

ADDENDUM

To

USI FACILITY RENTAL PROCEDURE AND AGREEMENT

Contract #

This Addendum is entered into by and between the Indiana Department of Transportation ("INDOT" or the "State") and the entity designated as the "Contractor" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: University of Southern Indiana ("Contractor")

Contractor Address: 8600 University Boulevard Evansville, Indiana, 47712

Title of Form Contract: USI Facility Rental Procedure and Agreement

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:
 - A. Any provision requiring the State of Indiana to provide insurance
 - B. Any provision requiring the State of Indiana to provide indemnity
 - C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
 - D. Any provision providing that suit be brought in any state other than Indiana
 - E. Any provision providing for resolution of contract disputes
 - F. Any provision requiring the State of Indiana to pay any taxes
 - G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
 - H. Any provision modifying the applicable Indiana statute of limitations
 - I. Any provision relating to the time within which a claim must be made.
 - J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20

- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.
 - L. Any provision requiring payment in less than 35 days
 - M. Any provision providing for automatic renewal
 - N. Any provision giving the Form Contract precedence over this Addendum
 - O. Any provision providing for the sale or service of alcohol
2. **Form Contract/Duties of Contractor.** The Contractor shall provide the Services or Products described in the Form Contract and as shown in **Exhibit A**, attached and incorporated herein.
3. **Term.** This Contract shall be effective from April 15, 2026, through May 31, 2026.
4. **Consideration.** The Parties agree to the mutual undertakings outlined in Exhibit A.
5. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.
6. **Compliance with Laws.**
- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
 - B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
 - C. [OMITTED – NOT APPLICABLE.]
 - D. [OMITTED – NOT APPLICABLE.]

E. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Agreement.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

A. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- i. IC § 24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC § 24-5-12 [Telephone Solicitations]; or
- iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

B. the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

B. will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

I. [OMITTED – NOT APPLICABLE.]

7. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

8. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an

employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
 - B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
 - E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.
- 9. Employment Eligibility Verification.** As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:
- A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.
- C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

10. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

11. Funding Cancellation.

- A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.
- B. If the funds specified in this Agreement for paying the Contractor come solely from sources other than State funds and the State Budget Agency or INDOT Commissioner makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.
- C. The Contractor shall be compensated for completed supplies properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for supplies delivered or Services performed after the effective date of cancellation. The Contractor and the State shall agree on the amount of payment for such supplies delivered and

accepted. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the Agreement and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

12. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

13. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

14. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

15. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

B. The Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an

employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

16. Notice to Parties.

- A.** Whenever any notice, statement, request, consent or other communication is required under this Agreement (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

i. Notices to the State shall be sent to:

Christopher Gentry
Technical Services Director
3650 S Old US Highway 41,
Vincennes, IN 47591
cgentry@indot.in.gov
812-798-700

With copy to:
Chief Legal Council
Indiana Department of Transportation
100 North Senate Ave., Rom N758
Indianapolis, IN 46204

ii. Notices to the Contractor shall be sent to:

Megan L. Doyle
Associate Director Special Events & Scheduling
8600 University Boulevard
Evansville, IN 47712
812-464-1745
megan.doyle@usi.edu

- iii.** Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

- B.** As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana State Comptroller

17. Payments.

- A.** All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.
- B.** If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

18. Penalties/Interest/Attorney's Fees. The State does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

19. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

20. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

21. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

Non-Collusion and Acceptance

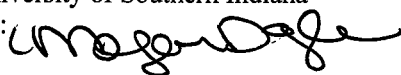
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

University of Southern Indiana

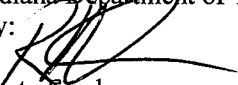
By: 

Megan Doyle

Title: Associate Director of Special
Events & Scheduling

Date: 4/15/2020

Indiana Department of Transportation

By: 

Rusty Fowler

Title: Deputy District Commissioner

Date: 4/15/2020



Special Events & Scheduling
University of Southern Indiana
8600 University Boulevard
Evansville IN 47712
812-464-1930

