



Conference Services

University Center 280 • Tacoma, WA 98447
253.535.7450 • conferences@plu.edu
www.plu.edu/conferences

Agreement Awards Ceremony

Ref: 1028

Contact Information

Services Contact	Jane Doe	Tel.	253-555-7888
	Events, Inc.	Email	eventsinc@gmail.com
	1234 120th St S	Fax.	
	Tacoma		
	WA		
	98447		
	USA		
Type	Awards Ceremony	Booked By	Kelley Kohlwes
Booking status	Agreement Sent	Booked On	Wed Jan 08 14
Dates	Fri Jan 24 14 to Fri Jan 24 14	Confirmation Date	
Times	08:00 AM to 06:00 PM	Event Manager	
Numbers	200	Contact Tel.	
		Contact Email	
		Sales Manager	

Estimate of Costs

Quote Details: Agreement

Description	Quantity	Net Rate	Taxable	Net Subtotal
Fri Jan 24 2014				
Other items				
Venue - Chris Knutzen Hall	1	\$450.00	<input type="checkbox"/>	\$450.00
Labor - Event Liaison	2	\$10.00	<input type="checkbox"/>	\$20.00
Catering - Italian Buffet	1	\$1,200.00	<input checked="" type="checkbox"/>	\$1,200.00
MMS - In-Room Media Equipment and Labor	1	\$300.00	<input type="checkbox"/>	\$300.00
Net Subtotal				\$1,970.00
Net Total				\$1,970.00
Tax Total				\$112.80
TOTAL				\$2,082.80

Deposits

Due Date	Deposit Due
Jan 15 2014	\$520.70

Agreement Terms - Section I

Initial Statement

As the Awards Ceremony (Event) will be housed on the Pacific Lutheran University campus for the period of January 24, 2014, the following agreements have been reached. This agreement entered into this January 8, 2014, by and between the Jane Doe on behalf of Events, Inc. (Client) and the University is as follows:

Applicable to all days

General Terms

The signed Agreement must be received by the Conference Services Office by January 10, 2014.

Agreement Terms - Section II

Agreed Services/Facilities

Pacific Lutheran University, through its Conferences and Events Office, agrees to provide those services detailed in the estimate of cost and Section I. Services not included in this document at the time of execution, or adjustments made to the original request, shall be included on the final invoice. This contract between PLU and the client is applied in good faith that the facilities and services to be provided will be available as agreed. In the uncontrollable event that any of the services of facilities cannot be provided as agreed, the specifics of this contract will be renegotiated.

Estimate of Costs is only an estimate 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 in Section I. Cost estimate is only guaranteed for 90 days and price may change based on any adjustments made. 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.

Rates:

The rates identified in this document will become secured when this document is returned to the Conferences and Events office with the required deposit and signed by PLU. Until secured, rates are subject to change without notice. Pricing for future years may not yet be defined at the time of the agreement. This will be noted in Section I of the agreement and will be subject to the established pricing for the contracted time.

Campus Use Guidelines

1. **Supervision:** Visitors, participants, and event staff are under supervision of client. Adult live-in supervision is required with any youth or school group where participants are 18 years of age or younger. The client will act as liaisons to the Conference Staff in the event of discipline, noise or destructive behavior. Client must be in the building(s) at all times when visitors or event 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 parties understand and agree that PLU assumes no responsibility for supervision of visitors, guests, participants and/or event staff.

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. **Doors:** Exterior doors to Residence Halls are accessed by room keys. Each conference participant will be given a room key that will gain them access to their room and hall. Residence halls exterior entrance doors remain locked at all times for security purposes. Doors shall not be propped open.
3. **Criminal History Background Checks:** Client agrees to certify that its employees, independent contractors, volunteers or agents who will be engaging in the Event at PLU have successfully passed a criminal background check. In order to successfully pass a criminal background check, the client's employee, independent contractor, volunteer or agent must not have a criminal history, which is defined as having no history of criminal convictions for assault, battery, sex-based offenses or damage to property.
4. **Personal History Verifications:** Client agrees to verify the references and job history of its employees, independent contractors, volunteers or agents who will be engaged in the Event at PLU. Verification of references must include a request about the individual's suitability for employment.
5. **Sexual Abuse Awareness Training:** Client agrees that its employees, volunteers and agents who will be on campus shall have successfully completed an appropriate sexual abuse training course.
6. The client warrants that they follow industry best practices for **Sexual Misconduct Prevention**.
7. **Parental Releases:** Client agrees that every minor child, unaccompanied by a parent, shall present to PLU, upon arrival, a

medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should injury or accident occur.

8. PLU is a **smoke-free campus**. Smoking is not allowed in the halls or on the grounds. Please adhere to this policy.
9. 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.
10. **Alcohol** may not be used or possessed by anyone participating in, chaperoning, or housed with minors 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. Alcohol is permitted at specially permitted, catered events in designated locations. These events must be coordinated in advance with the Conference Services Office.
11. 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.
12. 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, local law enforcement officers, and fire and rescue personnel.
13. 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>> and in this contract.
14. Client is responsible for having and executing a response plan for emergencies that may occur during the conference. Client is responsible for communicating this plan to conference staff and participants.

Housing Check-In (applicable only to overnight stays in PLU housing facilities)

1. Check in dates and times are detailed in Section I of this Agreement.
2. One (1) week prior to check in, Client must meet with PLU Conference Staff to insure that contract, deposits, guaranteed counts, food, etc. are in confirmed.

Housing Check-Out

1. Check out dates and times are detailed in Section I of this Agreement.
2. Upon departure from conference, keys and meal cards must be turned in to PLU Conference Service Staff, unless otherwise arranged. All rooms will be inspected at the end of the conference. Please refer to "Damages" in the following section.

