

## Venue Agreement

This Agreement is made between **The Massachusetts Institute of Technology, on behalf of the 2017 Cambridge Science Festival** ("MIT") and \_\_\_\_\_ (herein known as "Host") on \_\_\_\_\_. Host has agreed to make space available for the performance of an activity or event as part of the 2017 Cambridge Science Festival (the "Festival"). If Host is also providing the activity or event to be held in the space, it has separately executed a "Participant Agreement" with MIT. **Performance details are as follows:**

Name of Event(s):

Venue:

Date(s) and Time(s) of Event:

[Time Venue will be open for set-up:]

### 1. Venue

Host agrees to make the Venue available for the purpose of presenting the Event to the public as part of the Festival at no cost to MIT or the Festival, except only a may be agreed pursuant to Section 3 below. The Venue shall be provided in a safe, clean condition appropriate for the Event.

### 2. Operating the Venue

Host shall provide the necessary number of employees or volunteers, and in any case at least one, to operate the Venue for the purpose of the Event, [from assembly through clean-up]. The parties may agree that the Festival will provide one or more volunteers to assist Host's employees or volunteers in operating the Venue for the Event. Operating the Venue shall include, as appropriate, but not be limited to, [opening the venue, providing sound and lighting as needed, maintaining an orderly atmosphere before, during and after the Event, managing the movement, seating and exiting of attendees at the Event, and clean-up.]

### 3. Payment of Staff

Host shall be entitled, if it requests and MIT approves as provided in this section 3, to reimbursement for the actual cost of providing staff to operate the Venue for the Event.

### 4. Public Event

The Event shall be open to the public. The only criteria for admission to the event shall be sufficient space, orderly conduct, and a ticket if required by the Festival.

### 5. Sponsorship; Solicitation

(a) Host will not obtain or accept any compensation, sponsorship or promotional consideration in conjunction with the Festival or the Event without the prior written consent of MIT.

(b) Host shall not request donations to support itself or any cause from members of the audience during the Event without prior written consent of MIT.

### 6. Sales

Host shall not sell merchandise of any kind, including cassettes, CDs, videos, t-shirts etc., during the Event without prior written consent of MIT.

### 7. Recording

Host agrees that it will not conduct or allow commercial sound recording, photography and/or filming of the Event, and acknowledges and agrees that MIT may conduct or allow such recording after receiving consent of the presenters of the Event.

### 8. Relationship of Parties; Incurring of Liability

The parties are independent contractors, are each solely responsible for their own actions and have no relationship to each other as partners, joint venturers, employees or agents. Host shall not employ any person, purchase or rent supplies and/or equipment, contract for services or incur any obligation, indebtedness or liability of any kind or nature on behalf or in the name MIT or the Festival.

### 9. Prohibition Against Assignment

Host shall not assign, subcontract, or in any way transfer any interest in this Agreement to a third-party without the prior written consent of MIT.

### 10. Liability

(a) Host agrees to indemnify and hold harmless MIT from and against any and all claims, loss, damage, injury and liability however caused, including reasonable attorney's fees and costs of investigation, resulting from or arising out of the provision of the Venue for the Event.

(b) This express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death or property loss, and shall be except to the extent such liability, damages, loss, claims or actions are caused by the negligence or willful misconduct of MIT, its agents, employees, contractors or volunteers.

(c) This section shall not be construed to negate or abridge any other obligation by the above named entities existing at common law or under any other agreements, contracts or licenses entered into by the above named entities with respect to the Venue, the Event or the Festival.

**11. Insurance**

Host shall have in effect commercial general liability insurance coverage for the Venue of at least \$1 million per occurrence and shall add MIT as an additional insured for the Event by endorsement.

**12. Advertising**

If Host conducts any advertising, marketing or publicity for the Event or the Festival, it shall either use only materials supplied by MIT or adhere to the Use of Name guidelines related to the names and logos of the Festival and MIT available from MIT.

**13. Termination**

(a) This Agreement may be terminated forthwith in whole or in part, in writing by MIT in the event of failure by Host to fulfill its obligations or in the event of any violation by Host of any provision of this Agreement.

(b) In the event this agreement is terminated, MIT shall not be obligated to compensate or reimburse Host for any expenses incurred hereunder.

**14. Compliance with Laws**

The parties shall comply with all applicable federal, state and local laws and regulations related to the presentation of the Event at the Venue as contemplated herein.

**This Agreement contains the entire contract between the parties, and may be modified or amended only by agreement in writing executed by the parties, and not otherwise.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Host:

\_\_\_\_\_  
Print Name and Title of Authorized Person executing this Agreement

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[NAME]  
Massachusetts Institute of Technology