

# WAYNE STATE UNIVERSITY

## Conference, Housing and Meeting Services

### AGREEMENT

The following terms and conditions reflect the current policies of the Board of Governors of Wayne State University and its official service providers (Wayne State Dining Services and the Wayne State University Office of Housing and Residential Life – hereafter known as “WSU”) for non-university affiliated organizations or individuals (hereafter known as the “Client”) and thus governs the use of all Wayne State University facilities.

These terms and conditions in conjunction with the attached letters of agreement constitute the binding contract for goods, services, and facility usage between WSU and the Client and for all those participating in a special event, conference or program (hereafter referred to as the “Event”).

#### **1. Reservations**

- 1.1 Wayne State Dining Services and the Wayne State University Office of Housing and Residential Life are the only representatives authorized to conduct housing, conference and meeting services with the Client on behalf of WSU.
- 1.2 All meeting, housing, food and conference services available at WSU may be requested by the Client through the authorized representatives.
- 1.3 WSU will allocate available space, products, and services on a first come first served basis. The Client must contact WSU not less than two months prior to the date of the proposed Event.
- 1.4 WSU will produce a contract for each Event. For Events to be confirmed, a copy of the contract must be returned to the originating office with a Client signature.
- 1.5 WSU requires a 50% non-refundable deposit at the time the contract is approved for final confirmation. The deposit will be applied toward the total cost of the scheduled Event.
- 1.6 A valid tax ID number must be provided at the time of final confirmation or applicable taxes will be assessed.
- 1.7 WSU accepts these forms of payment: Certified Check or Money Order or IRB.
- 1.8 Full payment for an Event is due by the day of the Event, prior to the Event starting. If no final payment is received, the Event will be cancelled immediately with the premises to be vacated within 15 minutes under the supervision of WSU Public Safety.
- 1.9 WSU must authorize any changes to the contract in writing.

#### **2. Certificate of Insurance**

- 2.1 The Client agrees to procure and maintain at its own expense, public liability and property damage liability insurance at the levels listed below. Failure to obtain and continuously maintain such insurance or any portion thereof shall be deemed a material breach of contract.

## **Type of Insurance**

**General Liability Insurance:** The Client shall maintain commercial general liability (CGL) coverage with \$1,000,000 combined single limit per occurrence, and \$2,000,000 in the annual aggregate. CGL insurance shall be written on Insurance Services Office form CG00 01( or substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operation, and personal injury, contractual liability, broad form property damage liability, products and completed operation coverage and X,C,U(explosion, collapse, underground) hazards.

- 2.2 The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to incidents arising out of this agreement.
- 2.3 All such insurance shall be procured and issued by a licensed insurance company authorized through the State of Michigan.
- 2.4 Certificates of Insurance evidencing the minimum required coverage must be forwarded to the WSU Office of Risk Management a minimum of two weeks prior to the effective date of this agreement to be verified and authenticated with the agent and/or insurance company. The agreement shall not take effect until this process has been completed.
- 2.5 The Certificate Holder is the WSU Office of Risk Management located at 4622 Academic Administrative Building, 5700 Cass Avenue, Detroit, MI 48202.
- 2.6 Certificates must contain the statement from the insurer that, for this contract, the care, custody, or control exclusion is waived.
- 2.7 Certificates shall be issued on an ACCORD form or one containing the equivalent language and shall require that WSU be given thirty days written notice of cancellation or material change prior to the normal expiration of coverage.
- 2.8 Revised certificates must be forwarded to the WSU Office of Risk Management thirty days prior to the expiration of any insurance coverage listed in the original certificate.

## **3. Guarantees and Cancellation**

- 3.1 Minimum guaranteed attendance must be received within 14 days prior to the Event. If attendance falls below the guaranteed number, the Client will be charged for the guaranteed number. Any changes to the Event after the final notification period will lead to additional charges.
- 3.2 Any Event cancelled less than 14 days prior to the Event date will cause the Client to be billed for the entire Event's cost.

## **4. Banquet, Meeting and Residence Hall Rooms**

- 4.1 All rooms will be assessed rental fees when applicable.
- 4.2 The agreed upon start and end times of the Event will be strictly enforced.
- 4.3 Only facilities and equipment reserved by the Client may be used by the Client.

## **5. Food and Beverage Service**

- 5.1 All food and beverages must be provided by Wayne State Dining Services.

