This Program Agreement made and effective as of the date of last signing (herein the “Effective Date”) by and between ________________ (herein “Sponsoring Department”), a unit of the University of Cincinnati, (herein “UC”) and its Office of Conference & Event Services (herein CES), located in Tangeman University Center, 2766 UC Mainstreet, Suite 265, Cincinnati, Ohio 45221-0031.

**Program Name:**
**Dates:**
**Location:**
**Estimated Total Participants:**

**Sponsoring Department Name:**

The following exhibits dictate the scope of services CES is asked to perform and the Sponsoring Department is committed to fund under this Agreement and Policies and Guidelines associated with the Program.

**Exhibits list:**

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**Terms and Conditions of Agreement**

1) **FINANCIAL TERMS**
   a) Additional services requested which significantly alter the time and personnel commitment required for the execution of the Agreement may incur an increase in the Program Management Fee. Any requests for services that will increase the Program Management Fee will be discussed prior to implementation of the request.
   b) Sponsoring Department accepts full financial responsibility for this Program noted in Exhibits.
   c) Sponsoring Department agrees to pay all direct and indirect Program expenses incurred by CES.
   d) CES will provide Sponsoring Department a final financial statement within 90 days of the program end date.
   e) Any surplus or deficit shown on the final financial statement will be assessed 100% to Sponsoring Department and 0% to CES within 45 days of the date of the final financial statement.

2) **ADVERTISING**
   Any use of UC’s name or marks shall comply with the UC’s Branding Standards. Any item made with UC’s name or marks must be produced by a company licensed by UC. Any printed material, radio or television advertising copy publicizing the event will be submitted to UC in advance to be reviewed for accuracy. [http://www.uc.edu/licensing/guidelines.html](http://www.uc.edu/licensing/guidelines.html)

3) **CANCELLATION**
   Either party may terminate this Agreement on written notice. In the event that Sponsoring Department cancels this agreement, Sponsoring Department will pay CES for all direct and indirect administrative expenses and contractual obligations that are incurred by CES prior to receipt of notice of cancellation. Sponsoring Department shall also be responsible for management fees according to the schedule below.
Management fees are scaled as follows:
If canceled 180 or more business days from the starting date: 50% of the Program Management Fee
If canceled 91 business days – 179 business days from the starting date: 80% of the Program Management Fee
If canceled less than 90 business days from the starting date: 100% of the Program Management Fee

Facility room reservations are scaled as follows:
If canceled 30 business days – 15 business days from the starting date: 50% of UC Rooms Reserved Rental Fee
If canceled 14 business days – 3 business days from the starting date: 80% of UC Rooms Reserved Rental Fee
If canceled 2 business days or less from starting date: 100% of UC Rooms Reserved Rental Fee

Dining Meals are scaled as follows:
If canceled 10 or more business days from the starting date: 50% of Meal Plan
If canceled 7 business days – 5 days from the starting date: 80% of Meal Plan
If canceled 4 business days or less from starting date: 100% of Meal Plan

Catering Ordered are scaled as follows:
If canceled 5 or more business days from the starting date: 25% of Catering
If canceled 4 business days – 3 business days from the starting date: 50% of Catering
If canceled 2 days or less from starting date: 100% of Catering

4) AMERICANS WITH DISABILITIES ACT COMPLIANCE
Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act’s accompanying regulations and guidelines (collectively the “ADA”). Sponsoring Department shall do its best to identify in advance any special needs of attendees, and will notify CES of such needs for accommodation as soon as they are identified. Sponsoring Department shall copy CES on correspondence with attendees who indicate special needs as covered by ADA.

5) EMERGENCIES
Sponsoring Department and designated Chaperones are expected to cooperate with other University staff in matters of emergencies, including but not limited to: residence hall evacuation, medical care emergencies, public safety, communication with family of registered attendees.

6) VIOLATIONS OF UNIVERSITY POLICIES AND STUDENT CODE OF CONDUCT
Sponsoring Department agrees to communicate University policies and Student Code of Conduct to attendees. Attendees who violate University policies are subject to ejection from University premises.

