



Contract Agreement

Name:		Venue:	
Title:		Event Manager:	Elizabeth Rotticci
Company Name:		Phone:	209-932-2844
Address		Name of Event:	
City, State, Zip:		Event Dates:	
Phone:		E-Mail:	erotticci@pacific.edu
E-Mail:		Contract Due By:	

Date	Start Time	End Time	Access Time	Room	Setup	Agr	Room Rental

Addendum

This “Addendum to the Contract Agreement By and Between University of the Pacific Conference Services and Client (“Addendum”) amends that this contract agreement of Conference Services entitled “Contract Agreement” (“the Agreement”) executed on _____, 20__ (“Effective Date”) between University of the Pacific Conference Services and _____ is an integral part of the Agreement and except as set forth herein, subject to its terms and conditions. In the event of any conflict between the Agreement, the RFP Responses (as defined below), and/or this Addendum, this Addendum shall control. The terms and conditions of the Agreement shall continue in full force and effect. The Agreement, as modified by this Addendum, and this Addendum, including its Appendices and attachments, is sometimes referred to as “the Agreement” or “the Event.”

To simplify the language in this Contract Agreement “we” or “us” means Conference Services at University of the Pacific, “You” or “Your” means the person (or persons) who signs the Contract Agreement. If the group will be a corporation, partnership, Limited Liability Company or other entity, “you” includes both the business entity and its owners. The “Brand” refers to the name or names under which we will license you to operate a hotel.

CERTIFICATE OF INSURANCE

Certificate of Insurance. The Client must submit a certificate of insurance no later than 30 days prior to event day. The University must be listed as an additional insured on the certificate. General liability/Property Damage coverage required:

- a. General Aggregate \$2,000,000
- b. Each Occurrence \$1,000,000

Liabilities. Client assumes all responsibility for artist's insurance, Worker's Compensation, income taxes and union requirements.

DEPOSIT AND PAYMENT

- I. Deposit/Taxes.** To reserve the facilities requested the Client is required to pay a deposit of 25% of the estimated cost to Conference Services upon completion of the contract in order for space to be deemed reserved. Remaining balance is payable upon execution of the Event. If said deposit is not received with the signed contract, this Agreement shall terminate and be of no further force or effect. In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event.
- II. Balance Payment.** Client agrees to pay the University a fee for facility rental requested for your event. Unless you have established credit in advance with us, you will pay the entire contract price but not less than the guaranteed amount in credit, certified check, or personal check. The University requires a 100% deposit of all estimated fees and charges **10 days prior** to the event on all Clients.
- III. Delinquent Accounts/Non-Sufficient Funds** In order to reserve the facility, all outstanding invoices must be paid in full. After 30 days, unpaid invoices are subject to a late charge at the rate of \$25.00 per week on the remaining balance. The University will charge a \$25.00 fee for checks returned with non-sufficient funds.
- IV. Overtime:** There is a \$100.00 charge for every hour over time.

CANCELLATION

- I. Cancellation.** The University requires 30 days notice of the cancellation of an event. In the event of a cancellation, the deposit paid is non-refundable but can be transferred to a different date. University of the Pacific is not responsible for payment should the performance be prevented by blackout, fire, epidemics, rain, or other acts of nature, God, and/or any other causes similar or dissimilar beyond the control of the university.
- I. Force Majeure.** Neither party is liable for failure to perform, except with respect to payment obligations, solely caused by: Unavoidable casualty, Delays in delivery of materials, Embargoes, Government orders, Acts of civil or military authorities, Acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible.
 - a. If an event of force majeure occurs, the party injured by the other's inability to perform agrees to terminate this agreement in whole or in part; or choose another date.

PARKING

- I. Parking.** The University shall make existing parking facilities available for the vehicular traffic and parking necessitated by Client's use of the Facility, on a non-exclusive basis. It is your responsibility to obtain the necessary one-day guest passes from Burns Tower upon arrival for your Event if it occurs during business hours.

