

**CONTRACT NAME: AGREEMENT BETWEEN LOYOLA
UNIVERSITY NEW ORLEANS AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Loyola University New Orleans and DJUSD is a facilities reservation agreement for practice room use on March 27, 2018. The Davis High School Jazz Choir will be in New Orleans for performances and workshops March 22 to March 28, 2018.

FACILITIES RESERVATION AGREEMENT

Request is hereby made for the use of facilities as listed herein:

CM 230 Date: 3/27/2018 Meeting Time: 10:00 AM to 11:00 AM capacity: 70

This Reservation Agreement is initiated under the following Contract: DavisSeniorHS 2018 Contract.pdf.

All terms of the referenced Contract remain in effect. In addition, all rules, policies, and stipulations included in this Reservation Agreement shall be considered, for all intents and purposes, to be a binding addendum to the Contract.

This Reservation Agreement remains valid only insofar as it is initiated under and referenced to a valid Contract. Cancellation of the referenced Contract automatically invalidates this Reservation Agreement.

Rules specific to Ensemble Rooms

1. Events will be scheduled into facilities only on dates/times that minimize impacts on LUNO classes.
2. The Lessee agrees to follow all instructions given by the facility manager or his/her designee to lessen the impact of scheduled event(s) on normal building operations.
3. Groups comprised of minors must be accompanied by chaperones at a ratio not to exceed 15 minors/1 chaperone. Chaperones must be at least twenty-one years of age.
4. Lessee is responsible for ensuring that LUNO equipment in facilities listed on this agreement is in no way used or handled by persons using listed facilities as a result of this agreement without expressed consent from the facility manager.
5. It is the responsibility of the Lessee to ensure that all items brought into the facilities are removed immediately after use. Failure to do so will result in extra charges.
6. Helium balloons are not allowed inside of the facilities.
7. Nothing may be attached to the walls in the facilities.
8. Food and beverages are not permitted inside of ensemble rehearsal rooms.
9. Food and beverages may be made available at the Lessee's expense in a reception or concession setting provided the following conditions are met:
 - a. All rules and regulations concerning alcohol, as stipulated in the contract, are strictly followed.
 - b. All rules regarding Food Services/Concessions, as stipulated in paragraph XI of the contract, are strictly followed.
 - c. The Lessee agrees to pay any additional costs for janitorial services required to return the facility(s) back to its pre-event state.
10. Refunds for Event Cancellations prior to scheduled event date will be as follows (minus costs already incurred by LUNO as a result of this agreement):
 - >= 28 days: 100%
 - < 28 days, but >= 14 days: 50%
 - < 14 days, but >= 7 days: 25%
11. The capacities of the requested facilities as listed above may not be exceeded.
12. If, following completion of usage of facilities per this Reservation Agreement, an outstanding balance exists for any incidental cost incurrances, the facility manager will forward to Lessee an invoice itemizing costs and reflecting any payments made toward the composite facility usage fee. The Lessee agrees to remit the total amount due upon receipt of the invoice. Remittance will be in the form of a check made payable to Loyola University New Orleans or by Credit Card (Visa or Mastercard).
13. This Reservation Agreement must be accepted by Lessee within 30 days of Offer Date printed above unless the Offer Date is within 44 days of the first event date requested, in which case this Reservation Agreement must be accepted at least 2 weeks prior to the first event date requested.

This Reservation Agreement shall be confirmed when the Facility Manager has received full payment of \$255.00, provided the referenced Contract is in effect. Payment shall be by means of a check made payable to Loyola University New Orleans, or by Credit Card.

(Signature of Representative)

Davis Senior High School
315 W 14th St

Davis, CA 95616

Approved: _____

(Facility Manager)

Date: _____

Return and Inquiries:

Mr. Clinton M. Keene
Facility Manager/Technical Director
Loyola University College of Music
6363 St. Charles Ave.
New Orleans, LA 70118
Phone: (504) 865-2148
FAX: (504) 865-2852
email: cmkeene@loyno.edu

**LOYOLA UNIVERSITY NEW ORLEANS
APPLICATION AND PERMIT FOR USE OF FACILITIES**

This agreement by and between LOYOLA University New Orleans (hereinafter referred to as LOYOLA) and Davis Senior High School (hereinafter referred to as LESSEE), effective this 1st day of February, 2018.

