

# Carnegie Mellon

## HOTEL, BANQUET AND/OR CONFERENCE SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

Hotel, banquet and/or conference center (hereinafter identified as "Provider") services are subject to all reasonable rules and regulations of the hotel or conference center and to the following express terms:

**CONDUCT OF THE EVENT:** University will conduct the event in an orderly manner in full compliance with the applicable laws, regulations and Provider rules. The University shall be responsible for any damage done to the physical premises of the Provider due to the negligence or willful misconduct of the University, its agents, invitees, employees or independent contractors. The University hereby indemnifies and holds harmless the Provider against any and all claims, liabilities costs (including reasonable attorney's fees and whether by reason of personal injury or death or property damage or otherwise) arising out of or connected to the negligence of the University. The Provider hereby indemnifies and holds harmless the University, its officers, trustees, agents, assigns and employees against any and all claims, liabilities costs (including reasonable attorney's fees and whether by reason of personal injury or death or property damage or otherwise) including claims by Provider employees, arising out of or connected to the negligent act or omission or willful misconduct of the Provider, or any non-University related guest, invitee, employee or agent of the Provider or any independent contractor hired by the Provider.

**INSURANCE:** You agree to obtain, at your own expense, and keep in force with an insurance company(ies) that have at least an A.M Best rating (or from similar rating agencies) of an "A-," during the term of our occupancy and use of your premises for our event, and provide us with evidence of the following policies of insurance:

- A. Commercial General Liability insurance, specifically referring to and including Contractual Liability referred to in the indemnification paragraph above, \$1,000,000 Liquor Liability limit, Premises-Operations, Broad Form Property Damage, Premises Medical, Products/Completed Operations, Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence and \$3,000,000 Aggregate; (Note: If a separate Automobile Liability insurance program is not in place for your hired, owned or leased automobiles, this coverage must be endorsed to provide coverage for all non-owned, owned and hired autos;)
- B. Worker's Compensation insurance to statutory limits and Employer's Liability insurance with limits not less than:
  - \$1,000,000 each accident
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit
- C. Automobile Liability insurance covering all owned non-owned and hired vehicles with limits not less than \$1,000,000.00 per accident.
- D. Umbrella/Excess Liability Insurance \$4,000,000

A certificate of insurance which evidences the above insurance requirements shall be faxed or sent to:

AVP- Risk Management  
Carnegie Mellon University  
5000 Forbes Ave.  
Pittsburgh, PA 15213

Fax Number: 412-268-9882

**DEPOSITS AND CANCELLATIONS:** A deposit of a mutually agreed upon amount of the estimated total value of the rooms and/or function may be required (as requested by the Provider) on booking to hold all rooms and/or function space on a definite basis. The remaining balance shall be paid as mutually agreed and set out in writing between the parties, unless credit arrangements have been approved in advance. (See PAYMENT)

The University may cancel the contract in the absence of a breach by Provider, at any time, but, then, shall reimburse Provider for actual, and properly documented, expenses incurred up to the date of such cancellation by the Provider, as a part of the event. Each party reserves the right to cancel the contract without liability when the other party breaches the contract.

**DISPLAYS, DECORATIONS & SIGNAGE:** All displays, signage and/or decorations proposed by the University shall be subject to the prior written approval of the Provider. Such displays must conform in all respects to local, state or federal laws, regulations, ordinances or codes and should be free standing without attachments to walls, ceilings or floors.

**FOOD AND BEVERAGE:** Neither the University nor its guests or invitees will be permitted to bring food and/or beverages of any kind into the Provider's facility or onto the premises without the express written permission of the hotel or conference center.

**FUNCTION ROOMS:** Rooms may be assigned based on the guaranteed guest count, but the Provider may reserve the right to change the designated function room(s), without notification, if the guest count increases or decreases, and/or may negotiate changes in pricing based on the increases or decreases, so long as the new room(s) adequately meet the needs of the University. Where specific function rooms are requested, the Provider will make every effort to provide such rooms, but does not guarantee to do so, so long as any substitute room(s) adequately meet the needs of the University.

**GRATUITY AND SERVICE CHARGES:** A gratuity and service charge, as mutually agreed and set out in writing, as a percentage of the total food and beverage bill may be negotiated by the Provider.

**GUARANTEED ATTENDANCE:** A guarantee of the exact number of guests attending each function must be received from the University's group representative no later than two (2) working days prior to the function date. This count cannot be reduced and will be the basis for a minimum charge. If a number greater than the guaranteed count is served, additional charges will be based on that number. The Provider must be prepared to serve three percent (3%) over the guaranteed count. If no guarantee has been provided in due time, the Provider may assume the guaranteed count to be the number provided in the most recent banquet agreement. It is the sole responsibility of the University group representative to provide the guarantee.

**FORCE MAJEURE:** Neither party shall be liable to the other if causes beyond its control interfere with or prevent its performance including, but not limited to, labor disputes or strikes, government controls or restrictions upon food, beverages or other supplies, travel, transportation, acts of God, or should the Provider cease operations.

**EVENT TIME:** The event shall begin promptly as scheduled, and the event shall be vacated no later than the agreed time. Otherwise, the University shall be liable for any overtime wages and other expenses incurred.