USI FACILITY RENTAL PROCEDURE AND AGREEMENT

Affiliation	Reservation:	200813
DAVID REAMER INDIANA DEPARTMENT OF TRANSPORTATION ATTN: DAVID REAMER 3650 SOUTH U.S. HIGHWAY 41 VINCENNES, IN 47591	Event Name: Status: Fund Org Number: PO Number: Event Coordinator:	INDOT Meeting Confirmed 35020-02120 EXEMPT 87951 Megan Doyle

Bookings / Details	Quantity	Price	Amount
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Wednesday, April 15, 2026

8:00 AM - 11:00 AM (CT) INDOT Meeting (Confirmed) GRIFFIN CENTER GREAT HALL*

Reserved: 7:00 AM - 12:00 PM (CT)

Theater for 125

Room Charge:	1	\$1,500.00	\$1,500.00
Less 100% Discount			-\$1,500.00

WAIVED, ONGOING CO-SPONSORSHIP BY USI FACILITY OPERATIONS AND PLANNING

Agenda:

- 8:00 AM Room ready/event attendant arrives
- 8:30 AM Catering set time
- 8:45 AM - 9:00 AM Networking/Registration
- 9:00 AM - 9:30 AM Opening/Introductions/Statewide Perspective
- 9:30 AM - 10:00 AM Young Professionals Program Update
- 10:00 AM - 12:00 PM Breakout Rotations
- 11:00 AM - 11:30 AM Networking/Snack Break
- 12:00 PM - 12:15 PM Breakout Summaries
- 12:15 PM - 12:30 PM Wrap-up/Adjourn

Event Supplies:

**SEE DIAGRAM	1		
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AV Supplies:

PODIUM MIC	1		
INSTRUCTOR PC - GRIFFIN CENTER	1		

Additional Personnel Charges:

Event Attendant(4 hours @ \$10.00/hr)	1	\$40.00	\$40.00
Less 100% Discount			-\$40.00

ARRIVE BY 7AM

8:00 AM - 11:00 AM (CT) INDOT Meeting (Confirmed) GRIFFIN CENTER MEETING ROOM*

Reserved: 7:00 AM - 12:00 PM (CT)

Theater for 125

Room Charge:	1	\$500.00	\$500.00
Less 100% Discount			-\$500.00

WAIVED, ONGOING CO-SPONSORSHIP BY USI FACILITY OPERATIONS AND PLANNING

Agenda:

- 8:00 AM Room ready/event attendant arrives
- 8:30 AM Catering set time

Special Events & Scheduling

Reservation:

200813

Confirmed

Bookings / Details

Quantity

Price

Amount

8:45 AM - 9:00 AM Networking/Registration
 9:00 AM - 9:30 AM Opening/Introductions/Statewide Perspective
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Event Supplies:

**SEE DIAGRAM

1

AV Supplies:

PODIUM MIC

1

INSTRUCTOR PC - GRIFFIN CENTER

1

Additional Personnel Charges	\$0.00
AV Supplies	\$0.00
Event Supplies	\$0.00
Room Charge	\$0.00
Estimated Subtotal	\$0.00
Event Services Fee (15%)	
Event Sales Tax (7%)	
Estimated Total	\$0.00

*Event Services Fee (15%) applied to total charges on final invoice.

*Indiana sales tax (7%), Innkeeper's Tax (8%) and Vanderburgh County food & beverage tax (1%) will be charged, as applicable, on the final invoice. See Financial Considerations for tax exempt organizations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows: Client hereby agrees to lease and/or use the facilities/equipment/services from USI on the date and times, for the activities and purposes, for the rental and other payments, incorporated in this document, subject to terms and conditions set forth herein.

Client agrees they have been provided the opportunity to inspect the premises and facilities and accepts them in their present condition and shall not alter or change the facilities without written approval of USI, and at the termination of the use, the premises shall be returned in the same condition as received by the Client.

