



**EASTERN UNIVERSITY
FACILITIES AND SERVICES AGREEMENT
FOR SUMMER SEASON 2024**

I. PARTIES

This facilities and services agreement is made and entered into by and between Eastern University, St. Davids, Pennsylvania, hereinafter called University, and Young People AA Conference, hereinafter called Purchaser. The University agrees to provide facilities and services as listed below and the Purchaser agrees to compensate the University for those facilities used and services rendered in accordance with the terms and conditions listed below.

II. LODGING

- A. The University (at the request of the Purchaser) agrees to reserve lodging accommodations for 200 persons in up to 150 rooms in the following residence hall(s): Gough, & Gallup or comparable accommodations beginning the night of May 31, 2024 through the day of June 2, 2024.
- B. Purchaser agrees to supply the University with a Final Guaranteed Minimum Number (GMN) of guests who will attend the event, at least fifteen (15) working days before the start date of the following: May 31, 2024.
- C. Room assignments made by Purchaser need to be submitted at least ten (10) working days before the start date of the following: May 31, 2024.
- D. Check-in time will be from: 4:00 p.m. – 6:00 p.m.
- E. Room check-out time will be: 1:00 pm (To be confirmed)
- F. Campus Departure time will be from: TBD
- G. Check-in and check-out will be in: Gough Hall Lobby.

III. FOOD SERVICE AGREEMENT

- A. Sodexo Dining Services has the first right of refusal for all catering needs on the University property.
- B. Food service arrangements will be made directly with the University Conference Coordinator or his/her appointee.
- C. The meal times in the University Dining Commons are as follows:
 - Monday - Sunday
 - Breakfast 8:00 a.m. - 9:00 a.m.
 - Lunch 12:00 p.m. - 1:00 p.m.
 - Dinner 5:00 p.m. - 6:00 p.m.
- D. Any alteration in meal times from the above shall be at the sole discretion of the University and extra charges may apply.
- E. First Meals: Breakfast Saturday 6/1/24
- F. Last Meal: Lunch Sunday 6/2/24
- G. Special Requests: n/a

IV. FACILITIES AND EQUIPMENT

A. The University agrees to provide the following rooms to Purchaser:

Day / Date	Time	Location
5/31- 6/2	Continuous	Gym
5/31- 6/2	Continuous	Gough, GreatRm, GameRM, Seminar RM
5/31- 6/2	Continuous	Guffin Breezeway
5/31- 6/2	During meals	Baird Libaray
		Other classrooms as needed

A. The University agrees to provide equipment* for use by Purchaser as follows

Day / Date	Time	Item	Location
5/31- 6/2	Continuous	Gym A/V Tech	Main Gym
5/31- 6/2	Continuous	Up to 400 Folding Chairs	Main Gym
5/31- 6/2	Continuous	Up to 24" X 16" stage	Main GYM
		Additional TBD	TBD
		On Site Tech Support Additional Charge	

*There will be a charge assessed for most audio/visual equipment.

V. FINANCIAL ARRANGEMENTS

A. Charges

- The charges for facilities and services listed above are subject to the GMN (Guaranteed Minimum Number), which must be submitted to the Conference Office fifteen (15) working days before May 31, 2024.
- The individual package charge shall be:

\$188.00/Adult Double Lodging Package
\$238.00/Adult Single Lodging Package

The above charge(s) will include the following:
 Overnight guests receive 2 nights lodging* in double occupancy, all with shared baths, use of meeting facilities, use of recreational facilities, and meals.
 Commuter guests receive use of meeting facilities, use of recreational facilities, and meals.

*9% Occupancy Tax will be charged at the time of invoicing

- There shall be a **\$35.00 charge for all residence hall room keys and a \$10.00 charge for all e-cards not returned at check-out (total of \$45 for a key set)**. Keys not returned to the Conference Office within 24 hours after check-out shall be considered lost.
- Additional charges and special notes N/A

 - Linen Charge: (if requested 30 days prior to May 31, 2024):
 (i) Included
 - AV Estimate: TBD

- The Purchaser is responsible for the Lining of the baseball field. Please contact your conferences coordinator to schedule a time to paint.
 - If you would like the University to provide lines, the request must be made 30 prior to the May 31, 2024, and the cost will be added to your final invoice.
- Other charges as stated in the rate book.

