



Event Services
1200 East Colton Avenue, Redlands, CA 92373
Conference Agreement

Organization: City of Redlands

Conference: Redlands Emergency Services Academy (RESA)

Conference Start Date: Wednesday, July 15, 2015

Arrival Time: 9:00 a.m., Wednesday, July 15, 2015

First Meal: Dinner, Wednesday, July 15, 2015

Estimated Number of Participants: 40

End Date: Wednesday, July 22, 2015

Departure Time: 1:00 p.m., Wednesday, July 22, 2015

Last Meal: Breakfast, Wednesday, July 22, 2015

- I. **PREAMBLE:** This is a letter of contract, hereinafter referred to as "Agreement," by and between the University of Redlands, hereinafter referred to as "University" and the City of Redlands hereinafter referred to as "User."
- II. **RESERVATIONS:** The University of Redlands will reserve only the number of sleeping rooms, meeting rooms, and meal plan reservations as outlined in this Agreement. Should additional meeting rooms, sleeping rooms or meal plans be requested, the User must submit to the University, a written request for the adjustment. Requests for additional rooms will be accommodated on a space available basis. The University will make every effort to accommodate the User's request for additional rooms and will issue an addendum to this Agreement if rooms are available. Deposits, minimum revenue requirements, and other procedures will apply to the adjusted reservation numbers.

All sleeping room accommodations, meeting room accommodations and meal plans as outlined in this contract are being held for User on a first-option basis for the exclusive use of the User. These arrangements will be held for fifteen (15) business days from today's contract date of **May 19, 2015** at which time a counter-signature on this contract and the deposit as outlined in **Section - V. FINANCIAL; 5. Deposit**, are required to secure all arrangements on a definite basis. Should another organization request these dates and be in a position to confirm immediately, the User will be advised and given fifteen (15) business days to reserve on a confirmed basis.

If the counter-signed contract is not received within the timeframe allotted, all arrangements will be automatically released.

All changes to the program meeting space and equipment needs will be handled via a contract addendum and will be considered a part of and adhering to all terms of this Agreement.

- a. **Housing:** Single occupancy rooms, as outlined below, are currently reserved for the User in Brockton Apartments. The University reserves the right to change building and/or space assignments as necessary for University business.

Rate: Daily rate is \$33.00 per person, per night. The University of Redlands agrees to underwrite the expense for housing for the 2015 program.

Brockton Apartments D&E	7/15/15 Wed.	7/16/15 Thurs.	7/17/15 Fri.	7/18/15 Sat.	7/19/15 Sun.	7/20/15 Mon.	7/21/15 Tues.	Totals
Single Occupancy (2 or more beds per room)	40	40	40	40	40	40	40	280
Total Dollar Value:	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$9,240.00

Single occupancy rooms are defined as 1 person staying in an assigned room, no matter the location, or number of beds available in the room. Double occupancy rooms are defined as 2 persons staying in an assigned room no matter the location or number of beds available in the room. The University does not offer a Triple occupancy rate. Should User wish to place 3 people in rooms that have that capacity, User will be charged the Double occupancy rate for each guest in the room. Each bedroom in a Brockton Apartment is billed at the single occupancy rate.

Linens: Linens are not included as a part of this event.

i. Check-in and Check-out:

Check-in is currently scheduled between 8:00 a.m. and 10:00 a.m. at Brockton Apartments.

Check-out is currently scheduled between 5 p.m. and 7:00 p.m. at Brockton Apartments.

Exceptions to the check-in and check-out times and locations must be approved in advance by the Director of Event Services.

ii. Rooming List: A FINAL rooming list of all conference participants must be submitted to Event Services by **July 6, 2015, (7 business days prior to the group's arrival)** and may NOT be reduced after it is received. The FINAL rooming list will include the following:

1. Each participant's first and last names
2. Each participant's arrival and departure dates
3. Each participant's room assignments

The University will provide hall charts and diagrams for the User to make room assignments. Room changes are handled by the User's conference registrar, event planner, or representative and must be reported to the Event Services Department.