Client understands other activities may be conducted on the USI campus by USI or other Clients during the date and time stated in the agreement. However, USI agrees it shall use its best efforts to schedule such activities so as not to unreasonably interfere with Client's activities.

INSURANCE

1. Client shall provide a certificate of insurance for the coverages listed in the paragraphs below no less than ten days before the first date listed within the Reservation Information appearing on the Facility Rental Procedure and Agreement.

A. The certificate shall be an original; fax and photocopies are not acceptable. Originals via email are acceptable.

B. The certificate shall be issued to the UNIVERSITY OF SOUTHERN INDIANA (USI).

C. USI shall appear as an additional insured on all policies of insurance except for the insurance required in paragraph 1. G. 3.

D. The certificate of insurance shall also indicate that there is no applicable cross suits liability exclusion.

E. Client and its insurers agree to waive their right of subrogation against USI for any general liability, auto liability, and/or workers compensation claims made against Client's policies.

F. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.

G. Limits of Insurance -

Bookings / Details

Quantity

Price

Amount

1) Client shall provide evidence of General Liability insurance or Tenants Users Liability Insurance (TULIP) of an amount of not less than \$1 million per occurrence. If the use of facilities includes athletic participation activities by the client, the General Liability limit shall be no less than \$2 million per occurrence / \$3 million aggregate which shall not contain an athletics activities exclusion. If USI's pool is used, the General Liability per occurrence limit shall be \$5 million with no athletics activities exclusion. Tenants Users Liability Insurance can be accessed via <https://tulip.ajgrms.com/>.

2) If Client is arriving on campus via any vehicle other than Client's personal vehicle, then Client shall provide evidence of Owned, Non-owned, and Hired Auto Liability insurance of an amount of not less than \$1 million per occurrence.

3) Any Client with Client's employees on campus shall provide evidence of statutory Workers Compensation insurance and \$500,000 of Employers Liability insurance.

4) Any Client with minors on campus shall provide evidence of Sexual Abuse/Molestation Liability insurance of an amount of not less than \$2 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable.

5) Any Client providing health/medical services on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$2 million per occurrence / \$2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

6) Client serving alcohol, per current USI alcohol policy, must provide Host Liquor liability of \$1 million per occurrence.

7) Client shall require all third party vendors that provide any type of service (caterer, beer and wine, bartending, disc jockey, band, limo service, etc.) while utilizing USI's facilities to provide to Client and USI a certificate of

insurance with the following limits and conditions and naming USI as additional insured.

A) Entertainers and Performers:

*Commercial General Liability (CGL) \$1 million per occurrence

*Auto Liability: Private passenger vehicle parking on campus in the amount of \$100,000 per person/\$300,000 per occurrence.

*Worker's Compensation coverage consists of Statutory Benefits and \$1 million Employer's Liability applicable in Indiana.

B) Food Caterers:

*Commercial General Liability (CGL) \$2 million per occurrence;

*Auto Liability: \$1 million per occurrence/Combined Single Limit;

*Products Liability: \$5,000 per guest with minimum of \$2 million per occurrence;

*Liquor Liability: \$2 million per occurrence, \$5 million aggregate (when alcohol is served or sold);

*Worker's Compensation coverage consists of Statutory Benefits and \$1 million Employer's Liability applicable in Indiana and \$1 million Occupational Disease.

C) Limo Services:

*Auto Liability: \$1 million per occurrence/Combined Single Limit for any autos owned, leased, non-owned and hired vehicles.

FINANCIAL CONSIDERATIONS

In the event the Client violates any of the terms of this agreement, Client shall be required to vacate the premises, and USI shall retain all sums received prior to such termination. Early termination of this agreement shall not relieve Client of any and all liabilities prior to Client vacating the premises. Cost for use of space will be specifically outlined and agreed to by both parties. Extra charges may be assessed for services requested by Client outside the scope of this initial agreement.