SECURITY

- I. Security.** Security personnel may be required based on the number of guests attending the event and the amount of space rented. Security requirements are one-security personnel per 100 guests. Client will be notified prior to the event if any such security personnel are deemed necessary. Security fees will be charged to the Client in the amount of \$15.00 per hour, per officer.

CATERING SERVICES

- II. Custodial.** Normal and usual housekeeping is included with the facility rental. Additional custodial workers may be required due to set-up/clean-up above and beyond standard cleaning. Client will be notified during or immediately following an event if any such additional janitorial personnel are deemed necessary.
- III. Catering/Dining Services.** Bon Appetit is the exclusive food service provider for the University. Food service and beverages must be ordered through the Catering Services department.
- a.** You may provide wine, beer, champagne, and cake for your event. All other food and beverage services must be purchased through Bon Appétit.
 - b.** Please do not allow your guests to bring any unauthorized alcohol to the event. This may affect our liquor license and we must enforce this rule.
 - c.** Menu must be finalized two weeks prior to the event.
- Catering Payment Terms:** A 50% deposit is required to secure Bon Appétit Catering Services and is payable by cashier's check, check, or credit card.
- d.** Requested time over the standard event length of six (6) hours is available at \$200.00 per hour if purchased at least forty-eight (48) hours prior to the event. If purchased within forty-eight (48) hours or on the day of the event, a \$300 overtime charge will be applied.
 - e.** An 18% taxable service charge is applied against all food and beverage services. State and local taxes are applied to the final bill, currently at a rate of 9%.
 - f.** Payment in full as well as your final guest count is due seven (7) business days prior to your event and is payable by cash, check, or credit card.

- IV. Equipment.** Facility rental includes tables and chairs that are regularly housed in the facility.

Alcohol Beverage Services. The sale or distribution of alcoholic beverages on or adjacent to the University premises for money, for token in lieu of money, or by any other device which in fact constitutes sale is not permitted at any event unless through a licensed Third Party Vendor. The third party vendor must meet the following requirements:

- a.** Be properly licensed by the State Alcohol Beverage Control Department. This may involve both a liquor license and/or temporary permit license to sell at the designated location. Attached copies of licenses and permits must be provided along with the alcohol event registration form.

b. Vendor assumes all responsibilities that any other purveyor of alcoholic beverages would assume in the normal course of business, including but not limited to:

- Checking identification cards upon entry
- Not serving minors; not serving individuals who appear to be intoxicated
- Maintaining control of ALL alcoholic containers present
- Collecting all remaining alcohol at the end of a function
- Removing all alcohol from the premises.

CONDUCT DURING EVENT

- I. **Damages.** Client assumes full responsibility for any and all damages to the physical premises and property of the University and for any and all personal injuries caused by Client, Client's guests, and or Client's independent contractor that may occur during any such time premises are occupied by the Client, Client's vendors or Client's guests.
- II. **Restricted Areas.** To ensure the safety and security of the University and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's guests and Client's independent contractor(s). Any of these individuals found in an off-limits area may be asked to leave the premises.
- III. **Smoking.** In accordance with California State Law, smoking is not permitted within 20 feet of any University building.
- IV. **Event Conclusion.** Client is responsible for ensuring that all events must conclude no later than the time specified on the Facility Rental Agreement. After that time, the University will be accessible only to staff designated for the breakdown and clean up of the event. All events must be scheduled to conclude no later than 12:30 a.m. and the premises must be fully vacated no later than 1:00 a.m.
- V. **Electrical Cords.** All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70E safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. The University may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests.
- VI. **Prohibited Activities. The following activities are strictly prohibited:**
 - a. Cigarette and cigar smoking anywhere inside the facilities of the University.
 - b. Smoke, fog or haze producing equipment of any kind.
 - c. Open flames of any kind.
 - d. Food and beverage in non-designated areas.
 - e. Any materials nailed, taped, or tied to any ceilings, walls, floors, or furnishings inside or outside of the building.
 - f. Helium inflated balloons in any space within the DeRosa University Center.
 - g. No nails, glue, or staples can be used on any surface of the building. Tape must be preapproved for use on any surface within the DeRosa University Center.