All rooming lists must be legible and include participants first and last names. Additions and room changes to the FINAL rooming list may occur without penalty at the discretion of the University of Redlands.

The University may, in its sole discretion, reassign any participant within the residence halls to a room of equal or greater value. The User will not be charged for any room assignment initiated by the University unless it is due to participant behavior as defined in **Section VI. GENERAL; 10. Regulations.**

- iii. Safety Requirements: To meet fire codes and ensure personal safety, room capacities in the residence halls shall be limited to no more than two (2) persons per established sleeping room, unless otherwise designated on floor plans provided by the University. Under no circumstances may attendees sleep on the floor of any dorm room or apartment.
- iv. Right of Entry: The University reserves the right to enter any lodging provided to the User pursuant to this Agreement to inspect the premises for the purposes of maintaining health and safety, for reasonable maintenance inspection, for repair, or in any situation deemed by the University to be an emergency. Under no circumstances shall the University enter a room for any reason other than health, safety, maintenance and repair, emergency, or compliance with University policies without prior notification to the User.
- v. After-hours Housing Services: Any questions or services required during the hours of 7:30a.m. to 11:00p.m. will be handled by Event Services at 909-748-8116. From 11:00p.m. to 7:30a.m., all calls for assistance should be made to Public Safety at 909-748-8888.

All campus phones are for local calls only. All other calls should be made using the participants' personal cell phone or other personal communication tools.

III. **MEETING FACILITIES:** The University will provide the following meeting facilities:

8:00 a.m. to 5:00 p.m. – Wednesday, July 15, 2015 to Wednesday, July 22, 2015
Classrooms TBD

8:00 a.m. to 5:00 p.m. – Wednesday, July 15, 2015 to Wednesday, July 22, 2015
Outdoor Basketball Courts

5:00 p.m. to 9:00 p.m. – Wednesday, July 22, 2015
Casa Loma

Total Anticipated Rental Fee: \$2,100.00 – University of Redlands agrees to underwrite the facility rental fees for 2015.

User will submit room set-up specifications and/or diagrams of all needed facility set-ups by **July 6, 2015 (7 business days prior to event start date)**.

The University reserves the right to move functions into comparable and adequate rooms other than those outlined above. Although every effort will be made to avoid moving a group, and every effort will be made to contact the User in advance, the University reserves the right to move the group without advance notification or approval from the User group.

The University of Redlands reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space, due to inclement weather (including excessive heat and/or poor air quality), construction or other unforeseen circumstances. In the event a function is moved, the University agrees to provide adequate notice (whenever possible), direction, and assistance.

IV. **DINING SERVICES:** The University has a contract with Bon Appétit Management Company for all food and beverage services on campus. No external food or beverages may be brought on campus.

- a. **Standard Meals:** Prices below reflect the standard meal package in our Dining Commons. Bon Appétit needs a guarantee of 50 guests to open the Dining Commons. If your group is below 50 guests there may be a surcharge on each meal. A surcharge will be determined based on your guest numbers, along with other conference groups eating during your stay. Please contact the Director of Event Services for more information on possible surcharges. Should your group wish to hold a catered event, menus and pricing for those activities will be provided by Bon Appétit Management Company.
- b. **Dining Hours:** Breakfast: 7 – 8:30am Lunch 11:30am – 1pm Dinner: 5 – 6:30pm
- c. **Preliminary Meals Ordered:** User has ordered the following meals:

Day, Date	Breakfast	Lunch	Dinner	Total
RATES	\$8.00*	\$ 11.00	\$11.00	
Wednesday, July 15, 2015	0	0	40	40
Thursday, July 16, 2015	40	0	40	80
Friday, July 17, 2015	40	0	40	80
Saturday, July 18, 2015	40	0	40	80
Sunday, July 19, 2015	40	0	40	80
Monday, July 20, 2015	40	0	40	80
Tuesday, July 21, 2015	40	0	40	80
Wednesday, July 22, 2015	40	0	0	40
TOTAL DOLLAR VALUE:	\$2,240.00	\$0.00	\$3,080.00	\$5,320.00



