

# Pacific Lutheran University Conference Agreement

## Sample

Conference Name: **Umbrella Makers National Conference**  
Conference Organizer: **Chimney Sweep Umbrellas**  
Conference Contact: **Mary Poppins**  
Address: **132 South E**  
City/State/Zip: **Tacoma, WA 98447**  
Phone: **253.555.5555**  
Email: **spoonfulofsugar@umbrellas.com**

As the **Umbrella Makers National Conference** (Event) will be housed on the Pacific Lutheran University campus for the period of **July 1 – 7, 2010**, the following agreements have been reached. This agreement entered into this **29 January 2010**, by and between the **Chimney Sweep Umbrellas** (Client) and the University is as follows:

### **Dining:** (if applicable)

Each participant will be issued a meal card to be used in the Dining Commons only. All meals are a la carte. Purchases can be made in satellite locations and Old Main Market on an exception basis if arranged at least one (1) month in advance. Amount issued on each card is to be determined by the Client in conjunction with the information below. **There are no refunds for unused balances on meal cards.**

Special events such as banquets will be planned and conducted by mutual agreement between the Client and PLU Catering at 253.535.8501. Meal rates for special events will be negotiated at the time the event is planned.

**The Addendum – Estimate of Costs** is only and should not be used for final billing purposes. A signed copy of the Agreement must be received by the University within 90 days from the date of this Agreement or as specified below. Failure by the Client to submit timely deposit may result in a loss of conference meeting space, housing and services. At the time of scheduling the Client is also required to give an estimate of attendance.

### **90 Days Prior to Arrival**

1. The signed and initialed Agreement must be received by the Conferences Services Office by **1 April 2010** but no later than ninety (90) days prior to the first arrivals for the event.
2. An initial non-refundable deposit in the amount of **\$1,000.00** must be received on or before **1 April 2010**.
3. A secondary deposit in the amount of **\$5,000.00** must be received on or before **1 June 2010**.

### **30 Days Prior to Arrival**

1. By thirty (30) days prior to arrival, the Purchaser must provide to the University all overnight accommodations and meeting space requirements, any special services needed for disabled participants, and any other special requests such as single rooms, single gender halls, first floor rooms, etc.
2. The University requires a certificate of Insurance at least 30 days prior to arrival that meets the requirements listed under General Terms #2. (Insurance is not required from PLU organizations.)

### **Two Weeks Prior to Arrival**

1. **A guest count will be accepted no later than two weeks before the conference.** This guaranteed count should include all participants, chaperones, coaches, parents, and any other personnel who will be staying and/or dining during the conference. The final invoice will reflect meals and housing charges for the guaranteed count or the actual number of guests, whichever is greater.

### **7 Days Prior to Arrival**

1. **The Client must provide a roster of attendees, and room assignment information for the conference to the Conference Services Office no later than seven business days prior to the arrival.** This must be in the form of an Excel file.
2. Prior to check in PLU Conference Services must receive the Activity Participation and Medical Release forms for all participants. These forms must be signed by the parent or legal guardian if participants are under the age of eighteen (18). An authorized medical consent form is required before medical treatment can be administered to any minor. All decisions regarding medical treatment for any of the Client's participants are the sole responsibility of the Client and the Client's staff. The Client is responsible for obtaining this documentation from all participants.
3. Client must provide at least 3 copies of your full conference schedule no later than one week prior to first arrivals.

### **Cancellation**

1. Client may cancel this Agreement by written notice to PLU Conference Services at any time prior to 180 days before the scheduled event.
2. **The initial and secondary deposits are not refundable.**
3. If Client cancels this Agreement between 90 and 180 days prior to the scheduled event, the Client shall pay 50% of the projected charges to PLU Conference Services. Projected charges include the estimated venue fees, meals, housing, equipment and any support services. Payment will be due thirty (30) days after notification of cancellation.
4. If cancellation occurs within 90 days of the scheduled event, the Client shall pay the full amount of the projected charges to PLU Conference Services.
5. Client's failure to comply with deposit dates, planning timelines or requirements will be considered a breach of Agreement and the Agreement may be cancelled by PLU Conference Services. In this case, PLU cannot be held responsible for any costs the Client has incurred.