**COMPLIANCE WITH LAWS:** Notwithstanding anything contained in this contract to the contrary, the Provider agrees and warrants that: a) it shall comply with all laws, rules, regulations and ordinances having jurisdiction over it. This shall include, without limitation, all fire, safety and, building codes and all applicable provisions of the federal Americans With Disabilities Act, Pub. L. 101-336, July 26, 1990, as amended; b) it shall, prior to contract signature and acceptance, provide the University with a certification, in the form provided by the University, regarding accessibility to disabled individuals and any deficiencies regarding such accessibility. All applicable laws, rules and regulations shall be applied in assessing accessibility; c) it shall, with regard to any accessibility barriers, provide reasonable accommodations to any University guest or invitee; d) it shall indemnify, defend and hold harmless the University and its trustees, agents, officers and employees from any and all claims, demands, damages, liability, injury, expense and costs, including reasonable attorneys' fees arising out of any lack of compliance, with any laws, rules, regulations or ordinances, as described in this section or any failure to accommodate as described in this section. In case of any action or proceedings brought against the University, its trustees, agents, officers or employees, by reason of any such claim, the Provider, on notice from the University, agrees to defend such action or proceedings by counsel acceptable to the University.

**MENU SELECTIONS:** The menu selections of the University shall be submitted to the Provider at least four (4) weeks in advance in order to guarantee the availability of the items chosen. Room arrangements and all other details pertaining to the function(s) shall be submitted to the appropriate Provider department no later than three (3) weeks prior to the function date.

**PAYMENT:** Unless satisfactory credit arrangements have been made, final settlement shall be paid no later than thirty (30) days following completion of the function, or as mutually agreed to and set forth within the University - Provider/Contract. In the event credit has been established, terms of payment shall be net thirty (30) days upon receipt of final invoice. In the case that a question arises over certain items on the account, all undisputed charges are to be paid within thirty (30) days of the receipt of invoice. Any undisputed balance due is subject to a service charge of 1% per month.

Upon completion of the event, and where billing has been provided by the Provider, it is the University's responsibility to verify, sign and approve all charges on the bill(s). Failure to make such verifications constitutes acceptance of all such charges.

**PRICES:** The per-guest charge set forth in a Provider Agreement is based upon the current market conditions at the time of the function/event. All charges are subject to change in order to match market conditions relating to food, beverage and/or operational expenses arising from unusual circumstances existing at the time when the Provider is to perform its obligation under an Agreement. The Provider shall be entitled to receive such increased charges so as to make reasonable substitutions to the menu or other services being provided, or to make such accommodations as are appropriate. The University hereby agrees to pay such altered prices and accept any and all reasonable substitutions made by the Provider.

**SECURITY:** If required by the mutual agreement of the Provider and the University, in order to maintain adequate security measures in light of the size and nature of an event, the University may provide, at its expense, an agreed upon number of uniformed guards (not to carry weapons), supervisors and ushers (the "Security Personnel"). All Security Personnel shall be either University guards or security personnel or supplied by a licensed guard or security agency, which agency shall be subject to the prior approval of the Provider. The Security Personnel are to coordinate with Provider's regular security force and shall concern themselves only with the access to the space reserved hereunder, restricting their presence to these areas of the premises hereunder.

**NON-EXCLUSIVITY:** This Agreement does not constitute a requirements or exclusive dealing type contract. The University, at its sole discretion, may or may not award multiple agreements and may or may not compete any requirement. The parties hereto recognize and agree that University's needs from time to time fluctuate widely. Provider agrees that University has made no representation, warranty, guarantee, or commitment that University will purchase any minimum quantity of products or services under this Agreement. Provider further agrees that any inventories, residual or otherwise, which Provider may establish or which may otherwise arise from Providers performance under this Agreement shall be at the sole risk and responsibility of Provider and that University has made no representation, warranty, guarantee, or commitment that University will be obligated to purchase all or any part of any such inventories. Performance beyond any limitations established in this Agreement (either financial or term of the agreement) shall be at the sole risk of the Provider, and University shall have no obligation to pay for items or services which exceed funding or contract terms specified in this Agreement. Items or services which exceed the specified funding or contract term shall be deemed to be donations to the University, and the University will have no obligation to return goods.

**TAXES:** The University is exempt from Pennsylvania Sales and Use taxes. A tax exemption certificate will be provided by the University upon request.

**GOVERNING LAW:** The laws of the Commonwealth of Pennsylvania, excluding its choice of law provisions, shall apply to this Agreement. This Agreement

supersedes any previous general agreement(s) executed by the University and Provider.

Provider: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Accepted By: \_\_\_\_\_

(Signature and Date)

Name: \_\_\_\_\_

(Typed or Printed)

Title: \_\_\_\_\_

Carnegie Mellon University

5000 Forbes Avenue

Pittsburgh, PA 15213

Authorized By: \_\_\_\_\_

(Signature and Date)

Name: Gary T. Hayden

(Typed or Printed)

Title: Director, Procurement Services

(HotelBanquetConfProviderTs&Cs-101807)