- 92 7. If Purchaser would like a camp store there is a \$50 per day fee associated with the use
 93 of the camp-store room. Use of a refrigerator will incur an additional fee.
 94 8. **A deposit of \$500 is due upon signing of this contract.**
 95 9. **A 30% deposit of all estimated charges is due on or before May 1, 2024. That**
 96 **amount is \$11,280.00**

97
 98 **B. Billing**

99 As soon as practical after the completion of the conference, the University will provide
 100 the Purchaser with a final bill listing all additional and unpaid charges for the
 101 conference. Purchaser will pay the University for all unpaid charges within ten (10)
 102 days after receipt of the bill unless otherwise agreed upon in writing by the university.
 103

104 **C. Guarantee**

105 Purchaser must provide the University with the final Guaranteed Minimum Number for
 106 lodging and food service no later than fifteen (15) working days before May 31, 2024.
 107 The charges for which Purchaser shall be liable will be based on said guaranteed
 108 numbers or actual head and room counts, whichever is greater. The University does
 109 not guarantee availability of facilities, food or lodging in excess of that required for
 110 105% of said guaranteed numbers for head and room counts, respectively.
 111

112 **D. Cancellation**

113 **1. Purchaser Cancellation**

- 114 a. If the Purchaser cancels this agreement sixty (60) days or more before May 31,
 115 2024, it shall be liable to the University for amount of deposit or 30% of estimated
 116 charge for conference based on Guaranteed Minimum Number, whichever is
 117 greater.
 118 b. If the Purchaser cancels this agreement fifty-nine (59) to forty-five (45) days before
 119 May 31, 2024. Purchaser agrees to pay direct costs, and in addition, to pay the
 120 University as liquidated damages for its lost business opportunity an amount of 50%
 121 of estimated charge for conference based on Guaranteed Minimum Number. This
 122 computes as follows: 200 overnight guests times \$188.00 per person times 50%
 123 equals \$18,800.00; or \$37,600.00 total charges times 50% equals \$18,800.00.
 124 c. If the Purchaser cancels this agreement forty-four (44) to fifteen (15) days before
 125 May 31, 2024, Purchaser agrees to pay direct costs, and in addition, to pay the
 126 University as liquidated damages for its lost business opportunity an amount of 75%
 127 of estimated charge for conference based on Guaranteed Minimum Number. This
 128 computes as follows: 200 overnight guests times \$188.00 per person times 75%
 129 equals \$28,200.00; or \$37,600.00 total charges times 75% equals \$28,200.00.
 130 d. If Purchaser cancels fourteen (14) days or less prior to the May 31, 2024, it shall be
 131 obligated for 100% of the estimated charges as set forth in **IV, C** above.
 132

133 **2. University Cancellation**

- 134 a. The University reserves the right to terminate;
 135 (i) or renegotiate all terms of this agreement if the University is affected by any of
 136 the following: an act of God, terrorism, or natural disaster.
 137 (ii) this agreement at any time, up to the commencement date if such use is
 138 determined by the University to be potentially detrimental to the health or the
 139 safety of the guests, staff, or the facility.
 140 (iii) If termination occurs on the part of the University prior to the start date, this
 141 agreement will become null and void and all deposits and fees collected will be
 142 refunded to the Purchaser. There shall be no further rights by either party
 143 hereto. A letter will be sent to the Purchaser reflecting this decision within seven

144 days and a refund will be issued within thirty (30) days from the date of
145 termination.
146

- 147 **b.** In the event that the University is unable to provide part or all of the facilities or
148 services specified in this agreement, as set forth in paragraph I/II/III hereof, by
149 reason of accident, labor dispute, energy shortage, fire, storm, destruction or other
150 casualty the University shall give prompt written notice to the Purchaser of said
151 inability and work to find other on campus accommodations. If the University is
152 unable to provide Purchaser with alternative facilities the University will refund any
153 monies received from Purchaser for facilities, equipment, and foodservice not
154 consumed by Purchaser and neither University nor Purchaser shall have any further
155 liability or obligation in connection with this agreement.
156