1. SCOPE OF CONTRACT: The scope of this CONTRACT is as follows:

1. To establish general parameters, expectations, and requirements for all events staged in FACILITIES of LOYOLA that are initiated, produced, and targeted primarily toward audiences other than the students, faculty, and staff of LOYOLA.
2. To establish a timeframe during which LOYOLA and LESSEE may reach agreements allowing the LESSEE to stage events in FACILITIES of LOYOLA. For repeat LESSEES this timeframe shall coincide with the annual renewal cycle of LESSEE's general liability insurance policy.
3. To establish definitions that will be used throughout the CONTRACT and ensuing RESERVATION AGREEMENT.

2. DEFINITIONS:

LOYOLA – LOYOLA University New Orleans

FACILITIES – buildings, structures, and grounds owned by LOYOLA

MANAGER – the employee of LOYOLA whose primary responsibilities include overseeing daily operations of FACILITIES for which a RESERVATION AGREEMENT has been executed or the employee of LOYOLA charged with overseeing this CONTRACT.

LESSEE – an individual or organization entering into this CONTRACT for use of FACILITIES

RESERVATION AGREEMENT – an addendum to the CONTRACT that lists specific FACILITIES, dates/times, expected attendances, and the nature of event(s) for which the FACILITIES are being requested. To be valid, a RESERVATION AGREEMENT must meet the following criteria:

1. RESERVATION AGREEMENT must reference a signed CONTRACT that is valid during the dates/times listed on the RESERVATION AGREEMENT
2. Name of LESSEE on the RESERVATION AGREEMENT must be the same as is listed on the referenced CONTRACT
3. RESERVATION AGREEMENT must be signed by MANAGER and by LESSEE

LUPD – LOYOLA University Police Department

CONTRACT – the Application and Permit for Use of Facilities that defines the general terms of usage of LOYOLA FACILITIES (this document)

3. CONTROL OF FACILITIES: The LESSEE acknowledges that at all times FACILITIES remain under control of LOYOLA. The LESSEE agrees to conform to all rules, regulations, and decisions of LOYOLA, including closure of LOYOLA, in full or in part, due to circumstances beyond the control of LOYOLA. In the case of cancellation of event(s) due to closure, an attempt will be made to reschedule cancelled event(s) at a date and time acceptable to both parties. If such date cannot be agreed upon, refund to the LESSEE shall be limited to the monetary amount paid to LOYOLA as a deposit for the affected CONTRACT. LESSEE INITIALS

4. **ILLEGAL ACTS:** The LESSEE states that, to the best of his/her knowledge, the use of FACILITIES for which application is hereby made will not be used for the commission of any act that is prohibited by law or for the commission of any crime or for any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means. _____ *LESSEE INITIALS*

5. **REGULATIONS:** The LESSEE agrees that the LESSEE and all participants, guests, assigns, and all personnel who are on the FACILITIES to participate in, attend, or otherwise support any event commissioned under this CONTRACT are subject to and shall observe all regulations concerning health, safety, and public order in the State of Louisiana, City of New Orleans, and LOYOLA. LESSEE and event participants are also subject to and shall observe all LOYOLA regulations regarding use of LOYOLA facilities and equipment, including, but not limited to, residence halls, meeting facilities, dining facilities, computers and computer labs, library facilities, parking, and recreational facilities. Should the LESSEE or any participant fail to comply with said regulations, LOYOLA may terminate this CONTRACT in whole or in part at any time. Upon these conditions, the LESSEE will be liable to LOYOLA for all charges and expenses incurred on behalf of the LESSEE and the remaining anticipated event fees as liquidated damages. _____ *LESSEE INITIALS*