7) FACILITIES TERMS
a) Sponsoring Department may use Facility only for purposes which are legal and consistent with published University policies.

b) Sponsoring Department will not injure, mar, or in any manner deface the Facility and any contiguous or surrounding property or permit anyone to do so. Sponsoring Department will pay for all damages including but not limited to any insurance deductible to the Facility, including the building, equipment, furniture and other property, except for any damages arising from the acts of other employees or agents of UC.

c) Sponsoring Department should be responsible for any additional services, facilities, equipment, or any other items not contained herein added to the Program, with all charges added to the final invoice.

d) Sponsoring Department will not be permitted to use flammable materials such as bunting, tissue paper or crepe paper as decorations at Facility. All decorative materials must be treated with flame proofing and approved by the Cincinnati Fire Department.

e) Sponsoring Department will not perform activities which may interfere with the effectiveness or
accessibility of utility, heating, ventilating or air conditioning systems or portions thereof within the Facility, nor perform activities which may interfere with free access and passage to the public within the Facility, upon adjacent public areas, or in surrounding areas.

f) All property of Sponsoring Department at Facility will be at the sole responsibility of Sponsoring Department. All property belonging to Sponsoring Department will be removed by Sponsoring Department by the end of the rental period and any such property remaining at Facility will be disposed of at discretion of UC without liability to UC or payment to Sponsoring Department.

g) Sponsoring Department will be responsible for providing any necessary medical personnel for all individuals participating in the event, unless arrangements are made with UC to provide such service, at Sponsoring Department's expense, prior to the event. UC may provide emergency medical personnel to be available to spectators of the event at Sponsoring Department's expense, if, in UC's opinion, such services are warranted by the size and/or nature of the event. Sponsoring Department will assume all liability for medical care and transportation provided or contracted by Sponsoring Department (not including services provided or contracted for with UC).

h) Sponsoring Department will advise the attendees regarding all University rules governing use and occupancy of University facilities, and to abide by the same. This shall include Ohio laws regulating smoking, use of alcoholic beverages and illegal drugs on the University campus. Violations by participants may result in eviction from University facilities.

i) Sponsoring Department will be responsible for the conduct of the group while on campus. Groups with participants under eighteen years of age (herein “Minors”) will need to provide at least one (1) chaperone or adult per every twenty-five (25) Minors in the group. Groups shall provide their own chaperones and be compliant with state of Ohio law. If the Sponsoring Department provides the chaperones, these chaperones must submit to a fingerprint background check per Ohio Revised Code 2151.86.

j) CES reserves the right to reassign space as needed.

k) Sponsoring Department must adhere to UC’s public safety guidelines for Program.

l) Sponsoring Department is responsible for securing approval for Amplification (use of speakers) on campus.

m) Sponsoring Department must adhere to UC’s parking guidelines regarding parking vehicles on campus for deliveries and set up.

n) Sponsoring Departments is responsible for securing approval from the University for decorations, external rentals, and deliveries.

8) NOTICES

Any notices required shall be sent to:

FOR CES: ___________________________ FOR SPONSORING DEPARTMENT: ___________________________
Name: ___________________________ Contact Name: ___________________________
Conference & Event Services Department: ___________________________
University of Cincinnati Organization: ___________________________
2766 UC Mainstreet, Suite 265 Address: ___________________________
Cincinnati, OH 45221-0031 City, State Zip: ___________________________
event.services@uc.edu Contact Email: ___________________________

9) AUTHORIZED SIGNATURES
Each individual executing this Agreement on behalf of Sponsoring Department and CES represents and warrants that he or she is properly authorized to do so.

IN WITNESS WHEREOF, authorized representatives of the respective departments have executed this Agreement on the dates indicated below their names.