### **Residence Hall Check-In** (applicable only to groups with overnight stays in PLU housing facilities)

1. The Client and participants may check in on **1 July 2010**. The check in will take place from **11:00 a.m. – 1:00 p.m.**
2. One (1) week prior to check in, Client must assign someone from their staff to meet with PLU Conference Staff to insure that all issues are taken care of and everything is in place.

### **Residence Hall Check-Out** (applicable only to groups with overnight stays in PLU housing facilities)

1. The check out process will take place on **7 July 2010** from **1:00 – 3:00 p.m.**
2. Check out process works like this: camp/conference participants pack all their belongings and put them on the bed in preparation for room inspection. When they leave for their last day's activities, the PLU Conference Staff will enter their rooms beginning at 9 am and check them for cleanliness, damages, and missing/broken furniture. When the participants return to leave, they will find their room checked and ready. If they pass inspection, they will be given a gold thank you note with a key envelope. Each participant will put their room key and access card in this envelope and return it to the front desk to complete their checkout procedure. If the room does not pass inspection, they will be left with a red STOP note with instructions on what is wrong with the room and how to rectify the situation or who to see about correcting the wrong. This is a simple and very effective check out method that works quickly and efficiently.

### Group Confirmation, Billing, Charges

1. **Confirmation:** The Client will provide the Conference Services Office with an estimated number of participants at the time of scheduling. At least two (2) weeks prior to the first arrivals of the conference/camp, the Client must submit to the Conference Services Office the guaranteed number for their conference. If this does not occur, the conference group will not be guaranteed accommodations for more than the original request. In some cases, room accommodations may not be available even with two weeks' notice.
2. **Guarantees:** As stated above, the guaranteed count should include all participants, chaperones, coaches, parents, and any other personnel who will be staying and/or dining during the conference. The final invoice will reflect meals and housing charges for the guaranteed count or the actual number of guests, whichever is greater. See section titled "Two Weeks Prior to Arrival".
3. **Deposit:** Pacific Lutheran University is excited to welcome conferences to campus. Upon acceptance of this agreement, PLU requires 25% of the anticipated camp/conference charge in addition to a signed copy of this agreement. Rooms will not be held without this fee. A final bill will be issued upon completion of the camp/conference. The final balance will be due thirty (30) days after the date of invoice. If damages or other charges occur during the camp/conference the charges will be included on the final bill. All payments must be made by organizational, cashier, or certified check. Deposits are non-refundable.
4. **Damages:** The Client assumes responsibility for any and all damages incurred to PLU facilities including excessive trash, other than normal wear and tear, which are directly or proximately caused by the Client or its participants, employees, agents, families, or guests during the time covered in the use agreement. These will be the financial responsibility of the Client. The Client agrees to remove all items from the facility that were brought by the Client or their guests. In addition, the Client shall pay for loss or theft of University property caused by the Client, its officers, guests, patrons, or invitees. An inspection of the facilities for damages will be conducted after the Client and its guests have vacated the building. Cleaning charges for a facility may be applied if the facility is not cleared and cleaned adequately after the event. Cleaning charges will be assessed by PLU Conference Services to the Client at a rate of \$50 per hour per person plus any supplies or equipment rental. Outsourced cleaning services will be charged to the Client at the vendor rate with a \$100 administrative fee payable to PLU Conference Services. The Client may request a pre- and post-inspection of the facility by contacting the Manager of Conference Services. A detailed list of damages will be provided to the Client upon request.
5. **Keys:** All keys must be returned as part of the check-out process. The Client or the individual participant will be charged for lost keys. The rate is \$60.00 for each lost key. Keys not recovered from the Client within 72 hours after the close of the camp/conference will be deemed lost. In the event that a master or other special key is lost the Client shall also be responsible to PLU and its insurers for the cost to replace the master or special key and for the costs arising from changing any and all locks and cutting new keys required to be replaced due to the loss of such key.
6. **Meal Cards:** Meal cards must also be turned in as part of the check-out process. The Client will be charged for lost meal cards. The rate is \$5.00 per meal card.