6. **PARKING:** The LESSEE understands that LOYOLA is in no way obligated to provide parking space for vehicles belonging to the LESSEE, its guests, employees, volunteers, or subcontractors and that parking on the LOYOLA campus without a valid LOYOLA parking permit is prohibited. Depending on the dates/times articulated in a valid RESERVATION AGREEMENT initiated under this CONTRACT, the MANAGER may, with approval from, and for a fee to be determined by, LOYOLA Parking Services, offer non-exclusive guest parking in a specific facility at LOYOLA. The LESSEE understands that parking of vehicles belonging to the LESSEE, its guests, employees, volunteers, or subcontractors on LOYOLA premises in the absence of or in violation of such a parking arrangement is prohibited and that vehicles parked in violation may be ticketed or immobilized. Parking citations must be settled in the LUPD office at the vehicle owner's expense. _____ *LESSEE INITIALS*

7. **LIABILITY:** LESSEE agrees that LOYOLA shall not be responsible for any loss, damage, injury, or liability to LESSEE, its guests, employees, volunteers, or assigns or any other person entering FACILITIES under this CONTRACT ~~or to its or their property for any cause or reason whatsoever~~. To the fullest extent permitted by law, LESSEE agrees to protect, defend, indemnify, save, and hold harmless LOYOLA, its agents, officers, servants and employees, including volunteers, from and against any and all claims, demands, suits, expense, and liability arising out of injury or death of any person or the damage, loss, or destruction of any property that may occur or in any way grow out of any act or omission of the LESSEE, its agents, servants, officers, and employees, including volunteers, or any and all costs, expenses, and/or attorney's fees incurred by the LESSEE as a result of any claim, demands, and/or causes of action or resulting from or arising out of, in connection with, or incidental to, the LESSEE's use of LOYOLA's premises and/or FACILITIES as described herein, unless caused by the sole negligence of LOYOLA. LESSEE agrees to investigate, handle, respond to, and defend any such claims, demands, and suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. LOYOLA retains the right to select counsel to defend it in any action or claim resulting from the LESSEE's negligence, with all fees, costs, and expenses of such defense to be paid fully by LESSEE. _____ *LESSEE INITIALS*

8. **SUPERVISION OF MINORS:** All people charged with the care of minor children should be appropriately screened and trained. No adult/chaperone should be permitted to be alone with a minor child for any period of time. LOYOLA expects LESSEE utilizing its FACILITIES to exercise due care in preventing child abuse and/or molestation. _____ *LESSEE INITIALS*

9. USE OF PYROTECHNICS: Use of all pyrotechnics is strictly prohibited on LOYOLA premises.
_____*LESSEE INITIALS*

10. ALCOHOLIC BEVERAGES: Alcoholic beverages are strictly prohibited at all functions produced by or targeted to persons under twenty-one years of age or where it is anticipated that persons less than twenty-one years of age will comprise five percent or greater of the total number of participants. In the case of functions produced by or targeted to persons twenty-one years of age and older and for which the LESSEE and the MANAGER agree that attendees of less than twenty-one years of age will comprise less than five percent of the audience, LESSEE may request permission to make alcoholic beverages available to guests of legal age. Such intentions by the LESSEE must be disclosed to the MANAGER in writing at least four weeks prior to the date of intended use. The MANAGER, in conjunction with other concerned agents of LOYOLA, reserves the right of final approval for the offering of alcoholic beverages. All alcohol will be controlled as outlined in the LOYOLA Student Handbook. The cost of extra personnel required to execute alcohol-related controls will be paid in advance by the LESSEE. Unauthorized possession and/or distribution of alcohol on the LOYOLA premises will constitute grounds for expulsion, RESERVATION AGREEMENT termination, and CONTRACT termination. _____*LESSEE INITIALS*

11. FOOD SERVICES/CONCESSIONS: Depending upon food and beverage policies specific to each FACILITY, the LESSEE may, at his/her expense, sell prepackaged concessions and/or contract a licensed caterer from a list of caterers approved to work on the LOYOLA campus, to provide/serve food and beverages in conjunction with events hosted on the LOYOLA campus, provided the following conditions are met:

1. The LESSEE must inform the MANAGER no less than four weeks prior to the event of his/her intention to sell concessions or to have a pre- or post-event reception.
2. All food and beverage policies specific to each engaged FACILITY are enforced.
3. If the LESSEE plans to serve alcohol, the LESSEE must inform the MANAGER of his/her intention no less than four weeks prior to the event. All rules regarding alcoholic beverages must be followed.

