

Exhibit A

Terms and Conditions

LIABILITY INSURANCE AND INDEMNITY

- A. Client covenants and agrees to indemnify, defend and save harmless Marian University against and from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury or death to persons and/or loss of any property, which result from Clients or Client's participants' use of and access to University facilities, property and services as provided for in this agreement.
- B. Without limiting Client's obligations under Paragraph A of this Article, Client covenants and agrees that it will at all times during the term hereof, at its own expense keep in full force and effect, in companies satisfactory to the University insurance coverage, with combined single limit coverage of at least one million dollars (\$1,000,000.00) for injury or death to one or more person(s) in any single occurrence, and at least one hundred thousand dollars (\$100,000.00) for damage to or loss of property, or in such greater amounts of insurance coverage as the University may from time to time reasonably require. **For all events involving minors as participants, such coverage must specifically include sexual abuse and molestation.** All such policies of public liability and property damage insurance **shall name the University** and the Client as parties insured, and shall contain a provision that the same may not be canceled (including also cancellation for non payment of premiums) or amended without giving to the University and Client at least thirty (30) days prior notice. Each such policy or a copy thereof and a certificate showing the same to be in effect shall be delivered to the University at least thirty (30) days prior to the commencement of the term hereof.
- C. Without limiting Client's obligations under Paragraphs A and B of this Article, Client covenants and agrees that all participants are under the direct and complete supervision and control of Client. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to Client. The University retains the right to require Client or any of its participants to leave the University premises if the University determines that circumstances require it. The University assumes no responsibility of for loss or theft of personal property, or damage to personal property of Client or any of its participants. The University assumes no liability whatsoever for any property placed by Client in University buildings or on University properties. "Term" as used in this agreement means the time period during which Client or participants shall have use of or access to University facilities and service.

ADDITIONS OR DELETIONS

Use of any additional facilities and/or services not specified in this agreement is subject to additional charges or fees. These charges/fees will be included in the balance due in the bill presented to Client by the University pursuant to the Rental Agreement. Otherwise, any additions to and/or deletions from this Agreement must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same individual.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of Indiana. The University is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or University programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.

TYPES OF USE

Any individual, group, organization or corporation is eligible to apply for use of Marian University Theatre with the understanding that the facility and grounds may not be used for any purpose that interferes with Marian University's mission or is deemed unlawful, and all plans must be discussed and/or submitted to the Director of Marian University Theatre. Further, the facility will not be made available to any organization that practices or advocates discrimination based on race, color, religion, gender, disability or national origin.

CONDITIONS

A. Marian University hereby agrees to permit the named individual, group, organization or corporation, referred to as the Client, to use its facility, the Marian University Theatre, located at 3200 Cold Spring Road, Indianapolis, Indiana, for the sole purpose as outlined of said area(s), equipment and services and for no other purposes. The Client's right to use the premises may not be assigned in any way to any other individual, group, organization or corporation.

B. All Clients entering into an agreement to use the Marian University Theatre facilities do so with the understanding that all exhibits, displays, signage, color schemes, etc. within any area of the facility can be changed without notice to the Client.

PERMITS

Any party using the Marian University Theatre facility or grounds shall be responsible for obtaining and paying for any special licenses, fees or permits required. Copy of performing rights licenses of copyrighted material shall be filed with Marian University Theatre at least 30 days prior to the event.

DEPOSIT AND PAYMENT

The Client shall pay Marian University a non-refundable confirmation payment of 30% of the total rental cost to confirm the initial reservation and submit together with the signed contract. Balance is due 30 days prior to the event.

BOX OFFICE

Client shall be responsible for administering all ticketing functions for event.

CATERING/BAR SERVICE

Classic Fare Catering/Aramark is the preferred caterer for all events at the Marian University Theatre. Client must contact Classic Fare Catering/Aramark (317) 955-6342 to obtain contract for food services for their event.

Marian University is the sole provider for alcoholic beverages (bar service) at Marian University.

Client must obtain contract for bar service and bartenders for their event at the Marian University Theatre – all else is prohibited at Marian University.

UNIVERSITY REGULATIONS

1. Alcohol

No alcohol is allowed in facilities owned or operated by the University at any time without express written permission by an officer of the university in advance. Please contact the Marian University Theatre office at (317) 955-6236 to find out more about these options. Any person who violates the University's alcohol policy or laws regarding the use of alcoholic beverages may be subject to being barred from University facilities. Any alcohol may be confiscated by the University and anyone who violates these regulations may be subject to other penalties including any requirements the University may have to report such violations to the appropriate authorities.