- 5.2 Wayne State Dining Services must be in receipt of menu selections and special requests no later than 14 days prior to an Event to insure the ability to obtain the requested items. Every attempt will be made to accommodate additional requests, however, limitations in what can be offered may exist due to insufficient prior notice.
- 5.3 Wayne State Dining Services must be in receipt of a guaranteed count for all meals no later than 14 days prior to the Event start date.
- 5.4 Food and beverages served in university facilities may not be taken from the premises.
- 5.5 There is \$25.00 or 5% service charge; whichever is greater, for all service conducted outside the McGregor Memorial Conference Center, Community Arts Auditorium, Towers Residential Suites, Ghafari Residence Hall, and Scott Hall.
- 5.6 Prices may change due to increased costs of supplies. There will be no price increases within 90 days prior to the Event. If prices do change, the Client will be notified in writing prior to the Event.

## **6. Alcohol/Bar Services**

- 6.1 The serving of alcoholic beverages is strictly limited to the McGregor Memorial Conference Center and the Community Arts Auditorium Outer Gallery.
- 6.2 Unauthorized individuals and/or non WSU vendors may not bring alcoholic beverages into any university facility.
- 6.3 It is against the laws of the State of Michigan and the policies of WSU to serve alcohol to any person under the age of 21.
- 6.4 A guest, verifiably above the age of 21, and deemed to be intoxicated above the legal limit established by the State of Michigan, will not be allowed to remain on university property.
- 6.5 Any interference in or violation of the aforementioned alcohol policies by any party will result in the notification of WSU's Public Safety.

## **7. Parking**

- 7.1 Reserved parking is available on a limited basis.
- 7.2 All WSU rules and regulations apply to any person using WSU Parking.
- 7.3 Additional parking is available for a fee.
- 7.4 Parking on walkways or malls in front of university facilities is prohibited.
- 7.5 Loading dock access is available at all university facilities and must be approved by the appropriate university designee.
- 7.6 Clients and Event Participants who use parking must park in designated areas only. Vehicles that are not in a designated parking area will be towed at the owner's expense.

## **8. Security**

- 8.1 The Client assumes responsibility for any damage caused to any university facility by the Client's attendees. Reimbursement costs will be determined by WSU.
- 8.2 WSU requires the Client to disclose the purpose of all Events and related advertisement.
- 8.3 WSU reserves the right to cancel any Event, including the loss of the Client's monetary compensation to WSU, for Event misrepresentation.

- 8.4 WSU reserves the right to inspect and control all private functions on university property.
- 8.5 WSU reserves the right to require security at any Event at a cost to the Client if deemed necessary by WSU.
- 8.6 WSU does not assume responsibility for items lost in or on university property.
- 8.7 WSU retains the right to employ WSU Public Safety for any large and/or renowned groups using university facilities.
- 8.8 In case of an emergency, the Client should contact the WSU Department of Public Safety at 313-577-2222.

## **9. Audio-Visual**

- 9.1 Audio-visual equipment and services are available on a rental basis. A technician fee will be charged for any use of audio-visual per union contract. A 14 day notice for audio-visual needs is required.

## **10. Office/Shipping and Receiving Services**

- 10.1 The Client must arrange for the acceptance, storage, and pickup of conference materials. Any materials not removed from university premises within 48 hours after the completion of the Event will be discarded.
- 10.2 Copier and fax machine services are available at various locations across campus.

## **11. Decorations/Entertainment**

- 11.1 Affixing anything to the walls, floors, ceilings, or windows or university property is prohibited. Easels can be provided for the display of items for a fee.
- 11.2 The Client may provide flowers and/or theme props. All flowers and/or theme props must be removed immediately following Client's Event.
- 11.3 Any time required for the display and removal of decorations must be incorporated into the overall scheduled time usage of the facility.
- 11.4 Advance approval of any planned music or entertainment is required prior to the Event confirmation.
- 11.5 Musicians and other entertainment contracted by the Client are the sole responsibility of the Client. Musicians and other entertainment will be required to provide their own equipment and/or contact Event Coordinator if there are any special needs.

## **12. Minors**

- 12.1 Background Check
  - a) Any individual who is a client, or a representative of a Client, who is expected to be in contact with minors in connection with the Event ("Child Program Participant") shall undergo a background check. The Client shall arrange for, and bear the entire cost of, the background check. The background check must be performed at least

six months prior to the Event. If the Client determines after the start of the Event that a person who did not receive a background check within the six-month period is expected to be a Child Program Participant, the background check may be performed on that person after the start of the Event but before the individual begins to participate.