Tax Exempt: Please note, if your organization is exempt from Indiana State Sales Tax, an Indiana Dept. of Revenue General Sales Tax Exemption Certificate, ST-105, is required with this signed contract.

Deposits: Client shall pay USI a non-refundable sum of 100% of the room rental rate (including tax) to confirm all weddings, wedding receptions, and all other reservations required by Special Events and Scheduling to provide a deposit (deposit information is outlined on page 1). Credit/Debit card payments may be made in person at the USI Bursar's office located in the lower level of the Orr Center. Checks are to be made payable to University of Southern Indiana and may be mailed to: University of Southern Indiana, USI Cashier's Office, 8600 University Boulevard, Evansville, IN 47712

Estimate: In accordance with this agreement, a line-item breakdown of the anticipated charges will be detailed in the Event Estimate provided by the event planner prior to the event.

Invoicing:

USI shall invoice Client for the total charges within 60 days upon completion of the event. All invoices are due and

Bookings / Details**Quantity****Price****Amount**

payable upon receipt. Credit/Debit card payments may be made in person at the USI Bursar's office located in the lower level of the Orr Center. Invoices may also be paid online by visiting the Bursar's page on the USI website. Checks are to be made payable to University of Southern Indiana and may be mailed to: University of Southern Indiana, USI Cashier's Office, 8600 University Boulevard, Evansville, IN 47712. Clients with unpaid invoices will not be allowed to schedule space on campus until all unpaid invoices from Special Events and Scheduling are paid in full.

DESIGNATED EVENT LIAISON

The Client shall appoint one person as the designated liaison to USI. This individual will serve as the singular point of contact with event planner from USI. Arrangements for any audio-visual or other equipment, special set-up, and catering must be confirmed, according to the timeline below, prior to the event. Some special requests may require additional fees and additional time to arrange. The Client's designated event liaison is responsible for communicating event needs in a timely fashion to USI's event planners.

Event Timeline: The timeline below outlines due dates for specific event-related information. The following requests must be submitted to the USI event planner.

- 14 days prior to event: Security services requests
- 14 days prior to event: All catering orders
- 5 business days prior to event: Audio/visual requests
- 7 days prior to event: Guaranteed guest count
- 3 business days prior to event: Parking requests

FOOD SERVICE

Client agrees that any food and beverage service on campus shall be supplied only through approved USI food and beverage service vendor(s). Food and beverages may not be sold or distributed (includes distributing food/beverages free of charge) in campus facilities without prior written approval from USI. Arrangements for meals should be made directly with your assigned event planner at USI.

USI Dining includes delivery, linen-draped service tables, setup, and cleanup for all events held within the University Center. Additional charges apply for linens on guest tables, attendants (\$25/hour; one hour minimum), and deliveries made outside of the University Center. Due to health regulation, it is the policy of USI Dining that excess food items from the events cannot be removed from the event site.

CANCELLATION AND RESCHEDULING POLICY

Special Events and Scheduling requires all cancellations to be received 7 days prior to the event. All charges incurred up until the time of cancellation will be invoiced. All deposits received prior to the cancellation will not be returned. If the event has food catered through USI Dining, the cancellation must be received 7 days prior to the event, or the event will be charged the full price of food.

If you would like to reschedule your event, notice of rescheduling must be made no later than 7 days prior to the event. A new rescheduled date must be chosen at the time of notification. All deposits received prior to the rescheduling will be carried forward to the new event date. Events cannot be rescheduled more than two times. After the second rescheduling of the event, all prior event deposits will be forfeited, and new deposits will be required.

When USI Cancels Your Reservation(s)

USI reserves the right to cancel a reservation due to the following reasons:

- * The certificate of insurance has not been received
- * The contract has not been signed and returned
- * Reservations may be released per the request of the Vice-Presidents, the President, or Public Safety
- * Force Majeure

If the University of Southern Indiana is required to cancel your reservation(s) for one of these reasons, you will be informed and given time to reschedule your event.

