UNIVERSITY RESIDENCES CONFERENCE SERVICES
FINAL LETTER OF AGREEMENT APPENDIX

MEALS
Minimum meal serving hours will be as follows:

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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Monday - Sunday</td>
<td></td>
</tr>
<tr>
<td>Breakfast</td>
<td>6:30 a.m. – 8:30 a.m.</td>
<td></td>
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<tr>
<td>Lunch</td>
<td>11:00 a.m. – 1:00 p.m.</td>
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<tr>
<td>Dinner</td>
<td>5:00 p.m. – 6:30 p.m.</td>
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MEAL RATE
The cost for breakfast, lunch, and dinner is $25.25 (Breakfast - $6.25, Lunch - $9.50, Dinner - $9.50) per person per day + State Sales Tax

Food or beverage (of any kind) served in University Residences must be ordered and provided by Purdue Dining & Catering. Outside food or beverage is not permitted. All catered events must be serviced via a campus approved vendor. Further, Coca Cola retains the pouring rights on campus and must be used for beverage service.

LEVEL OF SERVICE

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Prepared Room and Bed Made With Linen at Check-in</th>
<th>1 Towel and 1 Washcloth at Check-in</th>
<th>Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Service</td>
<td>X</td>
<td>X</td>
<td>Daily exchange will be available at designated area(s).</td>
</tr>
</tbody>
</table>

*For all conferences staying longer than 7 days, a weekly exchange of linen will be provided.

MISCELLANEOUS NOTES

- All conference groups are expected to pay the 7% Indiana Sales Tax and 5% Innkeepers Tax on the daily housing rate and 7% Indiana Sales Tax on all dining services. Neither Indiana Sales Tax nor Innkeepers Tax will be applied to housing costs for groups staying 30 or more nights. However, 7% Indiana Sales Tax is applicable towards dining services and will be charged accordingly.
- All rates quoted are per person.
- All conferees and guests must be appropriately dressed when entering the dining services area. This includes wearing shirt and shoes at all times in the dining facilities. No exceptions will be made.
- No AC units may be brought into any University Residences hall.
- Keys lost or not returned will result in a $35.00 replacement charge. The master account will be charged if UR Conference Services is unable to collect the lost key fee from the participant directly.
- Your organization assumes final responsibility for the collection and/or payment of all damages and/or losses resulting from any incident (including but not limited to theft) from the rooms and public areas for which your organization has arranged. Opportunity to verify the extent of damages will be provided. An attempt will be made to determine the date and time damages occur.
- University Residences is bound by the Federal Copyright Act (Title 17, United States Code, Public Law 94-553, 90 Stat. 2541) which governs how copyrighted materials, such as movies, may be utilized publicly. Conferences showing any movie within University Residence must obtain written
authorization and approval from UR Conferences Services. Failure to obtain authorization and approval may result in assessed fines.

- Purdue University implemented a new policy for visitors staying within University Residences, specifically as it relates to adult leaders/chaperones of youth visitors. A background check must occur for all adult leaders/chaperones via the National Sex Offenders Database. It is the hosting groups’ responsibility to complete this background check on any adult that is in charge of youth living on our campus. The National Sex Offender Registry website below for you to complete this process. University Residences has taken the appropriate measures to ensure that all conference staff working for and residing in residence halls has completed this process.

[http://www.nsopw.gov](http://www.nsopw.gov)

**RESERVATION GUARANTEES FOR HOUSING, DINING SERVICES, AND MEETING SPACE**

The estimated number of attendees for housing and dining service is specified at the time a calendar form is submitted.

A final guarantee must be given no less than ten business days before the conference check-in date. Conferences exceeding 2500+ attendees are required to submit final guarantees and housing rosters no less than 30 days prior to arrival. This guarantee shall include the total number of people requiring housing during the conference as well as the number of commuters requiring dining service.

Any “no shows” are billed to the conference for one night’s room and tax. Any changes, substitutions, edits, etc. to the housing roster after the guarantee date will incur a $10 per change fee.

If no guarantee number is provided ten business days prior to check-in, then the conference is responsible for payment of the estimated number provided on the original calendar form or the Letter of Agreement, whichever document is more current. The final guarantee number for dining service must equal the final housing guarantee number (except when dining service for commuters is added to the guarantee number).