FOR CES
Signed By: ______________________
Name: _________________________
Title: _________________________
Date: _________________________

FOR SPONSORING DEPARTMENT
Signed By: ______________________
Name: _________________________
Title: _________________________
Date: _________________________
EXHIBIT C  (INTERNAL ON-CAMPUS)
Facility Confirmation

This exhibit refers to:
Indoor spaces: Tangeman University Center, Stratford Heights, UCATS, Recreation Center
Outdoor spaces: Bearcat Pavilion, Bearcat Plaza, Blegen Lawn, Campus Green, Campus Recreation Center East and West Plaza, Lindner Plaza, McMicken Commons, Schneider Quadrangle, Sigma Sigma Commons, TUC Plaza, Zimmer Roof

Room Use: Sponsoring Department can have access to reserved space 30 minutes before and after program start and end time, unless otherwise arranged with CES.

Room Rental: Sponsoring Department will be assessed a room rental charge for Programs which charge admission, conference/class fees, exhibit fees, or any exchange of fees. Programs scheduled outside of standard building hours will be assessed an hourly fee. Building Hours change per academic schedule.

Facility Logistics / Audiovisual Equipment: Sponsoring Department must provide Program arrangements no later than 10 days prior to start date, including but not limited to: room set up, audiovisual, catering, parking, Rec Center passes, campus debit card, meal plans, and housing. Any changes requested or failure to supply required Program arrangements may result in additional fees. Audiovisual equipment available in classrooms can be reviewed at: https://webapps.uc.edu/UCit/eclassroom/eclista.asp.

Catering: Client must order food, beverages, and linens through ARAMARK's Classic Fare Catering, an exclusive caterer for indoor spaces. Exceptions are granted in cases when catering services cannot provide the menu that is requested. Such requests can be made by contacting CES fifteen business days prior to the scheduled event date. Violations may result in assessment of room rental fee.

Alcohol: Programs with alcoholic beverages passed, served or sold are subject to the below guidelines.
- Alternative beverages and food are required
- Programs may not begin before 11am, last after 1 am, or be longer than five hours
- Program may not be sponsored by alcohol brand manufacturer, wholesalers, distributor and retailers
- Majority of the attendees must be over 21 and identification must be checked

Programs with alcoholic beverages passed, served or sold in the indoor spaces are permitted through the use of liquor license/permit held by ARAMARK’s Classic Fare Catering, an exclusive caterer.

Client must obtain liquor permit through Ohio Department of Commerce, Division of Liquor Control for the Programs where alcoholic beverages are passed, served or sold and attendees directly or indirectly pay for the alcoholic beverages. Client is responsible for the conduct of all persons present.

Final Guarantee: Client must provide final guarantee or food and beverage selection five business days prior to start of Program. Catering order will be billed based on final guarantee or actual numbers, whichever is higher. Violations may result in 10% late.

Fundraising Events: Sponsoring Department may raise funds through homemade items that do not violate UC vendor contracts. All baked goods must be homemade. No dairy products are permitted.

Items for Sale: Sponsoring Department is not permitted to sell food items without a permit from the City of Cincinnati Health Department. No items are permitted to be sold without a vendor’s license.
OUTDOOR EVENTS

**Grounds:** Sponsoring Department will be responsible for obtaining an estimate for all grounds orders. Grounds will supply the number of trash cans and man hours required to clean up based on the estimate.

**Electric:** Sponsoring Department is responsible for contacting CES department to order electric needed for the Program. If a work order has not been placed in advance electric will not be supplied.

**Fire/Grills:** Sponsoring Department must acquire a grill permit in advance by calling Fire Prevention at 513-556-4992. If a permit is not obtained you may be subject to a citation.

**Tents:** Sponsoring Department must acquire tent and dig permits through Fire Prevention and Grounds and Moving Departments. Notice must be given to Conference & Event Services at least 45 business days in advance of Program date. Any changes requested, failure to supply required Program logistics, and property damages will result in additional fees.

**Car Smashing:** Notice must be given to Conference & Event Services at least 45 business days in advance of Program date.