### Early departures

1. All Camps/Conferences: The Client or their designee agrees to notify Conference Services or their designee immediately if a camper(s) or participant(s) is removed from a conference, camp, or event for any reason.
2. Youth Camps/Conferences: The Client or their designee further agrees to provide for direct supervision and fully accepts responsibility for the safety and welfare of the individual(s) being removed until such a time that they are released to a parent, guardian, or other appropriate arrangements have been made and communicated to the Conference Services Manager or their designee. At no time may an underage participant(s) or camper(s) be left unattended for any reason.
3. Conference Services reserves the right to ask any conference participant, counselor, or any other associated member of a camp, conference, or event to leave if found violating any of the above policies or any University policies. No refunds will be given for the time remaining for that individual's stay. These policies are in place to ensure a safe and enjoyable stay for everyone involved.

## Conference Guidelines

1. **Supervision:** Adult live-in supervision is required with any youth or school group where participants are 18 years of age or younger. These counselors will act as liaisons to the Conference Staff in the event of discipline, noise or destructive behavior. Counselors must be in the building(s) at all times when participants are in the building(s). The Client is responsible for the operation of the conference to include supervision of all participants at all times during the event. The ratio of adult counselors to youth (of the same gender) for this conference will be as follows:
  - **Participants 6 – 8 years of age:** one (1) counselor to six (6) participants
  - **Participants 9 – 14 years of age:** one (1) counselor to eight (8) participants
  - **Participants 15 – 18 years of age:** one (1) counselor to ten (10) participants
  - Counselors must also follow the rules and policies of PLU, and this includes no alcohol, smoking, drugs or firearms. If found to be violating any of these policies, staff may be asked to leave campus.
2. **Criminal Background Checks:** The Client agrees to conduct criminal background checks on all employees and volunteers who will be supervising minors prior to the event.
3. **Doors:** Exterior doors are accessed by room keys. Each conference participant will be given a room key that will gain them access to their room and their particular building. Residence halls exterior entrance doors remain locked at all times for security purposes. Doors shall not be propped open.
4. PLU is a **smoke-free campus**. Smoking is not allowed in the halls or on the grounds. Please adhere to this policy.
5. Possession and/or use of illegal **drugs** are strictly prohibited in University facilities. Participants and/or staff members will be asked to leave if they are found in possession of or under the influence of drugs.
6. **Alcohol** may not be used or possessed by anyone participating in, chaperoning, or housed with a summer camp or conference. Participants/staff who are found in possession and/or consuming alcohol will have it confiscated and may be asked to leave.
7. Possession or discharge of **firearms**, weapons, ammunition, fireworks, explosives, and highly flammable materials are not allowed within the residence halls or on any University property.
8. The **Conference Services Office** reserves the right to: 1) assign or reassign bed spaces or lodging locations to best meet operating needs; 2) consolidate housing units to address changes in participant counts and/or availability of facilities; and 3) enter rooms for repair, inspection, or emergency at any time by Residential Life staff, Facilities Management staff, Campus Safety, Tacoma Police, Pierce County Sheriff's officers and Tacoma Fire Department.
9. The Client is responsible for notifying participants of facility use policies as outlined on the PLU Conference Services website at [www.plu.edu/conferences](http://www.plu.edu/conferences).

## Indemnification

1. The Client agrees to indemnify and hold harmless the University and its directors, officers, agents, volunteers and employees against any and all claims, lawsuits, settlements, judgments, costs penalties and expenses, including actual attorneys' fees, in whole or in part resulting from, arising from, or in any way connected with the acts, errors or omissions for any damage to any property or injury, illness or death of any person occurring in, on or about the University property, or any part thereof, excluding any such loss caused directly and solely by the negligent acts or omissions of the University.
2. If the Client is subject to the Supervision guidelines under Conference Guidelines and fails to satisfy the requirements of that section, the Client agrees to indemnify and hold harmless the University and its directors, officers, agents, volunteers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including actual attorneys' fees, in whole or in part resulting from, or in any way connected with the acts, errors or omissions for any damage to property or injury, illness or death of any person occurring in, on or about the University property, or any part thereof.
3. If the Client is a governmental body, the Client agrees to indemnify the University for the full amount of any claim the University must contribute toward the settlement amount due to the amount of the claim exceeding the state statutory liability limit for government entities.
4. The provisions of the Indemnification section shall survive the termination of this Agreement with respect to any damage, injury, illness or death occurring prior to such termination of this Agreement.

