

**RADFORD UNIVERSITY
EVENT AGREEMENT**

THIS EVENT AGREEMENT (“Agreement”), dated this _____ day of _____, is made by and between Radford University (“University”), an educational institution and agency of the Commonwealth of Virginia and _____ (“Client”). University and Client are referred to individually as “Party” and collectively as “Parties”. The Parties mutually agree as follows:

1. Services and Fees. Client agrees that University shall provide the space and/or services identified on Attachment A (Event Details), Attachment B and Attachment C (Conference Services Service Request Form) for the event (the “Event”) specified on Attachment A, B, and C. Client shall pay to University all fees identified on Attachment A, B and C.
2. Attachments. Attachments A, B and C are hereby incorporated into this Agreement in their entirety. Should there be any conflict between the terms of this Agreement and an Attachment, the terms of this Agreement shall govern.
3. Deposit. Client shall pay University a deposit (the “Deposit”) in the amount specified in Attachment A, which University shall apply to the actual incurred costs of the Event. Time is of the essence with regard to payment of the Deposit. Client shall deliver a signed version of this Agreement, to the following address before any space will be confirmed for the Event:

Deposit made payable to:
Radford University
Office of Conference Services
Post Office Box 6911
Radford, Virginia 24142-6911

4. Publicity. Client shall not use, in its external advertising or marketing programs any data, pictures, name, insignia, trademarks, pictures, or other representation of University or its employees except those authorized in writing by University in advance. University must receive in writing all requests for authorization no later than ten (10) days in advance of the use date.
5. Force Majeure. University shall not be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation war, terrorism, strikes, civil disturbances, and acts of God.
6. Limitation of University’s Liability. University, the Commonwealth of Virginia, its officers, agents, and employees shall not be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or revenue. Client’s entire remedy and University’s entire liability will be the payment of actual damages not to exceed the monies paid by Client under this Agreement. This limitation is a critical element of the parties’ bargained-for consideration and will be effective even in the event University is informed in advance of the possibility of such damages.
7. Indemnification/Hold Harmless. Client agrees to indemnify, defend and hold harmless University, the Commonwealth of Virginia, its officers, agents, and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney’s fees, arising hereunder, except for injury, or damages caused by the sole negligence of University. Accordingly, University shall promptly notify Client of any claim or action brought against University in connection with this Agreement.

Client’s Initials _____
Director of University Services Initials _____
Director of Procurement and Contracts Initials _____

8. Insurance. Client agrees to procure and to continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, with minimum liability limits of one \$1,000,000 coverage per occurrence and a \$2,000,000 umbrella policy for protection against any liability imposed by law. Radford University shall be named as an additional insured. By signing this agreement, Client is making the affirmative representation that it has such insurance and has named Radford University as an additional insured party. The Client shall, furnish University with insurance certificates indicating such coverage. By requiring the above minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to Client. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and or broader coverage.

9. Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. Waiver. The failure of either party to enforce any provision in this Agreement shall not be deemed a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the parties.

12. Applicable Law. This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this contract shall be brought before a proper state court in the Commonwealth of Virginia.

13. Compliance with Laws. It is the Client's sole responsibility to be knowledgeable of and to comply with any and all local, state, and federal rules, regulations and ordinances that might be applicable as a result of the Client's event.

13. Remedies. If Client breaches this Agreement, in addition to any other rights or remedies, University may terminate this Agreement without prior notice.

14. Termination. University reserves the right to terminate facility reservations for any activity if it determines, during an activity, that facility equipment or furnishings are being damaged as a result of the Event, or if it determines that the Event is endangering the health and safety of patrons, interfering with the process of the University, or infringing on the rights of others. Should Client cancel the Event for any reason or fail to conduct the Event for any reason, University shall retain any deposit received. The Client shall also be liable for any costs incurred by University in scheduling the Event.

15. Status of Parties. The relationship of University and Client under this Agreement is solely that of independent contractors. Neither party shall be considered to be an employee or agent of the other except for those purposes specifically enumerated in this Agreement, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties. University does not sponsor, endorse, or make any express or implied warranties for Client.

