

BALL STATE UNIVERSITY

INDEMNITY AGREEMENT FOR OFF-CAMPUS CLIENTS

This agreement is executed between Ball State University, 2000 University Avenue, Muncie, Indiana, 47306 ("BSU"), and

(Name) (Address) (Phone)

(E-mail) Expected Attendance: _____ Will persons under 21 attend? Yes No

If Yes (persons under 21), Explain: _____

Describe Event Purpose (i.e. wedding, reception, awards dinner, etc.): _____

hereafter referred to as ("Sponsoring Party"). BSU and Sponsoring Party agree as follows:

1. That Sponsoring Party desires to use the _____ Facility at BSU (the "Facility") for an Event to be held on _____ (date). Starting time: _____ Ending Time: _____ (the "Event");
2. That Sponsoring Party, through its agents, employees, or independent contractors engaged by or associated with Sponsoring Party, is the sole organizer of the Event and has assumed full responsibility for planning, executing, and supervising the Event;
3. That Sponsoring Party, through its agents, employees, or independent contractors engaged by or associated with Sponsoring Party, has elected to have: University Catering or their designated licensed provider serve and dispense alcoholic beverages at the Event. Sponsoring Party has obtained the necessary approval for the Event according to the "Alcohol Service Sponsor Agreement," including but not limited to providing evidence that the Event is a catered Event and that each person in attendance has either been personally invited in advance or has purchased tickets in advance for the Event, except in an entertainment venue.
4. Therefore, in consideration of BSU's promise to make the Facility available to the Sponsoring Party for the Event, and other good and valuable consideration, the Sponsoring Party agrees that, in connection with the Event, should any agent or employee of the Sponsoring Party or any independent contractor engaged by or associated with the Sponsoring Party do or fail to do any act which, wholly or in part, results in or brings about any of the following:
 - a. A violation of any applicable statute, regulation, ordinance or code governing or relating to the Event;
 - b. Injury to any person or the death of any person;
 - c. Injury or damage to the property of any person, governmental entity, association, group, corporation, or institution;
 - d. Any claims by any person for damages or any lawsuit or legal administrative proceeding; **the Sponsoring Party will indemnify and hold harmless BSU** and each of its agents, servants, volunteers, employees, officers, and trustees, from any liability, costs, expenses, damages, attorney fees, or losses incurred by BSU in connection with such claims, lawsuits, judgments, legal proceedings, or any administrative proceedings brought by or on behalf of any person arising out of or relating to the Event or in connection with the enforcement of this Agreement between the Sponsoring Party and BSU. At BSU's election, BSU may pursuant to this Agreement require the Sponsoring Party to assume the defense for BSU of any such claim, lawsuit, judgment, legal or administrative proceeding; but if BSU so elects it will give the Sponsoring Party notice of BSU's election as soon as practicable after BSU's learning of the claim, lawsuit, judgment, legal or administrative proceeding.

Dated this _____ day of _____, _____.

Signature: Sponsoring Party

Signature: Risk Management

Print Name: Sponsoring Party

Signature: Business Affairs

PLEASE RETURN THE SIGNED INDEMNITY AGREEMENT TO THE UNIVERSITY RISK MANAGER. ORM@BSU.EDU, AD 103, OR FAX TO 285-1128 AT LEAST 20 DAYS BEFORE THE EVENT.