- b) The background check must include a SSN Trace, a Criminal Records Check, a National Sex Registry Check and an Employment History Verification. For the purpose of this provision, a “SSN Trace” means obtaining information necessary to verify that a person’s Social Security Number matches his or her name; a “Criminal Records Check” means accessing information about a person’s felony convictions; a “National Sex Registry Check” means the search of a public database that includes information about convicted sex offenders; and an “Employment History Verification” means obtaining information necessary to verify the dates, position, and salary of a person’s previous employment.
- c) The Client shall report the outcome of each background check to WSU’s director of summer conference services or her designee. If the background check revealed no negative results, the report shall indicate that the individual has “passed”. Otherwise, the report shall specify the negative results. If the report discloses negative results, the director or designee shall consult with appropriate university offices and then notify the Client as to whether such results disqualify the individual from participating in the Event under Wayne State University’s background checks policy.
- d) The Client must certify in writing as part of this Agreement that each Child Program Participant has undergone the required background check and that the Client has complied with the reporting requirements of subparagraph (c) by using the form attached as Exhibit A. The completed form shall be submitted to the director of summer conference services or her designee at least one week before the Event. If Client learns after submitting the completed form that another individual is expected to be a Child Program Participant, Client shall complete an updated form and submit it to the director or designee prior to that person’s participation in the Event.
- e) No Child Program Participant may participate in the Event until (1) the individual has undergone the required background check within the required period, (2) Client has submitted a background check report indicating that the individual has passed or, if not, that the director or designee has notified the client that the individual is not disqualified, and (3) Client has timely submitted the required certification.
- f) The Client shall retain all background check results for one year. At any time during that period, the Client shall, upon the request of Wayne State University, make those background check results available for review and audit by Wayne State University’s Department of Internal Audit or other appropriate unit.

## 12.2 Child Safety Program

Any individual who is a Client or a representative of a Client who is expected to be in contact with minors in connection with the Event shall attend Wayne State University’s Child Safety Program before the Event unless the individual provides documentation to the director of summer conference services or her designee that establishes to the satisfaction of Wayne State University that the individual has completed within the same time frame a substantially similar program. Documentation must include an

outline of the subjects covered by the program and adequate evidence that the individual attended the program.

- 12.3 If children less than 18 years of age are involved in the Event, the Client shall supply chaperones or counselors for all minors who are not accompanied by their parent(s) or guardian(s) during the minor's participation in the Event. The ratio of chaperones or counselors to minors must be in accordance with the State of Michigan Department of Human Services policy R 400.5303a.
- 12.4 For children from 5 to 12 years of age, there shall be 1 chaperone or counselor to 18 children.
- 12.5 For children from 13 to 17 years of age, there shall be 1 chaperone or counselor for 25 children

**13. Residence Hall Conduct** (the complete [2013-14 Community Living Guide](#) is available online for review.)

- 13.1 The Director of Housing and Residential Life may promulgate rules and regulations concerning conduct in residence halls for the safety and convenience of the residents including conference attendees and guests. Guests shall observe all residence hall regulations and comply with all municipal, state and federal laws. Failure to do so will result in immediate removal from the residence hall.
- 13.2 Expulsion from the Residence Hall will occur for one or more of the following causes:
  - A. Illegal use or possession of alcoholic beverages.
  - B. Use, possession, or sale of narcotics and dangerous drugs as defined by local, state, and federal law.
  - C. Illegal gambling or participating in illegal gambling activities in or on university property, or at a function identified with the university.
  - D. Possession of firearms, fireworks, or dangerous or toxic chemicals.
  - E. Possession of dangerous weapons, hunting arrows, or potentially injurious war souvenirs.
  - F. Participation in unauthorized group activities (riots and raids) or illegal entry.
  - G. Disorderly, vicious, or immoral conduct (indecent exposure) in or near the residence hall.
  - H. Possession or harboring of dogs, cats, birds, snakes, or other animals.
  - I. Misuse, abuse, theft, or destruction of university property.
  - J. Use of kitchen appliances other than the following: microwave, coffee pot, hot pot, Crock-pot slow cooker, blender, popcorn popper.
  - K. The use or possession of unauthorized heat producing appliances or devices (i.e., clothes dryers, sun lamps, electric blankets, electric heaters, etc.)
  - L. Refrigerators in excess of five cubic feet.
  - M. The use of the room or facilities of the building for commercial purposes or in association with commercial vendors.

- N. Sales, solicitation, or advertising.
- O. The installation or placement of any equipment, materials, etc. outside of the room which may be deemed unsightly, dangerous, or otherwise undesirable.
- P. The repair or storage of motor vehicles in housing areas either indoors or outdoors except in designated areas.
- Q. The unauthorized possession, duplication, use, or sale of keys to university facilities.
- R. Failure to abide by visitation policies and security requirements for visiting residence halls.
- S. Visitation by members of the opposite sex in restricted areas other than during regularly approved or scheduled visitation periods.
- T. Unauthorized guests.
- U. Behavior in the residence hall over a period of time indicating that the Client is not able to adjust to the requirements of group living.
- V. Interference with fire controls.
- W. Interference with university personnel in the execution of their duties or enforcement of appropriate and applicable policies.
- X. Unauthorized or illegal use of telephones (i.e. charging unauthorized calls to any university number).
- Y. Violation of quiet hours.