EVENT

- I. **Music.** All music levels must conform to standard county and residential codes. Any outdoor music must end at 10:00 p.m.
- II. **Noise Control.** The Client agrees to take responsibility for noise control and any unruly actions of their guests.

ADVERTISEMENT

- I. Advertisement.** Client must obtain advance approval from the University for all advertising and marketing materials that bear the University of Pacific's name. The names "University of Pacific," "Pacific," "UOP," and/or "Conference and Scheduling Services," or any names which could be construed to refer to the University shall not be used in any way without the expressed written approval of the University.

INDEPENDENT CONTRACTORS

- I. Check-In.** Facilities may require that an event monitor or building manager be assigned to your event to ensure that the room is satisfactory. Prior to the event a complete room check with the Client would be documented and damages assessed shall be noted before as to not effect the Client. The form will need to be signed by event monitor and Client. Naturally the same protocol would occur after the event as well to check no additional damages have occurred.
- II. Vendor Load-In and Load-Out.** Arrangements regarding access to the University for deliveries, set-up, and removal of equipment must be reviewed in advance with the University personnel (University contact that is assigned to your event). It is the Client's sole responsibility to inform independent contractors of University rules, regulations, policies and procedures. The University must receive a list of all vendors with contact information no later than one week prior to event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):
- 2.1.** All hallways and doorways must be kept clear of tables and equipment at all times.
 - 2.2.** Dollies or Hand Trucks. Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. The tile floors at the University is especially susceptible to damage, so we must strictly prohibit any sliding or dragging of equipment on its surface. All band risers and moveable items placed on the floor require rubber bearings. The University does not provide any staff to help unload or load equipment.
 - 2.3.** Trash Disposal. All vendor trash must be properly bagged and disposed of by Client's vendors in the dumpsters located outside of the building.
 - 2.4.** Supplies and Equipment. The University does not provide any supplies or equipment unless otherwise listed on Attachment B of this Agreement. All other items are the responsibility of the Client and vendors. The University does not allow the use of certain areas and equipment including but not limited to the University's dish room, walk-in cooler, walk-in freezer, ice machines, hot box, carts or trash cans.
 - 2.5.** Vehicle Access. No vehicles (including golf carts, truck, tractors or personal automobiles) will be allowed on walkways, fields, or non-paved areas.
- I. Checkout.** Before departing, all Clients are responsible for checking out with the University Representative and as mentioned in Article 10.1, may be required to complete an event checklist, which will be reviewed the following day by the Conference Services representative. The Client will compensate the University for any damage to facilities and property of the University caused by Client, Client's guests or Client's vendors.

INDEMNIFICATION

- I.** EACH PARTY shall indemnify, protect, and hold THE OTHER'S respective agents, employees, representatives, officers, and directors, harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Event, including, but not limited to:

- a. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Event.
- b. Any and all loss, damage, and/or destruction occurring to EACH PARTY, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Event, including, but not limited to, damage, loss, or destruction caused by forces beyond the party's control;
- c. A breach or alleged breach of any warranty, representation, or agreement made by EACH PARTY hereunder in connection with the Event, including, without limitation, any failure by EACH PARTY to perform any agreement entered into between CLIENT and any third party; and
- d. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by EACH PARTY. For the avoidance of doubt, no claim, deduction, or offset will be made by EITHER PARTY in respect of same, unless proof of such damage and the cause thereof is provided to EACH PARTY, and EITHER PARTY expressly agrees to such claim, deduction, or offset in writing.

IN WITNESS WHEREOF, the parties hereto as of the date first written above have executed this Agreement.

By signing and returning this page to the Office of Conference Services at the University of the Pacific you are taking full responsibility and agree to comply with all that is written within the agreement.

Elizabeth Rotticci

Client

Signature

Signature

Date

Date