_____*LESSEE INITIALS*

12. SIGNAGE: Intended signage must be preapproved by LOYOLA. All signs that are posted for events commissioned under this CONTRACT must be removed at the end of the event. Signs must be attached by nondestructive means. _____*LESSEE INITIALS*

13. SECURITY: LOYOLA reserves the right to require that LUPD officers be present at all events taking place on the LOYOLA premises. LUPD reserves the sole right to determine the number of officers required for each event to provide adequate protection to personnel and property. The LESSEE is responsible for the cost of LUPD coverage. Should LUPD consider the necessity to hire extra security personnel for an event, LUPD retains the authority to contract additional personnel from an agency of its choosing. The LESSEE will be responsible for the cost of additional security personnel. _____*LESSEE INITIALS*

14. JANITORIAL: FACILITIES used to support events scheduled under this CONTRACT must be returned to a reasonable state of cleanliness and order. MANAGERS of FACILITIES reserved in conjunction with this CONTRACT will arrange for janitorial services through LOYOLA's contracted custodial service company. The cost of such services will be borne by the LESSEE. The LESSEE may NOT hire personnel to provide janitorial services on LOYOLA's campus. _____*LESSEE INITIALS*

15. RESERVATION OF FACILITIES: Validation of this CONTRACT does NOT confer to the LESSEE any rights or privileges to use any FACILITIES on the LOYOLA campus, nor does such validation place on

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LOYOLA or any of its agents any obligation or expectation to enter into a RESERVATION AGREEMENT with the LESSEE. No RESERVATION AGREEMENT will be considered valid unless:

1. It references a specific valid CONTRACT between LOYOLA and LESSEE, the date span of which includes the date(s) on the RESERVATION AGREEMENT.
2. A payment from the LESSEE to LOYOLA for the full amount indicated on the RESERVATION AGREEMENT is submitted in conjunction with the RESERVATION AGREEMENT.
3. The RESERVATION AGREEMENT is signed by the LESSEE and the MANAGER of the FACILITY requested on the RESERVATION AGREEMENT.

Several RESERVATION AGREEMENTS may be issued under one CONTRACT. FACILITIES requested on RESERVATION AGREEMENTS may have Usage Policies unique to those facilities. Such Usage Policies are considered to be bound additions to this CONTRACT. Any apparent conflicts between CONTRACT requirements and Usage Policy requirements will be left to the interpretation of the MANAGER.

LESSEE INITIALS

16. ADVERTISEMENTS: It is the responsibility of the LESSEE to design, produce, and distribute at its expense all advertisements associated with events commissioned under this CONTRACT. All such advertisements, including but not limited to printed, broadcast, and electronic, must include the name of the non- LOYOLA -sponsoring organization, as well as non- LOYOLA phone numbers/Web sites, etc., for the purpose of directing interested persons to sources for additional information and/or for the purchase of tickets. References to LOYOLA shall be restricted to publishing the name of the university (LOYOLA UNIVERSITY NEW ORLEANS), and the name of the specific FACILITY in which the event is scheduled. The LESSEE is required to provide proofs of all advertisements to the MANAGER prior to distribution.

LESSEE INITIALS

17. CANCELLATIONS AND NO-SHOWS: In case of cancellation in writing of events prior to the reserved date for which deposits have been received by LOYOLA, refunds to LESSEE will be issued minus all encumbered costs and cancellation penalties, including loss-of-business assessments, as detailed in each FACILITY'S RESERVATION AGREEMENT(S). Failure to cancel FACILITY RESERVATION AGREEMENTS in writing prior to reserved date will result in automatic forfeiture of all deposits. _____
LESSEE INITIALS

18. PAYMENT: Payment for rents and services shall be made per the terms of each RESERVATION AGREEMENT instantiated under this CONTRACT. _____
LESSEE INITIALS

19. ASSIGNMENT: This CONTRACT shall be binding upon the parties, their successors, and heirs. LESSEE may not assign this Agreement without the prior written consent of LOYOLA. _____
LESSEE INITIALS