DECORATIONS/PROHIBITED MATERIALS

- * Items may not be affixed to ceilings, doors, columns, staging, overhead pipes, sprinkler heads, light fixtures, audio visual equipment, or emergency exit signs. Exit signs must remain visible at all times.
- * No items may be attached by any method to stone or wood surfaces. The use of cellophane tape, glue, staples, thumbtacks, or adhesive materials is not permitted on any surfaces; painter's tape may only be used on painted surfaces or air walls. No pins may be used on any surface throughout the facility.
- * Only vinyl tape (available from Special Events and Scheduling Services) is approved for use on carpeted flooring.
- * Outdoor signs must be posted by Special Events and Scheduling Services. Arrangements for indoor or outdoor signs

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can be made with the event planner.

* The use of helium balloons, loose glitter, feathers, confetti, rice, birdseed, straw, and/or other small particle materials are not permitted. Floating lanterns are not permitted on campus. For wedding ceremonies, it is acceptable to throw live or dried flower petals (no silk), release butterflies, blow bubbles, or ring bells.

* Decorations, displays, or exhibits that require flame or water/liquids are not permitted; this includes chocolate fountains, champagne fountains, etc.

* Decorations must be removed immediately following the event. Failure to do so will result in disposal of all items left behind and the Client may be charged for labor required to dispose of such items.

* Client will be responsible for charges related to the repair, replacements, and/or cleaning of damages to the facility and/or equipment.

* Only OSHA approved ladders provided by USI may be used. Standing on furniture will not be permitted. Areas unreachable from OSHA approved ladders are not approved for decorating.

* The assigned event planner will assist Client with designing room set-up arrangements. To comply with fire code and ADA guidelines, it is required to maintain a clear area around doorways (equal to the width of the doorway), halls and stairs; fire safety equipment must remain unobstructed.

* Painting is not permitted unless approved prior to the event by Special Events and Scheduling.

MUSIC/SOUND

Special Events and Scheduling Services reserves the right to ask that music/sound be turned down or turned off at any time during an event.

DAMAGES

Client agrees that all attendees are under the direct and complete supervision of the Client. As such, the Client is liable, and shall reimburse USI for all damages, resulting from the participant use of the facilities and services provided by USI.

LOSS OF PERSONAL PROPERTY

USI shall not be responsible for or assume liability for the loss or damage of personal property.

USI REGULATIONS

Client and attendees shall comply with all policies, procedures, and/or laws prescribed by USI for use of facilities, equipment, and services of USI and with all applicable governmental rules, laws, ordinances, and regulations. Failure to comply with these regulations may result in forfeiture of using USI facilities, equipment, and services and termination of this agreement. Violations may also be referred to the appropriate law enforcement or environmental safety authorities. USI regulations applicable on USI-owned or leased property include, but are not limited to, the following policies as found in the USI Handbook: <https://handbook.usi.edu/>

- * Child Protection Policy
- * Tobacco-Free Policy
- * Firearms/Weapons Restriction on Campus
- * Drone (Unmanned Aircraft) Policy
- * Alcohol
- * Animals on USI Property
- * Sexual Harassment Policy
- * Equal Opportunity and Non-Discrimination Policy

Reservations for space by external groups or individuals will not be accepted for profit-making activities or for other activities, which do not properly fall within the mission and purpose of USI. Likewise, reservations will not be accepted for purposes deemed to be in competition with USI programs. Clients who misrepresent an event or affiliation to avoid compliance with these policies or with the general policies of USI may have reservation privileges suspended and/or additional charges incurred.

Facilities occupied by Client shall, at all times, be under control of USI and designated personnel. USI shall have right to enter said facilities on official USI matters at any time when deemed necessary.

EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICY

It is the policy of the University of Southern Indiana to at all times prohibit all forms of unlawful discrimination on the basis of race, color, religion, sex, pregnancy or marital status, national origin, age (any age as it relates to University programs and services, age 40 or older as it relates to employment), disability, genetic information, sexual orientation, gender identity, veteran status or any other category protected by law or identified by the University as a protected class. Questions or concerns should be directed to the Affirmative Action Officer and Title IX Coordinator, University of

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Southern Indiana, 8600 University Boulevard, Evansville, Indiana 47712-3596 (Telephone: 812-464-1703). Office hours are 8am to 4:30pm Monday-Friday.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The University of Southern Indiana represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (hereinafter "ADA"). The facilities and services are appropriately accessible to persons with disabilities. The Client agrees to comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by any employees and attendees of the event. The Client shall be solely responsible for the cost of any such auxiliary aids and services.

NO IMPLIED WARRANTIES; LIMITATION ON LIABILITY

Except as expressly set forth in this Agreement, USI makes no representations, express or implied, regarding the services provided hereunder, and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything contained in this agreement, in no event will USI be liable to Client for any incidental, treble, punitive, consequential, special, exemplary, or other indirect damages, or for lost profits, lost revenues, or loss of business arising directly or indirectly out of a breach of any representation, warranty, or covenant contained in this agreement, or otherwise arising directly or indirectly out of or related to the services provided by USI hereunder, regardless of the cause of action, even if USI has been advised of the likelihood of such damages. USI's aggregate liability for any claim arising under or in connection with this agreement or the services provided hereunder will not in any event exceed the amount paid to USI for the facilities, equipment and services provided by USI hereunder.

INDEMNIFICATION

The parties agree as follows:

A. INDEMNIFICATION OF USI. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS USI AND ITS OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, CONTROVERSIES, LIABILITIES, FINES, REGULATORY ACTIONS, LOSSES, COSTS, AND/OR EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS EXPENSES, AND LITIGATION EXPENSES) (HEREINAFTER COLLECTIVELY, "CLAIMS"), ARISING FROM OR IN CONNECTION WITH (I) ANY ACT OR OMISSION OF CLIENT OR ANY OF CLIENT'S REPRESENTATIVES, EMPLOYEES, AGENTS, FACULTY, OR STUDENTS; (II) ANY VIOLATION BY CLIENT OF THE TERMS OF THIS AGREEMENT; (III) ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY CLIENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND/OR (IV) ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER CLAIMS OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO, REPRESENTATIVE, EMPLOYEE, AGENT, FACULTY OR STUDENT OF CLIENT.

FORCE MAJEURE

Any delay or failure of either party to perform its obligations hereunder (other than an obligation for the payment of money) shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including but not limited to: acts of God, governmental regulation or order (whether valid or invalid), recognized health threats (as determined by the World Health Organization, the Centers for Disease Control, or local government authority) (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, inability to obtain necessary material or equipment, loss of power, court injunction or order, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, conditions, or similar ones prevent, dissuade, or unreasonably delay event attendees from appearing at the event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of the Agreement. In case performance of any terms or provisions hereof shall be delayed or prevented because of an Event of Force Majeure, the effected party may, at its option, suspend performance during the period such cause may continue, and no liability shall attach against either party on account thereof. Any party suffering an Event of Force Majeure shall diligently attempt to remove such cause or causes with reasonable dispatch. As soon as an Event of Force Majeure is remedied, the parties' respective rights, obligations and performance as set forth in this Agreement shall be immediately reinstated. In order for all monies to be refunded and no additional charges to be incurred, USI requires written notice of an Event of Force Majeure at least 14 days prior to the event. If USI is notified of event cancellation or postponement due to Force Majeure within 14 days of the event, Client may be charged for services already rendered and rental costs.