User will submit a **FINAL guarantee for all standard meals in writing to Event Services by July 6, 2015 (7 business days prior to the scheduled event)**. Should your numbers increase after the guarantee has been given, contact Event Services to update. Numbers for meal cards may not be reduced once this list is received for any reason including:

- i. Attendees do not show-up.
- ii. Additional meal events (catered or standard meal plans) are ordered which change the number of actual participants in either a standard meal plan or a catered event by the **FINAL** guarantee date listed above.

Meals cards will be supplied by the University to the User. These cards are computer programmed for the dates and meals outlined in the User contract. If a meal card is lost, Event Services must be notified immediately to cancel the card and have a new card issued.

DCB cards may be issued at the User's request. DCB cards are like debit cards. They have a specific value associated with the card. The User will only be charged for the value of the food charged to that card. If you wish to order DCB cards, please notify Event Services of the number of cards ordered and the dollar value to be placed on each card.

- d. Catered Meals: Services for catered events are also handled through Bon Appétit Management Company. The University does not accept responsibility for catering arrangements. User will be responsible for working directly with Bon Appétit Catering on all the details of the meal service, including the User's financial obligation for the event.

It is the responsibility of the User to notify the University as to which meals will be provided in the Commons and which meals will be handled through a private catered event. Under no circumstances will the University accept responsibility for miscommunication or overlap of guaranteed numbers as they relate to meal cards and/or catered events. User accepts all responsibility for guaranteed numbers given for either meal cards or catered events.

V. FINANCIALS:

- a. Initial Projection: The initial projection for the User group is:
Sleeping rooms - \$9,240.00, as outlined in **Section II. RESERVATIONS; a. Housing**
Facility Rentals - \$2,100.00, as outlined in **Section III. MEETING FACILITIES**
Meal plans - \$5,320.00, as outlined in Section IV. DINING SERVICES; c. Preliminary Meals Ordered
Sub Total- \$16,660.00

The University of Redlands will underwrite the cost of housing & facilities fees for this program equal to \$11,340.00.

***Bon Appétit has agreed to underwrite the cost of breakfast each day, only if the kitchen is already open with other paying groups, as already confirmed for 2015 = \$2,240.00.**

RESA Program will be responsible for the cost of dinners, linens (if needed) and any additional expenses = \$3,080.00 (estimate).

- b. Minimum Revenue Requirement: User will be billed a **Minimum Revenue Requirement** which is determined by adding the total dollar value of the rooms reserved in **Section II. RESERVATIONS; a. Housing**, the meal plans reserved in **Section IV. DINING SERVICES; c. Preliminary Meals Ordered** and the facilities reserved in **Section III. MEETING FACILITIES** which equals the **Minimum Initial Projection**, and multiplying this figure by 75% which equals **\$2,310.00**.

User understands and fully accepts the Minimum Revenue Requirement due to the University no matter the actual number of attendees. Final invoices will be calculated based on the criteria detailed below, and will be whichever is greatest of the following:



- i. The Minimum Revenue Guarantee (if less than 75% of your commitment is reached), plus Additional Charges as outlined in **Section V. FINANCIAL; c. Additional Charges**. Under no circumstances with the User be charged less the **Minimum Revenue Requirement**.
 - ii. The FINAL rooming list, FINAL meal service request and FINAL facility rental total if greater than actual numbers, plus Additional Charges as outlined in **Section V. FINANCIAL; c. Additional Charges**
 - iii. The actual number of attendees, actual number of meal service cards issued and actual facility rental fees if higher than FINAL numbers guaranteed, plus Additional Charges as outlined in **Section V. FINANCIAL; c. Additional Charges**.
- c. **Additional Charges:**
- i. **Housing:** The University of Redlands reserves the right to charge User a \$50.00 per day late charge for each day beyond the FINAL rooming list/cut-off due date until the User's rooming list is received.
 - ii. **Meeting Facilities:** Rental fees include set-up and take-down service for the meeting space(s) listed in **Section III. MEETING FACILITIES**. Costs listed for meeting space and standard equipment are the expected charge(s) based on the described services. Actual charges to the User may vary if labor charges result from additional/modified set-ups and/or take-down, additional services are requested, rental equipment is provided, or damages occur as a result of any program participant, staff, guest, or associate. Failure to submit set-up needs by the deadline date as outlined in **III. MEETING FACILITIES** will result in a \$50.00 per day late fee for each day beyond the due date listed above that we do not receive your set-up requirements.
 - iii. **Catering:** User accepts full responsibility for all charges associated with any catered event ordered by User. As a courtesy to the User, catering charges will be added to the final invoice.
 - iv. **Pool/Fitness Center Passes:** Pool passes are available at a cost of \$5.00 each for the duration of the User's stay. Fitness Center passes are available at a cost of \$5.00 each. Both types of passes are contingent upon the facilities being available and open during the posted hours for general public usage. **Fitness Center usage is restricted to persons 18 years or older.**
 - v. **Additional Equipment/Services:** Equipment or Services ordered through the University including A/V equipment, IT Services, Printing Services and Outdoor Programs equipment will incur additional charges.
 - vi. **Lost Keys:** Keys not returned during check-out or within 24 hours after check-out will be assessed a fee of \$50.00 each for a dormitory room key and \$50.00 for an exterior door dormitory key.
 - vii. **Damages:** Labor and materials necessary to replace any missing items or to repair damages to the premises caused by the User or any of the User's participants will be billed the actual charges to restore the premises to their condition before the scheduled event.
 - viii. **Rentals:** User accepts financial responsibility for all equipment rentals obtained on behalf of the User by the University through external vendors.
- d. **Cancellation:**
- By the University**
The University has no right to cancel or terminate this Agreement except for cause.
- By User**
User agrees that it has no right to terminate or otherwise cancel its obligations under this Agreement except for cause. If User does cancel this Agreement, User agrees to notify the University in writing of any decision to cancel. In addition, if a cancellation occurs for causes other than specified herein, the parties agree that:
- i. It would be difficult to determine the University's actual loss.
 - ii. The highest dollar amount in the chart set forth below reasonably estimates University's loss for a last-minute Cancellation. User therefore agrees to pay the University, within 30 days after receipt of invoice, as liquidated damages and not as a penalty:

Cancellation Date:

Liquidated Damages Due:

6 months, less one day to 90 days prior to event
89 days or less prior to event

50% of Initial Projection. This amount is \$1,540.00.
Total Minimum Revenue Requirement as
outlined in Section V. FINANCIAL; b. Minimum
Revenue Requirement. This amount equals
\$2,310.00.

As an additional accommodation to User, University agrees that, to the extent that the University is able to "resell" any sleeping rooms and/or function space, the Cancellation Fee will be reduced by the amount of the Agreement received for the same space over the same dates.

- e. Payment Schedule: The University will mail to the User a final invoice within 30 days after the conclusion of User's event for charges associated with the conference. Failure to pay the balance due as stated on the Final Invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 12% per annum. Late fees will be calculated from the first calendar day following the "due date" noted on the Final Invoice until the date the payment is received.

The University will mail to the User a final invoice within 30 days after the conclusion of User's event for charges associated with the conference. Failure to pay the balance due as stated on the Final Invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 12% per annum. Late fees will be calculated from the first calendar day following the "due date" noted on the Final Invoice until the date the payment is received.

Final payment may be made by credit card or a check (made payable to "University of Redlands"). Payment should be returned to the following address:

University of Redlands
Event Services Department
1200 E. Colton Ave.
Redlands, CA 92373

Questions regarding billing should be addressed with the Director of Event Services at 909-748-8133.