#### **14. Smoke-Free Campus Policy**

- 14.1 No smoking is permitted in any building, space within a building, or structure owned, leased, rented or operated by Wayne State University. The policy also applies to all Matthaei Physical Education Center facilities, both indoors and outdoors.
- 14.2 No smoking is permitted within twenty-five feet of any building entrance or exit.

#### **15. Housing/Facilities**

##### **Roster**

- 15.1 An accurate roster of residents must be on file with the Event Coordinator for emergency purposes. Switching rooms is not permitted once room assignments have been made.

##### **Check-in/Check-out**

Check-in and Check-out by the Client must be supervised.

- 15.2 At least two weeks prior to the Event the Client must arrange with WSU a maximum of three hours of supervised **check-in**.

- 15.3 At least two weeks prior to the Event the Client must arrange with WSU a maximum of three hours of supervised **check-out**.

**Linens**

- 15.4 Linen packets will be provided if pre-ordered at a cost of \$10.00 per packet. Each packet contains two twin sheets, one pillowcase and pillow, one blanket, one bath towel and one washcloth. At the end of the Event, linen counts will be made and missing items will be billed to Client.

**Keys/Cards**

- 15.5 One room key and one conference card will be provided to each person residing in Atchison and or Ghafari Halls. One conference card will be provided to each person residing in Towers Residential Suites. A bathroom key will be issued to each person residing in Towers Residential Suites if arrangements have been made with the Event Coordinator. A key replacement charge of \$150.00 will be billed to the Client for each lost key. A card replacement charge of \$10.00 will be billed to the Client for each lost conference card. Room lock out fee is \$20.00 per instance and will be billed to Client.

**16. General Conditions**

- 16.1 Use of the WSU names, logo, or telephone numbers in Event advertising is prohibited without the prior written consent of WSU.
- 16.2 WSU shall not be liable for non-performance of this agreement when such non-performance is attributable to strikes, work stoppages, or other labor disturbances, government regulations of or restrictions upon travel or transportation, non-availability of food or beverages, riots or civil commotion, national emergencies, fire, or Acts of God, including earthquake or flood, or any causes which are reasonably beyond the control of WSU.
- 16.3 WSU reserves the right to make necessary and appropriate changes and amendments to these Terms and Conditions.

This agreement with exhibits attached (if any), constitute the entire agreement between Wayne State University (hereafter "WSU"), its licensed service providers, and the Client. This contract may not be amended unless done in writing and signed by the appropriate WSU designee and Client representative.

The undersigned represents that they are the Client representative and authorized to enter this agreement on behalf of the Client.

The undersigned Client agrees to: (1) save, defend, indemnify and hold harmless the Board of Governors of WSU; its agents and employees from and against any and all claims, losses, damages, costs and expenses, including attorney fees, for any liability, injury or damage to persons or property caused or occasioned by the Client's use or possession of the facilities during its Event, or caused by the Client's failure to perform its duties hereunder or as imposed by law; (2) use only the rooms or facilities contracted for and for the purpose specified in this contract or any attachments; (3) pay all charges provided for in this contract; and (4) bear the responsibility and pay for any loss, damage or



breakage of property at any WSU facility to the extent the same shall be caused or contributed to by the Client's personnel, representatives or agents.

Accepted and Agreed to:

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Date

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Date

Associate Vice President for Business and  
Auxiliary Operations and Chief Housing  
Officer

Wayne State University  
5221 Gullen Mall  
Suite 470 Student Center  
Detroit, MI 48202

**EXHIBIT A**

**CERTIFICATION OF COMPLIANCE WITH BACKGROUND CHECK REQUIREMENT**

On behalf of \_\_\_\_\_ (“Client”), I certify that:

- a) Every individual who will represent or act under the authority of Client at the Event and who is subject to the Background Check provision of the Conference, Housing, and Meeting Services Agreement between Wayne State University and Client has undergone a background check covering the subjects specified in, and completed during the time period required by, the Background Check provision. Those individuals are:

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- b) Client has reported the outcome of the background check for each individual listed above to the University as required by the Background Check provision, and
- c) I have full authority to make the above certifications on behalf of the Client.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_ Date