WAIVERS

No waiver by any party of, or consent by such party to, a variation from, or breach of, or default under any provision of

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this Agreement shall be effective unless made in a written instrument duly executed on behalf of such party by its duly authorized officer or such individual (as the case may be), and any such waiver or consent shall be limited solely to those rights or conditions expressly so waived or consented to. No failure or delay on the part of any party in exercising any power, right or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof, or the exercise of any other right or power under this Agreement. No other actions taken by any party, including, without limitation, any investigation by or on behalf of such party, and no failure to take action, shall be deemed to constitute a waiver or an extension by such party of compliance with any representation, warranty, condition, or agreement set forth in this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

USI and Client acknowledge and agree that their relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship, or franchise between them, and USI is an independent contractor with respect to the facilities, equipment, and services provided hereunder. Client shall not be deemed to be the employer of USI's employees, agents or faculty. USI's name shall not be used to suggest endorsement of any activity without prior written approval of USI.

DISPUTE RESOLUTION

Any and all disputes, complaints, controversies, claims, and grievances arising under, out of, in connection with, or in any manner related to this Agreement or the relationship of parties hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules"). The obligation to arbitrate shall extend to any affiliate, subsidiary, officer, employee, shareholder, principal, agent, trustee in bankruptcy, or guarantor of a party making or defending any claim hereunder. Any decision and award of the arbitrator shall be final, binding and conclusive upon all of the parties hereto and said decision and award may be entered as a final judgment in any court of competent jurisdiction. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Evansville, Indiana, before one (1) arbitrator who shall be an attorney who has substantial experience in commercial law issues. However, neither party shall institute an arbitration, or any other proceeding to resolve such disputes between the parties before the parties shall attempt to resolve disputes through mediation conducted in Evansville, Indiana. If the parties do not agree on a mediator within ten (10) days, either party may request the American Arbitration Association ("AAA") to appoint a mediator who shall be an attorney who has substantial experience in commercial law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through arbitration as provided above. The fees and expenses of the mediator shall be split and paid equally by each of the parties. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving two (2) or more parties. Either party may apply to the Superior or Circuit Courts of Vanderburgh County, Indiana for injunctive relief or other interim measures as provided for elsewhere in this Agreement, in aid of the arbitration proceedings, or to enforce the arbitration award, but not otherwise. Any such application to a court shall not be deemed incompatible or a waiver of this provision. The arbitrator shall be required to make written findings of fact and conclusions of law to support its award. Except as may be required by law, neither a party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. By execution of this Agreement, the parties consent to the jurisdiction of the AAA and waive any objection which either party may have to any proceeding so commenced based upon improper venue or forum non conveniens.

INTERPRETATION

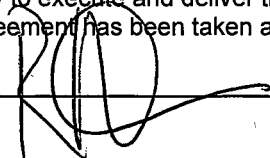
This Agreement shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties; provided, however, neither party shall, without the written consent of the other party, assign or dispose of any rights hereunder, or subcontract or otherwise delegate any obligations under this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The parties acknowledge that each party and their respective agents have participated in the preparation hereof. The parties hereto agree that a court or other tribunal interpreting or construing this Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the agreement. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmissions or e-mail transmissions in portable document format (PDF) of a signed counterpart of this Agreement shall be considered for all purposes to constitute the delivery of a properly executed original of this Agreement. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. As used in this Agreement,

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the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. This instrument is the final agreement, contains the entire, complete and exclusive agreement between the parties and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties, with respect to the subject matter hereof. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT, MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED, OR WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

AUTHORIZATION

The undersigned person, executing this Agreement on behalf of USI or Client, as applicable, represents, warrants, and certifies that he/she is the duly appointed officer or agent of USI or Client, as applicable, and has full power and authority to execute and deliver the same, and that all necessary action for the execution, delivery, and performance of this Agreement has been taken and done.

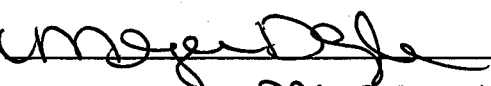
BY:  "CLIENT"

PRINTED NAME & TITLE:

Russell Fowler

DATE:

4/15/20

BY:  "USI"

PRINTED NAME & TITLE:

MEGAN DOYLE
ASSOCIATE DIRECTOR OF SPECIAL EVENTS

DATE:

4/15/2020