- f. Refunds: Request for refunds should be made in writing to the Event Services Department. The University is unable to provide refunds for cancellations (except to the extent that User's payment for scheduled event exceeds any liquidated damages, as outlined in Section V. FINANCIAL; 4. Cancellation), "no shows" or early departures. Any eligible refund(s) to the User or the User's participants will be processed within 4-6 weeks of reconciliation and will be disbursed to the User in the form of a University check.

VI. GENERAL:

- a. American with Disabilities Act (ADA)

The University shall be responsible for compliance with the ADA with respect to:

- i. The University's policies, procedures, and eligibility criteria.
- ii. Architectural, communications, and traffic control of the University, other than barriers created by or within the control of User, its agents, representatives, or contractors.
- iii. The provision of wheelchair seating spaces in assembly areas.

User shall be responsible for compliance with the ADA with respect to:

- i. User's policies, practices, procedures, and eligibility criteria.
- ii. The provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of user, including function space listed in this Agreement.
- iii. Transportation for attendees between facilities utilized by User group.

A limited amount of adapted housing for the disabled is available; however, it may not be located within the same building to which the User has been assigned. If ADA housing is needed, then the User must notify the University as soon as possible to see if ADA housing is available. Pricing for ADA housing shall be at the prevailing rate for the group.

- b. **Participant Orientation:** To assure that adequate information is available for University staff and User's participants, the User will submit a copy of the final written event/program schedule to the Event Services Department no later than June 15, 2015 (30 days prior to the start of the conference).

User must arrange for a meeting with all of User's participants to inform their group of all University policies and procedures prior to conference check-in.

- c. **Internet:** Requests for wireless access for User and User attendees while on campus must be submitted, in writing, by **July 6, 2015, (7 business days in advance of your arrival)**. Failure to submit a request will result in inability to provide access to the campus wireless system network.

Wireless internet capabilities are available in dorm rooms and classrooms at no additional cost. Wireless services in dorm rooms is provided for the convenience of the guest, but is not guaranteed. Depending upon location, service may be limited. All classrooms and meeting rooms provide wireless internet access.

Internet access is also available in our Computer Lab and the Library during summer operation hours. Children under the age of 18 may not be left in any computer lab facility without supervision. All children under the age of 18 must have an adult supervisor present in the lab at all times.

The campus wireless network is now a common means for the University community to access the Internet, view videos, obtain news, as well as use other services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks thus making secure access to the wireless network very important. Therefore, all wireless internet access needs of the User group must be coordinated through the Event Services Department in advance of the program start date.

The University accepts no responsibility for the safety of information downloaded by any individual associated with the User group. All downloads are done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User attendees.

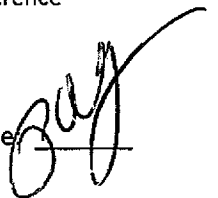
- d. **Packages:** User will inform the University of Redlands of any materials being shipped to the campus in order to coordinate receipt of all packages. All shipping labels must have the following information, in addition to the designated mailing address for proper handling:
- i. Group name
 - ii. Arrival Date/Departure Date
 - iii. Attention: Contact name

PLEASE CHECK WITH THE UNIVERSITY BEFORE SHIPPING PACKAGES TO CONFIRM THAT THE CORRECT SHIPPING ADDRESS IS BEING USED.

Do not send materials more than five (5) business days prior to the arrival date, as the University has limited storage space. Charges will be assessed for storing or moving these materials. Items received more than 5 (five) business days in advance of your event will be returned at the User's expense. Also, at the User's own expense, arrangements must be made for the return shipping of any surplus materials. The University of Redlands reserves the right to discard any materials not removed within fourteen (14) days after your scheduled departure date. The University of Redlands is not responsible for mislabeled packages, lost packages, or damages to items shipped, or left for pick-up to/at the University.