Billing for dining services is based on the number served, the final guarantee, or the number of participants on the housing roster; whichever is greater. If a food order is canceled after the final guarantee, but more than 24 hours prior to the event, a charge of 50% of the total quoted event price will be made to the conference program. If a food order is canceled 24 hours or less prior to the event, a charge for 100% of the total quoted event price and labor will be charged to the conference.

The University Residences Conference Services Office retains the option to re-assign housing and dining service to an alternate location if necessary. University Residences Conference Services personnel will notify the Conference Chairperson of any changes at least ten business days prior to the start of the conference, whenever possible.

**DEPOSIT AND CANCELLATION/FEES POLICY**

For non-University customers, a deposit in the amount of 50% of the estimated bill must be paid by check no later than 60 days prior to the conference check-in date.

University Departments must provide a valid account number at the time of the planning meeting, which will serve as a deposit commitment and will be bound by University policy to the same commitments as non-University customers.
The following schedule provides the financial assessment if applicable for meeting space, housing, and meals if a conference cancels:

<table>
<thead>
<tr>
<th>Period</th>
<th>Assessment</th>
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<tbody>
<tr>
<td>12 months prior</td>
<td>No assessment</td>
</tr>
<tr>
<td>9-12 months prior</td>
<td>25% assessment</td>
</tr>
<tr>
<td>6-9 months prior</td>
<td>50% assessment</td>
</tr>
<tr>
<td>3-6 months prior</td>
<td>75% assessment</td>
</tr>
<tr>
<td>Less than 3 months prior</td>
<td>100% assessment</td>
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</table>

REFUNDS

No refunds will be made to the conference if individual participant cancellations occur within five business days prior to check-in day. Individual participant refunds will only be made for emergency and/or health reasons, when approved by the Conference Chairperson and the Director of Operations & Conferences.

TERMS AND CONDITIONS

I. PAYMENT: The payment for the total cost of services provided under this agreement in addition to any damages or key charges is due within 30 days of receipt of final bill. Clients will have 10 business days after receiving the final bill to confirm payment.

II. REGULATIONS (Adult – over 17 years of age)
   A. All adult attendees must comply with all applicable federal, state, and local laws and all University statutes and regulations while on our campus. The consumption and/or possession of alcoholic beverages in Purdue University Residences are prohibited.
   B. The Chairperson is responsible for all damages caused by its attendees. Should damages occur University Residences will provide information concerning the location of damages and the date/time of occurrence, whenever possible.
   C. All emergency medical procedures must be clearly defined for attendees prior to check-in of the conference. A copy of these arrangements needs to be provided to University Residences.
   D. The following are prohibited in/on University Residences premises: smoking (except for designated areas), gambling, alcohol, drugs, firearms, and weapons. University Residences policy towards the mentioned items is zero tolerance. Further information is available online at www.housing.purdue.edu.
   E. Violation of zero tolerance policies will result in immediate removal from University Residences facilities.

III. REGULATIONS (Youth – over 10 years of age)
   A. All youth attendees must comply with all applicable federal, state, and local laws and all University statutes and regulations while on campus. Further information is available online at www.housing.purdue.edu. Youth are not permitted to share sleeping rooms or restrooms with adults.
   B. Every youth attendee (under 18 years of age) unaccompanied by a parent must have in possession prior to check-in, a medical release for hospital treatment or treatment by a physician signed by one of the attendee’s parents or legal guardian. Medical documentation stays on file with the conference chairperson and/or coordinator.
   C. The following are prohibited in/on University Residences premises: smoking (except for designated areas), gambling, alcohol, drugs, firearms, and weapons. University Residences policy towards the mentioned items is zero tolerance. Further information is available online at www.housing.purdue.edu.
   D. Violation of zero tolerance policies will result in immediate removal from University Residences facilities.
E. The Chairperson is responsible for all damages caused by its attendees. Should damages occur University Residences will provide information concerning the location of damages and the date/time of occurrence, whenever possible.
F. All emergency medical procedures must be clearly defined for staff and youth attendees in advance of the conference. A copy of these procedures must be submitted to the residence hall in which your group is living.
G. The Chairperson is responsible for maintaining the medical release forms. The Chairperson, at check-in, will provide University Residences Staff the name of the person holding the medical release forms.
H. It is essential to define and enforce a set of behavior standards for youth attendees that are clear and explicit. The standard must include:

