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), having an office at 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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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:

\textbf{g)} In the event that this account must be referred for collection, Client agrees to pay all legal and collection fees incurred by UC.

\textbf{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.

\textbf{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

\textbf{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.

\textbf{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.

\textbf{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

\textbf{Management fees are scaled as follows:}

\textbf{If canceled 180 or more business days} from the starting date: 50\% of the Program Management Fee
\textbf{If canceled 91 business days – 179 business days} from the starting date: 80\% of the Program Management Fee
\textbf{If canceled less than 90 business days} from the starting date: 100\% of the Program Management Fee

\textbf{Facility room reservations are scaled as follows:}

\textbf{If canceled 30 business days – 15 business days} from the starting date: 50\% of UC Rooms Reserved Rental Fee
\textbf{If canceled 14 business days– 3 business days} from the starting date: 80\% of UC Rooms Reserved Rental Fee
\textbf{If canceled 2 business days or less} from starting date: 100\% of UC Rooms Reserved Rental Fee
Dining Meals Ordered:
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:
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

7) 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”). Client shall do its best to identify in advance any special needs of attendees, and will notify UC of such needs for accommodation as soon as they are identified. Client shall copy UC on correspondence with attendees who indicate special needs as covered by ADA.

8) EMERGENCIES
Client 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.

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

10) FACILITIES TERMS
   a) Client may use Facility only for purposes which are legal and consistent with published University policies.
   b) Client will not injure, mar, or in any manner deface the Facility and any contiguous or surrounding property or permit anyone to do so. Client will pay for all damages to the Facility, including the building, equipment, furniture and other property, except for any damages arising from the acts of UC, its agents or employees.
   c) Client 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) Client 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) Client 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 Client at Facility will be at the sole responsibility of Client. All property belonging to Client will be removed by Client 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 Client.
   g) Client 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
Client's expense, prior to the event. UC may provide emergency medical personnel to be available to spectators of the event at Client's expense, if, in UC's opinion, such services are warranted by the size and/or nature of the event. Client will assume all liability for medical care and transportation provided or contracted by Client.

h) Client 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) Client 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 client provides the chaperones, these chaperones must submit to a fingerprint background check per Ohio Revised Code 2151.86.

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

k) Client will adhere to UC's public safety guidelines for Program.

l) Client is responsible for securing approval for amplification (use of speakers) on campus.

m) Client must adhere to UC's public safety guidelines regarding parking vehicles on campus for deliveries and set up.

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

11) 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.

12) 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.

13) 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.

14) 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

FOR CLIENT:
Contact Name:____________________
Department:____________________
Organization:____________________
Address:____________________
City, State Zip:____________________
15) **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.

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**FOR THE UNIVERSITY OF CINCINNATI**

Signed By: ______________________
Name: ___________________________
Title: _____________________________
Date: _____________________________
Tax ID No: ___________________________

**FOR CLIENT**

Signed By: ______________________
Name: ___________________________
Title: _____________________________
Date: _____________________________
Tax ID No: ___________________________