Early departures

1. The Client or their designee agrees to notify Conference Services or their designee **immediately** if a guest, staff, camper(s) or participant(s) is removed from housing, a conference, camp, or event for any reason. Meals will apply regardless of early departure. Client will notify PLU Conference Services of the reason for early departure to help assess potential risks to others.
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 or guardian. 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 individual client, conference participant, counselor, or any other associated member of a client, 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.

Dining: (if applicable)

Each overnight guest will be issued a meal card to be used in the University Commons according to the meal plan purchased by the client. Meal plans issued on each card are developed by the Client and Conference Manager with the information below. Each meal card is loaded with points that correspond with the developed plan. In anticipation of the group size, food is purchased two weeks in advance and staff is

contracted. Because of this, there will be no refunds for early departures. **There are no refunds for unused points on meal cards.** All meal cards must be returned upon departure from conference. The client will be charged for lost meal cards at a rate of \$5.00 per lost card.

Catered events/meals will be planned and conducted by a separate mutual agreement between the Client and PLU Catering at 253.535.8501. Meal rates for catered events will be negotiated at the time the event is planned. PLU does not allow any outside catering on our campus. Alcohol is only permitted at specially permitted events in designated locations. PLU's policy is posted at www.plu.edu/conferences <<http://www.plu.edu/conferences>>. Please adhere to this policy.

Labor & Setup Charges

Routine services include use of venues that have a default arrangement, classrooms and bleachers. Facility and equipment setup varying from these norms will be considered extra services and will be charged at the established rates. The client agrees to pay for additional labor, service and equipment charges incurred on behalf of the client's event. All audio, stage (including all use of the Mary Baker Russell Music Building and Karen Hille Phillips Center for the Performing Arts) setup and facility supervisor services will include a labor fee which may not have been identified in this agreement due to incomplete event needs information.

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 individual client, conference, or camp, the Client must submit to the Conference Services Office the guaranteed number for overnight accommodations. If this does not occur, the client or 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 individuals, participants, chaperones, coaches, parents, and any other personnel who will be staying and/or dining on campus. 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:** PLU requires 25% of the anticipated charge in addition to a signed copy of this agreement. Rooms will not be held without this deposit. A final bill will be issued upon completion of the camp/conference. Deposits are non-refundable. For independent campus visits, full payment is required at the time of contract signing.
4. **Final Invoice:** The final bill is prepared at the conclusion of the scheduled event. Any charges incurred above the written estimate of costs will be added to the billing. The final invoice will include meals and housing charges based on the guaranteed guest count or the actual number of guests, whichever is greater, is required to be provided 2 weeks prior to the conference, as outlined in the section of the contract entitled "Two Weeks Prior to Arrival". Payment in full is due within thirty (30) days of the date of the invoice. Past due accounts will be subject to interest of 1.5 percent per month on the past due amount. Should the sponsor fail to provide payment in the identified timeline, the sponsor agrees to reimburse PLU for all legal expenses (including court costs, collection costs, attorney's fees and other similar expenses) incurred by PLU in the University's attempt to collect this payment.
5. **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.
6. **Keys:** All keys must be returned as part of the check-out process. The Client will be charged for lost keys. The rate is **\$80.00**

for each lost key. Keys not recovered from the Client within 24 hours after check out 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.

- 7. 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.

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 listed in the Estimate of Cost 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.

Indemnification

1. The Client agrees to indemnify and hold harmless the University and its directors, officers, agents, students, 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, Criminal Background Checks and Sexual Misconduct prevention 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 requests 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 and equal educational 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 independent stays, camps and conferences. The Client is responsible for providing accident and medical insurance for all staff, guests and/or camp participants.
2. Clients who operate camps and conferences agree 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. Lower coverage amounts or exceptions to this requirement will be considered on a case-by-case basis.
 - 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.
3. 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>.
4. 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.
5. 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.
6. 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.
7. 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.

30 Days Prior to Arrival

1. By thirty (30) days prior to arrival, the Client 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 contracted period. 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 original Activity Participation and Medical Release forms for all overnight camp participants and/or independent stays. Activity Participation and Medical Release forms are not required of participants/clients over the age of eighteen (18). 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. All decisions regarding medical treatment are the sole responsibility of the Client and the Client's staff. The Client is responsible for obtaining this documentation from all guests and providing all originals to PLU Conference Services before the first day of the conference.
3. Client must provide a full conference schedule no later than one week prior to first arrivals.

Authorized Representative

The undersigned certifies that he/she is an authorized agent (with signature authority) in entering into this agreement, and that he/she will assume personal, legal and financial responsibility for any misrepresentation of this fact, such as full payment of amount due.

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.

Governing Law

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

Notices

All notices, demands, requests, or other communications required to be given or sent by School will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To University:

Pacific Lutheran University

Attention: Conference & Events

12180 Park Ave. S

To Client:

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

Survival

The University expressly agrees that the liability coverage provisions of this Agreement will survive the termination of this Agreement.

Severability

If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

Waiver

Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

Signatures

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 the organization's behalf.

Print Name of Individual or Organization

Ginger Peck

Director of PLU Auxiliary Services

Authorizing Signature of Organization

All checks must be made payable to:

Pacific Lutheran University

Please reference name of conference on check

Print Name of Authorized Signer

Payments should be sent to:

Pacific Lutheran University

Conference Services

Tacoma, WA 98447-0003

Title of Organization's Authorized Signer

Tax ID Number for Organization

PLU Account for Billing (if applicable)

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