- e. **Personal Property:** The University assumes no responsibility for loss, theft, or damage to personal property belonging to the User or to any of the User's participants. Participants who believe they have left personal effects behind may contact the Event Services Department. If the item is found, it may be claimed in person by describing the item (i.e. – color, brand name, identifying marks, etc.).

While the University attempts to return personal effects to their proper owners, it cannot assume responsibility for any item found in a facility. To prevent loss, participants should reclaim their personal effects from the University as soon as possible. The University cannot hold items longer than 14 days after the last day of conference residency.



The University **will not** send items through the mail C.O.D. All shipping charges associated with the return of property to the User or a User attendee will be the responsibility of the individual. The University will not assume the cost of shipping any item back to its original owner/location.

- f. **Parking:** Vehicle parking on University property is governed by the University's Public Safety Office and the Redlands Police Department. All conference parking will be subject to guidelines established by those offices. Parking permits are not required, but all state and local parking policies must be followed.

User attendees assume all responsibility for vehicles parked on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property.

- g. **Publications and Sales:** Before the User prints or distributes any publication or other material in which the University facilities and/or services are mentioned, or in which any University facilities are pictured, User must send a draft of such proposed publication to Event Services for written approval in order to ensure that University services and facilities are properly represented.

The name "University of Redlands" as well as all University logos and trademarks are the sole property of the University. These may not be used without prior consent from Event Services.

Before the User attempts to sell any merchandise on University property, the User must first obtain written approval from the University through Event Services.

- h. **Supervision:** All groups whose participants are under the age of 18 must adhere to the following:
- i. User must provide adult, live-in advisors at a ratio of at least one adult advisor for every ten (10) participants.
 - ii. User must provide adequate training and orientation for these advisors.
 1. User must arrange for an orientation session upon arrival of live-in advisory staff for them to meet with the University's representative prior to participant's arrival.
 2. The duties of advisors shall be clearly and explicitly defined and must include the following minimum duties:
 - a. Knowing participants to the extent that they can be identified and called by name. Assisting them with problem solving and accounting for their presence, health and safety.
 - b. Being present and available and actively monitoring participant activity in **ALL CAMPUS LOCATIONS at ALL TIMES** when participants are present.
 - c. Enforcing User's rules and those of the University as stated in **Section VI. GENERAL; 10. Regulations** in this Agreement.
 - d. At check-in, the User must provide the University with the name(s) and phone number(s) of the adult sponsor(s) responsible for the User's participants at the University. Additionally, User must provide the University with a 24-hour contact number for a designated live-in advisor for the group. While this responsibility may be shared by all of the User's, live-in advisors through the use of a shared pager or cell phone, one person must be designated to respond at that number at all times.
- i. **Medical Consent Forms:** Prior to check-in, the User must have in its possession, medical consent forms for all participants under the age of eighteen (18). These forms must be signed by the participant's parent or legal guardian. An authorized medical consent form is required before medical treatment can be administered to any minor. All decisions regarding medical treatment for any of the User's participants are the sole responsibility of the User and the User's live-in advisors.
- j. **Regulations:** The User and User attendees must comply with all applicable federal, state, and local laws and all University housing regulations while on University property. User will inform all attendees of the following regulations. Additionally, User will consistently enforce these regulations as well as any additional rules and regulations established by the User for their attendees. Attendees failing to adhere to User's rules or to those of the University will be removed from the residence hall(s) and/or dismissed from participation in activities on University property.