157 **E. Failure to Pay**

158 Purchaser agrees that if it fails to pay the charges or any part thereof in accordance
159 with this agreement, or if Purchaser violates any other provisions of this agreement, all
160 remaining obligations of the University under this agreement shall, at the option of the
161 University, cease and be terminated upon written notice mailed to the last known
162 address of Purchaser. In any case, all amounts owing to the University hereunder
163 which are more than sixty (60) days past due shall be subject to a service charge of 1-
164 1/2 % per month, constituting an annual percentage rate of 18%. Purchaser shall
165 reimburse the University for All Collection Costs, including professional fees and other
166 expense incurred in enforcing collection of any and all amounts owing hereunder,
167 whether or not legal actions are instituted. In the event that a suit or action is instituted
168 to enforce compliance with this agreement, including but not limited to the collection of
169 any sums due and owing, the University shall be entitled to such sum as the court, or
170 other adjudicatory person or entity, may adjudge reasonable as attorney fees to be
171 allowed in said suit or action.
172

173 **VI. INSURANCE**

174 As part of the University's risk management program, all vendors/partners that
175 participate in a University sponsored program or event at any of Eastern University's
176 campus locations must provide the Finance and Operations Office with proof of
177 insurance coverage.
178

179 Participants shall secure and maintain in force, for the event term, insurance as
180 provided herein. Each participant/organization shall provide Eastern University with a
181 current certificate of insurance for all coverages and renewals thereof which must
182 contain the provision that the insurance provided in the certificate shall not be canceled
183 for any reason except after 30 days written notification to the Finance and Operations
184 Office for Eastern University.

185 The insurance to be provided by the partnering organization shall be as follows:
186

187 **A. Commercial general liability insurance or its equivalent for bodily injury, personal injury and**
188 **property damage including loss of use, with minimum limits of:**

- 189 (a) \$1,000,000 each occurrence;
- 190 (b) \$500,000 damage to rented premises;
- 191 (c) \$5,000 medical expense (any one person);
- 192 (d) \$1,000,000 personal and advertising injury;
- 193 (e) \$3,000,000 general aggregate; and
- 194 (f) \$2,000,000 products/completed operation aggregate.
195

196 **B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per**
197 **accident and including coverage for all of the following:**

- 198 (a) Liability arising out of the ownership, maintenance or use of any auto; and
199 automobile contractual liability

201 **C. Workers compensation insurance or its equivalent with statutory benefits as required by**
202 **any state or Federal law:**

- 203 (a) \$500,000 each accident for bodily injury by accident;
- 204 (b) \$500,000 each employee for bodily injury by disease; and
- 205 (c) \$500,000 policy limit for bodily injury by disease.

207 **E. Sexual abuse/molestation insurance or its equivalent with a minimum limit of \$1,000,000**
208 **per occurrence in the event that the conference or event includes minors.**

210 **F. Eastern University shall be named as additional insured on general liability, excess or**
211 **umbrella liability and professional liability, where applicable.**

213 **G. Participant accident insurance or its equivalent for athletic teams (external) with a minimum**
214 **limit of \$25,000 per occurrence.**

216 **H. If the above event is specifically sponsored by Eastern University, the above-named group**
217 **is covered by Eastern University’s liability insurance policy. If Purchaser has additional liability**
218 **insurance, Purchaser shall provide the Conference Office with a certificate of insurance 30**
219 **days before May 31, 2024.**

221 **VII. ADA COMPLIANCE**

222 **A. The Purchaser understands and agrees that it must comply with all ADA standards for**
223 **access to its programs and services and further agrees to indemnify and hold harmless**
224 **the University, its officers, directors, employees and agents from and against any and all**
225 **fees, costs or judgments arising from any claims based upon the Purchaser’s failure to**
226 **comply with ADA standards.**

227 **B. The Purchaser must give notification to the University at least fifteen (15) working**
228 **days prior to arrival on campus of any individuals who will need special**
229 **accommodations and what accommodations are required.** If accommodations cannot
230 be met, the University will contact the Purchaser within five (5) business days. Not all
231 residence halls can provide all special accommodations; the University reserves the right
232 to assign persons needing special accommodations to appropriate facilities that may be
233 separated from others used by the Purchaser. If timely notice is not provided, the
234 University may not be able to accommodate the request.

