[EXTERNAL OFF CAMPUS]
UNIVERSITY OF CINCINNATI

This Program Agreement made and effective as of the date of last signing (herein the “Effective Date”) by and between ________________ (herein "Client"), a corporation, and the University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, (herein “UC”), on behalf of 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:
Client Name:

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

Exhibits list:

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<th>Exhibit A</th>
<th>Program Management Fee</th>
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<td>Exhibit B</td>
<td>Projected Budget</td>
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Terms and Conditions of Agreement

1) FINANCIAL TERMS

PAYMENT 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) Client accepts full financial responsibility for this Program noted in Exhibits.
   c) Client agrees to pay all direct and indirect Program expenses incurred by CES, including travel, supplies, and advances.
   d) UC will provide Client 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 Client and 0% to CES within 45 days of the date of the final financial statement.

LATE FEES:
   f) Client will reimburse UC for any deficit within 45 days of the date of the final financial statement. Failure to do so within 45 days will result in a late fee as determined by Ohio Revised Code §126.30.

COLLECTION FEES:
   g) In the event that this account must be referred for collection, Client agrees to pay all legal and collection fees incurred by UC.
2) **LIABILITY INSURANCE**
Client agrees to procure and maintain in effect commercial general liability insurance, including personal and bodily injury liability, and contractual liability in an amount necessary to protect itself from any claims arising from activities conducted during the Program, both on the premises of UC or externally.

3) **ADVERTISING**
Client may not use the name or marks of UC in such a manner as would indicate endorsement or co-sponsorship of the event without prior written approval from UC. 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)

4) **INDEMNIFICATION**
Client agrees to indemnify and hold harmless UC from all claims and damages, to the extent of the Client's legal liability, arising from their activities in conjunction with this Program. Client agrees to comply with all applicable Ohio workers compensation laws and hold UC harmless from any damages arising from injury to any worker injured in relation to this Program, other than a worker engaged in paid and full time duties for UC.

5) **FORCE MAJEURE**
Neither party shall be considered in breach of this Agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.

6) **CANCELLATION**
Either party may terminate this Agreement on written notice. In the event that Client cancels this agreement, Client will pay UC for all direct and indirect administrative expenses and contractual obligations that are incurred by UC prior to receipt of notice of cancellation. Client 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

7) **GOVERNING LAW and COMPLIANCE**
The validity and interpretation of this Agreement and the legal relation of the parties to it shall be governed by the laws of the State of Ohio and the United States. In carrying out its obligations under this Agreement, Client will comply with all rules, regulations, laws, and ordinances of the United States, and the State of Ohio.
8) **ASSIGNMENT**
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party.

9) **ENTIRE AGREEMENT**
Unless otherwise specified, this Agreement embodies the entire understanding between UC and the Client for this Program, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

10) **NOTICES**
Any notices required shall be sent to:

FOR THE UNIVERSITY:
Name: __________________________
Conference & Event Services
University of Cincinnati
2766 UC Mainstreet, Suite 265
Cincinnati, OH 45221-0031
event.services@uc.edu

FOR CLIENT:
Contact Name: __________________________
Department: __________________________
Organization: __________________________
Address: __________________________
City, State Zip: __________________________
Contact Email: __________________________

11) **AUTHORIZED SIGNATURES**
Each individual executing this Agreement on behalf of Client and UC represents and warrants that he or she is properly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated by their names.

**FOR THE UNIVERSITY OF CINCINNATI**

Signed By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
Tax ID No: __________________________

**FOR CLIENT**

Signed By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
Tax ID No: __________________________