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

16. Certification. The signatory for Client certifies that he or she is an authorized agent to sign on behalf of Client, and assents to abide by the terms of this Agreement.
17. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
18. Cancellation. University or Client may cancel this Agreement without cause by giving written notice no less than one year prior to the commencement of the next program year. Any such cancellation must be submitted in writing to the agent of the responsible party. In such event, University shall return the deposit, minus any expenses incurred by University up to such cancellation.
19. Non-Discrimination. Client agrees not to discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, or disability.
20. Attorney's fees/Collection Costs. Client shall pay to University reasonable attorney's or collection fees incurred in enforcing this Agreement or pursuing and collecting past-due amounts under this Agreement.
21. Special Accommodations. If Client or customers of Client require any special accommodations for the Event, Client shall notify University in writing at least 30 days before the date of the Event.
22. Inclement Weather. University shall not be liable if the Event is not held due to closure of University or other reasons resulting from inclement weather including, without limitation: snow, sleet, ice, flooding, hurricane, tornado, and other such forces of nature. Should University not be able to host the Event, University shall make reasonable efforts to reschedule the Event for another time that is amenable to both parties. If University cannot reschedule the Event for any reason, this Agreement shall be deemed terminated, and University shall not be responsible for any damages arising from such termination.
23. The Client shall be responsible for the safety and conduct of its trainers, participants, employees, agents, and volunteers and their compliance with the University and Commonwealth of Virginia rules and regulations regarding the use of the facilities. It is the responsibility of the Client to communicate the terms of this Agreement to its staff, volunteers, participants, and representatives. Client is responsible for securing a background check on its trainers, employees, agents, and volunteers.
24. **This section is only applicable to Agreements that include the use of University facilities.**
 - a. The Client shall make a reasonable effort to maintain areas used in good condition, with reasonable wear and tear expected. The Client agrees to pay for all damages to the University's property, which arises out of Client's use of the facilities.
 - b. The Client agrees to notify the University immediately of any safety concerns, hazards or conditions affecting the health, welfare, or safety of participants or the public.
 - c. The Client agrees to be aware of and abide by fire safety regulations and procedures, including the proper exit procedures, room capability, and room setup requirements.
 - d. Classrooms, cafeterias, and other non-conference space are available on an "as-is" basis only. Upon vacating a classroom, cafeteria, or other non-conference space, Client shall return the room's moveable fixtures to their original position and remove unreasonable amounts of trash and/or food waste from the room.

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

- e. Public areas on campus used by Client may not be utilized in a manner that disrupts classes or other University functions. Public areas cannot be reserved for Client's exclusive use. Occupied areas cannot be cleared for Client's exclusive use.
- f. Any equipment, which the Client requires that has not been contracted for in the Agreement and which is not readily available at the University will be acquired at Client's expense.
- g. The Client is responsible for fees for replacement of lost keys.
- h. Any and all services, equipment and personnel as the University, in its sole discretion, deems to be necessary or convenient to guard and protect public safety and property and to ensure a minimally sufficient level of service to Event participants.
- i. Any and all services, equipment, facilities and personnel requested by the Client in addition to the base participation fee and provided by the University in connection with the Event, Client agrees to accept charges of any reasonable costs/fees with sufficient notice.

25. Compliance. Client is responsible for complying with all University policies and procedures. Failure to comply may result in immediate expulsion of individual(s) from campus and/or revocation of Client's visit or future visits.

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

ACCEPTED AND AGREED:

RADFORD UNIVERSITY

BY: _____ Date _____
James Perkins
Director, University Services

CLIENT

BY: _____ Date _____

Organization

Address

City/State/Zip

Telephone

SSN/FEIN

Email

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

1. Name and description of Event:

2. Site:

3. Date of Event(s):

4. Scope of Work:

The work to be performed by University is described in the following list:

- The Office of Conference Services will coordinate with the Client all facilities needs and setup, AV equipment and setup, and special requests for the duration of the Event.

5. Food Service (Check One):

Food service is **not** being arranged for or provided as part of this contract.

Food services are being provided by the University’s dining contractor (Chartwells) as part of this contract.

- Meals: The University will supply to the participants and staff the following meals (each, a “Meal” and collectively, the “Meals”) during the Event:

All Meals will be served cafeteria-style and eaten in _____ Dining Room/s during defined hours (the “Meal Hours”). Meal Hours shall be set by the University at its sole discretion in consultation with the Client. Menus for the Meals will be prepared by the University dining services contractor staff. The Client shall provide University a best guestimate a minimum of two (2) weeks prior to the start of the Event for planning purposes. The Client shall deliver to the University three (3) day prior to Event a final count of all staff and participants (the “Meal Count”). The Meal Count shall serve as the basis for the maximum number of users served at each Meal. At the commencement of the Event, the entire participant fee shall be deemed earned by the University. The University shall have no obligation to reimburse the Client for any Meals missed.

Client’s Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

- The Meal Count shall serve as the basis for the minimum number of Catered items provided unless otherwise requested by the Client. All Catered Items shall be delivered to a location as designated by the Client; provided, that delivery by the University may incur a fee, which shall be payable by the Client. The Client will direct all requests for Catered Items two (2) weeks in advance of the start of the Event to the Office of Conference Services.

The University has exclusive contracts with Chartwells and Coca-Cola Inc. for all dining, catering, and vending services. All beverages served on University owned or leased property must be from the approved list of Coca-Cola products.