235 **C. It is the responsibility of the Purchaser to include the following passage in all**
236 **literature and registration material:**

237 “Individuals needing special accommodation for disabilities should contact the
238 Purchaser by (specified date), who will notify the Conference Office at Eastern
239 University.”

240 **D. The Purchaser is responsible for providing auxiliary services for the special needs of**
241 **participants including, but not limited to, sign language interpreters, guides, specially**
242 **equipped vans, Braille materials, etc.**

244 **VIII. INDEMNITY AND DAMAGES**

245 Purchaser agrees that all participants are under the supervision and control of Purchaser.
246 As such, Purchaser shall defend, indemnify and hold harmless the University, its trustees,
247 officers, officials, employees and agents against: (1) all claims for injury, death, or damage

248 to any person or property occurring in or about the University buildings, properties, or
 249 facilities arising out of any negligent act or omission of the Purchaser or any of its agents,
 250 contractors, servants, employees, or licensees; (2) all claims for injury, death, or damage
 251 to any person or property occurring in or about the University buildings, properties, or
 252 facilities arising out of any negligent act or omission of Sodexo or other food service
 253 provider(s) or any of their agents, contractors, servants, employees, or licensees; and (3)
 254 any and all costs, counsel fees, expenses or liabilities reasonably incurred in connection
 255 with any such claims or action or proceeding brought thereon; unless to include
 256 Purchasers guests utilizing University facilities as contemplated by this agreement, in each
 257 case, the circumstances giving rise to any such claim were caused by the gross
 258 negligence of a University trustee, director, officer, official, employee, agent or licensee.
 259 In case any action or proceeding is brought against the University or any of its trustees,
 260 directors, officers, officials, employees or agents by reason of any such claim, action or
 261 proceeding, University shall give prompt written notice (the "Claim Notice") to Purchaser of
 262 any such action or proceeding. The Claim Notice shall describe the action or proceeding
 263 in detail, and shall indicate the amount (estimated, if necessary) of the liability that has
 264 been or may be incurred by University or any of its affected trustees, directors, officers,
 265 officials, employees or agents. In addition, the terms and conditions of this agreement do
 266 not require the University to relinquish its control of its facilities and services to Purchaser,
 267 subject to Purchaser's rights to access and use the University facilities, as set forth in this
 268 agreement. The University assumes no responsibility for loss or theft of personal
 269 property, or damage to personal property of Purchaser or any of its participants, unless, in
 270 each case, such loss of property is caused by the gross negligence of a University trustee,
 271 director, officer, official, employee, agent or licensee. The University assumes no liability
 272 whatsoever for any property placed by Purchaser in University buildings on University
 273 properties, unless, in each case, any damage to or loss of property is caused by the gross
 274 negligence of a University trustee, director, officer, official, employee, agent or licensee.
 275

276 **IX. ADDITIONS OR DELETIONS**

277 Any additional facilities and/or services not specified in this agreement are subject to
 278 additional charges. These charges will be included in the balance due in the bill presented
 279 to Purchaser by the University pursuant to **V, B** hereof. Otherwise, any additions to and/or
 280 deletions from this agreement must be initialed and dated by both parties to be valid. All
 281 documents must be signed and initialed by the same individual.
 282

283 **X. APPLICABLE LAW**

- 284 **A.** This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
 285 The University is an equal opportunity institution and subscribes to all requirements of
 286 federal law not to discriminate with respect to students, employees, applicants, or
 287 University programs on the basis of sex, race, color, national origin, religion, age,
 288 disability, veteran any other legally protected status.
 289
- 290 **B.** The rights and obligations of the parties will be governed by and construed in accordance
 291 with the laws of the Commonwealth of Pennsylvania.
 292
- 293 **C.** If a dispute arises out of or relates to this contract, or the breach thereof, and of the
 294 dispute cannot be settled through negotiation, the parties agree first to try in good faith to
 295 settle the dispute by mediation before resorting to arbitration, litigation, or some other
 296 dispute resolution procedure. In the event of such a dispute, a mutually agreed upon
 297 mediator would be selected from among current members of the Society of Professionals
 298 in Dispute Resolution (SPIDR).
 299