1. All youth attendees must be in their assigned University Residence no later than 11:00 p.m. and in their assigned room no later than 12:00 midnight. Exceptions to the above timeline must be arranged with University Residences prior to arrival. Individual groups can be more restrictive in setting hours. The enforcement of these hours is the responsibility of the sponsored organization.
2. Quiet hours, which may be established by the Chairperson, must begin no later than 7:00 p.m. and end no earlier than 7:00 a.m. There are 24-hour courtesy hours in effect at all times.
3. Visitation standards prohibit coeducational visitation in youth attendees’ rooms.
4. Defined behavior conditions under which youth attendees must leave the hall (i.e.: violation of zero tolerance policies).
5. Proper behavior at mealtimes in our dining rooms and at all times when in conference facilities.
6. One staff member (over 17 years of age) for each 10 youth attendees in the dining hall to supervise behavior.
7. Instructions for conference youth and staff to cooperate with requests from University Residences Staff in the performance of their responsibilities and duties.
8. It is the responsibility of the Chairperson to clearly articulate and outline these expectations to the youth attendees prior to conference check-in.
9. A copy of these standards must be submitted to University Residences staff at least ten business days prior to the group’s arrival on the campus.

I. A mechanism, by which each youth attendee can be immediately identified as an attendee of the conference, must be provided (for example: a T-shirt or nametag). It is required that all youth attendees wear or carry the identification at all times while in University Residences and while on campus.
J. Live-in staff must be provided at a ratio of at least 1 live-in staff for every 10 youth of each gender. Adequate training and orientation for staff must be provided. A meeting with the Chairperson, staff, and a housing representative is required upon arrival and prior to checking in to University Residences. The duties of staff shall be clearly and explicitly defined. Minimum duties must include:
   1. Knowing youth to the extent they can be identified and called by name, assisting them with problem solving, and accounting for their presence, health, and safety at various intervals during the day.
   2. Enforcing your conference rules and terms stated in this agreement.
K. A copy of instructions for the conference staff must be provided to University Residences at least ten business days prior to the scheduled check-in date.
IV. UNIVERSITY LIABILITY: Purdue University assumes no responsibility for any property of the conference or any of its attendees, which is lost, stolen, damaged, or destroyed in University Residences at any time including, but not limited to, periods when the attendees are not in the building.

V. INDEMNIFICATION: Sponsored group agrees to indemnify Purdue and hold it harmless from and against all liability, losses, damages, claims, liens, and expense (including reasonable legal fees) arising out of or connected with the conference, excepting only such liability as may result solely from the acts of negligence of Purdue or its employees. Sponsored group shall at the request of Purdue undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against Purdue, the Trustees of Purdue, or their respective officers, agents, servants, and employees.

VI. INSURANCE: Externally sponsored groups shall maintain in force during the conference commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Chairperson shall provide Purdue University with a certificate of insurance prior to the conference.

VII. GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE: This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

VIII. GENERAL: In the event any party hereto pursues litigation to enforce this Agreement then, the prevailing party is entitled to recover reasonable attorneys’ fees and court costs. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Amendments, modifications, or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties. Chairperson may not assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon Purdue and Chairperson, their successors and assigns.

IX. FORCE MAJEURE: Failure to perform an obligation in this Agreement (other than an obligation to pay money) is not a breach or default to the extent that the failure is due to a cause beyond the reasonable control of the affected party, including without limitation acts of God, acts of the public enemy, acts of war on terrorism, acts of the government, fires, floods, epidemics, flu pandemic, quarantine restrictions, strikes, freight embargoes, severe or inclement weather beyond that usually encountered in the county in which the Facility is located, interruption or delay of transportation service, or shortages in labor or materials. If the event is prevented for any of the foregoing causes, neither the University nor the Chairperson will be under any obligation to reschedule the program at a different time.