6. Lodging Allocation (Check One):

This Agreement does **not** include the use of University Lodging Facilities

The space allocated to your event for lodging is as follows:

The University agrees to supply to the Client during the Event residential accommodations in as many residential dormitory rooms as are required to adequately house all of the Client's Event participants and staff.

The Office of Conference Services will coordinate space needs with the Client. A list of all schedule space will be provided once space has been scheduled and agreed upon by both parties. A list of Event participants and staff (names, addresses, housing requirements and ages) shall be furnished to University on or before two (2) weeks prior to the Event commencing. The Client shall provide an updated list of attendees to University three (3) days prior to Event.

The University shall have full and complete discretion in making all room assignments, which shall be limited to the customary equipment and fixtures in a college residential dormitory, such as a bed, nightstand, dresser, desk, and chair, with single, double or triple occupancy. The University shall not be responsible for supplying any personal property or services related to the dormitories, including without limitation, bed or bathroom linens, hygiene supplies, turn-down service or daily room servicing. Client can request bed and bathroom linens prior to or upon arrival at a fee of \$7.00 per participant which will be invoiced separately to the Client.

The Client will maintain and provide adequate supervision, administration and instruction for the Event. The Client will be solely responsible for maintaining supervision of all Event participants and staff at all times. The University specifically disclaims any responsibility for the supervision, health or control of all Event participants, staff and their invitees during the Event. The Client will be solely responsible for ensuring the supervision, health and well-being of the Event participants and its staff.

The Client will exercise all due care in the use and enjoyment of the lodging facilities pursuant to the terms of this Agreement.

7. Space Allocation (Check One):

This Agreement does **not** include the use of University Facilities

The space allocated to your event is as follows: Heth 220

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

The Office of Conference Services will coordinate space needs with the Client. A list of all scheduled space will be provided once space has been scheduled and agreed upon by both parties.

The Client will maintain and provide adequate supervision, administration and instruction for the Event. The Client will be solely responsible for maintaining supervision of all Event participants and staff at all times. The University specifically disclaims any responsibility for the supervision, health or control of all Event participants, staff and their invitees during the Event. The Client will be solely responsible for ensuring the supervision, health and well-being of the Event participants and its staff.

8. Parking (Check One):

Parking is not being arranged for or provided as part of this contract.

Parking services are provided by University's Parking Services.

LOT _____

The Office of Conference Services will make reasonable efforts to work with University Parking Services to provide a delineation of services if requested by the client. Parking for the Event will be allowed in Radford University campus parking lots as assigned by University Parking Services. Visitor parking passes are provided at no charge to park in designated parking lots.

9. Deposit:

A Deposit of \$ _____ is required. If Client cancels the Event without proper notification, the Deposit will be non-refundable. If the University cancels the Event due to Force Majeure or without proper notification, except as outlined in Section 18: Cancellation, the deposit will be refunded minus any expenses incurred by University up to such termination. Time is of the essence with regard to the payment of the Deposit. Client shall deliver the Deposit to the following address:

10. Coordination of Services:

Client has contracted with the University to provide coordination services for facilities and parking which is included as part of the per participant fee. Program coordination and catering will be managed by the Client.

11. Exclusions: The following goods and services have specifically not been provided in this Agreement:

- Transportation to or from airports, Metro and train stations, bus depots, or other forms of mass transportation; transportation to or from events held off-campus; and/or transportation to or from events held on campus.
- Payment for or reimbursement of fees charged to Client during off-campus excursions or excursions to other non-Radford University campus sites.

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)

- Provision of office supplies or office services.
- Use or provision of resources, facilities, goods, and services not listed specifically herein are understood by all parties to be excluded from this agreement.
- The Office of Conference Services is available during regular business hours and provides 24/7 coverage with an on-call staff member as well as University emergency response through the RU Police Station.

12. Revisions, Changes or Modification to Event Agreement.

Any needs not specified by the Client are subject to additional charges. Written requests should be submitted to the University no later than 20 calendar days prior to the Event. The University may request Client to replace original Attachments A, B and C with a revised version if the University is able to accommodate the revision or change to the Event Agreement. Other charges may include (if any): advanced meals, housing and facilities, dorm damage, lost keys, guest meals, recreation services, any special request not stated in this contract and authorized by Client; will be invoiced at a later time. The University and Client agree to debrief at the end of the program week to assess and make necessary changes to the agreement for future reference.

Total Estimated Cost:

A total estimated cost of \$ _____. All amounts due to University shall be paid no later than the day of the event.

Date Attachment A (Event Details) was completed:

Event Budget Worksheet

Attachment B

Client's Initials _____

Director of University Services Initials _____

Director of Procurement and Contracts Initials _____

Agreement template approved by the Office of the Attorney General (2/24/2013)