300 **XI. UNIVERSITY REGULATIONS**

- 301 **A.** Purchaser is required to adhere to all University policies, regulations, guidelines, and all
 302 local, state and federal laws concerning health, safety and public order. Failure to comply
 303 with these regulations may result in forfeiture of the privilege of using University facilities
 304 and services, or termination of this agreement pursuant to **XIV** hereof. University
 305 regulations include but are not limited to the following:
- 306 **1.** Print Material
 - 307 **a.** All registration forms, brochures, and marketing material that include any
 308 information about Eastern University must be approved by the Director of
 309 Conferences at the University prior to distribution.
 - 311 **2.** In University buildings and on University property:
 - 312 **a.** Male and female guests may share floors but have separate bathroom facilities.
 313 Shared rooms are permitted only for married couples, or occupants of the same
 314 sex.
 - 315 **b.** All individuals will abide by University regulations regarding intoxicants, narcotics,
 316 drugs and tobacco. **Smoking is not permitted anywhere on the campus.** The
 317 use or possession of alcoholic beverages or illegal drugs on campus is strictly
 318 prohibited.
 - 319 **c.** Firearms, weapons, ammunition, fireworks, explosive and highly flammable
 320 materials are not allowed within the residence halls, buildings, or on the grounds.
 - 321 **d.** A prank phone call to 911 will result in a fine of no less than \$125, based on current
 322 statute.
 - 323 **e.** Purchaser will provide a supervision ratio of one (1) staff member to ten (10)
 324 campers in the University dining commons.
 - 325 **f.** Purchaser will provide a supervision ratio of one (1) staff member for every twenty
 326 (20) campers for overnight lodging. A minimum of one (1) staff member is required
 327 on each wing on each floor of each residence hall Purchaser utilizes.
 - 328 **g.** The following items are prohibited on the turf field
 - 329 **(i)** Chewing Gum
 - 330 **(ii)** Food of any kind (including but not limited to sunflower seeds)
 - 331 **(iii)** Liquids (excluding water)
 - 332 **(iv)** Tobacco Products
 - 333 **(v)** Muddy Cleats or Shoes
 - 334 **(vi)** Metal Studded Cleats
 - 335 **(vii)** Animals
 - 337 **h.** Bicycles are not allowed in residence halls, study rooms or stairwells.
 - 338 **i.** Animals are not allowed in any location in the residence halls or dining room, except
 339 service animals.
 - 340 **j.** Hot plates or similar appliances are not permitted in rooms nor is any type of
 341 cooking allowed in any room.
 - 342 **k.** Remodeling or renovating of rooms or furniture, tampering with the electrical or
 343 mechanical fixtures in the rooms, placement of antennas for radios, television, etc.
 344 out of the windows, is not permitted.
 - 345 **l.** Movement of any Eastern University furniture is prohibited unless arrangements are
 346 made with the Director of Conferences.
 - 347 **m.** Attaching any object to any University premise by nail, screw, or alteration of the
 348 premises in any manner whatsoever without the prior permission of the Director of
 349 Conferences is not allowed.
 - 350 **n.** No signs may be put up or placed in the ground without permission of the
 351 Conference Director
 - 352 **o.** No directional signs maybe placed on the private property that surrounds the
 353 University

- p. Parking in Resident Hall Director assigned parking spots or other designated/reserved parking spots are prohibited. Violators will be ticketed and/or towed.
- q. Parking in the service or fire lanes adjacent to the residence halls or other University buildings is not allowed. Violators will be ticketed and/or towed.
- r. No buses or trucks are permitted in the Gym Parking Lot for parking or drop off purposes.
- s. Tampering with or removal of windows or window screens from any part of any building is not allowed.
- t. Tampering with the fire system or fire fighting equipment is not allowed and is punishable by federal law.
- u. Removal of lounge or common area furniture into individual rooms is not allowed without prior permission from the Director of Conferences.
- v. Unlocking of common area doors which are to be continuously locked or locked at specified periods of time is not allowed.
- w. Propping open of fire or entry doors is not allowed.
- x. Storage areas are off-limits to the Purchaser and its participants.
- y. Gambling or solicitation in any form is not permitted.