20. INSURANCE REQUIREMENTS: During the term of this agreement, LESSEE, at its sole expense, shall provide and maintain commercial general liability insurance insuring LESSEE and LOYOLA, as their interests shall appear, against any and all claims for loss, damage, injury, or death, or damage to property which may be made and arising out of the use of FACILITIES under this agreement. The limit of liability shall be no less than \$1,000,000 any one occurrence. Such policies shall provide that they cannot be cancelled or terminated without thirty days' prior written notice to LOYOLA. A certificate of insurance, on which LOYOLA is listed as an additional insured, shall be forwarded to the MANAGER of the FACILITY for which a RESERVATION AGREEMENT is being pursued. The certificate must list any policy exclusions. LESSEES who conduct programs involving minor children must ensure they have appropriate sexual abuse and molestation insurance coverage and that such coverage is not specifically excluded under their policies. All insurance required herein shall also contain a waiver of subrogation in favor of LOYOLA.

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Insurance Information:

Certificate of Insurance Producer: Bay Area Schools Insurance Cooperative

General Liability Insurer: USI Insurance Services National, Inc.

Policy Number: 2017MOELC Limit per occurrence: \$

Policy Period: Commences: 07/01/2017 Expires: 07/01/2018

Certificate of insurance on file: LOYOLA Agent Initials LOYOLA listed as additional insured: LOYOLA Agent Initials

Additional Insured Period: Commences: 3/22/2018 Expires: 3/27/2018

21. VALIDATION: This CONTRACT shall be valid only while insurance requirements, as detailed in paragraph 20 of this CONTRACT, are in full compliance. Any changes to the LESSEE's insurance coverage that result in insurance coverage that is less than the minimum requirements as described in paragraph 20 shall result in automatic cancellation of this CONTRACT. LESSEE INITIALS

22. Additional Costs: LESSEE may incur additional costs, including but not limited to, costs associated with police, parking, setup, etc. The number and identity of persons to be used in these capacities shall be approved by the management of the FACILITY. All event operating expenses shall be the responsibility of the LESSEE. LESSEE INITIALS

23. Ingress/Egress: All portions of the sidewalks, gates, doors roadways, vestibules, and all ways of access to public utilities and other areas of the FACILITY shall be kept unobstructed by LESSEE and shall not be used for any purpose other than ingress or egress to and from the premises by LESSEE. LESSEE INITIALS

24. Taxes: LOYOLA shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the LESSEE. LESSEE INITIALS

25. Modification: The LESSEE shall make no temporary or permanent modifications to the FACILITY without the express written permission of LOYOLA. LESSEE INITIALS

26. Alternative Dispute Resolution: The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by mediation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses. LESSEE INITIALS

27. Force Majeure: In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, LOYOLA University New Orleans may terminate this agreement by written notice following such casualty and LOYOLA University New Orleans shall not be responsible for

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any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of LOYOLA University New Orleans. _____ *LESSEE INITIALS*

28. Safety Compliance: The LESSEE shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy period. _____ *LESSEE INITIALS*

29. ACKNOWLEDGEMENT AND AUTHORITY

By signing this CONTRACT, LESSEE acknowledges that it has read and understands the terms and conditions of this CONTRACT and the rules and regulations governing use of LOYOLA's FACILITIES. LESSEE also represents and warrants that it has full power and authority to execute and deliver this CONTRACT and to perform the obligations hereunder. If someone other than the LESSEE signs this CONTRACT, the person signing for the LESSEE expressly warrants that he/she is authorized by the LESSEE to execute this CONTRACT on behalf of the LESSEE. _____ *LESSEE INITIALS*

CONTRACT commences at **12:01 AM** on _____ and expires at **12:01 AM** on _____

LEASING ORGANIZATION _____

ORGANIZATIONAL STATUS (Circle One):

COMMERCIAL

NON-PROFIT (Submit copy of IRS letter designating Non-Profit status with CONTRACT)

SIGNATURE OF LESSEE _____

PRINTED NAME OF LESSEE _____

ADDRESS _____

PHONE # _____

LOYOLA AGENT _____

E-MAIL _____

PRINTED NAME _____

DATE _____

DATE _____

FULL CONTRACT WITH ORIGINAL SIGNATURES AND INITIALS MUST BE MAILED TO:

LOYOLA UNIVERSITY NEW ORLEANS
ATTN: MR. CLINTON KEENE
6363 ST. CHARLES AVENUE
NEW ORLEANS, LA 70118