- i. Alcoholic Beverages: The possession or consumption of alcoholic beverages by anyone under the age of twenty-one (21) is prohibited by California law and is not allowed on University property. **Alcohol is not permitted in the residence halls.** Any alcohol consumed on campus is handled through the catering office. Violation of this Agreement may result in the immediate removal of the participants from the residence hall at the University's sole discretion.
- ii. Bicycles: Bicycles may not be brought into or kept in residence halls. Ample parking for bicycles is available near each residence hall. The University is not responsible for the security of bicycles. Motorbikes are not permitted inside any building.
- iii. Children: Children of participants and all participants under the age of eighteen (18) must be accompanied and supervised by an adult at all times.
- iv. Cooking/Appliances: Participants may not bring their own refrigerator or microwave. Participants may bring and use in their rooms, coffee makers with an automatic shut-off. Appliances which have an open coil or use hot oil are not allowed in residence hall rooms.
- v. Damages: User is responsible for all damages caused by User or User attendees. Should damages occur, the University will attempt to provide an opportunity for the User to confirm the situation. It is the User's responsibility to collect all charges from the attendee(s) responsible for the damage.
- vi. Drugs: Attendee involvement in the use, possession, distribution, or sale of illegal drugs or narcotics is strictly prohibited, including the use of medical marijuana whether a medical marijuana card is issued or not. Non-compliance by anyone associated with User event will result in immediate removal from the residence hall, and dismissal from participation in activities on University property. The University operates under a no tolerance policy and will also report any instances of substance abuse, possession, or sale to local law enforcement for possible prosecution.
- vii. Elevators: Elevators exist in some University facilities for the convenience of participants and their guests, and mainly those with disabilities. Elevators must be used properly. Misuse may result in temporary loss of service and/or a service charge for repairs resulting from that misuse. Notify a University staff member immediately if an elevator failure occurs.
- viii. Fire Safety: All University facilities are equipped with fire safety systems. All attendees must evacuate the building immediately when the fire alarm sounds. Maps describing evacuation routes are posted within each facility. User should familiarize all attendees with these routes. Misuse or damage to fire safety equipment (sprinkler systems, smoke detectors, fire alarms, pull stations, fire extinguishers, and fire hoses) is strictly forbidden and will result in damage charges to the User and to prosecution.
- ix. Food: (outside of the Dining Hall). The University strongly discourages food and soft drinks in the dormitories, classrooms, and meeting venues that do not have kitchens. Food and sugar-filled sodas attract ants and cockroaches. The 100+ year old campus is located on the site of former citrus groves. There is a massive ant population which is immediately drawn to open food and soda containers. Crumbs also draw these insects from other areas. It is not unusual for ants to be found on the 3rd floor of dormitories and classrooms. The University sprays routinely for these pests. Your support and diligence in observing this regulation will help make your visit an enjoyable one.
- x. Gambling: Gambling of any nature is strictly prohibited on University property.
- xi. Language: The use of foul language and profanities is discouraged at all times. The University hosts many groups with diverse backgrounds. Courtesy towards others, both within the User's group and between the User's group and others is expected at all times.
- xii. Misconduct: The University reserves the right to evict any person or persons whose conduct is unacceptable by University standards.
- xiii. Pool Etiquette/Safety Rules: The University pool is used by all faculty, staff, students and guests of the University. It is expected that all users are respectful and courteous at all times. Safety rules are clearly posted at the entrance. All rules must be followed at all times. Failure to follow established safety procedures will result in a cancellation of pool privileges with no refund of the pool pass fees.
- xiv. Public Safety:
 1. University staff may enter any room, including any guest room, for the purpose of maintaining health and safety, for reasonable maintenance inspection, for repair or in any situation deemed by the University to be an emergency.
 2. University staff will require participants to remove any pet, bicycle or any item deemed by the University to be either hazardous or inappropriate to a group living environment that is brought into the residence halls.
 3. For emergency situations, Public Safety should be called at 909-748-8888 from a cell phone or x8888 from an internal University phone.