XII. UNIVERSITY RIGHT

A. The University may exercise the following rights:

1. To revoke campus privileges including residency in or utilization of its buildings to any occupant whose conduct, solely in the University opinion, becomes injurious or potentially injurious to the University community or its guests
2. To revoke campus privileges including residency in or utilization of its buildings to any occupant whose conduct, solely in the University opinion, becomes contrary to the mission of the University.
3. To revoke campus privileges including residency in or utilization of its buildings to any occupant whose conduct, solely in the University opinion, violates any University policy or code of conduct.
4. To enter any room for the purpose of inspection, repair, or emergency
5. To reassign residents, after timely notification, in order to accomplish necessary repairs and renovation to the building

XIII. PARENTAL RELEASE

Purchaser agrees that every minor child, unaccompanied by a parent, will present to Purchaser, upon arrival with a medical release for hospital treatment by a physician, signed by one or both of the child's parents/guardians, to allow for treatment should accident or injury occur. The University will have access to these medical releases upon request to Purchaser.

Purchaser is responsible for providing supervision of all participants for the duration of the event.

XIV. TERMINATION BY CASUALTY

In the event that University buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, Purchaser will be obligated to pay the fees herein above stipulated only for those services, activities and events which have occurred prior to said casualty or circumstance. Purchaser hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

XV. LIMITATIONS OF USE

Purchaser agrees to limit and confine its activities and operations as well as those of its employees, servants, agents, guests, and students, solely to the areas and buildings mentioned herein for use by Purchaser and to the common or public corridors, walkways and entrances leading thereto. In addition, Purchaser agrees, at the end of the term of this agreement, to surrender the areas, buildings, furnishings, facilities and equipment used by Purchaser under the terms hereof in good order and repair, and in the same condition as at the commencement of this agreement. Additional charges will be incurred by Purchaser for any item or building damage. Normal wear and tear alone is expected.

XVI. ASSIGNMENT PROHIBITED

The Purchaser may not assign this agreement without the prior written consent of the University.

XVII. EXECUTION OF AGREEMENT

This agreement must be signed below and also initialed on each page by the Purchaser and returned to the University within fourteen (14) days after the date of mailing this agreement to the Purchaser and shall not be binding until signed and returned by University. **A deposit of \$500 is due upon signing of this contract to reserve contracted space.**

XVIII. SEVERABILITY

XIX. CURRENT COVID PROTOCOL

- We do not require entrance testing or vaccinations, as it is a personal choice, but highly recommend it.
- Following the CDC guidelines: if a guest feels ill they are to remain in their room until they are tested.
 - Exceptions to this would be to seek medical assistance or testing.
- If a guest test positive they must
 - Leave campus within 24 hours.
 - Remain in their room until their departure
- Extensions maybe given for minors waiting on parents to arrange pick up.
- Roommates of the guest who tested positive, that are up-to-date with their vaccination:
 - May remain on campus, and participate in actives.
 - Are required to wear a mask for up to 10 days.
 - Be mindful of how they feel, and report if any symptoms develop.
 - Test after day four (4) of exposure
- Roommates of the guest who tested positive that are not up-to-date with their vaccination:
 - Must quarantine for five (5) days.
 - Day 6- 10 must wear a mask where ever in the presence of others.
 - Roommates maybe moved to another room while their room is cleaned and disinfected
 - Food service for the ill and quarantined will be coordinated between, Purchaser and Conferences staff.
 - As summer approaches we will reevaluated these polies based on current COVID levels and CDC guidelines.

XX. ADDITIONS

N/A

XXI. This contract is valid for 14 days. If the contract is not signed and returned to the University with the required deposit, the terms of this contract are void and the University retains the right to sell requested space to another potential client.

We, the undersigned, do hereby enter into this facilities and services agreement, as witnessed by our signatures below.

**UNIVERSITY
EASTERN UNIVERSITY CONFERENCE OFFICE**

**PURCHASER
Young people AA Conference**

[Redacted Signature]

[Redacted Signature]

Signature

Signature for Authorize Representative

[Redacted Title]

[Redacted Title]

Title

Title

[Redacted Name]

[Redacted Name]

Printed Name

Please Print Name

[Redacted Date]

[Redacted Date]

Date

Date