2. Destruction of Property

Guests are obligated to report to the university staff any destruction they witness or in which they are involved. Damage and destructions costs will be recovered through the security deposit and additional billing to the Client as needed. Excessive damage to a any University facilities or property may result in termination of this Agreement. Guests are responsible for all damages.

3. Compliance with Staff

Guests are required to follow all reasonable directions issued by authorized representatives of the Marian University Theatre or other University officials. Non compliance will result in immediate cancellation of this Agreement.

4. Fire

Tampering with fire equipment including the fire extinguisher, exit signs, smoke detectors, fire alarms, and fire doors is a serious violation of law and University regulations. The Client will be charged \$200 minimum for any such incident. Any person in the group found responsible for the pulling of a fire alarm can expect to be removed from University facilities immediately and may be subject to additional civil or criminal liability. Unauthorized use of fire extinguishers will result in an automatic fine of \$50 charged to the Client and possible disciplinary action for the individual. Tampering with fire alarms, smoke detectors and fire extinguishers may also constitute criminal liability.

5. Fireworks

Fireworks, cherry bombs, smoke bombs, and other similar devices are strictly prohibited in all University facilities.

6. Equipment/Furniture Removal

Guests may not remove equipment or furniture from University facilities. Client will be billed for the replacement value for equipment or furniture not present at the end of the event.

7. Gambling

Gambling is not permitted on any property owned or operated by the University.

8. Illegal Drugs

The use, possession, or sale of dangerous illegal drugs or controlled substances (as defined under applicable federal and local law) is strictly prohibited. Violations of this regulation will result in the immediate cancellation of this Agreement and may be referred to the IPD (Indianapolis Police Department).

9. Weapons

Weapons of any kind or instruments used in a dangerous fashion are not permitted on University property.

10. Reporting Incidences

Guests and staff are mutually responsible for reporting and documenting incidences that occur in and around University property. If you are aware of an incident, guests should contact the Campus Police Office at (317) 955-6789.

11. Smoking and Tobacco Use

Smoking and the use of tobacco is prohibited on all properties owned or operated by the University. A copy of the Marian University Tobacco Use Policy is available in the Marian University Theatre office.

12. Violent Behavior

Behavior of a violent nature will not be tolerated at University facilities. Guests who commit acts of a violent nature including, but not limited to fighting, physical and verbal threats and vandalism may be immediately removed from the property or facility.

15. Insurance

The University is not responsible for thefts or destruction of guests' personal property.

16. Solicitors and Canvassers

Solicitation is prohibited on property owned or operated by the University. Violators should be reported to the Campus Police Office.

17. Access to University Property

Client may access only the University properties and facilities specified in the Rental Agreement and common areas and right of ways. Access to properties or facilities not so specified is prohibited.

18. Multiple Groups

Please realize your group may be sharing the facilities or properties with other groups who have contracted to use Marian University facilities or properties. We ask that all groups are courteous of other groups and our students during their time here.

19. Safety/Security

Marian University Campus Police is located on the 1st floor of Ruth Lilly Student Center and available 24 hours a day / 7 days a week at **(317) 955-6789**.

UNIVERSITY RIGHTS

The University may exercise the following rights:

1. To enter any building for the purpose of inspection, repair, or emergency.
2. To revoke the privileges of anyone using University property or facilities whose conduct, in the absolute and sole discretion of the University is or may become injurious or potentially injurious to the health, welfare, safety of any person in the University community.
3. The University also may exercise all other rights identified in this Agreement.

USE OF THE UNIVERSITY NAME

Client may not use the name Marian University in any advertisement material, brochure, mailer, or any similar item in a manner that infers that the University is a sponsor/co-sponsor or in any way affiliated with the user group without the express written permission of the University. The University's name may only be used for reference of event location unless written approval has been granted by the University.

CURTAILMENT

In the event that and University building, property or facility is destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement impractical or impossible, Client hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.

ASSIGNMENT PROHIBITED

The Client may not assign this Agreement without the prior written consent of an authorized University official.

TIME LIMIT

This Agreement is not binding until countersigned by Marian University. The University will honor its terms, the rates for charges and the availability of facilities and services for fourteen (14) days from the date of mailing of this agreement to its receipt back signed by Client. After that it will be subject to change and availability.

ACCOMMODATION (ADA COMPLIANCE)

It is the responsibility of the University to exercise reasonable effort in assuring that facilities are accessible to people with disabilities in a manner consistent with the guidelines of the ADA, provided that Client reports to University any special needs that may exist. Client is responsible to ensure that program activities covered under the agreement are consistent with ADA. This includes, if necessary, the provision of auxiliary services such as sign language interpreters. Please note that not all Marian University facilities are accessible to people with disabilities.