- xv. Pets: No pets of any kind may be brought into or kept in a University facility, with the exception of certified service animals. Prior notification of the need of service animals is requested.
- xvi. Quiet Hours: Quiet hours in all shared-use housing facilities are 9:00 p.m. to 9:00 a.m. daily. Radios, televisions, stereos and other such equipment must be operated so as not to disturb other guests in the building. This is to be observed by all attendees to ensure a peaceful and comfortable living environment.
- xvii. Room Inspection: All residence hall rooms are carefully inspected to ensure proper care and maintenance both before and after occupancy. If a maintenance problem should arise, please report it immediately to the Event Services Department.
- xviii. Smoking: Smoking is prohibited in all University facilities, including residence halls. Designated smoking areas are outside.
- xix. Visitation: All non-resident visitors within a residence hall are required to be escorted **at ALL times** by a residence escort. University staff may require the User to request any participants or group of participants to leave the residence hall(s) and/or University property if regulations/procedures specified in this Agreement are violated.
- xx. Windows: Window screens, where provided, are not to be removed for any reason. User will be charged for each window screen removed or damaged.

VII. **FORCE MAJEURE**: If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, epidemic, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

VIII. **INSURANCE**: The User shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of the University as described below.

- a. Commercial General Liability Insurance for personal bodily injury, wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- i. Each Occurrence \$1,000,000
- ii. Products/Completed Operations Aggregate \$1,000,000
- iii. Personal and Advertising Injury \$1,000,000
- iv. Sexual Misconduct

If in connection with this Agreement, User or invitees of User will include persons under the age of 18, then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment) with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Note: If the General Liability coverage has any sub-limits or exclusions inconsistent with the above that apply to coverage for sexual misconduct the Certificate of Insurance must define those limits or exclusions.

- v. General Aggregate \$2,000,000

- b. The User must provide a Certificate of Insurance or other evidence of insurance satisfactory to the University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraph A above:

- i. By endorsement, the policy must reflect, "the University of Redlands, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to the activity and/or operations under this Agreement."
- ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance carried or maintained by the University.
- iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the User, its officers, agents, or employees.
- iv. By endorsement, the policy must reflect Waiver of Subrogation in favor of the University.
- v. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.

- c. Insurance maintained by the User shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the University. The User herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- d. It is agreed herein that the coverage, limits, and conditions referred to under i., ii., iii., iv., v. above shall not in any way limit the liability of the User. The User shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
 - i. Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage. The Certificate of Insurance must reflect wording as follows: "Should any of the described policies be cancelled or coverage and/or limits reduced or materially altered prior to the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."
 - ii. The above-described Certificate of Insurance will be due in the Conference Services Office by **June 15, 2015**.
- e. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.

The User shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to User in connection with this Agreement.

- IX. **INDEMNIFICATIONS:** User hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind shall be tolerated on the University of Redlands campus.

User shall defend, indemnify and hold harmless the University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of User, User's guests, or User's service providers.

User, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

- X. **DISPUTE RESOLUTION:** In the event that a dispute arises under this Agreement, the following dispute resolution procedures will be followed. This Agreement will be governed by the laws of the State of California, as applied to contracts made and to be performed in California.

Arbitration

- a. All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.
- b. Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.
- c. Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.
- d. Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.

- e. Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence, and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.
- f. The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.
- g. The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

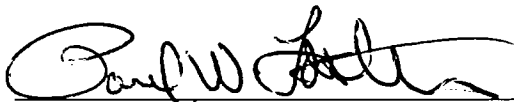
XI. **NON-DISCRIMINATION:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

XII. **ENFORCEMENT:** The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

XIII. **ENTIRE AGREEMENT:** This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and User with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and User guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither User nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party.

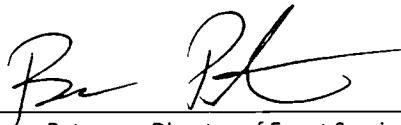
XIV. **MUTUAL AND BINDING AGREEMENT:** This Agreement, when signed and dated below by the respective authorized representatives of University and the User will be considered in force and legally binding on both parties.

The person(s) signing this Agreement shall have the authority to bind their respective organizations and agree to the terms and conditions herein.



Paul W. Foster, Mayor
City of Redlands

Date: 5/19/15



Becca Petersen, Director of Event Services
University of Redlands

Date: 5/20/15

ATTEST:



Sam Irvin, City Clerk