting in the performance of their duties also is a violation of the Student Code of Conduct. (Sections VI.A.6). Any violations of the Student Code of Conduct may result in discipline, up to and including dismissal.

Aware of the foregoing, participant voluntarily attends the event/activity and agrees to follow all public health measures, policies, procedures, and rules put in place and keep up to date as the situation is everchanging and agrees to all Financial Implications. Up to date information about COVID-19 can be found at <https://coronavirus.illinoisstate.edu/>.

Printed Name of Participant

Signature of Participant

Date

Signature of Parent/Legal Guardian

Date

(if participant is under 18 years of age)