### **Americans with Disabilities Act**

1. The University represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (hereinafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. The University agrees to hold harmless the Client, its officers, directors, employees and agents from and against any claims resulting from the University's failure to comply with ADA standards for access to its premises and services.
2. The Client agrees that it shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. The Client shall be solely responsible for the cost of any such auxiliary aids and services. The Client agrees to hold harmless the University and its directors, officers, agents, volunteers and employees from and against any claims resulting from the Client's failure to comply with ADA standards for access to its program and services.
3. It is the responsibility of the Client to include the following passage in all literature and registration material: "Individuals needing special assistance (ADA, allergies, etc.) should notify the Client."
4. The Client must advise the University of any and all request for special assistance at least 30 days prior to the onset of the event.

### **Non-Discrimination**

1. Both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities and all regulations promulgated hereunder. Both parties agree not to discriminate on the basis of age, race, religion, color, disability, gender, physical condition, sexual orientation or national origin.

### **General Terms**

1. The University does not provide any type of insurance for camps and conferences. The Client is responsible for providing accident and medical insurance for participants of their conference.
2. The Client agrees to provide the University with evidence of a Certificate of Liability Insurance naming the University as an additional insured no later than thirty (30) days prior to the beginning of the scheduled conference. Date(s) of coverage must be specified
  - General Liability Insurance or Tenants Users Liability Insurance (TULIP or Special Events) of an amount not less than \$1,000,000 limit per occurrence.
  - If use of the facilities includes physical activities such as sports camps the General Liability limit should be \$2,000,000 per occurrence with no athletics activities exclusion.
  - If the pool is used the General Liability limit should be \$5,000,000 with no athletics activities exclusion.
  - If vehicles are used it should include evidence of owned, non-owned and hired Auto Liability Insurance in the amount of not less than \$1,000,000 per occurrence.
  - Any group with minors on campus needs to provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount not less than \$1,000,000 per occurrence. Coverage endorsed onto the General Liability policy is acceptable.
  - If the group is providing Athletic Trainers on campus they need to provide evidence of Medical Professional Liability Insurance of an amount not less than \$2,000,000 per occurrence/\$2,000,000 in aggregate. Coverage endorsed onto the General Liability policy is acceptable.
  - Groups unable to provide proper evidence of the required insurance can purchase a TULIP policy through EIIA Special Events program at <http://www.eiia.org/about.asp>.
3. Any publicity concerning the event may not refer to the University in such terms as "sponsored by", "hosted by", or "in collaboration with", or any other language which states or implies that the event is a function or activity of the University without written permission of the University. All requests must be submitted in writing at least thirty (30) days prior to the first arrivals for the event. The University reserves the right to review and approve the content of any publicity material, whether printed or electronic media, prior to dissemination of such material. All materials must be submitted to the Conference Services Office for review and approval.
4. All on-campus signage for the event must be approved by the Conference Services Office prior to display. All on-campus signage may only be posted in areas and manners as determined by the Conference Services Office.

5. PLU, its representatives and employees may take photographs of individuals and groups participating in meetings, camps and conferences on campus. These photographs may be used for publicity, illustration, advertising and Web content purposes. It is the responsibility of the Client to inform all participants that they may be photographed and obtain any necessary releases and permissions from participants. All participants must sign a Photo Release Form which must be received by the Conference Services Office prior to their arrival on campus.
6. All facilities and services provided by the University under the terms of this agreement are provided on a fee basis. The Client acknowledges that the University is not sponsoring or endorsing the Client's program or content.

**Severability**

1. If any portion of this Agreement is declared invalid by a court or operation of law, the same shall not invalidate the entire Agreement which will continue in effect as if the invalid portion had never been a component of this Agreement.



In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. I further certify that I am the primary Client or authorized by the primary Client to sign on my organization's behalf.

\_\_\_\_\_  
Please Print Name of Conference Client

\_\_\_\_\_  
Conference Services Manager  
PLU Conference Services

\_\_\_\_\_  
Signature of Conference Client

*All checks must be made payable to:*  
Pacific Lutheran University  
Please reference name of conference on check

\_\_\_\_\_  
PLU Account for Billing (if applicable)

*Payments should be sent to:*  
Pacific Lutheran University  
Conference Services  
Tacoma, WA 98447-0003

***Thank you for choosing Pacific Lutheran University . . . Go Lutes!***