UNIVERSITY OF CINCINNATI

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 Campus Services, 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 Campus Services 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 Campus Services.
   d) Campus Services 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 Campus Services 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.

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3) CANCELLATION
Either party may terminate this Agreement on written notice. In the event that Sponsoring Department cancels this agreement, Sponsoring Department will pay Campus Services for all direct and indirect administrative expenses and contractual obligations that are incurred by Campus Services 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 Campus Services of such needs for accommodation as soon as they are identified. Sponsoring Department shall copy Campus Services 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) Campus Services 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
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